

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended July 31, 2026

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File Number: 001-41854

enGene Therapeutics Inc.

(Exact Name of Registrant as Specified in its Charter)

British Columbia, Canada

(State or other jurisdiction of
incorporation or organization)

4868 Rue Levy, Suite 220

Saint-Laurent, QC, Canada

(Address of principal executive offices)

N/A

(I.R.S. Employer
Identification No.)

H4R 2P1

(Zip Code)

Registrant's telephone number, including area code: (514) 332-4888

N/A

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

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	ENGN	The Nasdaq Stock Market LLC
Warrants, each exercisable for one Common Share, at an exercise price of \$11.50 per share	ENGW	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.
Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
		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. ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of September 2, 2026, the registrant had 67,016,316 Common Shares, with no par value per share, outstanding.

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SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

Certain statements in this Quarterly Report on Form 10-Q (this “Quarterly Report”) may constitute “forward-looking statements” within the meaning of U.S. securities laws and “forward-looking information” within the meaning of Canadian securities laws (collectively, “forward-looking statements”). Our forward-looking statements include, but are not limited to, statements regarding management teams’ expectations, hopes, beliefs, intentions, goals or strategies regarding the future. In addition, any statements that refer to projections, forecasts or other characterizations of future events or circumstances, including any underlying assumptions, are forward-looking statements. The words “anticipate,” “appear,” “approximate,” “believe,” “continue,” “could,” “estimate,” “expect,” “foresee,” “intends,” “may,” “might,” “plan,” “possible,” “potential,” “predict,” “project,” “seek,” “should,” “would” and similar expressions (or the negative version of such words or expressions) may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking. Forward-looking statements in this Quarterly Report may include, for example, statements about:

- our financial performance, including financial projections and business metrics and any underlying assumptions thereunder;
- our ability to maintain the listing of the Company’s common shares (“Common Shares”) and warrants to purchase Common Shares (“Warrants”) on The Nasdaq Capital Market (“Nasdaq”) or another national securities exchange;
- our estimates regarding expenses, future revenue and capital requirements and our expectations regarding our ability to fund our operating expenses, debt obligations and capital expenditure requirements with our cash and cash equivalents;
- our estimates and expectations related to our recently announced cash conservation efforts, workforce reduction and retention initiatives and strategic priorities and plans;
- our success in retaining the continued services of our key officers, personnel or directors, and to identify, hire and retain additional qualified professionals;
- our plans and ability to execute product development, manufacturing process development, preclinical and clinical development efforts successfully and on anticipated timelines;
- our ability to design, initiate and successfully complete clinical trials and other studies for detalimogene voraplasamid, or detalimogene, formerly referred to as EG-70, and any other product candidates we develop and our plans and expectations regarding our ongoing or planned clinical trials;
- the impacts and outcomes of our later-stage and pivotal clinical trials and their influence on obtaining the U.S. Food and Drug Administration (the “FDA”) or comparable foreign regulatory approval to market detalimogene or any future product candidates;
- our plans and ability to seek, obtain and maintain marketing approval from the FDA and other regulatory authorities, including the European Medicines Agency (the “EMA”), for detalimogene or any other product candidates we develop;
- our plans and ability to commercialize detalimogene or any other product candidates we develop, if approved by applicable regulatory authorities;
- our belief as to detalimogene’s potential efficacy, durability, safety, tolerability and ease of use profile;
- the potential benefits of combining a surfactant bladder rinse with detalimogene, including the potential for increased efficacy and durability;
- the degree of market acceptance of detalimogene or any other product candidates we develop, if approved, and the availability of third-party coverage and reimbursement;
- the ability of our external contract manufacturers to support the manufacturing, release testing, stability analysis, clinical labeling and packaging of detalimogene or any other product candidates that we develop;
- our future financial performance and the sufficiency of our cash and cash equivalents to fund our operations;
- our ability to obtain additional funding on a timely basis, if at all;
- our ability to effectively manage the transition of executive-level roles to new leaders, and to attract and retain key executives and employees;
- the outcome of any known and unknown litigation and regulatory proceedings, including any legal proceedings that may be instituted against us or any of our directors or officers; and
- our ability to implement and maintain effective internal controls.

All forward looking-statements, including, without limitation, our examination of historical operating trends, are based upon our current expectations and various assumptions. Certain assumptions made in preparing the forward-looking statements include:

- we are able to retain or recruit, as applicable, qualified scientific and management personnel, establish clinical trial sites and patient registration for clinical trials and acquire technologies complementary to, or necessary for, detalimogene or any other programs;
- we are able to enroll, in a timely manner, a sufficient number of patients in the Phase 2 LEGEND trial to assess the efficacy and safety of detalimogene for the newly announced additional cohort, that incorporates a five-minute surfactant bladder rinse, polidocanol, prior to the administration of detalimogene;
- we obtain feedback from the FDA regarding the pivotal cohort of the Phase 2 LEGEND trial that supports potential submission of a Biologics License Application (“BLA”) and we are able to initiate the submission of our planned BLA in the fourth quarter of calendar year 2026 with the FDA for approval to market detalimogene in the United States as a monotherapy to treat BCG-unresponsive NMIBC with CIS;
- detalimogene’s product profile can be integrated seamlessly into community urology clinics where the vast majority of NMIBC patients are treated;
- we are able to retain commercial rights to detalimogene in the United States and commercialize detalimogene independently, while selectively partnering outside of the United States;
- we are able to execute the “pipeline-in-a-product” development strategy for detalimogene; and
- we are able to utilize the DDX gene delivery platform to develop effective, new product candidates for the delivery of genetic medicines to mucosal tissues.

You should not place undue reliance on these forward-looking statements which speak only as of the date hereof. The forward-looking statements contained in this Quarterly Report are based primarily on current expectations and projections about future events and trends that may affect our business, financial condition and operating results. The following uncertainties and factors, among other things (including those described in “Risk Factors” in our Annual Report on Form 10-K for the fiscal year ended October 31, 2025, as amended by Amendment No. 1 to Form 10-K filed with Securities and Exchange Commission (the “SEC”) on February 19, 2026 (the “Annual Report”)) and elsewhere in this Quarterly Report and in our other filings with the SEC, could affect future performance and actual results to differ materially and adversely from those expressed in, anticipated or implied by forward-looking statements:

- risks applicable to our business, including the heavy dependence on the success of detalimogene and the extensive regulation of all aspects of our business, and competition from other existing or newly developed products and treatments;
- risks associated with the protection of intellectual property, our ability to raise additional capital to fund our product development activity, and our ability to maintain key relationships and to attract and retain talented personnel;
- the possibility that we may be adversely affected by changes in domestic and foreign laws and regulations, including but not limited to resultant changes in business, market, financial, political, legal or geopolitical conditions, including tariffs, economic sanctions and economic slowdowns or recessions, or prolonged government shutdowns or defunding;
- the risk that any regulatory approvals are not obtained, are delayed or are subject to unanticipated conditions that could adversely affect our business; and
- other risks and uncertainties set forth in the section entitled “Risk Factors” in our Annual Report and elsewhere in this Quarterly Report and in our other filings with the SEC.

In addition, statements that “we believe” and similar statements reflect beliefs and opinions on the relevant subject. These statements are based on information available to us as of the date of this Quarterly Report. While we believe that information provides a reasonable basis for these statements, that information may be limited or incomplete. Our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all relevant information. These statements are inherently uncertain, and investors are cautioned not to unduly rely on these statements.

The forward-looking statements made in this Quarterly Report relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements made in this Quarterly Report to reflect events or circumstances after the date of this Quarterly Report or to reflect new information or the occurrence of unanticipated events, except as required by law. We may not actually achieve the plans, intentions, or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements.

PART I—FINANCIAL INFORMATION

Item 1. Financial Statements.

ENGINE THERAPEUTICS INC. CONDENSED CONSOLIDATED BALANCE SHEETS (AMOUNTS IN THOUSANDS OF USD, EXCEPT FOR SHARE AND PER SHARE DATA) (Unaudited)

	July 31, 2026	October 31, 2025
Assets		
Current assets:		
Cash and cash equivalents	\$ 41,025	\$ 50,152
Marketable securities - short term	225,295	143,584
Restricted investments	79	79
Investment tax credits receivable	975	927
Prepaid and other current assets	10,526	6,649
Total current assets	277,900	201,391
Marketable securities - long term	—	8,522
Property and equipment, net	2,156	2,477
Operating lease right of use asset	6,877	7,716
Other assets	1,389	1,362
Total assets	<u>\$ 288,322</u>	<u>\$ 221,468</u>
Liabilities and shareholders' equity		
Current liabilities:		
Accounts payable	\$ 2,541	\$ 6,688
Accrued expenses and other current liabilities	22,220	15,275
Operating lease liabilities, current	2,249	2,014
Current portion of note payable	199	8,002
Total current liabilities	27,209	31,979
Note payable, net of current portion	25,155	15,324
Operating lease liabilities, net of current portion	5,668	6,455
Total liabilities	58,032	53,758
Shareholders' equity:		
Common shares, no par value; unlimited shares authorized, 67,014,067 and 52,018,658 shares issued and outstanding as of July 31, 2026 and October 31, 2025, respectively.	632,021	513,281
Additional paid-in capital	64,132	27,349
Accumulated other comprehensive loss	(1,351)	(888)
Accumulated deficit	(464,512)	(372,032)
Total shareholders' equity	230,290	167,710
Total liabilities and shareholders' equity	<u>\$ 288,322</u>	<u>\$ 221,468</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

ENGINE THERAPEUTICS INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
(AMOUNTS IN THOUSANDS OF USD, EXCEPT FOR SHARE AND PER SHARE DATA)
(Unaudited)

	Three Months Ended July 31,		Nine Months Ended July 31,	
	2026	2025	2026	2025
Operating expenses:				
Research and development	\$ 20,090	\$ 22,575	\$ 64,540	\$ 62,758
General and administrative	13,924	7,372	32,627	20,926
Total operating expenses	34,014	29,947	97,167	83,684
Loss from operations	34,014	29,947	97,167	83,684
Other expenses (income), net:				
Interest income	(2,401)	(2,233)	(7,804)	(7,451)
Interest expense	843	758	2,320	2,244
Loss on extinguishment of debt	—	—	488	—
Other expenses, net	45	280	309	448
Total other income, net	(1,513)	(1,195)	(4,687)	(4,759)
Net loss before income taxes	32,501	28,752	92,480	78,925
Provision for income taxes	—	239	-	497
Net loss	\$ 32,501	\$ 28,991	\$ 92,480	\$ 79,422
Other comprehensive loss (income):				
Unrealized loss (gain) on available-for-sale investments	210	240	463	(210)
Total comprehensive loss	\$ 32,711	\$ 29,231	\$ 92,943	\$ 79,212
Net loss per share of common shares, basic and diluted	\$ 0.47	\$ 0.57	\$ 1.34	\$ 1.56
Weighted-average common shares outstanding, basic and diluted	69,734,610	51,097,711	68,898,554	51,031,618

The accompanying notes are an integral part of these condensed consolidated financial statements.

ENGINE THERAPEUTICS INC.
CONDENSED CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(AMOUNTS IN THOUSANDS OF USD, EXCEPT FOR SHARE AND PER SHARE DATA)
(Unaudited)

	Common Shares		Additional Paid in Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Shareholders' Equity
	Shares	Amount				
Balance at October 31, 2024	<u>50,976,676</u>	<u>\$ 509,811</u>	<u>\$ 18,950</u>	<u>\$ (1,419)</u>	<u>\$ (254,730)</u>	<u>\$ 272,612</u>
Exercise of stock options	884	1	—	—	—	1
Share-based compensation expense	—	—	1,809	—	—	1,809
Other comprehensive income	—	—	—	144	—	144
Net loss	—	—	—	—	(24,616)	(24,616)
Balance at January 31, 2025	<u>50,977,560</u>	<u>\$ 509,812</u>	<u>\$ 20,759</u>	<u>\$ (1,275)</u>	<u>\$ (279,346)</u>	<u>\$ 249,950</u>
Exercise of stock options	93,291	309	(109)	—	—	200
Share-based compensation expense	—	—	2,650	—	—	2,650
Other comprehensive income	—	—	—	306	—	306
Net loss	—	—	—	—	(25,815)	(25,815)
Balance at April 30, 2025	<u>51,070,851</u>	<u>\$ 510,121</u>	<u>\$ 23,300</u>	<u>\$ (969)</u>	<u>\$ (305,161)</u>	<u>\$ 227,291</u>
Exercise of stock options	34,956	43	(12)	—	—	31
Share-based compensation expense	—	—	2,581	—	—	2,581
Other comprehensive income	—	—	—	(240)	—	(240)
Net loss	—	—	—	—	(28,991)	(28,991)
Balance at July 31, 2025	<u>51,105,807</u>	<u>\$ 510,164</u>	<u>\$ 25,869</u>	<u>\$ (1,209)</u>	<u>\$ (334,152)</u>	<u>\$ 200,672</u>

	Common Shares		Additional Paid in Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Shareholders' Equity
	Shares	Amount				
Balance at October 31, 2025	<u>52,018,658</u>	<u>\$ 513,281</u>	<u>\$ 27,349</u>	<u>\$ (888)</u>	<u>\$ (372,032)</u>	<u>\$ 167,710</u>
Exercise of stock options	117,868	440	(163)	—	—	277
Share-based compensation expense	—	—	2,803	—	—	2,803
Issuance of common shares in connection with public offering, net of issuance costs	14,852,940	118,271	—	—	—	118,271
Issuance of pre-funded warrants, net of issuance costs	—	—	21,780	—	—	21,780
Issuance of warrants in connection with Second Amended Term Loan	—	—	411	—	—	411
Other comprehensive income	—	—	—	46	—	46
Net loss	—	—	—	—	(29,752)	(29,752)
Balance at January 31, 2026	<u>66,989,466</u>	<u>\$ 631,992</u>	<u>\$ 52,180</u>	<u>\$ (842)</u>	<u>\$ (401,784)</u>	<u>\$ 281,546</u>
Exercise of stock options	—	3	—	—	—	3
Share-based compensation expense	—	—	4,145	—	—	4,145
Other comprehensive loss	—	—	—	(299)	—	(299)
Net loss	—	—	—	—	(30,227)	(30,227)
Balance at April 30, 2026	<u>66,989,466</u>	<u>\$ 631,995</u>	<u>\$ 56,325</u>	<u>\$ (1,141)</u>	<u>\$ (432,011)</u>	<u>\$ 255,168</u>
Exercise of stock options	24,601	26	(3)	—	—	23
Share-based compensation expense	—	—	7,810	—	—	7,810
Other comprehensive loss	—	—	—	(210)	—	(210)
Net loss	—	—	—	—	(32,501)	(32,501)
Balance at July 31, 2026	<u>67,014,067</u>	<u>\$ 632,021</u>	<u>\$ 64,132</u>	<u>\$ (1,351)</u>	<u>\$ (464,512)</u>	<u>\$ 230,290</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

ENGINE THERAPEUTICS INC.
CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS
(AMOUNTS IN THOUSANDS OF USD, EXCEPT FOR SHARE AND PER SHARE DATA)
(Unaudited)

	Nine months ended July 31,	
	2026	2025
Cash flows from operating activities:		
Net loss	\$ (92,480)	\$ (79,422)
Adjustments to reconcile net loss to net cash used in operating activities:		
Non-cash interest expense	533	645
Loss on extinguishment of debt	488	—
Loss on impairment of assets	147	—
Non-cash lease expense	716	125
Accretion of marketable securities	(1,365)	(2,645)
Unrealized foreign currency losses	11	28
Share-based compensation expense	14,758	7,040
Depreciation of property and equipment	547	338
Changes in operating assets and liabilities:		
Investment tax credit receivable	(49)	(378)
Prepaid expenses and other assets	(3,908)	3
Accounts payable	(4,151)	970
Accrued expenses and other current liabilities	6,943	(1,024)
Lease liabilities	(537)	43
Net cash used in operating activities	(78,347)	(74,277)
Cash flows from investing activities		
Purchases of property and equipment	(251)	(1,048)
Purchases of marketable securities	(261,780)	(153,095)
Proceeds from maturities of marketable securities	189,493	88,505
Net cash used in investing activities	(72,538)	(65,638)
Cash flows from financing activities		
Proceeds from Second Amended Term Loan	25,000	—
Repayment of Amended Term Loan principal	(23,053)	(699)
Payment of issuance costs associated with Second Amended Term Loan	(545)	—
Proceeds from issuance of pre-funded warrants	23,250	—
Proceeds from public offering	126,250	—
Payment of issuance cost associated with public offering and pre-funded warrants	(9,448)	—
Proceeds from exercise of stock options	303	232
Net cash provided by financing activities	141,757	(467)
Effect of exchange rate changes on cash and cash equivalents	1	1
Net decrease in cash and cash equivalents	(9,127)	(140,381)
Cash and cash equivalents at beginning of period	50,152	173,004
Cash and cash equivalents at end of period	\$ 41,025	\$ 32,623
Supplemental cash flow information:		
Cash paid for interest	\$ 1,590	\$ 1,578
Warrant value issued as part of Second Amended Term Loan	\$ 411	\$ -
Right of use assets obtained in exchange for lease liabilities	—	6,352

The accompanying notes are an integral part of these condensed consolidated financial statements.

ENGINE THERAPEUTICS INC.
NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(AMOUNTS IN THOUSANDS OF USD, EXCEPT FOR SHARE AND PER SHARE DATA)
(Unaudited)

1. Description of Business

enGene Therapeutics Inc., formerly enGene Holdings Inc., together with its consolidated subsidiaries enGene Inc. and enGene USA, Inc. (“enGene” or the “Company”) is a clinical-stage biotechnology company focused on developing genetic medicines to improve the lives of patients, and its head office is located in Montreal, Quebec, Canada. The Company is developing non-viral genetic medicines based on its novel and proprietary dually derived chitosan, or “DDX”, gene delivery platform, which allows localized delivery of multiple gene cargos directly to mucosal tissues and other organs. We currently only have one product candidate, detalimogene, which is in a pivotal Phase 2 trial.

The Company lists its Common Shares and Warrants on the Nasdaq Global Market under the symbols “ENGN” and “ENGNW,” respectively.

Segment Information

The Company considered the Company’s organizational structure and the information regularly reviewed and evaluated by the Company’s chief operating decision maker (“CODM”) when deciding how to allocate resources and assess performance. The Company has determined that its CODM is its Chief Executive Officer (“CEO”). The CODM reviews the financial information on a consolidated basis for purposes of evaluating financial performance and allocating resources. Based on this factor, the Company determined that it operates and manages its business as a single operating segment. As of July 31, 2026, the Company had \$5.5 million and \$3.6 million in long-lived assets held in the United States and in Canada, respectively. As of October 31, 2025, the Company had \$7.2 million and \$3.0 million in long-lived assets held in the United States and in Canada, respectively.

Liquidity and Going Concern

In accordance with Accounting Standards Codification (“ASC”) 205-40, *Going Concern*, the Company has evaluated whether there are any conditions and events, considered in the aggregate, that raise substantial doubt about the Company’s ability to continue as a going concern within one year after the date these consolidated financial statements are issued. As indicated in Note 16, Strategic Restructuring, in June 2026 the Company announced a plan to reduce its workforce by approximately 50% to streamline operations and preserve cash, in alignment with the Company’s strategic priorities. As of the issuance date of these consolidated financial statements, the Company expects that its existing cash, cash equivalents and marketable securities as of July 31, 2026 will be sufficient to fund its operating expenses and debt obligations requirements for at least the next 12 months.

The Company’s interim condensed consolidated financial statements have been prepared assuming the Company will continue as a going concern, which presumes the Company will continue in operation for the foreseeable future and will be able to realize its assets and discharge its liabilities and commitments in the ordinary course of business.

As an emerging growth entity, the Company has devoted substantially all of its resources since inception to organizing and staffing the Company, raising capital, establishing its intellectual property portfolio, acquiring or discovering product candidates, research and development activities for developing non-viral genetic medicines and other compounds, establishing arrangements with third parties for the manufacture of its product candidates and component materials, and providing general and administrative support for these operations. As a result, the Company has incurred significant operating losses and negative cash flows from operations since its inception and anticipates such losses and negative cash flows will continue for the foreseeable future.

The Company has incurred a net loss of \$92.5 million and negative cash flows from operating activities of \$78.3 million for the nine months ended July 31, 2026 and, as of that date, has an accumulated deficit of \$464.5 million. The Company has not yet commercialized any product candidates and does not expect to generate revenue until the approval and subsequent launch of detalimogene or from other sources, if at all.

Even if the implementation of the workforce reduction and cash preservation strategy announced in June 2026 provides the anticipated cost savings as expected, the Company will need additional funding to support its continuing operations, service its outstanding debt and pursue its development strategy. To date, the Company has not generated any revenues and has financed its liquidity needs primarily through public and PIPE financings, offering debt, and issuance of warrants. The Company may seek additional funding through public or private equity offerings, debt financings, collaborations, strategic alliances or licensing arrangements with third parties or other means. There is no assurance that the Company will be successful in obtaining sufficient funding on acceptable terms, if at all, and it could be forced to delay, reduce or eliminate some or all of its research and development

ENGINE THERAPEUTICS INC.
NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(AMOUNTS IN THOUSANDS OF USD, EXCEPT FOR SHARE AND PER SHARE DATA)

programs or commercialization efforts, which could materially adversely affect the Company's business prospects or its ability to continue operations.

2. Summary of Significant Accounting Policies

The Company's significant accounting policies are disclosed in the audited consolidated annual financial statements for the years ended October 31, 2025 and 2024 and notes thereto, as found in our Annual Report on Form 10-K for the year ended October 31, 2025. These interim condensed consolidated financial statements should be read in conjunction with the consolidated annual financial statements. Since the date of those annual financial statements, the Company began using a blended weighted average historical volatility which includes the Company's volatility and guideline company volatilities to determine volatility for awards granted beginning in the first quarter ended January 31, 2026. There have been no other changes to the Company's significant accounting policies.

Use of Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America ("GAAP") requires management to make estimates and judgments that may affect the reported amounts of assets and liabilities and related disclosures of contingent assets and liabilities at the date of the financial statements and the related reporting of expense during the reporting period. Significant estimates of accounting reflected in these consolidated financial statements include, but are not limited to, accrued research and development expenses. Actual results could differ from those estimates.

Unaudited Interim Financial Information and Basis of Presentation

The accompanying unaudited interim condensed consolidated financial statements have been prepared in conformity with GAAP for interim financial reporting and accordingly, they do not include all of the information and footnotes required by GAAP for annual financial statements. The condensed consolidated balance sheet at October 31, 2025 has been derived from the audited consolidated financial statements at that date but does not include all of the information and footnotes required by GAAP for annual financial statements. These interim financial statements include the accounts of the Company and its wholly owned subsidiaries, enGene, Inc. and enGene USA, Inc. All intercompany accounts and transactions have been eliminated in consolidation. The unaudited interim condensed consolidated financial statements have been prepared on the same basis as the audited consolidated annual financial statements as of October 31, 2025 and 2024 and, in the opinion of management, reflect all adjustments, which include only normal recurring adjustments, necessary for a fair statement of the Company's condensed consolidated balance sheet as of July 31, 2026, the condensed consolidated statements of operations and comprehensive loss for the three and nine months ended July 31, 2026 and 2025, the condensed consolidated statement of shareholders' equity for the three and nine months ended July 31, 2026 and 2025, and condensed consolidated statements of cash flows for the nine months ended July 31, 2026 and 2025. The financial data and other information disclosed in these notes related to the three and nine months ended July 31, 2026 and 2025 are unaudited. The results for the three and nine months ended July 31, 2026 and 2025 are not necessarily indicative of results to be expected for the year ending October 31, 2026, any other interim periods, or any future year or period.

Foreign Currency

Transaction gains and losses from currency exchange rate fluctuations on transactions denominated in a currency other than the U.S. Dollar functional currency are recorded in Other income (expense), net in the Company's condensed consolidated statements of operations and comprehensive loss. Such transaction gain and losses may be realized or unrealized depending upon whether the transaction settled during the period or remains outstanding at the balance sheet date. The functional currency of the Company and its consolidated subsidiaries is the U.S. Dollar.

Recently Issued Accounting Pronouncements – Not Yet Adopted

In May 2026, the FASB issued ASU 2026-02, *Environmental Credits and Environmental Credit Obligations (Topic 818)*, which establishes new guidance for the recognition, measurement, presentation, and disclosure of environmental credits and related obligations. The new guidance is effective for fiscal years beginning after December 15, 2027, and interim periods within those fiscal years, with early adoption permitted. The Company is currently evaluating the effect of this updated standard on its consolidated financial statements and related disclosures.

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In September 2025, the FASB issued ASU 2025-06, *Intangibles - Goodwill and Other - Internal Use Software (Subtopic 350-40) Targeted Improvements to the Accounting for Internal-Use Software*, which removes references to project stages and clarified when the Company is required to begin capitalizing eligible costs. The new guidance is effective for fiscal years beginning after December 15, 2027, and interim periods within those fiscal years, with early adoption permitted. ASU 2025-06 may be applied retrospectively or prospectively. The Company is currently evaluating the effect of this updated standard on its consolidated financial statements and related disclosures.

In November 2024, the FASB issued ASU 2024-03, *Income Statement - Reporting Comprehensive Income- Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses*, as further clarified by ASU 2025-01, *Income Statement - Reporting Comprehensive Income- Expense Disaggregation Disclosures (Subtopic 220-40): Clarifying the Effective Date*, issued in January, 2025, which requires entities to disclose additional information about specific expense categories in the notes to the financial statements. This ASU is effective for annual periods beginning after December 15, 2026 and for interim periods within fiscal years beginning after December 15, 2027. Early adoption is permitted. ASU 2024-03 may be applied retrospectively or prospectively. The Company is currently evaluating the effect of this updated standard on its consolidated financial statements and related disclosures.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740) - Improvements to Income Tax Disclosures*, which improves transparency of income tax disclosures by requiring (1) consistent categories and greater disaggregation of information in the rate reconciliation and (2) income taxes paid disaggregated by jurisdiction. ASU No 2023-09 is effective for the Company's annual financial statements for the year ending October 31, 2026. The Company is currently evaluating the impact of the guidance on the financial statements and related disclosures.

In October 2023, the FASB issued ASU 2023-06, *Disclosure Improvements: Codification Amendments in Response to the SEC's Disclosure Update and Simplification Initiative*, which amends GAAP to reflect updates and simplifications to certain disclosure and presentation requirements referred to FASB by the SEC. The targeted amendments incorporate 14 of the 27 disclosures referred by the SEC into codification. Each amendment in ASU 2023-06 is effective on the date on which the SEC's removal of the related disclosure requirement from Regulation S-X or Regulation S-K becomes effective but will not be effective if the SEC has not removed the applicable disclosure requirements by June 30, 2027. Early adoption is prohibited. The Company is currently evaluating the impact of the amendments on its financial statements and related disclosures.

3. Fair Value Measurements

The following table presents the Company's fair value hierarchy for financial assets measured at fair value as of July 31, 2026:

Description	Total	July 31, 2026		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Unobservable Inputs (Level 3)
Assets				
Cash equivalents				
Money market funds	\$ 15,640	\$ 15,640	\$ —	\$ —
U.S. government treasuries	3,157	3,157	—	—
Short term marketable securities:				
U.S. government treasuries	211,585	211,585	—	—
Government agency securities	13,710	—	13,710	—
Total financial assets	\$ 244,092	\$ 230,382	\$ 13,710	\$ —

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The following table presents the Company's fair value hierarchy for financial assets measured at fair value as of October 31, 2025:

		October 31, 2025		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Description	Total			
Assets				
Cash equivalents				
Money market funds	\$ 8,642	\$ 8,642	\$ —	\$ —
U.S. government treasuries	21,623	21,623	—	—
Government agency securities	3,249	—	3,249	—
Short term marketable securities:				
U.S. government treasuries	125,467	125,467	—	—
Government agency securities	18,117	—	18,117	—
Long term marketable securities:				
U.S. government treasuries	8,522	8,522	—	—
Total financial assets	\$ 185,620	\$ 164,254	\$ 21,366	\$ —

As of July 31, 2026 and October 31, 2025, the Company classified its government agency marketable securities as Level 2 within the valuation hierarchy. The Company estimates the fair value of these marketable securities by taking into consideration valuations obtained from third-party pricing sources. These pricing sources utilize industry standard valuation models, including both income and market-based approaches, for which all significant inputs are observable, either directly or indirectly to estimate fair value. These inputs include market pricing based on real time trade data for the same or similar securities, issuer credit spreads, benchmark yields, and other observable inputs.

During the three and nine months ended July 31, 2026 and 2025, there were no transfers or reclassifications between fair value measurement levels of assets or liabilities. The carrying values of all other financial current assets, accounts payable and accrued expenses approximate their fair values due to the short-term nature of these assets and liabilities.

4. Marketable Securities

The Company invests in money market funds, U.S. Treasury and government agency debt securities; all marketable securities are classified as available-for-sale and carried at fair value, with unrealized changes in fair value reflected in the other comprehensive income in the condensed consolidated statements of shareholders' equity.

As of July 31, 2026, the marketable securities consisted of the following:

Description	July 31, 2026			
	Amortized Cost	Unrealized Gains	Unrealized Losses	Aggregate Fair Value
<i>Cash equivalents and short-term investments:</i>				
Money market funds, included in cash and cash equivalents	\$ 15,640	\$ —	\$ —	\$ 15,640
U.S. government treasuries	215,071	8	(337)	214,742
Government agency securities	13,720	—	(10)	13,710
Total cash equivalents and short-term investments	\$ 244,431	\$ 8	\$ (347)	\$ 244,092

As of July 31, 2026, all marketable securities held by the Company had remaining contractual maturities of one year or less.

As of July 31, 2026, the Company held 59 securities, 52 of which, with an aggregate fair value of \$136.1 million, were in an unrealized loss position. All investments in an unrealized loss position were in this position for less than 12 months except for one security that has sustained an unrealized loss position for greater than 12 months; the unrealized loss on this security is immaterial, representing less than 1% of its total value. There has been no change in the credit risk of such securities during the three and nine months ended July 31, 2026. The Company does not intend to sell its investments and it is not more likely than not that the Company

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will be required to sell the securities before recovery of the amortized cost basis of its debt securities. No allowance for credit losses was recorded as of July 31, 2026 because the decline in fair value below amortized cost is not related to credit losses. Securities are evaluated at the end of each reporting period for evidence of the credit-related impairment. The unrealized losses on U.S. treasury and government agency securities range from 0-1% of their amortized cost.

As of October 31, 2025, the marketable securities consisted of the following:

Description	October 31, 2025			
	Amortized Cost	Unrealized Gains	Unrealized Losses	Aggregate Fair Value
Cash equivalents and short-term investments:				
Money market funds, included in cash and cash equivalents	\$ 8,642	\$ —	\$ —	\$ 8,642
U.S. government treasuries	146,984	131	(25)	147,090
Government agency securities	21,368	7	(9)	21,366
Total cash equivalents and short-term investments	\$ 176,994	\$ 138	\$ (34)	\$ 177,098
Long-term investments:				
U.S. government treasuries	8,498	25	(1)	8,522
Total long-term investments	8,498	25	(1)	8,522
Total	185,492	163	(35)	185,620

As of October 31, 2025, all marketable securities held by the Company had remaining contractual maturities of one year or less, except for certain government agency securities that had maturities of one to two years.

As of October 31, 2025, the Company held 50 securities, 14 of which, with an aggregate fair value of \$55.9 million, were in unrealized loss position. All investments in an unrealized loss position were in this position for less than 12 months. The Company does not intend to sell its investments before recovery of the amortized cost basis of its debt securities at maturity and no allowance for credit losses was recorded as of October 31, 2025 because the decline in fair value below amortized cost is not related to credit losses. Securities are evaluated at the end of each reporting period. The unrealized losses on U.S. Treasury and government agency securities range from 0-1% of their amortized cost.

Accrued interest receivable on the Company's marketable securities totaled \$1.9 million and \$1.3 million as of July 31, 2026 and October 31, 2025, respectively, and was presented within prepaids and other current assets on the Company's condensed consolidated balance sheets. No accrued interest receivable was written off during the three and nine months ended July 31, 2026 and 2025.

There were no material realized gains or losses recognized related to available-for-sale securities during the three and nine months ended July 31, 2026 and 2025.

5. Property and Equipment, Net

As of July 31, 2026, and October 31, 2025, property and equipment consisted of the following:

	July 31, 2026	October 31, 2025
Lab equipment	\$ 3,249	\$ 3,134
Office furniture	879	871
Computer equipment	298	169
Leasehold improvements	220	262
Computer software	144	144
Property and equipment	4,790	4,580
Less: Accumulated depreciation and amortization	2,634	2,103
Property and equipment, net	<u>\$ 2,156</u>	<u>\$ 2,477</u>

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Depreciation and amortization expense related to property and equipment was \$0.1 million for each of the three months ended July 31, 2026 and 2025. Depreciation and amortization expense related to property and equipment was \$0.5 million and \$0.3 million for the nine months ended July 31, 2026 and 2025, respectively.

6. Accrued Expenses and Other Current Liabilities

As of July 31, 2026, and October 31, 2025, accrued expenses and other current liabilities consisted of the following:

	July 31, 2026	October 31, 2025
Research and development expenses	\$ 13,464	\$ 9,397
Employee compensation and related benefits	7,102	4,053
Professional fees	989	1,229
Other	665	577
Income taxes payable	-	19
Total accrued expenses and other current liabilities	<u>\$ 22,220</u>	<u>\$ 15,275</u>

7. License Agreement and Clinical Research Organization

License Agreement – Nature Technology Corporation

On April 10, 2020, the Company entered into a Non-Exclusive License Agreement (the “License Agreement”) with Nature Technology Corporation (“NTC”) whereby the Company licenses certain rights to Nanoplasmid™ technology from NTC for commercialization. Under the terms of the License Agreement, NTC granted to the Company and its affiliates a world-wide, non-exclusive, royalty-bearing, sublicensable license to research, have researched, develop, have developed, make, have made, use, have used, import, have imported, sell, offer to sell, and have sold or offered for sale any product in the defined license field. Unless terminated earlier, the NTC license agreement will continue until no valid claim of any licensed patent exists in any country. The Company can voluntarily terminate the license agreement with prior notice to NTC.

The Company paid NTC an initial, upfront fee of \$50 thousand which was recorded as research and development expense upon entering into the License Agreement. Beginning on the first anniversary of the effective date of the License Agreement and on each subsequent anniversary, the Company is required to pay NTC a \$50 thousand annual maintenance fee. The Company is also required to make a payment to NTC of \$50 thousand upon assigning the License Agreement to a third party.

The License Agreement provides for a one-time payment of \$50 thousand for the first dose of a milestone product, as defined in the License Agreement, in the first patient in a Phase I clinical trial or, if there is no Phase I clinical trial, in a Phase II clinical trial, as well as a one-time payment of \$450 thousand upon regulatory approval of a milestone product by the FDA. The first milestone, related to the first dose of a milestone product, was achieved during the year ended October 31, 2021. The second milestone - regulatory approval of a milestone product, has not yet been achieved as of July 31, 2026. The Company is also required to pay NTC a royalty percentage in the low single digits of the aggregate net product sales in a calendar year by the Company, its affiliates or sublicensees on a product-by-product and country-by-country basis, as long as the composition or use of the applicable product is covered by a valid claim in the country where the net sales occurred. Royalty obligations under the license agreement will continue until the expiration of the last valid claim of a licensed patent covering such licensed product in such country.

In the event that the Company or any of its affiliates or sublicensees manufactures any Good Manufacturing Practice (“GMP”) lot of a product, then the Company or any such affiliate or sublicensee will be obligated to pay NTC an amount per manufactured gram of GMP (or its equivalent) lot of product, which varies based on the volume manufactured. The payment will expire on a product-by-product basis upon receipt of regulatory approval to market a product in any country in the licensed territory.

During each of the three and nine months ended July 31, 2026 and 2025, the Company incurred \$13 and \$38 thousand, respectively, of expenses related to the annual maintenance fee under the License Agreement. As of July 31, 2026, the Company had not incurred fees related to the manufacturing payment under the License Agreement. All expenses related to License Agreement are recorded within research and development expenses.

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8. Notes Payable

Amended Loan and Security Agreement and the First and Second Amendments

On December 30, 2021, the Company entered into a Loan and Security Agreement (the "2021 Loan Agreement") with Hercules Capital, Inc. ("Hercules") for the issuance of a term loan facility with an aggregate principal amount of up to \$20.0 million (the "2021 Term Loan"). On December 22, 2023 (the "Original Closing Date"), the Company entered into an Amended and Restated Loan and Security Agreement (the "2023 Loan Agreement"), with Hercules, as agent and lender, and the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"). The 2023 Loan Agreement amended and restated in its entirety the 2021 Loan Agreement. The 2023 Loan Agreement provided for a term loan facility of up to \$50.0 million available in multiple tranches (the "2023 Term Loan"), as follows: (i) an initial term loan advance (the "Tranche 1 Advance") that was made on the Tranche 1 Advance closing of \$22.5 million, approximately \$8.6 million of which was applied to refinance in full the term loans outstanding under the 2021 Loan Agreement, (ii) subject to the achievement of the specified Interim Milestone (the "Interim Milestone"), which includes no default or event of default, delivery of written notice to the Lenders that the Company has conducted an analysis of interim efficacy of data from the clinical evaluation of detalimogene in the Phase 2 clinical study, and satisfaction of certain other conditions precedent, a right of the Company to request that the Lenders make additional term loan advances in an aggregate principal amount of up to \$7.5 million from the date of achievement of the Interim Milestone through the earlier of (x) 60 days following the achievement of the Interim Milestone and (y) March 31, 2025, and (iii) an uncommitted tranche subject to the Lenders' investment committee approval and satisfaction of certain other conditions precedent (including payment of a 0.75% facility charge on the amount borrowed), pursuant to which the Company may request from time to time up to and including the Amortization Date (as defined below) that the Lenders make additional term loan advances to the Company in an aggregate principal amount of up to \$20.0 million. The Company is required to pay on January 1, 2028, an end of term fee equal to 5.50% of the aggregate principal amount of the 2023 Term Loan (the "2023 End of Term Charge"). The Company was also required to pay on July 1, 2025, \$0.7 million representing the 2021 Term Loan end of term charge.

On December 18, 2024, the Company entered into a First Amendment to Amended and Restated Loan and Security Agreement (the "First Amendment", and together with the 2023 Loan Agreement, the "First Amended Loan Agreement") with the Lenders. The First Amendment modified the 2023 Loan Agreement to reallocate the \$7.5 million previously available under Tranche 2 (as described in the Second Amended Loan Agreement, as defined below), which was not drawn by the Company upon achievement of the Interim Milestone, to Tranche 3 (as defined in the Second Amended Loan Agreement). Pursuant to the First Amendment, the \$7.5 million advance originally available upon achievement of the Interim Milestone was added to the uncommitted tranche subject to the Lenders' investment committee approval and satisfaction of certain other conditions precedent (including payment of a 0.75% facility charge on the amount borrowed), pursuant to which the Company could request from time to time that the Lenders make additional loan advances to the Company in an aggregate principal amount of up to \$27.5 million. The First Amendment did not change the total term loan facility available to the Company of up to \$50.0 million. The First Amendment further provided for certain administrative changes in accordance with the foregoing.

On January 20, 2026 (the "Second Amendment Closing Date"), the Company entered into a Second Amendment to its Amended and Restated Loan and Security Agreement (the "Second Amendment", and together with the First Amended Loan Agreement, the "Second Amended Loan Agreement") with the Lenders. The Second Amendment modified the First Amended Loan Agreement to, amongst other things: (i) increase the term loan facility from \$50.0 million up to \$125.0 million to be made available to the Company upon the achievement of certain milestones (the "2026 Term Loan"), (ii) extend the maturity date of the facility, and (iii) provide for certain other updates.

The Second Amended Loan Agreement provides for up to \$125.0 million available for advances in multiple tranches, as follows: (i) an initial term loan advance of \$25.0 million to refinance in full the term loans outstanding under the First Amended Loan Agreement, which advance was issued to the Company on the Second Amendment Closing Date; (ii) an aggregate principal amount of up to \$35.0 million, subject to the achievement of the Clinical Milestone (as defined in the Second Amended Loan Agreement) and satisfaction of certain other conditions precedent, and continuing through March 31, 2027; (iii) an aggregate principal amount of up to \$20.0 million, subject to the achievement of the specified Approval Milestone (as defined in the Second Amended Loan Agreement) and continuing through the earlier of (x) 90 days following the Approval Milestone and (y) December 15, 2027; (iv) an aggregate principal amount of up to \$20.0 million, subject to the achievement of the specified Commercial Milestone (as defined in the Second Amended Loan Agreement) and continuing through the earlier of (x) 90 days following the Commercial Milestone and (y) December 15, 2028; and (v) an uncommitted tranche subject to the Lenders' investment committee approval and satisfaction of certain other conditions precedent, pursuant to which enGene may request from time to time up to and including the Amortization Date (as defined in the Second Amended Loan Agreement) that the Lenders make additional term loan advances in an aggregate principal amount of up to \$25.0 million.

The 2026 Term Loan matures on January 1, 2030 (the "2026 Term Loan Maturity Date"). The Company is required to pay to the

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Lenders upon the earlier of (i) the 2026 Term Loan Maturity Date; (ii) payment in full of the 2026 Term Loan; or (iii) the date that the Secured Obligations (as defined in the Second Amended Loan Agreement) become due and payable, an end of term fee equal to 5.95% of the aggregate principal amount of the advances made for the 2026 Term Loan (the "2026 End of Term Charge"). Advances under each tranche are subject to a facility charge, ranging from 0.50% to 0.75% of the aggregate principal amount advanced. The 2026 Term Loan bears cash interest payable monthly at an annual rate equal to the greater of (a) the prime rate of interest as reported in the Wall Street Journal plus 2.25% (capped at 10.25%) and (b) 9.25%. After the Amortization Date, the outstanding 2026 Term Loan and interest shall be repayable in equal monthly payments of principal and accrued interest until the 2026 Term Loan Maturity Date. The Interim Milestone under the First Amended Loan Agreement was achieved during the year ended October 31, 2024. No other milestones under the Second Amended Loan Agreement have been achieved as of July 31, 2026. The effective interest rate of the 2026 Term Loan was 12.1% as of July 31, 2026.

At the Company's option, the Company may elect to prepay all, but not less than all, of the outstanding term loans by paying the entire principal balance and all accrued and unpaid interest thereon plus a prepayment charge equal to the following percentage of the principal amount being prepaid: (i) 3.0% of the principal amount outstanding if the prepayment occurs in any of the first twelve months following the Second Amendment Closing Date; (ii) 2.0% of the principal amount outstanding if the prepayment occurs after the first twelve months following the Second Amendment Closing Date but on or prior to twenty-four months following the Second Amendment Closing Date; and (iii) 1.0% of the principal amount outstanding if prepayment were to occur at any time thereafter but prior to the 2026 Term Loan Maturity Date.

As of July 31, 2026, the Company had borrowed \$25.0 million under the Second Amended Loan Agreement and incurred \$2.9 million of debt discount and issuance costs inclusive of legal fees and the 2023 End of Term Charge and 2026 End of Term Charge. The remaining \$100.0 million of the uncommitted tranches subject to satisfaction of certain other milestone conditions precedent described above remains undrawn and available to the Company if conditions and milestones are met.

The Company accounted for the Second Amended Loan Agreement as an extinguishment of the 2023 Term Loan. As a result of the extinguishment, the Company recorded a loss of \$0.5 million as a component within other income and expense in the Company's consolidated statement of operations during the nine months ended July 31, 2026, which represented the difference between the fair value of the Second Amended Term Loan, including fees and the fair value of warrants provided directly to the lender, and the carrying value of the Prior Term Loan at the time of extinguishment. No loss on extinguishment was recorded during the three months ended July 31, 2026.

Pursuant to the Second Amended Loan Agreement, the Company has granted Hercules a security interest senior to any current and future debts and to any security interest in all of the Company's right, title, and interest in, to and under all of the Company's property and other assets, subject to limited exceptions including the Company's intellectual property.

The Second Amended Loan Agreement contains negative covenants that, among other things and subject to certain exceptions, could restrict the Company's ability to incur additional liens, incur additional indebtedness, make investments, including acquisitions, engage in fundamental changes, sell or dispose of assets that constitute collateral, including certain intellectual property, pay dividends or make any distribution or payment on or redeem, retire or purchase any equity interests, amend, modify or waive certain material agreements or organizational documents and make payments of certain subordinated indebtedness. The Second Amended Loan Agreement also contains certain events of default, including but not limited to those arising from material adverse events (as defined in the Second Amended Loan Agreement), and representations, warranties and both financial and non-financial covenants of the Company. As of July 31, 2026 and the date hereof, the Company is in compliance with all covenants, including the financial covenant requiring the Company to maintain a balance of \$10.0 million in unrestricted cash.

Hercules Warrants

In connection with the First Amended Loan Agreement, the Company agreed to issue to the Lenders in connection with each advance of 2023 Term Loans warrants to purchase that number of the Company's common shares as was equal to 2% of the aggregate principal amount of such 2023 Term Loan advance, divided by the warrants per share exercise price of \$7.21 (which exercise price equals the ten-day volume weighted average price for the ten (10) trading days preceding the Original Closing Date and is subject to customary adjustments under the terms of such warrants) (the "Hercules 2023 Warrants"). Each Hercules 2023 Warrant is exercisable for a period of seven years from its issuance. In connection with the Tranche 1 Advance of the 2023 Term Loans, the Company issued to the Lenders an aggregate number of 62,413 Hercules 2023 Warrants on the Original Closing Date.

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In connection with the Second Amended Loan Agreement, the Company also agreed to issue to the Lenders in connection with each advance of 2026 Term Loans warrants to purchase that number of the Company's common shares as shall be equal to 1.50% of the aggregate principal amount of such 2026 Term Loan advance divided by the warrant per share exercise price of \$9.18 (which exercise price equals the three-day volume weighted average price for the three (3) trading days preceding the Second Amendment Closing Date and is subject to customary adjustments under the terms of such warrants) (the "Hercules 2026 Warrants" and, together with the Hercules 2023 Warrants, the "Hercules Warrants"). Each Hercules 2026 Warrant is exercisable for a period of seven years from issuance.

In connection with the 2026 Tranche 1 Advance of 2026 Term Loans, the Company issued to the Lenders an aggregate number of 40,850 Hercules 2026 Warrants on the Second Amendment Closing Date.

Under the terms of the Second Amended Loan Agreement, the maximum number of Hercules 2026 Warrants and resultant underlying common shares of the Company that can be issued is 204,248 (i.e. 1.50% of the \$125,000,000 total commitment amount divided by the exercise price of \$9.18). The Hercules Warrants have been determined to be equity classified as they do not meet the definition of a liability under ASC 480 and are considered indexed to the Company's common shares as prescribed by ASC 815. Upon entering into the Second Amended Loan Agreement, \$0.3 million of the total \$25.0 million 2026 Tranche 1 Advance was allocated to the Hercules 2026 Warrants, on a relative fair value basis, and recorded within additional paid in capital.

Warrants subsequently issued under the Second Amended Loan Agreement shall be substantially in the form of the Hercules 2026 Warrants.

As of July 31, 2026 and October 31, 2025, the carrying value of the term loans consisted of the following:

	July 31, 2026	October 31, 2025
Note payable, including End of Term Charge	\$ 27,725	\$ 24,231
Debt discount, net of accretion	(2,570)	(1,088)
Accrued interest	199	183
Note payable, net of discount	<u>\$ 25,354</u>	<u>\$ 23,326</u>

As of July 31, 2026, the Company classified accrued interest as current and the entire note payable as long-term as no principal payments were due in the next 12 months. As of October 31, 2025, the Company classified \$8.0 million of the note payable as current. During the three months ended July 31, 2026 and 2025, the Company recognized \$0.8 million of interest expense related to the term loans for each period, of which \$0.2 million was related to the amortization of the debt discounts for each period. During the nine months ended July 31, 2026 and 2025, the Company recognized \$2.3 million and \$2.2 million of interest expense related to the term loans, for each period, of which \$0.6 million and \$0.4 million was related to the amortization of the debt discounts for each period.

Estimated future principal payments due under the Term Loan, including the contractual End of Term Charges and paid in kind interest are as follows as of July 31, 2026:

	Note Principal Payments
2026	—
2027	—
2028	1,238
2029	18,991
2030	7,496
Total principal payments, including End of Term Charge	<u>27,725</u>

As of July 31, 2026, based on borrowing rates available to the Company for loans with similar terms and consideration of the Company's credit risk, the carrying value of the Company's variable interest rate debt, excluding unamortized debt issuance costs, approximates fair value.

9. Common Shares

The Company has an unlimited number of Common Shares authorized for issuance, with no par value. As of July 31, 2026 and October 31, 2025, there were 67,014,067 and 52,018,658 Common Shares outstanding, respectively.

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The holders of the Common Shares are entitled to one vote per Common Share held on all matters submitted to a vote of shareholders. Common shareholders are entitled to receive dividends, as may be declared by the Company's board of directors, or the "Board", if any, subject to the preferential dividend rights of preferred shares. Through July 31, 2026, no cash dividends had been declared or paid.

On March 9, 2026, the Company entered into a Sales Agreement (the "Sales Agreement") with Leerink Partners LLC ("Leerink"), as agent, pursuant to which the Company may offer and sell, from time to time, through Leerink, up to \$100,000,000 of Common Shares, and concurrently terminated the prior Open Market Sale Agreement dated December 20, 2024 by and between the Company and Jefferies LLC (the "Prior Open Market Sale Agreement"). Through July 31, 2026, the Company sold no Common Shares under the Sales Agreement or the Prior Open Market Sale Agreement, prior to its termination date.

On November 12, 2025, the Company entered into an underwriting agreement with Jefferies LLC, Leerink Partners LLC and Wells Fargo Securities, LLC, as representatives of the several underwriters named therein (collectively, the "Underwriters") relating to the issuance and sale by the Company, in an underwritten public offering, of 12,558,823 Common Shares at an offering price of \$8.50 per Common Share and pre-funded warrants to purchase 2,735,295 Common Shares at an offering price of \$8.4999 per pre-funded warrant (the "Pre-Funded Warrants"), in each case before underwriting discounts and commissions. The offering closed on November 14, 2025. The aggregate gross proceeds from the offering were approximately \$130.0 million, before deducting the underwriting discounts and commissions and offering expenses of approximately \$8.2 million.

The Company also granted to the Underwriters a 30-day option to purchase up to 2,294,117 additional Common Shares at the public offering price, less underwriting discounts and commissions (the "Option"), which the Underwriters exercised in full pursuant to a Notice of Exercise dated November 14, 2025. The aggregate gross proceeds from the Option exercise were approximately \$19.5 million, before deducting the underwriting discounts and commissions and offering expenses of approximately \$1.2 million. The offering closed on November 18, 2025, with respect to the Option.

Pre-Funded Warrants to Purchase Common Shares

As of July 31, 2026, the Company had 2,735,295 Pre-Funded Warrants to purchase common shares outstanding. The Pre-Funded Warrants have an exercise price of \$0.0001 and do not expire. A holder may not exercise any portion of a pre-funded warrant to the extent that immediately prior to or after giving effect to such exercise the holder would own more than 9.99% of the Company's outstanding Common Shares immediately after exercise, which percentage may be changed at the holder's election to a lower or higher percentage not in excess of 19.99% (if exceeding such percentage would result in a change of control under Nasdaq Listing Rule 5635(b) or any successor rule) upon 61 days' notice to the Company, subject to the terms of the Pre-Funded Warrants. The common share Pre-Funded Warrants have been determined to be equity classified as they do not meet the definition of a liability under ASC 480 and are considered indexed to the Company's common shares as prescribed by ASC 815.

Warrants to Purchase Common Shares

As of July 31, 2026, the Company had 8,552,818 warrants to purchase common shares outstanding. As of October 31, 2025, the Company had 8,511,968 warrants to purchase common shares outstanding.

Of the warrants to purchase common shares outstanding as of July 31, 2026, 8,449,555 of the warrants have an exercise price of \$11.50, and are exercisable through October 31, 2028 (the "Public Warrants"). The Company may elect to call in the warrants for redemption if the share price of the Company equals or exceeds \$18.00 for any twenty (20) trading days within the thirty (30) trading-day period ending on the third (3rd) trading day prior to the date on which notice of the redemption is given, subject to adjustments as provided in the terms of the warrant agreement. The Public Warrants have been determined to be equity classified as they do not meet the definition of a liability under ASC 480 and are considered indexed to the Company's common shares as prescribed by ASC 815. The Public Warrants are listed on the Nasdaq Capital Market under the symbol "ENGW".

An additional 62,413 Hercules 2023 Warrants outstanding as of July 31, 2026 were issued to the Lenders in connection with the First Amended Loan Agreement on December 22, 2023, have an exercise price of \$7.21, are exercisable at any time beginning on December 22, 2023, and expire on December 22, 2030, or seven years from the issuance date.

An additional 40,850 Hercules 2026 Warrants outstanding as of July 31, 2026 were issued to the Lenders in connection with the Second Amended Loan Agreement on January 20, 2026, have an exercise price of \$9.18, are exercisable at any time beginning on January 20, 2026, and expire on January 20, 2033, or seven years from the issuance date.

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The Hercules Warrants have been determined to be equity classified as they do not meet the definition of a liability under ASC 480 and are considered indexed to the Company's common shares as prescribed by ASC 815. Please refer to Note 10, Share-Based Compensation, below for the summary of the Common Shares reserved for the exercise of Common Share warrants, share options, and remaining shares reserved for future issuance under and outside the Company's Amended and Restated enGene Therapeutics Inc. 2023 Incentive Equity Plan (as defined below).

10. Share-Based Compensation

Amended and Restated enGene Therapeutics Inc. 2023 Incentive Equity Plan

The Company's Amended and Restated enGene Therapeutics Inc. 2023 Incentive Equity Plan (the "2023 Plan") was adopted on May 15, 2024 and superseded all prior plans. The 2023 Plan is administered by the Board or, at the discretion of the Board, by a committee of the Board, (the "Committee"). The exercise prices, vesting and other restrictions are determined at the discretion of the Board, or its committee if so delegated, except that the exercise price per share of stock options may not be less than 100% of the fair market value of the Common Shares on the date of grant and the term of stock option may not be greater than ten years. Common Shares that are expired, terminated, surrendered or cancelled under the 2023 Plan without having been fully exercised will be available for future awards. The Plan authorizes the award of incentive stock options, or ISOs, non-qualified stock options, or NQSOs, Stock Units, Stock Appreciation Rights, or SARs, and other share-based awards including performance awards and share bonus awards. The Plan contains the evergreen provision (the "Evergreen Provision") pursuant to which on the first business day of each calendar year, the aggregate number of Common Shares that could be issued or transferred thereunder (the "Plan Share Reserve") and the number of Common Shares available for options intended to qualify as incentive stock options (the "ISO Sublimit") each increase by such number of Common Shares as equals 5% of the aggregate number of Common Shares outstanding on the final day of the immediately preceding calendar year (or such smaller number of shares as is determined by the compensation committee), and the ISO Sublimit by the lesser of 2,500,000 Common Shares and the increase in the Plan Share Reserve (or such smaller number of shares may be determined by the compensation committee of the Company's board of directors). On January 1, 2026, the Committee allowed the full 5% increase for 2026 under the Evergreen Provision.

As of July 31, 2026, inclusive of (i) the Common Shares subject to the outstanding grants under the prior plans, and (ii) 3,349,283 Common Shares added effective January 1, 2026 under the Evergreen Provision, there were 11,858,023 of Common Shares reserved for issuance under the Plan and there are 1,741,100 shares remaining for issuance.

2025 Employee Stock Purchase Plan

On June 10, 2025, at its 2025 Annual General Meeting of shareholders, the shareholders of enGene Therapeutics Inc. approved the adoption of the 2025 Employee Stock Purchase Plan (the "ESPP"), pursuant to which 2,000,000 common shares of the Company, no par value, will be reserved for issuance. The price of common stock purchased under the ESPP is equal to 85% of the lower of the fair market value of the common stock on the first trading day of the offering period or the relevant purchase date and is subject to change by a Plan Administrator prior to each purchase period. As of July 31, 2026, there were no shares issued and 2,000,000 shares remained available for issuance.

Inducement Grants

The Company may grant an inducement equity award consisting of a non-qualified stock option to purchase Common Shares to newly hired employees as an inducement material to such employees entering into employment with the Company in accordance with NASDAQ Listing Rule 5635(c)(4), which awards are granted outside of the 2023 Plan. No inducement awards have been granted during the three and nine months ended July 31, 2026. As of July 31, 2026, 3,352,550 non-qualified stock options have been granted as inducement equity awards, of which 1,404,261 have vested, 557,411 have been forfeited and none have expired. All options remain outstanding.

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As of July 31, 2026, and October 31, 2025, the Company has reserved the following Common Shares for the exercise of Common Share warrants, share options, restricted share units, and remaining shares reserved for future issuance under the 2023 Plan and options granted outside of the 2023 Plan as part of the inducement grants:

	<u>July 31, 2026</u>	<u>October 31, 2025</u>
Warrants to purchase common shares	8,552,818	8,511,968
Incentive options to purchase common shares awarded pursuant to the 2023 Plan *	9,750,523	5,717,948
Inducement grant stock options awarded outside of the 2023 Plan	2,795,139	3,315,350
Restricted share units awarded pursuant to the 2023 Plan *	366,400	—
Pre-funded warrants to purchase common shares	2,735,295	—
Remaining shares reserved for future issuance under the 2023 Plan	1,741,100	2,933,304
Remaining shares reserved for future issuance under ESSP	2,000,000	2,000,000
Total	<u>27,941,275</u>	<u>22,478,570</u>

*Includes performance options and awards

June 2026 Performance-Based Equity Retention Awards

On June 16, 2026, the compensation committee of the board of directors approved the issuance of performance-based equity retention awards under the 2023 Plan to certain executive employees and non-executive employees. The awards were issued in the form of performance-based non-qualified stock options of 1,696,625 (the “performance-based retention options”) and performance-based restricted share units of 197,475 (the “performance-based retention share units”) and together with the performance-based retention options, the “performance-based equity retention awards”).

Subject to the recipient remaining actively employed and in good standing with the Company, the performance-based equity retention awards will vest, if at all, based on the achievement of the following detalimogene milestones:

- Confirmation from the FDA that the Company’s filing of the BLA with the FDA with respect to detalimogene has been completed and accepted by the FDA, provided that such confirmation is received by the Company from the FDA no later than September 30, 2027; and
- FDA regulatory approval with respect to detalimogene, provided that such regulatory approval is received by the Company from the FDA no later than December 31, 2028.

The grant date fair value of the awards is approximately \$2.8 million with non-cash stock-based compensation expense to be recorded in connection with the vesting, if any, of these performance-based equity retention awards. Approximately 50% of the performance-based restricted share units are expected to vest for each milestone resulting in approximately \$1.4 million of non-cash stock-based compensation expense.

As of July 31, 2026, the Company concluded that achievement of these performance-based vesting conditions associated with these awards were not satisfied for accounting purposes under ASC 718, *Compensation - Stock Compensation*. Accordingly, for the three months ended July 31, 2026, no stock-based compensation expense related to these performance-based equity retention awards had been recognized.

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Stock Options

The assumptions that the Company used to determine the grant-date fair value of stock options during the three and nine months ended July 31, 2026 and 2025 are summarized below:

	Three months ended July 31,		Nine months ended July 31,	
	2026	2025	2026	2025
Expected term (in years)	5.27-6.28	5.5-6.08	5.27-6.28	5.5-6.08
Expected volatility	107.88-112.23%	79.13-83.53%	82.39-112.23%	79.13-83.53%
Risk-free interest rate	4.18-4.24%	4.06-4.14%	3.9-4.24%	4.0-4.49%
Expected dividend yield	—	—	—	—
Fair value of common shares and exercise price of options (USD)	\$ 1.75	\$ 3.31-3.83	\$ 1.75-9.53	\$ 3.31-7.39

The following table summarizes the Company's stock option activity:

	Number of Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value
Outstanding as of October 31, 2025	9,033,298	\$ 6.93	8.5	\$ 10,979
Granted	3,837,940	8.14		
Granted - performance-based retention options (June 2026)	1,696,625	1.75		
Exercised	(142,469)	2.12		
Forfeited or expired	(1,879,732)	8.00		
Outstanding as of July 31, 2026	12,545,662	\$ 6.47	7.1	\$ 624
Options vested and exercisable as of July 31, 2026	5,525,626	\$ 6.99	4.7	\$ 532
Options unvested as of July 31, 2026	7,020,036	\$ 6.07	9.1	\$ 92

The aggregate intrinsic value of share options is calculated as the difference between the exercise price of the share options and the fair value of the Company's common share as of each reporting date.

The weighted-average grant-date fair value per share of share options granted during the three months ended July 31, 2026 and 2025 was \$1.46 and \$2.53, respectively. The weighted-average grant-date fair value per share of share options granted during the nine months ended July 31, 2026 and 2025, was \$4.55 and \$4.59, respectively.

Restricted Share Units

Restricted share units are granted under the 2023 Plan and are expensed based on the fair value of the award, which equals the share price on the grant date, on a straight-line basis over the four-year service period of the award. Performance-based restricted share units are granted under the 2023 Plan and are expensed based on the fair value of the award, which equals the share price on grant date, when each milestone is met. The following table summarizes the restricted share unit activity under the 2023 Plan:

	Number of Shares	Weighted-Average Grant Date Fair Value
Outstanding as of October 31, 2025	-	\$ —
Granted	272,925	9.53
Granted - performance-based retention share units (June 2026)	197,475	1.75
Exercised	-	-
Forfeited or expired	(104,000)	8.56
Outstanding as of July 31, 2026	366,400	\$ 5.61

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Share-based Compensation Expense

Share-based compensation expense included in the Company's consolidated statements of operations and comprehensive loss was as follows:

	<u>Three Months Ended July 31,</u>		<u>Nine Months Ended July 31,</u>	
	<u>2026</u>	<u>2025</u>	<u>2026</u>	<u>2025</u>
Research and development	\$ 2,112	\$ 854	\$ 4,743	\$ 2,367
General and administrative	5,698	1,727	10,015	4,673
Total share-based compensation expense	<u>\$ 7,810</u>	<u>\$ 2,581</u>	<u>\$ 14,758</u>	<u>\$ 7,040</u>

As of July 31, 2026, there was \$29.7 million of unrecognized compensation, which is expected to be recognized over a weighted-average period of 2.8 years.

11. Net Loss Per Share

The following table sets forth the computation of the Company's basic and diluted net loss per share for the periods presented:

	<u>Three Months Ended July 31,</u>		<u>Nine Months Ended July 31,</u>	
	<u>2026</u>	<u>2025</u>	<u>2026</u>	<u>2025</u>
Numerator:				
Net loss attributable to common shareholders, basic and diluted	<u>\$ 32,501</u>	<u>\$ 28,991</u>	<u>\$ 92,480</u>	<u>\$ 79,422</u>
Denominator:				
Weighted-average number of common shares used in net loss per share, basic and diluted ⁽¹⁾	<u>69,734,610</u>	<u>51,097,711</u>	<u>68,898,554</u>	<u>51,031,618</u>
Net loss per common share, basic and diluted	<u>\$ 0.47</u>	<u>\$ 0.57</u>	<u>\$ 1.34</u>	<u>\$ 1.56</u>

(1) Pre-funded warrants of 2,735,295 are included within the weighted-average number of common shares calculation for 2026.

The Company excluded the following shares from the computation of diluted net loss per share attributable to common shareholders for the three and nine months ended July 31, 2026 and 2025 because including them would have had an anti-dilutive effect:

	<u>Three Months Ended July 31,</u>		<u>Nine Months Ended July 31,</u>	
	<u>2026</u>	<u>2025</u>	<u>2026</u>	<u>2025</u>
Warrants to purchase common shares	8,552,818	8,511,968	8,552,818	8,511,968
Options to purchase common shares	12,545,662	9,408,647	12,545,662	9,408,647
Restricted share units	366,400	—	366,400	—
Total	<u>21,464,880</u>	<u>17,920,615</u>	<u>21,464,880</u>	<u>17,920,615</u>

12. Income Taxes

There was no income tax expense incurred during the three and nine months ended July 31, 2026. During the three and nine months ended July 31, 2025, the Company recorded income tax expense of \$239 thousand and \$497 thousand, respectively.

The Company has evaluated the positive and negative evidence bearing upon its ability to realize its deferred tax assets, which primarily consist of net operating loss carryforwards. The Company has considered its history of cumulative net losses, estimated future taxable income and prudent and feasible tax planning strategies and has concluded that it is more likely than not that the Company will not realize the benefits of its deferred tax assets. As a result, as of July 31, 2026, the Company has maintained a full valuation allowance against its remaining net deferred tax assets.

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13. Leases

The Company's leases are comprised of operating leases for office and lab space.

On December 29, 2022, the Company signed a lease for approximately 10,620 square feet of new laboratory and office space at 4868 Rue Levy, Montreal, QC. The term of the lease is for 10 years, beginning on the commencement date, and requires an annual initial base rent of \$36.50 CAD per square foot, which is subject to annual increases of 2%. The lease commenced in November 2023. Upon commencement the Company recognized an initial lease liability and corresponding right of use asset of \$1.4 million.

On January 1, 2024, enGene USA, Inc. entered into a lease agreement, in which the Company is sub-leasing approximately 6,450 square feet of office space located at 200 Fifth Avenue, Waltham, MA. The Company will make an aggregate amount of base rental payments of \$0.5 million under the initial term of the lease, which is set to expire on December 30, 2026 and does not have an option to renew. Upon commencement, the Company recognized an initial lease liability and corresponding right of use asset of \$0.4 million.

On June 4, 2025, enGene USA, Inc. entered into a lease agreement, pursuant to which the Company agreed to lease approximately 26,335 square feet of office space located at 99 High Street, Boston, Massachusetts. The Company is expected to make an aggregate amount of base rental payments of \$10.6 million, under the initial term of the lease, which is set to expire in November 2030. In connection with the lease, enGene Therapeutics Inc. has delivered a guaranty, dated June 4, 2025, pursuant to which the Company guaranteed enGene USA's payment and performance. The lease commenced in June 2025 and upon commencement, the Company recognized an initial lease liability of \$6.4 million and corresponding right of use asset of \$6.5 million.

During the three and nine months ended July 31, 2026 and 2025, the components of operating lease cost were as follows, and are reflected in general and administrative expenses and research and development expenses, as determined by the underlying activities:

	<u>Three Months Ended July 31,</u>		<u>Nine Months Ended July 31,</u>	
	<u>2026</u>	<u>2025</u>	<u>2026</u>	<u>2025</u>
Lease Cost:				
Operating lease cost	\$ 680	\$ 438	\$ 1,863	\$ 668
Variable operating lease cost	—	—	—	—
Total operating lease cost	<u>\$ 680</u>	<u>\$ 438</u>	<u>\$ 1,863</u>	<u>\$ 668</u>

Maturities of the Company's operating lease liabilities as of July 31, 2026 are as follows:

2026	\$ 623
2027	2,390
2028	2,407
2029	2,455
2030	2,501
Thereafter	1,076
Total	<u>11,452</u>
Less: Interest	(3,535)
Total lease liability	<u>\$ 7,917</u>

14. Commitments and Contingencies

Legal Proceedings

From time to time, in the ordinary course of business, the Company is subject to litigation and regulatory examinations as well as information gathering requests, inquiries and investigations. As of July 31, 2026, and October 31, 2025, there were no such matters which would have a material impact on the Company's financial results.

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Purchase and Other Obligations

The Company enters into contracts in the normal course of business with CROs, CDMOs and other third-party vendors for nonclinical research studies and testing, clinical trials and testing and manufacturing services. Most contracts do not contain minimum purchase commitments and are cancellable by us upon written notice. Payments due upon cancellation consist of payments for services provided or expenses incurred, including non-cancelable obligations of services and those incurred by subcontractors of our suppliers.

15. Segment Reporting

The Company operates and manages its business as one operating segment and one reportable segment, which is focused on developing genetic medicines to improve the lives of patients suffering from bladder cancer. The CODM manages the Company's operations on a consolidated basis, assesses performance for the operating segment and decides how to allocate resources based on consolidated net loss, which is reported on the consolidated statements of operations.

The CODM uses consolidated net loss to evaluate the Company's spend, deploy resources across research and development activities and monitor budget versus actual results. The monitoring of budgeted versus actual results is used in assessing the performance of the operating segment and in establishing resource allocation across the organization.

Factors used in determining the reportable segment include the nature of the Company's operating activities, the organizational and reporting structure and the type of information reviewed by the CODM to allocate resources and evaluate financial performance. The accounting policies of the segment are the same as those described in Note 2, Summary of Significant Accounting Policies. The measure of segment assets used in determining how to manage and allocate resources is reported within the Company's consolidated balance sheets as cash and cash equivalents and marketable securities.

The following table summarizes significant segment expenses, other segment items and the measure of segment net loss of the Company's reportable segment for the three and nine months ended July 31, 2026 and 2025:

	Three Months Ended July 31,		Nine Months Ended July 31,	
	2026	2025	2026	2025
Research and development expenses:				
Chemistry, Manufacturing and Controls ⁽¹⁾	\$ 4,814	\$ 11,278	\$ 22,968	\$ 30,657
Clinical operations ⁽²⁾	4,261	4,837	13,426	12,951
Other research and development expenses ⁽³⁾	2,026	1,139	5,426	4,792
Personnel-related expenses, excluding stock-based compensation	6,877	4,467	17,977	11,991
Stock based compensation	2,112	854	4,743	2,367
Total research and development expenses	20,090	22,575	64,540	62,758
General and administrative expenses:				
Personnel-related expenses, excluding stock-based compensation	5,135	2,772	11,642	7,859
Stock based compensation	5,698	1,727	10,015	4,673
Other general and administrative expenses ⁽⁴⁾	3,091	2,873	10,970	8,394
Total general and administrative expenses	13,924	7,372	32,627	20,926
Other segment items ⁽⁵⁾	(1,513)	(956)	(4,687)	(4,262)
Net loss	\$ 32,501	\$ 28,991	\$ 92,480	\$ 79,422

(1) External expenses associated with clinical manufacturing of the Company's lead compound, detalimogene.

(2) External and internal expenses associated with clinical operations related to research and development of the Company's lead compound, detalimogene.

(3) Represents research and development expenses associated with preclinical, medical affairs, regulatory, quality, program management and facility related costs.

(4) Represents general and administrative costs associated with external legal fees, facilities, professional fees, and other overhead costs.

(5) Other segment items include interest income, interest expense, loss on extinguishment of debt and other expenses. A breakdown of each category by period can be seen within the Condensed Statements of Operations and Comprehensive Loss.

16. Strategic Restructuring

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On June 15, 2026, the Company announced the implementation of a plan to reduce its workforce by approximately 50% to streamline operations and preserve cash. The Company's board of directors approved this strategic restructuring, effective June 14, 2026, in order to preserve shareholder capital as the Company awaits additional durability data and meetings with the FDA in connection with the Company's LEGEND pivotal cohort. The Company has retained personnel and resources required to meet its key strategic goals and milestones, including completion of the LEGEND Cohort 1; enrolling the detalimogene plus surfactant cohort; meeting with the FDA and planning for BLA initiation in the fourth quarter of calendar year 2026; and completing necessary pre-commercial activities required to support the commercial launch of detalimogene in 2027, if approved. The Company currently estimates it will incur restructuring costs of approximately \$5.6 million to \$6.1 million, consisting primarily of employee severance, benefits, and other related costs, as well as approximately \$5.0 million to \$5.5 million in non-cash stock-based compensation expense primarily associated with accelerated vesting of stock options.

The estimated charges that the Company expects to incur as a result of the restructuring are subject to several assumptions, and actual results may differ materially from these estimates. The Company may incur additional costs due to events associated with or resulting from the strategic restructuring and workforce reduction.

Termination Benefits

Employees impacted by the restructuring obtained involuntary termination benefits that are provided pursuant to a one-time benefit arrangement. For employees who were notified of their termination in June 2026 and have no requirement to provide future service, the Company recognized the liability for the termination benefits in full for the period ended July 31, 2026. For employees who are required to render services beyond a minimum retention period to receive their one-time termination benefits, the Company will recognize termination benefits ratably over their future service periods. The service periods began in June 2026 and end at various periods through October 2026. As of July 31, 2026, the Company has incurred approximately \$5.2 million in employee termination benefits expense and \$3.4 million in non-cash stock-based compensation expense primarily associated with accelerated vesting of stock options. The Company expects to continue to incur expenses through October 2026 related to employees who have future service period requirements.

Retention Awards

In connection with the strategic restructuring, the Company approved retention incentives intended to retain key employees through specified clinical and regulatory objectives. As further described below, these retention incentives are separate from one-time termination benefits and include performance-based cash retention awards and performance-based equity retention awards, each of which requires continued employment and is contingent on the achievement of specified milestones.

Performance-Based Cash Retention Awards

On June 14, 2026, the Company's board of directors approved performance-based cash retention awards for certain executive employees and the non-executive employees of the Company. Subject to remaining actively employed and in good standing with the Company, aggregate cash retention awards of approximately \$1.6 million will be paid upon the achievement of two milestones: (i) completion of the pre-BLA meeting with the FDA relating to detalimogene on or prior to December 31, 2026, and (ii) confirmation from the FDA that the Company's filing of the BLA with the FDA with respect to detalimogene has been completed and accepted by the FDA, provided that such confirmation is received by the Company from the FDA no later than September 30, 2027. No expense has been recognized as of July 31, 2026 for these awards.

Performance-Based Equity Retention Awards

On June 16, 2026, the compensation committee of the board of directors approved the issuance of performance-based equity retention awards under the 2023 Plan to certain executive employees and non-executive employees, to be issued in the form of performance-based non-qualified stock options and performance-based restricted share units. Subject to the applicable recipient remaining actively employed and in good standing with the Company, the awards will vest, if at all, based upon the achievement of two milestones: (i) confirmation from the FDA that the Company's BLA filing with respect to detalimogene has been completed and accepted by the FDA, provided that such confirmation is received by September 30, 2027, and (ii) FDA regulatory approval with respect to detalimogene, provided that such regulatory approval is received by December 31, 2028.

The Company estimates that it will incur up to approximately \$2.8 million in non-cash stock-based compensation expense in connection with the vesting of performance-based equity retention awards, with approximately \$1.4

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million of non-cash stock-based compensation expense recognized upon vesting for each milestone. No expense has been recognized as of July 31, 2026 for these awards.

The Company records restructuring charges and a restructuring liability within the “employee compensation and related benefits” accrued expenses (Note 6) when the criteria for recognition are met. Of the \$5.2 million in employee termination benefit expense recognized, \$3.3 million was recognized as general and administrative expenses and \$1.9 million was recognized as research and development expenses. The following table summarizes termination benefit expenses recognized and paid during the period:

	Nine Months Ended July 31, 2026
Accrued employee termination benefits beginning balance	-
Employee termination benefit expense incurred during the period	5,150
Amounts paid or otherwise settled during the period	(491)
Accrued employee termination benefits as of period end	<u>4,659</u>

Non-cash stock-based compensation expense associated with accelerated vesting of stock options and, if achieved, vesting of performance-based equity retention awards is recognized in stock-based compensation expense and does not result in a cash restructuring liability.

17. Subsequent Events

The Company has evaluated subsequent events through the date these financial statements were issued. The Company concluded that no subsequent events have occurred that require disclosure except as follows. Subsequent to July 31, 2026, the FDA and the Company reached agreement on the timing of the pre-BLA meeting. Under the terms of certain employee retention agreements, this event results in the related milestone condition being considered probable for accounting purposes. As a result, the Company expects to recognize approximately \$0.7 million of expense in the fourth quarter of 2026 related to this milestone.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Throughout this section, unless otherwise noted, "we", "our", "us", "enGene" and the "Company" refer to enGene Therapeutics Inc. and all of its subsidiaries.

The following discussion and analysis of our financial condition and results of operations should be read together with our consolidated financial statements and the related notes and other financial information included elsewhere in this Quarterly Report. Some of the information contained in this discussion and analysis or set forth elsewhere in this Quarterly Report, including information with respect to our plans and strategy for our business and related financing, includes forward-looking statements that involve risks and uncertainties. See the sections titled "Special Note Regarding Forward-Looking Statements" and "Risk Factors" in our Annual Report on Form 10-K for the year ended October 31, 2025 and elsewhere in this Quarterly Report and other filings made with the SEC for a discussion of forward-looking statements and important factors that could cause actual results to differ materially from the results described in or implied by these forward-looking statements.

Overview

Business Overview

We are a clinical-stage biotechnology company mainstreaming genetic medicine through the delivery of therapeutics to mucosal tissues and other organs, with the goal of creating new ways to address diseases with high clinical needs, beginning with non-muscle invasive bladder cancer ("NMIBC"). We are developing non-viral genetic medicines based on our novel and proprietary dually derived oligochitosan, or "DDX", gene delivery platform, which allows localized delivery of complex genetic cargos directly to mucosal tissues and other organs. Our lead product candidate, detalimogene voraplasmid, or detalimogene, formerly known as EG-70, is a therapy designed to promote a pro-inflammatory, anti-tumor microenvironment throughout the bladder urothelium. We believe this enables the immune system to durably clear the tumor and develop memory to resist recurrence. Because this treatment is designed to work by delivering genetic cargo to the broader tumor tissue environment rather than tumor cells specifically, we believe it has the potential to be utilized across a variety of tumor types. Currently, we are developing detalimogene as a monotherapy to treat NMIBC with carcinoma in situ ("CIS") with or without concomitant papillary disease in patients that have been unresponsive to treatment with Bacillus Calmette-Guérin, or "BCG," or what is referred to as "BCG-unresponsive NMIBC with CIS." BCG is established as the first-line therapy for patients diagnosed with high-risk NMIBC; however, supply constraints have resulted in a shortage of BCG in the United States for over a decade. We are also exploring the clinical application of detalimogene to various additional NMIBC patient populations, namely, high-risk papillary-only BCG-unresponsive NMIBC (i.e., high-risk NMIBC without CIS), as well as high-risk BCG-naïve NMIBC patients with CIS and high-risk BCG-exposed NMIBC patients with CIS (i.e., patients who have not received an adequate course of BCG and who do not qualify as BCG-unresponsive in accordance with FDA and urology practice guidelines).

In NMIBC, carcinoma in situ, or CIS, is a flat, high-grade tumor that can invade the deeper layers of the bladder wall if left untreated. A "high-" or "low-" tumor risk describes the degree to which the tumor pathology appears more likely to grow quickly and invade non-cancerous tissue. NMIBC with CIS, which is high-risk, is typically initially treated with a solution containing the bacterium BCG that is instilled into the bladder multiple times over the course of several months. Despite high initial response rates to this treatment, many of these patients will experience a recurrence that is unresponsive to additional BCG, allowing the cancer to spread throughout, and deeper into, the bladder, often requiring surgical removal of the bladder (this procedure is called a radical cystectomy). We believe patients with BCG-unresponsive NMIBC with CIS are currently underserved with limited FDA-approved treatment options, and that there is a market opportunity for detalimogene as a monotherapy for patients with this condition. While the potential market for detalimogene may not ultimately be limited to these patients, that is our current initial focus in working to bring detalimogene to market.

Within the United States, we estimate that there are approximately 90,000 new patients each year diagnosed with bladder cancer, of which up to 80% present with non-muscle invasive disease. Bladder cancer also poses a long-term management burden with an estimated 740,000 people living with disease.

Detalimogene is currently being studied in a combined Phase 1/2 open-label trial, referred to as "LEGEND" (ClinicalTrials.gov identifier NCT04752722). The Phase 2 portion of LEGEND is comprised of multiple cohorts: Cohort 1 is a pivotal cohort studying detalimogene in patients with high-risk BCG-unresponsive NMIBC with CIS with or without concomitant papillary disease for which we have completed enrollment with 125 patients; Cohort 2a is evaluating detalimogene in patients with high-risk BCG-naïve NMIBC with CIS, Cohort 2b is evaluating detalimogene in patients with high-risk BCG-exposed NMIBC with CIS; and Cohort 3 is evaluating detalimogene in patients with high-risk BCG-unresponsive NMIBC who have papillary disease only. As discussed further below in "—Recent Developments—Legend Trial", a newly added cohort incorporates a short surfactant bladder rinse using diluted povidone iodine solution, prior to the administration of detalimogene.

Recent Developments

LEGEND Trial

In May 2026, we reported updated interim results from the pivotal cohort of the LEGEND trial. As of April 21, 2026, detalimogene demonstrated an any-time complete response (“CR”) rate of 54.0% among evaluable patients, with CR rates of 43.0%, 32.7%, and 13.3% at six, nine, and twelve months, respectively. Kaplan-Meier estimated CR rates were 39.4%, 31.6%, and 24.5% at six, nine, and twelve months, respectively. The trial results remain subject to ongoing data collection and cleaning.

In conjunction with our May 2026 pivotal Cohort 1 update, we announced the expansion of LEGEND to include an additional cohort, which incorporates a short surfactant bladder rinse using diluted polidocanol solution, prior to the administration of detalimogene. Polidocanol is an FDA-approved product used for the treatment of spider and reticular veins. When instilled into the bladder, polidocanol disrupts the bladder’s mucosal barrier. Surfactants have been shown to boost efficacy with other gene therapies in preclinical models and were subsequently incorporated into clinical development. The first patients have been enrolled, and the Company may enroll up to 80 patients in this global study.

Further, as part of cash conservation efforts, the Company has stopped enrollment in all additional cohorts of the LEGEND trial and plans to reevaluate its strategy for these cohorts following discussion with the FDA in the fourth quarter of calendar year 2026. We expect updated data on key regulatory endpoints for the pivotal cohort of the Phase 2 LEGEND trial, engagement with the FDA regarding our planned BLA filing, and to initiate a BLA submission in the fourth quarter of calendar year 2026.

Workforce Reduction and Strategic Restructuring

On June 15, 2026, we announced the implementation of a plan to reduce our workforce by approximately 50% to streamline operations and preserve cash. The Company’s board of directors approved this strategic restructuring, effective June 14, 2026, in order to preserve shareholder capital as the Company awaits additional durability data and meetings with the FDA in connection with the Company’s LEGEND pivotal cohort. The Company has retained personnel and resources required to meet its key strategic goals and milestones, including completion of the LEGEND Cohort 1; enrolling the detalimogene plus surfactant cohort; meeting with the FDA and planning for BLA initiation in the fourth quarter of calendar year 2026; and completing necessary pre-commercial activities required to support the commercial launch of detalimogene in 2027, if approved. The Company currently estimates it will incur restructuring costs of approximately \$5.6 million to \$6.1 million, consisting primarily of employee severance, benefits, and other related costs, as well as approximately \$5.0 million to \$5.5 million in non-cash stock-based compensation expense primarily associated with accelerated vesting of stock options. As of July 31, 2026, \$5.2 million in employee termination benefits and \$3.4 million in non-cash stock-based compensation expense related to the restructuring had been incurred. The remaining expense is expected to be incurred in the fourth quarter of 2026 and includes expenses for individuals who were notified but had not left the company as of July 31, 2026.

The estimated charges that the Company expects to incur as a result of the restructuring are subject to several assumptions, and actual results may differ materially from these estimates. The Company may incur additional costs due to events associated with or resulting from the strategic restructuring and workforce reduction.

In connection with the strategic restructuring, the Company approved retention incentives intended to retain key employees through specified clinical and regulatory objectives. As further described below, these retention incentives are separate from one-time termination benefits and include performance-based cash retention awards and performance-based equity retention awards, each of which requires continued employment and is contingent on the achievement of specified milestones.

Performance-Based Cash Retention Awards

On June 14, 2026, the Company’s board of directors approved performance-based cash retention awards for certain executive employees and the non-executive employees of the Company. Subject to remaining actively employed and in good standing with the Company, aggregate cash retention awards of approximately \$1.6 million will be paid upon the achievement of two milestones: (i) completion of the pre-BLA meeting with the FDA relating to detalimogene on or prior to December 31, 2026, and (ii) confirmation from the FDA that the Company’s filing of the BLA with the FDA with respect to detalimogene has been completed and accepted by the FDA, provided that such confirmation is received by the Company from the FDA no later than September 30, 2027.

Performance-Based Equity Retention Awards

On June 16, 2026, the compensation committee of the board of directors approved the issuance of performance-based equity retention awards under the 2023 Plan to certain executive employees and non-executive employees, to be issued in the form of performance-based non-qualified stock options and performance-based restricted share units. Subject to the applicable recipient remaining actively employed and in good standing with the Company, the awards will vest, if at all, based upon the achievement of two milestones: (i) confirmation from the FDA that the Company’s BLA filing with respect to detalimogene has been completed and accepted by the FDA, provided that such confirmation is received by September 30, 2027, and (ii) FDA regulatory approval with respect to detalimogene, provided that such regulatory approval is received by December 31, 2028.

The Company estimates that it will incur up to approximately \$2.8 million in non-cash stock-based compensation expense in connection with the vesting of performance-based equity retention awards, with approximately \$1.4 million of non-cash stock-based compensation expense recognized upon vesting for each milestone.

Liquidity

Since our inception, we have devoted substantially all of our efforts to organizing and staffing our Company, business planning, raising capital, establishing our intellectual property portfolio, acquiring or discovering product candidates, research and development activities for our primary program, detalimogene voraplasamid, or detalimogene. We do not have any products approved for sale and have not generated any revenue from product sales. We operate as a single operating segment focused on research, discovery, and clinical development of detalimogene. Since our merger with Forbion European Acquisition Company in 2023, we have financed the Company through a series of public and private investment in public equity ("PIPE") financings, debt arrangements, and issuance of warrants and pre-funded warrants.

We have never been profitable and have incurred net losses since inception. Our net loss was \$32.5 million and \$92.5 million for the three and nine months ended July 31, 2026, respectively, and \$29.0 million and \$79.4 million for the three and nine months ended July 31, 2025, respectively. As of July 31, 2026 and October 31, 2025 we had an accumulated deficit of \$464.5 million and \$372.0 million, respectively, and cash, cash equivalents and marketable securities of \$266.3 million and \$202.3 million, respectively. We expect to continue to incur significant expenses and operating losses for the foreseeable future as we advance the ongoing LEGEND study of detalimogene, including the pivotal cohort of patients with BCG-unresponsive NMIBC, to completion; enrolling the detalimogene plus surfactant cohort; meeting with the FDA and planning for potential BLA initiation in the fourth quarter of calendar year 2026; and completing necessary manufacturing processes and pre-commercial activities required to support the potential approval of commercial launch of detalimogene in 2027, if approved. As a result, we expect to need additional funding to support our continuing operations and pursue our strategy.

Until such time as we can generate significant revenue from product sales, if ever, we expect to finance our operations through a combination of public or private equity offerings and debt financings, or other capital sources, which could include potential collaboration agreements, strategic alliances, or licensing arrangements. We may be unable to raise additional funds or enter into such other arrangements when needed on favorable terms or at all. Our failure to raise capital or enter into other arrangements as and when needed would have a negative impact on our financial condition and our ability to develop our product candidates. While we have historically been successful in securing financing, raising additional funds is dependent on a number of factors outside of our control, including but not limited to the price of our common shares, and as such there is no assurance that we will be able to do so in the future, if at all. Refer to "*Liquidity and Capital Resources*" section below.

We expect that our existing cash, cash equivalents and marketable securities as of July 31, 2026 will be sufficient to fund our operating expenses, debt obligations, and capital expenditure requirements for at least the next 12 months from the issuance date of the condensed consolidated financial statements included within this Quarterly Report, and neither the interim clinical data the Company reported in May 2026 and the recently announced additional cohort of LEGEND, nor the reduction in workforce announced in June 2026 have impacted this expectation.

Resignation of CMO; Appointment of Interim CMO

On June 13, 2026, Dr. Hussein Sweiti, the Company's Chief Medical Officer and Head of Research and Development, notified the Company of his intent to resign from the Company, effective as of June 14, 2026. The Company has entered into an agreement with Dr. Sweiti providing for a general release and waiver of claims against the Company. As a result, Dr. Sweiti is entitled to receive the severance benefits under his Amended and Restated Employment Agreement with enGene USA, Inc., effective May 6, 2026, as described in the Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission on May 7, 2026 (the "A&R Sweiti Employment Agreement"). The Company has incurred \$0.7 million of personnel related costs and \$1.2 million in non-cash stock-based compensation expense, primarily associated with accelerated vesting of stock options, related to Dr. Sweiti's resignation under the A&R Sweiti Employment Agreement. Effective June 15, 2026, Dr. William Grossman, a member of the board of directors of the Company, has been appointed as Interim Chief Medical Officer of the Company.

Components of Our Results of Operations

Revenue

We do not have any product candidates approved for sale, have not generated any revenue since our inception and do not expect to generate any revenue from the sale of products or from other sources in the near future, if at all. We will not generate revenue from product sales unless and until we successfully complete clinical development and obtain regulatory approval for a product candidate, if ever. If our development efforts for our current lead product candidate, detalimogene or additional product candidates that we may develop in the future are successful and result in marketing approval or if we enter into collaboration or license agreements with third parties, we may generate revenue in the future from a combination of product sales or payments from such collaboration or license agreements.

Operating Expenses

Research and Development

Research and development expenses account for a significant portion of our operating expenses and consist primarily of costs incurred for our research activities, including our drug discovery efforts and the development of our product candidates. We expense research and development costs as incurred, which include:

- the cost of acquiring and manufacturing nonclinical and clinical trial materials, including manufacturing registration and validation batches;
- expenses incurred under agreements with CROs that are primarily engaged in the oversight and conduct of our clinical trials; CMOs that are primarily engaged to provide drug substance and product for our clinical trials, research and development programs, as well as investigative sites and consultants that conduct our clinical trials, nonclinical studies and other scientific development services;
- personnel-related expenses including, salaries, benefits, share-based compensation, termination benefits, and other related costs for individuals involved in research and development activities; and
- costs associated with other research and development expenses including costs related to outside consultants, costs related to compliance with quality and regulatory requirements, payments made under third-party licensing agreements, and costs related to facilities, supplies, rent, insurance, certain legal fees.

We expense research and development costs as incurred. We recognize direct development costs based on an evaluation of the progress to completion of specific tasks using information provided to us by our vendors or our estimate of the level of service that has been performed at each reporting date. Payments for these development activities are based on the terms of the individual agreements, which may differ from the pattern of costs incurred, and are reflected in our financial statements as prepaid expenses or accrued expenses.

A significant portion of our research and development costs to date have been third-party costs, which we track on an individual product candidate basis after a clinical product candidate has been identified. Currently, our main clinical product candidate is detalimogene. Our indirect research and development costs are primarily personnel-related costs, facilities, and other costs. Employees and infrastructure are not directly tied to any one program and are deployed across our programs. As such, we do not track these costs on a specific program basis. We utilize third party contractors for our research and development activities and CMOs for our manufacturing activities and we do not have our own manufacturing facilities.

Research and development activities are central to our business model. Currently, the Company's sole laboratory facility is located in Montreal, Quebec, Canada, and as such, a portion of the Company's research and development and other operating expenses are incurred in Canada and denominated in the Canadian dollar. We expect that our research and development expenses will vary from period to period, and may increase or decrease, depending on the timing and progress of our ongoing Phase 1/2 clinical trial for detalimogene, including enrollment rates and the pace of clinical activities, our decisions regarding the discovery and development of additional product candidates and other strategic prioritization, and our efforts to maintain, expand and enforce our intellectual property portfolio. Our operating plans and related spending levels are also expected to reflect our streamlined operations following our recent restructuring and workforce reduction implemented to preserve cash. If detalimogene or any future product candidates enter into later stages of clinical development, they will generally have higher development costs than those in earlier stages of clinical development, primarily due to the increased size and duration of later-stage clinical trials. There are numerous factors associated with the successful development and commercialization of any product candidates we may develop in the future, including future trial design and various regulatory requirements, many of which cannot be determined with accuracy at this time based on our stage of development. Additionally, future commercial and regulatory factors beyond our control will impact our clinical development program and plans.

The duration, costs, and timing of clinical studies and development of our product candidate will depend on a variety of factors, any of which could mean a significant change in the costs and timing associated with the development of our product candidate including:

- the scope, rate of progress, and expense of our ongoing as well as any additional clinical studies and other research and development activities we undertake;
- future clinical study results;
- uncertainties in clinical study enrollment rates;
- new manufacturing processes or protocols that we may choose to or be required to implement in the manufacture of our drug substance and drug product;
- regulatory feedback on requirements for regulatory approval, as well as changing standards for regulatory approval; and

- the timing and receipt of any regulatory approvals.

Any changes in the outcome of any of these variables with respect to the development of detalimogene or any future product candidates in nonclinical and clinical development could mean a significant change in the costs and timing associated with the development of these product candidates. For example, if the FDA or another regulatory authority were to delay our planned start of clinical trials or require us to conduct clinical trials or other testing beyond those that we currently expect, or if we experience significant delays in enrollment in any clinical trials following the applicable regulatory authority's acceptance and clearance, we could be required to expend significant additional financial resources and time to complete clinical development than we currently expect. We may never obtain regulatory approval for any product candidates that we develop.

The successful development of detalimogene or any product candidates we may develop in the future is highly uncertain. Therefore, we cannot reasonably estimate or know the nature, timing, and estimated costs of the efforts that will be necessary to complete the development and commercialization of detalimogene and any other product candidates we may develop. We are also unable to predict when, if ever, material net cash inflows will commence from the sale of detalimogene or any future product candidate, if approved. This is due to the numerous risks and uncertainties associated with product development.

General and Administrative

General and administrative expenses consist primarily of personnel-related expenses, including salaries, benefits, termination benefits, and share-based compensation expenses for personnel in executive and other administrative functions. Other significant general and administrative expenses include professional services, including legal, accounting and audit services, and other consulting fees, as well as facility costs not otherwise included in research and development expenses, insurance, and other operating costs.

If we obtain regulatory approval for our current product candidate or any product candidates we may develop in the future and do not enter into a third-party commercialization collaboration, we expect to incur significant expenses related to building a sales and marketing team to support product sales, marketing, and distribution activities.

Other (Income) Expense, Net

Interest Expense

Interest expense is made of interest paid on our term loans, as well as non-cash interest expense for amortization of our debt discounts.

Interest Income

Interest income is associated with our interest-bearing cash, cash equivalents, and marketable securities.

Other expense, net

Other, net primarily consists of foreign exchange gains and losses.

Income Taxes

Since our inception, we have not recorded any income tax benefits for the net losses we have incurred in each period or for deductible temporary differences, as we believe, based upon the weight of available evidence, that it is more likely than not that all of our net operating loss carryforwards and tax credits will not be realized. As of July 31, 2026 and October 31, 2025, we have recorded a full valuation allowance against our deferred tax assets.

Critical Accounting Estimates

This management's discussion and analysis is based on our unaudited condensed consolidated financial statements, which have been prepared in accordance with GAAP. The preparation of our condensed consolidated financial statements and related disclosures requires us to make judgments and estimates that affect the reported amounts of assets, liabilities, and expenses, as well as related disclosures during the reported periods. We base our estimates on historical experience, known trends and events, and various other factors that we believe are reasonable under the circumstances. Actual results may differ from these estimates under different assumptions or conditions. On an ongoing basis, we evaluate our judgments and estimates in light of changes in circumstances, facts, and experience. The effects of material revisions in estimates, if any, will be reflected in the financial statements prospectively from the date of change in estimates. Our critical accounting policies are described under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our Annual Report on Form 10-K for the year ended October 31, 2025. There were no material changes to our critical accounting policies through July 31, 2026 from those disclosed in our Annual Report on Form 10-K for the year ended October 31, 2025.

Results of Operations

Comparison of the three and nine months ended July 31, 2026 and 2025

The following table summarizes our results of operations for each of the periods presented (in thousands):

	Three Months Ended July 31,			Nine Months Ended July 31,		
	2026	2025	Change	2026	2025	Change
Operating expenses:						
Research and development	\$ 20,090	\$ 22,575	\$ (2,485)	\$ 64,540	\$ 62,758	\$ 1,782
General and administrative	13,924	7,372	6,552	32,627	20,926	11,701
Total operating expenses	34,014	29,947	4,067	97,167	83,684	13,483
Loss from operations	34,014	29,947	4,067	97,167	83,684	13,483
Other expenses (income), net:						
Interest income	(2,401)	(2,233)	(168)	(7,804)	(7,451)	(353)
Interest expense	843	758	85	2,320	2,244	76
Loss on extinguishment of debt	—	—	—	488	—	488
Other expense, net	45	280	(235)	309	448	(139)
Total other income, net	(1,513)	(1,195)	(318)	(4,687)	(4,759)	72
Net loss before income tax	32,501	28,752	3,749	92,480	78,925	13,555
Provision for income tax	—	239	(239)	—	497	(497)
Net loss	\$ 32,501	\$ 28,991	\$ 3,510	\$ 92,480	\$ 79,422	\$ 13,058

Research and Development expenses

The following table summarizes our research and development expenses for each of the periods presented (in thousands):

	Three Months Ended July 31,			Nine Months Ended July 31,		
	2026	2025 *	Change	2026	2025 *	Change
Research and Development expenses:						
Chemistry, Manufacturing and Controls	\$ 4,814	\$ 11,278	\$ (6,464)	\$ 22,968	\$ 30,657	\$ (7,689)
Clinical Operations	4,261	4,837	(576)	13,426	12,951	475
Personnel-related expenses, including stock-based compensation	8,989	5,321	3,668	22,720	14,358	8,362
Other research and development expenses	2,026	1,139	887	5,426	4,792	634
Total research and development expenses	\$ 20,090	\$ 22,575	\$ (2,485)	\$ 64,540	\$ 62,758	\$ 1,782

* Certain amounts reported in prior years have been reclassified to conform to the current year's presentation.

Research and development expenses decreased by \$2.5 million from \$22.6 million for the three months ended July 31, 2025 to \$20.1 million for the three months ended July 31, 2026. This decrease was primarily attributable to the following:

- a \$6.5 million decrease in detalimogene manufacturing activities driven by timing of process validation activities as the Company prepares to execute on its plans to initiate the submission of a BLA in the fourth quarter of calendar year 2026; partially offset by

- a \$3.7 million increase in personnel-related costs, including a \$1.3 million increase in stock-based compensation, driven by costs related to the workforce reduction announced in June 2026; and
- a \$0.9 million increase in other research and development, primarily driven by increased medical affairs activities.

Research and development expenses increased by \$1.8 million from \$62.8 million for the nine months ended July 31, 2025 to \$64.5 million for the nine months ended July 31, 2026. This increase was attributable to the following:

- a \$8.4 million increase in personnel-related costs, including a \$2.4 million increase in stock-based compensation, driven by costs related to the workforce reduction announced in June 2026 and, for a portion of the year, increased headcount and contractor expense as the Company was scaling development functions to support our LEGEND study of detalimogene; partially offset by
- a \$7.7 million decrease in detalimogene manufacturing activities driven by timing of process validation activities as the Company prepares to execute on its plans to initiate the submission of a BLA in the fourth quarter of calendar year 2026.

General and Administrative Expenses

The following table summarizes our general and administrative expenses for each of the periods presented (in thousands):

	Three Months Ended July 31,			Nine Months Ended July 31,		
	2026	2025 *	Change	2026	2025*	Change
Personnel-related expenses, including stock-based compensation	\$ 10,833	\$ 4,499	\$ 6,334	\$ 21,657	\$ 12,532	\$ 9,125
Other general and administrative expenses	3,091	2,873	218	10,970	8,394	2,576
Total general and administrative expenses	\$ 13,924	\$ 7,372	\$ 6,552	\$ 32,627	\$ 20,926	\$ 11,701

* Certain amounts reported in prior years have been reclassified to conform to the current year's presentation.

General and administrative expenses increased by \$6.6 million from \$7.4 million for the three months ended July 31, 2025 to \$13.9 million for the three months ended July 31, 2026. This increase was primarily attributable to the following:

- a \$6.3 million increase in personnel-related expenses, including a \$4.0 million increase in stock-based compensation, driven by costs related to the workforce reduction announced in June 2026 and, for a portion of the year, increased headcount.

General and administrative expenses increased by \$11.7 million from \$20.9 million for the nine months ended July 31, 2025 to \$32.6 million for the nine months ended July 31, 2026. This increase was primarily attributable to the following:

- a \$9.1 million increase in personnel-related expenses, including a \$5.3 million increase in stock-based compensation, driven by costs related to the workforce reduction announced in June 2026 and, for a portion of the year, increased headcount; and
- a \$2.6 million increase in other general and administrative expense, driven by increased market research costs.

Other (Income) Expense, Net

Other income increased by approximately \$0.3 million from income of \$1.2 million for the three months ended July 31, 2025 to income of \$1.5 million for the three months ended July 31, 2026, primarily due to increased interest income and decreased realized foreign exchange losses.

Other income decreased by approximately \$0.1 million from income of \$4.8 million for the nine months ended July 31, 2025 to income of \$4.7 million for the nine months ended July 31, 2026, primarily due to the loss on extinguishment of debt.

Liquidity and Capital Resources

Sources of Liquidity

Since our inception, we have incurred significant losses in each period and on an aggregate basis. We have not yet commercialized any product candidates, and we do not expect to generate revenue from sales of any product candidates or from other sources for several years, if at all. As of July 31, 2026, we had cash, cash equivalents and marketable securities of approximately \$266.3 million, and we

had an accumulated deficit of \$464.5 million. To date, the Company has not generated any revenues and has financed its liquidity needs primarily through public and PIPE financings, offering debt, and issuance of warrants.

Based on our current operating plans, we expect our cash, cash equivalents and marketable securities as of July 31, 2026 will be sufficient to fund the Company's operating expenses and debt obligations requirements for at least the next 12 months from the issuance date of the condensed consolidated financial statements included within this Quarterly Report, without giving effect to \$100.0 million we may be eligible to drawdown further under our debt facility with Hercules, subject to achieving the milestones therein, and the \$100.0 million limit under our Sales Agreement with Leerink Partners LLC, which was entered into on March 9, 2026. Our current operating plan is based on various assumptions. If we use our capital resources sooner than expected, we will evaluate reductions in expense or obtaining additional financing. This may include pursuing a combination of public or private equity offerings, debt financings, collaborations, strategic alliances or licensing arrangements with third parties. There can be no assurance that such financing will be available in sufficient amounts or on acceptable terms, if at all, and some could be dilutive to existing stockholders. If we are unable to obtain additional funding on a timely basis, we may be forced to significantly curtail, delay, or discontinue one or more of our planned research or development programs or be unable to expand our operations.

Funding Requirements

Our primary uses of capital are, and we expect will continue to be, research and development activities, compensation and related expenses and general overhead costs. We expect to continue to incur significant expenses and operating losses for the foreseeable future. We anticipate that our expenses will increase significantly in connection with our ongoing activities. As a result, we will need substantial additional funding to support our continuing operations and pursue our growth strategy.

Because of the numerous risks and uncertainties associated with research, development, and commercialization of product candidates, we are unable to estimate the exact amount of our working capital requirements. Our future funding requirements will depend on, and could increase significantly as a result of many factors, including:

- the initiation, timing, costs, progress and results of our planned clinical trials of detalimogene and any other product candidates we develop;
- the scope, progress, results, and costs of our earlier-stage research programs, including the progress of preclinical development and possible clinical trials;
- the scope, progress, results and costs of our research programs and preclinical development of any future product candidates we may pursue;
- the cost of regulatory submissions and timing of regulatory approvals;
- the progress of the development efforts of parties with whom we may in the future enter into collaborations and/or research and development agreements;
- the timing and amount of milestone and other payments we are obligated to make under our Nature Technology Corporation Agreement or any future license agreements;
- the cash requirements of any future acquisitions or discovery of product candidates;
- our ability to establish and maintain collaborations, strategic partnerships or marketing, distribution, licensing or other strategic arrangements with third parties on favorable terms, if at all;
- the costs to acquire or in-license any products, product candidates or technologies;
- the costs associated with maintaining, expanding and protecting our intellectual property portfolio, including costs involved in prosecuting and enforcing patent and other intellectual property claims;
- the costs of manufacturing detalimogene and any other product candidates we develop by third parties;
- the cost of establishing commercial launch capabilities in anticipation of a potential regulatory approval of detalimogene or any other product candidates we develop;
- the cost of commercialization activities if detalimogene or any future product candidates we develop are approved for sale, including marketing, sales and distribution costs;
- our efforts to add operational, financial and management information systems, enhance existing operational, financial and management information systems and hire or retain qualified personnel, including personnel to support development of our

product candidates, commercial launch preparation and commercialization efforts and our other operations as a public company,

- the price of our Common Shares, and our ability to maintain the listing of the Company's Common Shares and Warrants on the Nasdaq or another national securities exchange; and
- the costs of operating as a public company.

A change in the outcome of any of these or other variables with respect to the development of our lead candidates or any product or development candidate we may develop in the future could significantly change the costs and timing associated with our development plans. Further, our operating plans may change in the future, and we may need additional funds to meet operational needs and capital requirements associated with such operating plans.

Until such time, if ever, as we can generate substantial product revenues, we expect to finance our cash needs through a combination of equity offerings, debt financings or other capital sources, which could include collaborations, strategic alliances or licensing arrangements. Adequate additional financing, if available, may not be available to us on acceptable terms, or at all. To the extent that we raise additional capital through the sale of equity or convertible debt securities, the ownership interests of our existing shareholders may be diluted, and the terms of these securities may include liquidation or other preferences that could adversely affect the rights of such shareholders. Debt financing, if available, may involve agreements that include restrictive covenants that limit our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends, that could adversely impact our ability to conduct our business. If we raise additional funds through collaborations, strategic alliances or licensing arrangements with third parties, we may have to relinquish valuable rights to our technologies, future revenue streams, research program or product candidates, or grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds through equity or debt financings when needed, we may be required to delay, limit, reduce or terminate our product development or future commercialization efforts or grant rights to develop and market product candidates that we would otherwise prefer to develop and market ourselves. Our ability to raise additional funds may be adversely impacted by the price of our Common Shares, our ability to maintain the listing of our Common Shares and Warrants on the Nasdaq or another national securities exchange, potential worsening global economic conditions and disruptions to and volatility in the credit and financial markets in the United States and worldwide. Because of the numerous risks and uncertainties associated with product development, there is no assurance that we will ever be profitable or generate positive cash flow from operating activities.

Cash Flows

Comparison of the nine months ended July 31, 2026 and 2025

The following table provides information regarding our cash flows for each of the periods presented (in thousands):

	Nine Months Ended July 31,	
	2026	2025
Net cash used in operating activities	\$ (78,347)	\$ (74,277)
Net cash used in investing activities	(72,538)	(65,638)
Net cash provided by financing activities	141,757	(467)
Effect of exchange rate changes on cash	1	1
Net decrease in cash and cash equivalents	\$ (9,127)	\$ (140,381)

Net Cash Used in Operating Activities

Net cash used in operating activities for the nine months ended July 31, 2026 was \$78.3 million and was primarily due to our net loss of \$92.5 million, partially offset by adjustments for non-cash charges totaling \$15.9 million. Further changes were driven by a \$1.7 million increase in net working capital adjustments.

Net cash used in operating activities for the nine months ended July 31, 2025 was \$74.3 million and was primarily due to our net loss of \$79.4 million, partially offset by adjustments for non-cash charges totaling \$5.5 million. Further changes were driven by a \$0.3 million increase in net working capital adjustments.

Net Cash Used in Investing Activities

Net cash used in investing activities for each of the nine months ended July 31, 2026 and 2025 was \$72.5 million and \$65.6 million, respectively, consisting of net purchases of marketable securities and property and equipment.

Net Cash Provided by Financing Activities

Net cash provided by financing activities for the nine months ended July 31, 2026 was \$141.8 million, primarily resulting from net proceeds of \$140.1 million related to the public offering and issuance of 12,558,823 common shares of the Company and 2,735,295 Pre-Funded Warrants to purchase common shares in November 2025, and \$1.6 million of net proceeds related to the 2026 Term Loan and closing of the Second Amended Loan Agreement with Hercules in January 2026. See Note 9 and Note 8 to our condensed consolidated financial statements included elsewhere in this Quarterly Report for discussion of the public offering, and the terms and conditions of the Hercules debt facility, respectively.

Net cash provided by financing activities for the nine months ended July 31, 2025 was \$0.2 million.

Contractual Obligations and Other Commitments

Notes Payable

The Company has entered into a debt facility with Hercules, under which we have drawn \$25.0 million and may be able to draw an additional \$100.0 million, subject to the terms and conditions of the Second Amended Loan Agreement with Hercules. Refer to disclosures in Note 8 to our condensed consolidated financial statements included elsewhere in this Quarterly Report for the terms and conditions of the Hercules debt facility, as well as the estimated cashflow payment requirements needed to satisfy the Company's debt obligations as of July 31, 2026.

License Agreement with Nature Technology Corporation

On April 10, 2020, we entered into the License Agreement with NTC pursuant to which NTC granted us a worldwide non-exclusive, royalty-bearing and sublicensable license to certain patents and know-how relating to the Nanoplasamid™ vector backbone that is used in detalimogene voraplasamid to research, develop, make, use, import, sell and offer and sell, any gene and cell therapy products incorporating the Nanoplasamid™ vector backbone (excluding any such products in the field of dermatology). Unless terminated earlier, the License Agreement will continue until no valid claim of any licensed patent exists in any country. We can voluntarily terminate the License Agreement with prior notice to NTC. During the three and nine months ended July 31, 2026 and 2025, the Company incurred \$13 and \$38 thousand in expenses related to the annual maintenance fee under the terms of agreement, respectively. As of July 31, 2026 the Company had not incurred fees related to the manufacturing payment under the License Agreement.

For a more detailed description of this agreement, see Note 7 to our condensed consolidated financial statements included elsewhere in this Quarterly Report.

Lease Obligations

Our leases are comprised of all operating leases for Montreal, Canada, Boston, MA USA and Waltham, MA USA office space and Montreal, Canada lab space. Refer to Note 13 to our condensed consolidated financial statements included elsewhere in this Quarterly Report for expenses related to the lease obligations in the three and nine months ended July 31, 2026, and the future payment requirements under the lease agreements.

Purchase and Other Obligations

We enter into contracts in the normal course of business with CROs, CDMOs and other third-party vendors for nonclinical research studies and testing, clinical trials and testing and manufacturing services. Most contracts do not contain minimum purchase commitments and are cancellable by us upon written notice. Payments due upon cancellation consist of payments for services provided or expenses incurred, including those incurred by subcontractors of our suppliers.

The Company does not have material capital expenditure commitments as of July 31, 2026.

Emerging Growth Company and Smaller Reporting Company Status

We are an "emerging growth company" as defined by the JOBS Act. Section 102(b)(1) of the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act") exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies are required to comply (that is, those that have not had a registration statement under the Securities Act declared effective or do not have a class of securities registered under the Exchange Act) are required to comply with the new or revised financial accounting standards. The JOBS Act provides that a company can elect to opt out of the extended transition period and comply with the requirements that apply to non-emerging growth companies but any such election to opt out is irrevocable. We have elected to opt out of such extended transition period. In addition, for so long as we are an emerging growth company, we are

permitted and intend to take advantage of exemption from compliance with the auditor attestation requirement in the assessment of our internal control over financial reporting.

We will remain an emerging growth company until the earlier of: (1) the last day of the fiscal year (a) following the fifth anniversary of the date of the initial public offering of Forbion European Acquisition Corporation, the special purpose acquisition company we merged with, which occurred on December 14, 2021, (b) in which we have total annual revenue of at least \$1.23 billion, or (c) in which we are deemed to be a large accelerated filer, which means the market value of our common equity that is held by non-affiliates exceeds \$700 million as of the end of the prior fiscal year's second fiscal quarter; and (2) the date on which we have issued more than \$1.00 billion in non-convertible debt securities during the prior three-year period. References herein to "emerging growth company" have the meaning associated with it in the JOBS Act.

Additionally, we are a "smaller reporting company" as defined in Item 10(f)(1) of Regulation S-K. We will remain a smaller reporting company until the last day of the fiscal year in which (1) the market value of our common shares held by non-affiliates exceeds \$250 million as of the prior April 30, or (2) our annual revenues exceed \$100 million during such completed fiscal year and the market value of our common shares held by non-affiliates exceeds \$700 million as of the prior April 30. To the extent we take advantage of such reduced disclosure obligations, it may also make comparison of our financial reporting with that of other public companies difficult or impossible. If we are a smaller reporting company at the time we cease to be an emerging growth company, we may continue to rely on exemptions from certain disclosure requirements that are available to smaller reporting companies. Specifically, as a smaller reporting company we may choose to present only the two most recent fiscal years of audited financial statements in our Annual Report on Form 10-K and, similar to emerging growth companies, smaller reporting companies have reduced disclosure obligations including regarding executive compensation.

Recent Accounting Pronouncements

We have reviewed all recently issued accounting pronouncements and have determined that, other than as disclosed in Note 2 to the interim financial statements of this Quarterly Report, such standards will not have a material impact on our financial statements or do not otherwise apply to our operations.

Off-Balance Sheet Arrangements

We did not have during the periods presented, and we do not currently have, any off-balance sheet arrangements, as defined in the rules and regulations of the SEC.

Outstanding Share Data

As of September 2, 2026, we had 67,016,316 Common Shares issued and outstanding, restricted share units of 366,400 Common Shares, outstanding public warrants to purchase an additional 8,449,555 Common Shares, outstanding warrants issued to Hercules as part of our debt facility to purchase an additional 103,263 Common Shares, outstanding pre-funded warrants to purchase an additional 2,735,295 Common Shares, and outstanding stock options to purchase an additional 12,543,413 Common Shares.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

We are a "smaller reporting company" as defined in Rule 12b-2 of the Exchange Act and are not required to provide the information otherwise required under this Item 3.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

As of the end of the period covered by this Quarterly Report, management, under the supervision of and with the participation of our Chief Executive Officer (principal executive officer) and our Senior Vice President, Finance and Treasurer (principal financial officer and principal accounting officer), carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) to determine whether such disclosure controls and procedures provide reasonable assurance that information to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC and such information is accumulated and communicated to management, including our principal executive and principal financial officers or persons performing similar functions, as appropriate to allow timely decisions regarding disclosure.

As discussed in our Annual Report on Form 10-K for the year ended October 31, 2025, the Company previously concluded that material weaknesses, as defined under the Exchange Act, existed in our internal control over financial reporting for each of the fiscal years ended 2024, 2023 and 2022. These material weaknesses were remediated as of October 31, 2025.

Based on our assessment, our management, including our principal executive officer and our principal financial officer, concluded that, as of July 31, 2026, our disclosure controls and procedures were effective.

Inherent Limitations on Effectiveness of Controls and Procedures

Our disclosure controls and procedures were developed through a process in which our management applied its judgment in assessing the costs and benefits of such controls and procedures, which, by their nature, can provide only reasonable assurance regarding the control objectives. You should note that the design of any system of disclosure controls and procedures is based in part upon various assumptions about the likelihood of future events, and we cannot assure you that any design will succeed in achieving its stated goals under all potential future conditions, regardless of how remote.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Rules 13a15(f) and 15d-15(f) under the Exchange Act) that occurred during the quarter ended July 31, 2026 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings.

From time to time, we may be involved in legal proceedings that arise in the regular course of our business. Our management believes that we are not currently involved in any legal proceedings that are likely to have a significant negative effect on our business. However, legal proceedings can negatively affect our business, financial condition, results, and future prospects, regardless of the outcome, due to costs associated with defense and settlement, as well as the diversion of management resources, among other factors.

Item 1A. Risk Factors.

We are a “smaller reporting company” as defined in Rule 12b-2 of the Exchange Act and are not required to provide the information otherwise required under this Item 1A. For a detailed discussion of our risk factors, see the information disclosed in Part 1, Item 1A. of our Annual Report on Form 10-K for the year ended October 31, 2025.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

Not applicable.

Item 3. Defaults Upon Senior Securities.

Not applicable.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Other Information.

Insider Adoption or Termination of Trading Arrangements.

During the fiscal quarter ended July 31, 2026, none of our directors or officers informed us of the adoption or termination of a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement" (as each term is defined in Item 408(a) of Regulation S-K).

Item 6. Exhibits.

Exhibit Number	Description
<u>10.1#*</u>	<u>Employment Agreement, dated June 24, 2026, by and between enGene USA, Inc. and Kathleen Richton.</u>
<u>10.2#*</u>	<u>Employment Agreement, dated June 15, 2026, by and between enGene USA, Inc. and William Grossman.</u>
<u>10.3#*</u>	<u>Separation Agreement and General Release, dated June 15, 2026, by and between enGene USA, Inc. and Ryan Daws.</u>
<u>10.4#*</u>	<u>Separation Agreement and General Release, dated June 15, 2026, by and between enGene USA, Inc. and Lee G. Giguere.</u>
<u>10.5#*</u>	<u>Separation Agreement and General Release, dated July 16, 2026, by and between enGene USA, Inc. and Alexander Nichols.</u>
<u>10.6#*</u>	<u>Transition Services Agreement and General Release, dated July 8, 2026, by and between enGene, Inc. and Anthony T. Cheung.</u>
<u>10.7#</u>	<u>Amended and Restated Employment Agreement, dated May 5, 2026, by and between enGene USA, Inc. and Hussein Sweiti (incorporated by reference to Exhibit 10.3 to enGene's Quarterly Report on Form 10-Q for the period ended April 30, 2026).</u>
<u>10.8#*</u>	<u>Form of Executive Cash Retention Agreement.</u>
<u>10.9(a)#*</u>	<u>Form of Employee Cash Retention Agreement (U.S. version).</u>
<u>10.9(b)#*</u>	<u>Form of Employee Cash Retention Agreement (Canadian version).</u>
<u>10.10#*</u>	<u>Form of Performance Stock Option Agreement under the Amended and Restated 2023 Incentive Equity Plan.</u>
<u>10.11#*</u>	<u>Form of Performance RSU Agreement under the Amended and Restated 2023 Incentive Equity Plan.</u>
<u>31.1*</u>	<u>Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>
<u>31.2*</u>	<u>Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>
<u>32.1*</u>	<u>Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>
<u>32.2*</u>	<u>Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>
101.INS	Inline XBRL Instance Document
101.SCH	Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed herewith.

Indicates a management contract or compensatory plan or arrangement

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 thereunto duly authorized.

enGene Therapeutics Inc.

Date: September 8, 2026

By: /s/ Ronald H.W. Cooper

Name: Ronald H. W. Cooper

Title: Chief Executive Officer and President

Date: September 8, 2026

By: /s/ Kathleen Richton

Name: Kathleen Richton

Title: Senior Vice President, Finance and Treasurer

EMPLOYMENT AGREEMENT FOR KATHLEEN RICHTON

THIS EMPLOYMENT AGREEMENT (this “Agreement”) is entered into by and between enGene USA, Inc., its successors and assigns (the “Company”) and Kathleen Richton (the “Employee”) as of the date first written below.

WHEREAS, the Company desires to promote the Employee to serve as the Company’s Senior Vice President, Finance and the Employee desires to serve in such capacity on behalf of the Company.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the Company and the Employee hereby agree as follows:

1. Employment.

(a) Term. The initial term of this Agreement shall begin on July 16, 2026 (the “Effective Date”) and shall continue until the termination of the Employee’s employment. The period commencing on the Effective Date and ending on the date on which the term of this Agreement terminates is referred to herein as the “Term.” The Employee’s employment during the Term shall be as an “at-will” employee; the Employee may resign from employment at any time, and the Company may terminate the Employee’s employment at any time, for any reason or no reason, subject to the provisions of this Agreement.

(b) Duties. During the Term, the Employee shall serve as Senior Vice President, Finance, with such duties, responsibilities, and authority commensurate therewith, and shall report to the Chief Executive Officer of the Company (the “CEO”). The Employee shall perform all duties and accept all responsibilities incident to such position as may be reasonably assigned to the Employee that are consistent with and within the scope of Employee’s position.

(c) Best Efforts. During the Term, the Employee shall devote the Employee’s best efforts and full business time and attention to promote the business and affairs of the Company and its affiliated entities, and shall be engaged in other business activities only to the extent that such activities do not materially interfere or conflict with the Employee’s obligations to the Company hereunder, including, without limitation, obligations pursuant to Section 15 below. The foregoing shall not be construed as preventing the Employee from (i) serving on civic, educational, philanthropic or charitable boards or committees, or, with the prior written consent of the Chief Executive Officer of the Company (the “CEO”), which shall not be unreasonably withheld, on corporate, advisory or scientific advisory boards, or service in an advisory capacity to a corporate entity and (ii) managing personal investments, so long as such activities are permitted under the Company’s Code of Conduct and employment policies and do not violate the provisions of Section 15 below.

(d) Principal Place of Employment. The Employee understands and agrees that the Employee’s principal place of employment will be the Company’s headquarters in or around Boston, Massachusetts (“Principal Place of Employment”). The Employee’s employment and all services hereunder shall be provided in the United States and the Employee shall not be required to work in Canada during the Term of this Agreement. Employee will be required to travel for business in the course of performing the Employee’s duties for the Company.

2. Compensation.

(a) Base Salary. During the Term, the Company shall pay the Employee a base salary ("Base Salary"), at the annual rate of \$370,000, which shall be paid in installments in accordance with the Company's normal payroll practices. The Employee's Base Salary shall be reviewed annually by the Company, and may be increased, but not decreased.

(b) Annual Bonus. The Employee shall be eligible to receive an annual bonus for each calendar year during the Term, commencing with the 2026 calendar year, based on the attainment of individual and corporate performance goals and targets established by the Company ("Annual Bonus"). The target amount of the Employee's Annual Bonus for any calendar year during the Term is 35% of the Employee's annual Base Salary (the "Target Annual Bonus"). Any Annual Bonus shall be paid after the end of the fiscal year to which it relates, at the same time and under the same terms and conditions as the bonuses are paid to other Employees of the Company; provided, that, in no event shall the Employee's Annual Bonus be paid later than two and a half months after the last day of the fiscal year to which the Annual Bonus relates.

(c) Future Equity Compensation. The Employee shall be eligible to participate in the enGene Holdings Inc. Amended and Restated 2023 Incentive Equity Plan (the "Equity Plan"), as determined in the sole discretion of the Compensation Committee (the "Compensation Committee") of the Board of Directors (the "Parent Board") of enGene Therapeutics Inc. ("Parent").

3. Retirement and Welfare Benefits. During the Term, the Employee shall be eligible to participate in the Company's health, life insurance, long-term disability, retirement and welfare benefit plans and programs, pursuant to their respective terms and conditions. Nothing in this Agreement shall preclude the Company or any Affiliate of the Company from terminating or amending any employee benefit plan or program from time to time after the Effective Date.

4. Vacation. During the Term, the Employee shall be eligible to vacation each year and holiday and sick leave at levels commensurate with those provided to similarly situated US employees of the Company, in accordance with the Company's policy and/or practice which as of the Effective Date is a flexible policy.

5. Business Expenses. The Company shall reimburse the Employee for all necessary and reasonable travel (which does not include commuting to Employee's Principal Place of Employment) and other business expenses incurred by the Employee in the performance of her duties hereunder in accordance with such policies and procedures as the Company may adopt generally from time to time for Employees.

6. Termination of Employment Without Cause; Resignation for Good Reason. If the Employee's employment is terminated by the Company without Cause or by the Employee for Good Reason, the provisions of this Section 6 shall apply.

(a) The Company may terminate the Employee's employment with the Company at any time without Cause upon not less than thirty (30) days' prior written notice to the Employee and the Employee may resign for Good Reason.

(b) Unless the Employee complies with the provisions of Section 6(c) below, upon termination of employment under Section 6(a) above, no other payments or benefits shall be due under this Agreement to the Employee other than the Accrued Obligations.

(c) Notwithstanding the provisions of Section 6(b) above, upon termination of employment under Section 6(a) above, if the Employee executes and does not revoke the Release, and so long as the Employee continues to comply with the provisions of Section 15 below, in addition to the Accrued Obligations, the Employee shall be entitled to receive the following:

(i) Continuation of the Employee's Base Salary for a twelve (12) month period (the "Severance Term"), at the rate in effect for the year in which the Employee's date of termination of employment occurs, which amount shall be paid in regular payroll installments over the Severance Term.

(ii) If the Employee timely and properly elects health continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), then continued health (including hospitalization, medical, dental, vision etc.) insurance coverage substantially similar in all material respects as the coverage provided to other Company employees for the Severance Term; provided that the Employee shall pay the employee portion of such coverage, if any, the period of COBRA health care continuation coverage provided under section 4980B of the Code shall run concurrently with the Severance Term, and notwithstanding the foregoing, the amount of any benefits provided by this subsection (ii) shall be reduced or eliminated to the extent the Employee obtains duplicative benefits by virtue of the Employee's subsequent or other employment. Notwithstanding the foregoing, if the Company's making payments under this Section 6(c) would violate any nondiscrimination rules applicable to the Company's group health plan under which such coverage is made available, or result in the imposition of penalties under the Code or the Affordable Care Act, the Parties agree to reform this Section 6(c) in a manner as is necessary to comply with such requirements and avoid such penalties.

(iii) An amount equal to the Target Annual Bonus, prorated for the portion of the performance period that the Employee was employed prior to such termination, payable within forty-five (45) days of Employee's termination of employment; provided, that such termination occurs six months or more into the applicable performance period for such Annual Bonus.

(iv) Any time-based equity awards shall accelerate and vest with respect to the number of shares underlying the equity awards that would vest over the Severance Term had the Employee remained employed for such Severance Term and any equity awards that are subject to performance-based vesting shall vest and become exercisable, if at all, subject to the terms of such equity awards.

7. Change in Control. Notwithstanding anything to the contrary herein, if there is a CIC Termination, then the provisions of this Section 7 shall apply.

(a) Unless the Employee complies with the provisions of Section 7(b) below, upon CIC Termination, no other payments or benefits shall be due under this Agreement to the Employee other than the Accrued Obligations.

(b) Notwithstanding the provisions of Section 7(a) above, upon CIC Termination, if the Employee executes and does not revoke the Release, and so long as the

Employee continues to comply with the provisions of Section 15 below, then, in addition to the Accrued Obligations, the Employee shall be entitled to receive the following:

(i) Continuation of the Employee's Base Salary for a twelve (12) month period (the "CIC Severance Term"), at the rate in effect for the year in which the Employee's date of termination of employment occurs, which amount shall be paid in regular payroll installments over the CIC Severance Term;

(ii) An amount equal to the Annual Target Bonus, payable within forty-five (45) days of Employee's termination of employment;

(iii) COBRA continuation benefits as set forth in Section 6(c)(iii), except that the Severance Term shall be the CIC Severance Term; and

(iv) All time-based equity awards shall accelerate and become fully vested and any equity awards that are subject to performance-based vesting shall vest, if at all, subject to the terms of such equity awards.

8. Cause. The Company may terminate the Employee's employment at any time for Cause upon written notice to the Employee, in which event all payments under this Agreement shall cease, except for any Accrued Obligations.

9. Voluntary Resignation Without Good Reason. The Employee may voluntarily terminate employment without Good Reason upon 30 days' prior written notice to the Company. In such event, after the effective date of such termination, no payments shall be due under this Agreement, except that the Employee shall be entitled to any Accrued Obligations.

10. Disability. If the Employee incurs a Disability during the Term, the Company may terminate the Employee's employment on or after the date of Disability. If the Employee's employment terminates on account of Disability, the Employee shall be entitled to receive any Accrued Obligations and if the Employee executes and does not revoke the Release, an amount equal to the Target Annual Bonus, prorated for the portion of the performance period that the Employee was employed prior to such termination for Disability; provided, that such termination occurs six months or more into the applicable performance period. For purposes of this Agreement, the term "Disability" shall mean the Employee is eligible to receive long-term disability benefits under the Company's long-term disability plan and if the Company does not have a long-term disability plan, shall mean the Employee's inability, due to physical or mental incapacity, to perform the essential functions of Employee's position, with or without reasonable accommodation, for 120 days out of any 365 day period.

11. Death. If the Employee dies during the Term, the Employee's employment shall terminate on the date of death and the Company shall pay to the Employee's executor, legal representative, administrator or designated beneficiary, as applicable, any Accrued Obligations. The Company shall have no further liability or obligation under this Agreement to the Employee's executors, legal representatives, administrators, heirs or assigns or any other person claiming under or through the Employee.

12. Resignation of Positions. Effective as of the date of any termination of employment, the Employee will resign from all Company-related positions, including if applicable as an officer and director of the Company and its parent(s), subsidiaries, and Affiliates.

13. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) “Accrued Obligations” shall mean (i) any Base Salary earned through the Employee’s termination of employment that remains unpaid; (ii) any Annual Bonus payable with respect to any calendar year which ended prior to the effective date of the Employee’s termination of employment, which remains unpaid; (iii) in the event of a termination of employment as a result of death, an amount equal to the Target Annual Bonus, prorated for the portion of the performance period that the Employee was employed prior to such termination; provided, that such termination occurs six months or more into the applicable performance period for such Annual Bonus; or (iv) any accrued, unused personal time off days, if required to be paid out under the Company policies. The Accrued Obligations shall be paid following the Employee’s termination of employment at such times and in accordance with such policies as would normally apply to such amounts and regardless of whether the Employee executes or revokes the Release.

(b) “Cause” shall mean any of the following grounds for the Employee’s termination of employment listed: (i) the Employee’s knowing and material dishonesty or fraud committed in connection with the Employee’s employment; (ii) theft, misappropriation, or embezzlement by the Employee of the Company’s funds; (iii) the Employee repeatedly negligently performing or failing to perform, or willfully refusing to perform, the Employee’s duties to the Company (other than a failure resulting from Employee’s incapacity due to physical or mental illness); (iv) the Employee’s conviction of or a plea of guilty or *nolo contendere* to any felony, a crime involving fraud or misrepresentation, or any other crime (whether or not connected with his employment) the effect of which is likely to adversely affect the Company or its Affiliates; (v) a material breach by the Employee of any of the provisions or covenants set forth in this Agreement; (vi) a material breach by the Employee of the Company’s Code of Conduct and Business Ethics; or (vii) any other act or omission by the Employee that has a material adverse effect on the Company’s ability to operate. Prior to any termination of employment for Cause pursuant to each such event listed in (i), (iii), (v), (vi), or (vii) above, to the extent such event(s) is capable of being cured by the Employee, the Company shall give the Employee written notice thereof describing in reasonable detail the circumstances constituting Cause and the Employee shall have the opportunity to remedy same within thirty (30) days after receiving written notice. If the circumstances alleged to constitute Cause are remedied within the thirty (30) day cure period, no Cause shall exist to terminate Employee.

(c) “Change in Control” shall have the meaning set forth in the Equity Plan.

(d) “Change in Control Period” shall mean the period commencing 90 days prior to a Change in Control and ending on the first anniversary of such Change in Control.

(e) “CIC Termination” shall mean termination of the Employee’s employment by the Company without Cause or by the Employee for Good Reason during the Change in Control Period, provided that, in either case, a Change in Control actually occurs.

(f) “Good Reason” shall mean the occurrence of one or more of the following without the Employee’s consent, other than on account of the Employee’s Disability:

(i) A material diminution by the Company of the Employee’s title;

(ii) A material change in the geographic location at which the Employee must perform services under this Agreement (which, for purposes of this Agreement, means relocation of the Employee’s Principal Place of Employment to a location that increases the Employee’s commute to work by more than 35 miles);

(iii) A reduction in the Employee’s Base Salary (other than an across the board reduction of base salary for similarly situated senior level employees); or

(iv) Any action or inaction that constitutes a material breach by the Company of this Agreement.

The Employee must provide written notice of termination for Good Reason to the Company within 30 days after the event constituting Good Reason. The Company shall have a period of 30 days in which it may correct the act or failure to act that constitutes the grounds for Good Reason as set forth in the Employee’s notice of termination. If the Company does not correct the act or failure to act, the Employee’s employment will terminate for Good Reason on the first business day following the Company’s 30-day cure period.

(g) “Release” shall mean a separation agreement and general release of any and all claims against the Company and its Affiliates with respect to all matters arising out of the Employee’s employment by the Company, and the termination thereof (other than claims for any entitlements under the terms of this Agreement or under any plans or programs of the Company under which the Employee has accrued and is due a benefit). The Release will be in form and substance specified by and acceptable to the Company and Employee, and will include provisions in which the Employee shall reaffirm and agree to remain bound by the restrictive covenants set forth in Section 15 below. Such general release shall be executed and delivered (and no longer subject to the 7 business day revocation period) by the Employee within sixty (60) days following delivery of the general release to the Employee.

14. Section 409A.

(a) This Agreement is intended to comply with section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), and its corresponding regulations, or an exemption thereto, and payments may only be made under this Agreement upon an event and in a manner permitted by section 409A of the Code, to the extent applicable. Severance benefits under this Agreement are intended to be exempt from section 409A of the Code under the “short-term deferral” exception, to the maximum extent applicable, and then under the “separation pay” exception, to the maximum extent applicable. Notwithstanding anything in this Agreement to the contrary, if required by section 409A of the Code, if the Employee is considered a “specified employee” for purposes of section 409A of the Code and if payment of any amounts under this Agreement is required to be delayed for a period of six months after separation from service pursuant to section 409A of the Code, payment of such amounts shall be delayed as required by section 409A of the Code, and the accumulated amounts shall be paid in a lump-sum payment within 10 days after the end of the six-month period. If the Employee dies during the postponement

period prior to the payment of benefits, the amounts withheld on account of section 409A of the Code shall be paid to the personal representative of the Employee's estate within 60 days after the date of the Employee's death.

(b) All payments to be made upon a termination of employment under this Agreement may only be made upon a "separation from service" under section 409A of the Code. For purposes of section 409A of the Code, each payment hereunder shall be treated as a separate payment, and the right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments. In no event may the Employee, directly or indirectly, designate the fiscal year of a payment. Notwithstanding any provision of this Agreement to the contrary, in no event shall the timing of the Employee's execution of the Release, directly or indirectly, result in the Employee's designating the fiscal year of payment of any amounts of deferred compensation subject to section 409A of the Code, and if a payment that is subject to execution of the Release could be made in more than one taxable year, payment shall be made in the later taxable year.

(c) All reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of section 409A of the Code, including, where applicable, the requirement that (i) any reimbursement be for expenses incurred during the period specified in this Agreement, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a fiscal year not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other fiscal year, (iii) the reimbursement of an eligible expense be made no later than the last day of the fiscal year following the year in which the expense is incurred, and (iv) the right to reimbursement or in-kind benefits not be subject to liquidation or exchange for another benefit.

15. Restrictive Covenants.

(a) Noncompetition. The Employee agrees that during the Employee's employment with the Company and its Affiliates and (i) the CIC Severance Term after a CIC Termination and (ii) for any other termination of employment, including a termination of employment where severance is not payable to the Employee, the number of calendar months during the period of the Severance Term (the "Restriction Period"), the Employee will not, without the Parent Board's express written consent, engage (directly or indirectly) in any Competitive Business in the United States or Canada. The term "Competitive Business" means any person, concern or entity which is engaged in or conducts a business substantially the same as the Business of the Company and its Affiliates. The term "Business" means the discovery, research, development and commercialization of gene therapy treatments currently under active discovery, development or commercialization at the Company (generally referred to internally as "Programs" and "Pipeline"), including material external sponsored research agreements. The Employee understands and agrees that, given the nature of the business of the Company and its Affiliates and the Employee's position with the Company, the foregoing scope is reasonable and appropriate, and necessary to protect the Company's legitimate business interests. For purposes of this Agreement, the term "Affiliate" means any subsidiary of the Company or Parent or any other entity under common control with the Company. The Employee and the Company agree that the terms set forth in this Agreement, including without limitation the severance rights that the Company is awarding the Employee, constitute fair and reasonable, mutually-agreed upon consideration for the covenants in this Section 15(a), independent from the Employee's continued employment.

(b) Nonsolicitation of Company Personnel. The Employee agrees that during the Restriction Period, the Employee will not, either directly or through others, hire or attempt to hire any employee of the Company or its Affiliates, or solicit or attempt to solicit any such person to change or terminate his or her relationship with the Company or an Affiliate or otherwise to become an employee, consultant or independent contractor to, for or of any other person or business entity; provided that the foregoing does not prohibit general solicitation or recruitment activities not directed at employees of the Company or soliciting, recruiting or hiring any person who responds thereto.

(c) Nonsolicitation of Customers. The Employee agrees that during the Restriction Period, the Employee will not, either directly or through others, solicit, divert or appropriate, or attempt to solicit, divert or appropriate, any customer of the Company or an Affiliate for the purpose of providing such customer with services or products competitive with those offered by the Company or an Affiliate during the Employee's employment with the Company or an Affiliate.

(d) Proprietary Information. At all times, the Employee will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Proprietary Information (defined below) of the Company or an Affiliate, except as such disclosure, use or publication may be required in connection with the Employee's work for the Company or as described in Section 15(e) below, or unless the Company expressly authorizes such disclosure in writing. "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company and its Affiliates and shareholders, including but not limited to information relating to financial matters, investments, budgets, business plans, marketing plans, personnel matters, business contacts, products, processes, know-how, designs, methods, improvements, discoveries, inventions, ideas, data, programs, and other works of authorship. For purposes of this Agreement, the term "Proprietary Information" shall not include information which is or becomes publicly available without breach of: (i) this Agreement; (ii) any other agreement or instrument to which the Company or an Affiliate is a party or a beneficiary; or (iii) any duty owed to the Company or an Affiliate by the Employee or by any third party. It shall also not include any information that was known to Employee prior to Employee's employment with the Company and which was communicated to the Company in writing; *provided, however*, that if the Employee shall desire or seek to disclose, use, lecture upon, or publish any Proprietary Information, the Employee shall bear the burden of proving that any such information shall have become publicly available without any such breach.

(e) Reports to Government Entities. Nothing in this Agreement shall prohibit or restrict the Employee from initiating communications directly with, responding to any inquiry from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, Congress, any agency Inspector General or any other federal, state or local regulatory authority (collectively, the "Regulators"), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. The Employee does not need the prior authorization of the Company to engage in conduct protected by this subsection, and the Employee does not need to notify the Company that the Employee has engaged in such conduct. Please take notice that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation

to individuals who disclose trade secrets to their attorneys, courts, or government officials in certain, confidential circumstances that are set forth at 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law.

(f) Inventions Assignment. The Employee agrees that all inventions, innovations, improvements, developments, methods, designs, analyses, reports, and all related information which relates to the Company's or its Affiliates' actual business, research and development of existing or future products or services and which are actually being developed or made by the Employee while employed by the Company, on Company time and using Company resources ("Work Product") belong to the Company. The Employee will perform all actions reasonably requested by the Parent Board (whether during or after the Term) to establish and confirm such ownership (including, without limitation, assignments, consents, limited powers of attorney and other instruments). If requested by the Company, the Employee agrees to execute any inventions assignment and confidentiality agreement that is required to be signed by Company employees generally.

(g) Return of Company Property. Within a reasonable time after termination of the Employee's employment with the Company for any reason, and at any earlier time the Company requests, the Employee will deliver to the person designated by the Company all originals and copies of all documents and property of the Company or an Affiliate that are in the Employee's possession or under the Employee's control or to which the Employee may have access. The Employee will not reproduce or appropriate for the Employee's own use, or for the use of others, any property, proprietary information, or Work Product.

(h) Restrictive Covenant Acknowledgement. The Employee acknowledges and agrees that the foregoing restrictions contained in Section 15 are reasonable, proper and necessitated by the legitimate business interests of the Company and will not prevent the Employee from earning a living or pursuing a career. In the event that a court of competent jurisdiction determines that any of the provisions of this Agreement (including, without limitation, the provisions of Section 15) would be unenforceable as written because they cover too extensive a geographic area, too broad a range of activities, too long a period of time, insufficient consideration, or otherwise, then such provisions automatically shall be modified to cover the maximum geographic area, range of activities, and period of time as may be enforceable, and the minimum amount of required consideration as may be enforceable, and in addition, such court is hereby expressly authorized so to modify this Agreement and to enforce it as so modified.

16. Legal and Equitable Remedies. Because the Employee's services are personal and unique and the Employee has had and will continue to have access to and has become and will continue to become acquainted with the proprietary information of the Company and its Affiliates, and because any breach by the Employee of any of the restrictive covenants contained in Section 15 would result in irreparable injury and damage for which money damages would not provide an adequate remedy, the Company shall have the right to seek to enforce Section 15 and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach, or threatened breach, of the restrictive covenants set forth in Section 15. The Employee agrees that in any action in which the Company seeks injunction, specific performance or other equitable relief, the

Employee will not assert or contend that any of the provisions of Section 15 are unreasonable or otherwise unenforceable.

17. Survival. The respective rights and obligations of the parties under this Agreement (including, but not limited to, under Sections 15 and 16) shall survive any termination of the Employee's employment or termination or expiration of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

18. No Mitigation or Set-Off. In no event shall the Employee be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Employee under any of the provisions of this Agreement, and such amounts shall not be reduced regardless of whether the Employee obtains other employment. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any circumstances, including, without limitation, any set-off, counterclaim, recoupment, defense or other right which the Company may have against the Employee or others.

19. Section 280G. In the event of a change in ownership or control under section 280G of the Code, if it shall be determined that any payment or distribution in the nature of compensation (within the meaning of section 280G(b)(2) of the Code) to or for the benefit of the Employee, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (a "Payment"), would constitute an "excess parachute payment" within the meaning of section 280G of the Code, the aggregate present value of the Payments under this Agreement shall be reduced (but not below zero) to the Reduced Amount (defined below) if and only if the Accounting Firm (described below) determines that the reduction will provide the Employee with a greater net after-tax benefit than would no reduction. No reduction shall be made unless the reduction would provide Employee with a greater net after-tax benefit. The determinations under this Section shall be made as follows:

(a) The "Reduced Amount" shall be an amount expressed in present value which maximizes the aggregate present value of Payments under this Agreement without causing any Payment under this Agreement to be subject to the Excise Tax (defined below), determined in accordance with section 280G(d)(4) of the Code. The term "Excise Tax" means the excise tax imposed under section 4999 of the Code, together with any interest or penalties imposed with respect to such excise tax.

(b) Payments under this Agreement shall be reduced on a nondiscretionary basis in such a way as to minimize the reduction in the economic value deliverable to the Employee. Where more than one payment has the same value for this purpose and they are payable at different times, they will be reduced on a pro rata basis. Only amounts payable under this Agreement shall be reduced pursuant to this Section.

(c) All determinations to be made under this Section shall be made by an independent certified public accounting firm selected by the Company and agreed to by the Employee immediately prior to the change-in-ownership or -control transaction (the "Accounting Firm"). The Accounting Firm shall provide its determinations and any supporting calculations both to the Company and the Employee within 10 days of the transaction. Any such determination by the Accounting Firm shall be binding upon the Company and the Employee. All of the fees and expenses of the Accounting Firm in performing the determinations referred to in this Section shall be borne solely by the Company.

20. Tax Equalization. The Company will reimburse the Employee for all reasonable and necessary costs incurred in connection with any cross-border tax filings that may be required, as well as the cost of joining the NEXUS program and any other visa or related issues with respect to the Employee's employment with the Company. To the extent the Employee is subject to additional taxes in respect of services performed in Canada (whenever such services were performed on the Company's behalf), the Company will reimburse the Employee for such additional taxes with an appropriate gross up calculation such that the Employee pays no more income taxes in respect of compensation from the Company than the Employee would have paid had the services solely been performed in the United States. Without limiting any of the foregoing provisions of this Section 20, the Company hereby agrees to fully indemnify the Employee against: (i) any and all tax liability that the Employee incurs in Canada arising with respect to any services that Employee performs in Canada for and on behalf of the Company, Parent or any of their respective subsidiaries, (ii) any and all tax liability that Employee incurs in the United States by virtue of Parent or any of its subsidiaries being a Passive Foreign Investment Company and that Employee would not have incurred if each of Parent and its subsidiaries were a corporation incorporated and existing under the laws of a State in the United States, and (iii) any other tax liability or penalties that Employee incurs in the United States or Canada by virtue of the Parent or any of its subsidiaries being a Canadian corporation and that Employee would not have incurred if each of Parent and its subsidiaries were a corporation incorporated and existing under the laws of a State in the United States.

21. Notices. All notices and other communications required or permitted under this Agreement or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when emailed, hand delivered or mailed by registered or certified mail, as follows (provided that notice of change of address shall be deemed given only when received):

If to the Company, to:

99 High Street, 26th Floor
Boston, MA 02110
Attn: Legal Department

If to the Employee, to the most recent address on file with the Company or to such other names or addresses as the Company or the Employee, as the case may be, shall designate by notice to each other person entitled to receive notices in the manner specified in this Section.

22. Withholding. All payments under this Agreement shall be made subject to applicable tax withholding, and the Company shall withhold from any payments under this Agreement all federal, state and local taxes as the Company is required to withhold pursuant to any law or governmental rule or regulation. The Employee shall bear all expense of, and be solely responsible for, all federal, state and local taxes due with respect to any payment received under this Agreement.

23. Remedies Cumulative; No Waiver. No remedy conferred upon a party by this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a party in exercising any right, remedy or power under this Agreement or existing at law or in equity shall be construed as a waiver thereof, and any such right, remedy or power may be exercised by such party from time to time and as often as may be deemed expedient or necessary by such party in its sole discretion.

24. Binding Arbitration and Waiver of Right to Participate in Class Actions. Except for disputes relating to, or arising out of, the Employee's obligations set forth in Section 15, including the Company's right to independently seek and obtain injunctive relief in state or federal courts, the parties agree to arbitrate any and all claims, disputes or controversies relating to, or arising out of, or concerning, this Agreement and/or the Employee's employment with the Company, including termination of the Employee's employment. If either party initiates arbitration, the initiating party must notify the other party in writing via U.S. mail, or hand delivery within the applicable statute of limitations period under Massachusetts law. The parties' agreement to arbitrate employment-related claims is intended to include, but is not limited to, claims concerning compensation, benefits or other terms and conditions of employment, or any other claims whether arising by statute or otherwise including, but not limited to, employment claims of wrongful discharge, discrimination, harassment or retaliation under federal, state or local laws including, without limitation, Commonwealth of Massachusetts; Title VII of the Civil Rights Act; the Equal Pay Act; the Americans With Disabilities Act; the Age Discrimination in Employment Act; the Older Workers Benefits Protection Act; the Patient Protection and Affordable Care Act, and claims arising under the Fair Labor Standards Acts, or any other national, federal, state or local employment or discrimination laws, rules or regulations. The Employee's agreement to arbitrate also includes claims for breach of contract, violation of internal procedure or policy, wrongful termination in violation of public policy, wrongful discharge or termination, tort claims including negligence, defamation, loss of reputation, interference with contractual relations or prospective economic advantage, retaliation, and negligent or intentional infliction of emotional distress. The Employee agrees that all such claims will be fully and finally resolved by mandatory, binding arbitration conducted by the American Arbitration Association ("AAA") located within thirty miles of the Employee's Principal Place of Employment, pursuant to the AAA then-current Employment Arbitration Rules and Mediation Procedures. A copy of those rules is available online at www.adr.org/aaa. The Company as the employer will bear the administrative costs and arbitrator fees, and the arbitrator in such action may award whatever remedies would be available to the parties in a court of law. The purpose of this provision is to require binding arbitration of such disputes, claims or controversies that are or may be arbitrable, and the inclusion of any claim in this provision as to which a jury trial or civil action may not be waived will not taint or invalidate the remainder of this provision. To be clear, this agreement to arbitrate does not apply to any lawsuit to enforce this arbitration clause, or, as referenced above, to seek relief as set forth in Section 15 of this Agreement. Those lawsuits will be commenced in the state or federal courts sitting in the Commonwealth of Massachusetts and the Employee consents to the jurisdiction of the federal or state courts of Massachusetts.

25. Assignment. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, except that the duties and responsibilities of the Employee under this Agreement are of a personal nature and shall not be assignable or delegable in whole or in part by the Employee. The Company may assign its rights, together with its obligations hereunder, in connection with any sale, transfer or other disposition of all or substantially all of its business and assets, and such rights and obligations shall inure to, and be binding upon, any successor to the business or any successor to substantially all of the assets of the Company, whether by merger, purchase of stock or assets or otherwise, which successor shall expressly assume such obligations, and the Employee acknowledges that in such

event the obligations of the Employee hereunder, including but not limited to those under Section 15, will continue to apply in favor of the successor.

26. Company Policies. This Agreement and the compensation payable hereunder shall be subject to any applicable clawback or recoupment policies, share trading policies, and other policies that may be implemented by the Parent Board from time to time with respect to officers of the Company.

27. Indemnification. In the event the Employee is made, or threatened to be made, a party to any legal action or proceeding, whether civil or criminal, including any governmental or regulatory proceedings or investigations, by reason of the fact that the Employee is or was a director or officer of the Company or any of its Affiliates, the Employee shall be fully indemnified by the Company, and the Company shall pay the Employee's related expenses (including reasonable attorneys' fees, judgments, fines, settlements and other amounts incurred in connection with any proceeding arising out of) when and as incurred, to the fullest extent permitted by applicable law and the Company's articles of incorporation and bylaws. During the Employee's employment with the Company or any of its Affiliates and after termination of employment for any reason, the Company shall cover the Employee under the Company's directors' and officers' insurance policy applicable to other officers and directors according to the terms of such policy. Such obligations shall be binding upon the Company's successors and assigns and shall inure to the benefit of the Employee's heirs and personal representatives.

28. Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto and supersedes any and all prior agreements and understandings concerning the Employee's employment by the Company, including but not limited to the Employee's offer letter. This Agreement may be changed only by a written document signed by the Employee and the Company.

29. Severability. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement, which can be given effect without the invalid or unenforceable provision or application, and shall not invalidate or render unenforceable such provision or application in any other jurisdiction. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

30. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive and procedural laws of the Commonwealth of Massachusetts without regard to rules governing conflicts of law.

31. Counterparts. This Agreement may be executed in any number of counterparts (including facsimile counterparts), each of which shall be an original, but all of which together shall constitute one instrument.

32. Acknowledgments. The Employee acknowledges that (a) the Employee has the right to consult with counsel prior to signing this Agreement and has had a full and adequate opportunity to read, understand and discuss with the Employee's advisors, including counsel, the terms and conditions contained in this Agreement prior to signing hereunder, (b) this Agreement is supported by fair and reasonable consideration independent from the continuation of employment, and (c) the Employee received notice of this Agreement at least ten business days before it is to be effective.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of June 24, 2026.
ENGINE USA, INC.

/s/ Ronald H.W. Cooper

Name: Ronald H.W. Cooper

Title: Chief Executive Officer

Date: 24/06/2026

EMPLOYEE

/s/ Kathleen Richton

Name: Kathleen Richton

Date: 24/06/2026

EMPLOYMENT AGREEMENT FOR WILLIAM GROSSMAN

THIS EMPLOYMENT AGREEMENT (this “Agreement”) is entered into by and between enGene USA, Inc., its successors and assigns (the “Company”) and William Grossman (the “Executive”) as of June 15, 2026.

WHEREAS, the Company desires to retain the Executive to serve in a part-time capacity as the Company’s Chief Medical Officer and the Executive desires to serve in such capacity on behalf of the Company.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the Company and the Executive hereby agree as follows:

1. Employment.

(a) Term. The term of this Agreement shall begin on June 15, 2026 (the “Effective Date”) and shall continue until the termination of the Executive’s employment. The period commencing on the Effective Date and ending on the date on which the term of this Agreement terminates is referred to herein as the “Term.” The Executive’s employment during the Term shall be as an “at-will” employee; the Executive may resign from employment at any time, and the Company may terminate the Executive’s employment at any time, for any reason or no reason. The Term shall automatically terminate on June 13, 2027, if not terminated earlier.

(b) Duties. During the Term, the Executive shall serve as the interim Chief Medical Officer, with such duties, responsibilities, and authority commensurate therewith, and shall report to the Chief Executive Officer of the Company (the “CEO”). The Executive shall perform all duties and accept all responsibilities incident to such position as may be reasonably assigned to the Executive by the CEO that are consistent with and within the scope of Executive’s position.

(c) Hours. As a part-time employee, the Executive shall devote up to fifteen (15) hours per week providing services to the Company during the Term.

(d) Best Efforts. During the Term, the Executive shall devote the Executive’s best efforts to promote the business and affairs of the Company and its affiliated entities, and shall be engaged in other business activities only to the extent that such activities do not materially interfere or conflict with the Executive’s obligations to the Company hereunder, including, without limitation, obligations pursuant to Section 6 below.

(e) Principal Place of Employment. The Executive’s principal place of employment will be his home office in Arizona (“Principal Place of Employment”). The Executive’s employment and all services hereunder shall be provided in the United States and the Executive shall not be required to work in Canada during the Term of this Agreement. Executive will be required to travel for business in the course of performing the Executive’s duties for the Company.

2. Compensation.

(a) Base Salary. During the Term, the Company shall pay the Executive a base salary ("Base Salary"), at the monthly rate of \$25,000, in accordance with the Company's normal payroll practices.

(b) Equity Compensation. The Executive shall be eligible to participate in the enGene Holdings Inc. 2023 Incentive Equity Plan (the "Equity Plan"), as determined in the sole discretion of the Compensation Committee (the "Compensation Committee") of the Board of Directors (the "Parent Board") of enGene Therapeutics Inc. ("Parent"). In connection with the Executive's appointment as interim Chief Medical Officer, subject to the approval of the Compensation Committee or Board, the Executive shall be eligible to receive a grant of an option to acquire 200,000 common shares of the Parent at an exercise price equal to the fair market value of such common shares on the date of the grant, vesting in approximately equal amounts on the 12th day of each month for 12 consecutive months immediately following the Effective Date provided that the Executive remains in the role of interim Chief Medical Officer on the date of each such vesting and on the terms and subject to the conditions set forth in the Equity Plan.

3. Employee Benefits. As a part-time employee, the Executive understands and agrees that he shall not be eligible to participate in the Company's health, life insurance, long-term disability, retirement and welfare benefit plans and programs. He further understands and agrees that he shall not be eligible for paid time off under the Company's policies.

4. Business Expenses. The Company shall reimburse the Executive for all necessary and reasonable travel (which does not include commuting to Executive's Principal Place of Employment) and other business expenses incurred by the Executive in the performance of his duties hereunder in accordance with such policies and procedures as the Company may adopt generally from time to time for executives.

5. Resignation of Positions. Effective as of the date of any termination of employment, the Executive will resign from all Company-related positions, including as an officer of the Company and its parent(s), subsidiaries, and affiliates, but shall not be required to resign from his role as a member of Parent Board.

6. Restrictive Covenants.

(a) Nonsolicitation of Company Personnel. The Executive agrees that during the Term and for one year following the termination of the Term (the "Restriction Period"), the Executive will not, either directly or through others, hire or attempt to hire any employee of the Company, or solicit or attempt to solicit any such person to change or terminate his or her relationship with the Company or otherwise to become an employee, consultant or independent contractor to, for or of any other person or business entity; provided that the foregoing does not prohibit general solicitation or recruitment activities not directed at employees of the Company or soliciting, recruiting or hiring any person who responds thereto.

(b) Nonsolicitation of Customers. The Executive agrees that during the Restriction Period, the Executive will not, either directly or through others, solicit, divert or appropriate, or attempt to solicit, divert or appropriate, any customer of the Company for the purpose of providing such customer with services or products competitive with those offered by the Company during the Executive's employment with the Company.

(c) Proprietary Information. At all times, the Executive will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Proprietary Information (defined below) of the Company or an affiliate, except as such disclosure, use or publication may be required in connection with the Executive's work for the Company or as described in Section 6 below, or unless the Company expressly authorizes such disclosure in writing. "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company and its affiliates and shareholders, including but not limited to information relating to financial matters, investments, budgets, business plans, marketing plans, personnel matters, business contacts, products, processes, know-how, designs, methods, improvements, discoveries, inventions, ideas, data, programs, and other works of authorship. For purposes of this Agreement, the term "Proprietary Information" shall not include information which is or becomes publicly available without breach of: (i) this Agreement; (ii) any other agreement or instrument to which the Company or an affiliate is a party or a beneficiary; or (iii) any duty owed to the Company or an affiliate by the Executive or by any third party. It shall also not include any information that was known to Executive prior to Executive's employment with the Company and which was communicated to the Company in writing; *provided, however*, that if the Executive shall desire or seek to disclose, use, lecture upon, or publish any Proprietary Information, the Executive shall bear the burden of proving that any such information shall have become publicly available without any such breach.

(d) Reports to Government Entities. Nothing in this Agreement shall prohibit or restrict the Executive from initiating communications directly with, responding to any inquiry from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, Congress, any agency Inspector General or any other federal, state or local regulatory authority (collectively, the "Regulators"), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. The Executive does not need the prior authorization of the Company to engage in conduct protected by this subsection, and the Executive does not need to notify the Company that the Executive has engaged in such conduct. Please take notice that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation to individuals who disclose trade secrets to their attorneys, courts, or government officials in certain, confidential circumstances that are set forth at 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law.

(e) Inventions Assignment. The Executive agrees that all inventions, innovations, improvements, developments, methods, designs, analyses, reports, and all related information which relates to the Company's or its affiliates' actual business, research and development of existing or future products or services and which are actually being developed or made by the Executive while employed by the Company, on Company time and using Company resources ("Work Product") belong to the Company. The Executive will perform all actions reasonably requested by the Parent Board (whether during or after the Term) to establish and confirm such ownership (including, without limitation, assignments, consents, limited powers of attorney and other instruments). If requested by the Company, the Executive agrees to execute any inventions

assignment and confidentiality agreement that is required to be signed by Company employees generally.

(f) Return of Company Property. Within a reasonable time after termination of the Executive's employment with the Company for any reason, and at any earlier time the Company requests, the Executive will deliver to the person designated by the Company all originals and copies of all documents and property of the Company or an affiliate that are in the Executive's possession or under the Executive's control or to which the Executive may have access, except to the extent that such documents or property are to be utilized by the Executive in any continuing role as a member of the Parent Board. The Executive will not reproduce or appropriate for the Executive's own use, or for the use of others, any property, proprietary information, or Work Product.

7. Legal and Equitable Remedies. Because the Executive's services are personal and unique and the Executive has had and will continue to have access to and has become and will continue to become acquainted with the proprietary information of the Company and its affiliates, and because any breach by the Executive of any of the restrictive covenants contained in Section 6 would result in irreparable injury and damage for which money damages would not provide an adequate remedy, the Company shall have the right to seek to enforce Section 6 and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach, or threatened breach, of the restrictive covenants set forth in Section 6. The Executive agrees that in any action in which the Company seeks injunction, specific performance or other equitable relief, the Executive will not assert or contend that any of the provisions of Section 6 are unreasonable or otherwise unenforceable.

8. Survival. The respective rights and obligations of the parties under this Agreement (including, but not limited to, under Section 6 and 7) shall survive any termination of the Executive's employment or termination or expiration of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

9. No Mitigation or Set-Off. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement, and such amounts shall not be reduced regardless of whether the Executive obtains other employment. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any circumstances, including, without limitation, any set-off, counterclaim, recoupment, defense or other right which the Company may have against the Executive or others.

10. Tax Equalization. The Company will reimburse the Executive for all reasonable and necessary costs incurred in connection with any cross-border tax filings that may be required, as well as the cost of joining the NEXUS program and any other visa or related issues with respect to the Executive's employment with the Company. To the extent the Executive is subject to additional taxes in respect of services performed in Canada (whenever such services were performed on the Company's behalf), the Company will reimburse the Executive for such additional taxes with an appropriate gross up calculation such that the Executive pays no more income taxes in respect of compensation from the Company than the Executive would have paid had the services solely been performed in the United States. Without limiting any of the foregoing provisions of this Section 10, the Company hereby agrees to fully indemnify the Executive against:

(i) any and all tax liability that the Executive incurs in Canada arising with respect to any services that Executive performs in Canada for and on behalf of the Company, Parent or any of their respective subsidiaries, (ii) any and all tax liability that Executive incurs in the United States by virtue of Parent or any of its subsidiaries being a Passive Foreign Investment Company and that Executive would not have incurred if each of Parent and its subsidiaries were a corporation incorporated and existing under the laws of a State in the United States, and (iii) any other tax liability or penalties that Executive incurs in the United States or Canada by virtue of the Parent or any of its subsidiaries being a Canadian corporation and that Executive would not have incurred if each of Parent and its subsidiaries were a corporation incorporated and existing under the laws of a State in the United States.

11. Notices. All notices and other communications required or permitted under this Agreement or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when emailed, hand delivered or mailed by registered or certified mail, as follows (provided that notice of change of address shall be deemed given only when received):

If to the Company, to:

99 High Street, 26th Floor
Boston, MA 02110
Attn: Legal Department

If to the Executive, to the most recent address on file with the Company or to such other names or addresses as the Company or the Executive, as the case may be, shall designate by notice to each other person entitled to receive notices in the manner specified in this Section.

12. Withholding. All payments under this Agreement shall be made subject to applicable tax withholding, and the Company shall withhold from any payments under this Agreement all federal, state and local taxes as the Company is required to withhold pursuant to any law or governmental rule or regulation. The Executive shall bear all expense of, and be solely responsible for, all federal, state and local taxes due with respect to any payment received under this Agreement.

13. Remedies Cumulative; No Waiver. No remedy conferred upon a party by this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a party in exercising any right, remedy or power under this Agreement or existing at law or in equity shall be construed as a waiver thereof, and any such right, remedy or power may be exercised by such party from time to time and as often as may be deemed expedient or necessary by such party in its sole discretion.

14. Binding Arbitration and Waiver of Right to Participate in Class Actions. Except for disputes relating to, or arising out of, the Executive's obligations set forth in Section 6, including the Company's right to independently seek and obtain injunctive relief in state or federal courts, the parties agree to arbitrate any and all claims, disputes or controversies relating to, or arising out of, or concerning, this Agreement and/or the Executive's employment with the Company, including termination of the Executive's employment. If either party initiates arbitration, the initiating party must notify the other party in writing via U.S. mail, or hand delivery within the applicable statute of limitations period under Massachusetts law. The parties' agreement to arbitrate employment-related claims is intended to include, but is not limited to, claims concerning compensation, benefits or other terms and conditions of employment, or any other claims whether

arising by statute or otherwise including, but not limited to, employment claims of wrongful discharge, discrimination, harassment or retaliation under federal, state or local laws including, without limitation, Commonwealth of Massachusetts; Title VII of the Civil Rights Act as amended, the Equal Pay Act, the Americans With Disabilities Act (as amended), the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act; the Patient Protection and Affordable Care Act, and claims arising under the Fair Labor Standards Acts, or any other national, federal, state or local employment or discrimination laws, rules or regulations. The Executive's agreement to arbitrate also includes claims for breach of contract, violation of internal procedure or policy, wrongful termination in violation of public policy, wrongful discharge or termination, tort claims including negligence, defamation, loss of reputation, interference with contractual relations or prospective economic advantage, retaliation, and negligent or intentional infliction of emotional distress. The Executive agrees that all such claims will be fully and finally resolved by mandatory, binding arbitration conducted by the American Arbitration Association ("AAA") located within thirty miles of the Executive's Principal Place of Employment, pursuant to the AAA then-current Employment Arbitration Rules and Mediation Procedures. A copy of those rules is available online at www.adr.org/aaa. The Company as the employer will bear the administrative costs and arbitrator fees, and the arbitrator in such action may award whatever remedies would be available to the parties in a court of law. The purpose of this provision is to require binding arbitration of such disputes, claims or controversies that are or may be arbitrable, and the inclusion of any claim in this provision as to which a jury trial or civil action may not be waived will not taint or invalidate the remainder of this provision. To be clear, this agreement to arbitrate does not apply to any lawsuit to enforce this arbitration clause, or, as referenced above, to seek relief as set forth in Section 6 of this Agreement. Those lawsuits will be commenced in the state or federal courts sitting in the Commonwealth of Massachusetts and the Executive consents to the jurisdiction of the federal or state courts of Massachusetts.

15. Assignment. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, except that the duties and responsibilities of the Executive under this Agreement are of a personal nature and shall not be assignable or delegable in whole or in part by the Executive. The Company may assign its rights, together with its obligations hereunder, in connection with any sale, transfer or other disposition of all or substantially all of its business and assets, and such rights and obligations shall inure to, and be binding upon, any successor to the business or any successor to substantially all of the assets of the Company, whether by merger, purchase of stock or assets or otherwise, which successor shall expressly assume such obligations, and the Executive acknowledges that in such event the obligations of the Executive hereunder, including but not limited to those under Section 6, will continue to apply in favor of the successor.

16. Company Policies. This Agreement and the compensation payable hereunder shall be subject to any applicable clawback or recoupment policies, share trading policies, and other policies that may be implemented by the Parent Board from time to time with respect to officers of the Company.

17. Indemnification. In the event the Executive is made, or threatened to be made, a party to any legal action or proceeding, whether civil or criminal, including any governmental or regulatory proceedings or investigations, by reason of the fact that the Executive is or was a director or officer of the Company or any of its affiliates, the Executive shall be fully indemnified by the Company,

and the Company shall pay the Executive's related expenses (including reasonable attorneys' fees, judgments, fines, settlements and other amounts incurred in connection with any proceeding arising out of) when and as incurred, to the fullest extent permitted by applicable law and the Company's articles of incorporation and bylaws. During the Executive's employment with the Company or any of its affiliates and after termination of employment for any reason, the Company shall cover the Executive under the Company's directors' and officers' insurance policy applicable to other officers and directors according to the terms of such policy. Such obligations shall be binding upon the Company's successors and assigns and shall inure to the benefit of the Executive's heirs and personal representatives.

18. Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto and supersedes any and all prior agreements and understandings concerning the Executive's employment by the Company. This Agreement may be changed only by a written document signed by the Executive and the Company.

19. Severability. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement, which can be given effect without the invalid or unenforceable provision or application, and shall not invalidate or render unenforceable such provision or application in any other jurisdiction. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

20. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive and procedural laws of the Commonwealth of Massachusetts without regard to rules governing conflicts of law.

21. Counterparts. This Agreement may be executed in any number of counterparts (including facsimile counterparts), each of which shall be an original, but all of which together shall constitute one instrument.

22. Acknowledgments. The Executive acknowledges that the Executive has the right to consult with counsel prior to signing this Agreement and has had a full and adequate opportunity to read, understand and discuss with the Executive's advisors, including counsel, the terms and conditions contained in this Agreement prior to signing hereunder.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.
ENGINE USA, INC.

/s/ Ronald H.W. Cooper

Name: Ronald H.W. Cooper

Title: Chief Executive Officer

Date: 15-Jun-2026

EXECUTIVE

/s/ William Grossman

Name: William Grossman

Date: 15-Jun-2026

June 15, 2026

By Email

David Ryan Daws

RE: Separation Agreement & General Release

Dear Ryan:

This letter of agreement and general release ("Agreement") confirms our mutual agreement regarding the terms and conditions of your separation from employment with enGene USA, Inc. ("enGene" or the "Company"). You and the Company agree as follows:

1. Separation Date. Your last day of employment with the Company will be July 15, 2026 ("Separation Date"). You will receive your salary at your regular rate of pay through your Separation Date. Your employment and your participation in the Company's employee benefit plans and programs will terminate on your Separation Date.
2. Severance Benefits. Provided that you (i) timely sign this Agreement after your Separation Date and do not revoke it, (ii) return all Company property, (iii) provide all administrative information, including all login controls, regarding all accounts you used or accessed related to your work for the Company, and (iv) otherwise comply with your obligations under this Agreement and your continuing obligations to the Company under Sections 15 and 16 of your Employment Agreement with the Company as amended on June 10, 2025 (the "Employment Agreement"), you shall be entitled to the following:
 - a. Continuation of your Base Salary for a twelve (12) month period (the "Severance Term"), in the total amount of \$517,880, less applicable taxes and withholdings, which amount shall be paid in regular payroll in accordance with the Company's normal payroll practices. Payment will begin within 60 days following the Separation Date, and any installments not paid between the Separation Date and the date of the first payment will be paid with the first payment.
 - b. Subject to your copayment of premium amounts at the applicable active employees' rate and your proper election to receive benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), the Company will pay to the group health plan provider(s) or the COBRA provider a monthly payment equal to the monthly employer contribution that the Company would have made to provide health insurance to you if you had remained employed by the Company until the earliest of (A) the twelfth (12th) month anniversary of your Separation Date; (B) your eligibility for group health plan benefits under any other employer's group health plan; or (C) the cessation of your continuation rights under COBRA; provided, however, that if the Company reasonably determines that it cannot pay such amounts to the group health plan provider(s) or the COBRA provider (if applicable) without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then the Company shall convert such payments to payroll payments directly to you for the time period specified above

(such payments, if to you, shall be subject to tax-related deductions and withholdings and paid on the Company's regular payroll dates).

- c. An amount equal to your Target Annual Bonus as defined in your Employment Agreement, prorated for the portion of the performance period that you were employed in 2026, payable within forty-five (45) days of your Separation Date.
- d. Your time-based equity awards shall accelerate and vest with respect to the number of shares underlying the equity awards that would vest over the Severance Term had you remained employed for such Severance Term and any equity awards that are subject to performance-based vesting shall vest and become exercisable, if at all, subject to the terms of such equity awards.

3. Release.

- a) In consideration of the benefits set forth herein, including but not limited to the benefits set forth in Paragraph 2, to the fullest extent permitted by law you waive, release and forever discharge the Company and each of its past and current parents, subsidiaries, affiliates, and each of its and their respective past and current directors, officers, members, trustees, employees, representatives, agents, attorneys, employee benefit plans and such plans' administrators, fiduciaries, trustees, recordkeepers and service providers, and each of its and their respective successors and assigns, each and all of them in their personal and representative capacities (collectively the "Company Releasees") from any and all claims legally capable of being waived, grievances, injuries, controversies, agreements, covenants, promises, debts, accounts, actions, causes of action, suits, arbitrations, sums of money, attorneys' fees, costs, damages, or any right to any monetary recovery or any other personal relief, whether known or unknown, in law or in equity, by contract, tort, law of trust or pursuant to federal, state or local statute, regulation, ordinance or common law, which you now have, ever have had, or may hereafter have, based upon or arising from any fact or set of facts, whether known or unknown to you, from the beginning of time until the date of execution of this Agreement, including, but not limited to, any arising out of or relating in any way to your employment relationship with the Company or any other Company Releasee, or other associations with the Company or any other Company Releasee, or any termination thereof. For the avoidance of doubt, the "Company Releasees" includes enGene Therapeutics Inc.
- b) Without limiting the generality of the foregoing, this waiver, release, and discharge includes any claim or right, to the extent legally capable of being waived, based upon or arising under any federal, state or local fair employment practices or equal opportunity laws, including, but not limited to, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Rehabilitation Act of 1973, the Worker Adjustment and Retraining Notification Act, 42 U.S.C. Section 1981, Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Employee Retirement Income Security Act ("ERISA") (including, but not limited to, claims for breach of fiduciary duty under ERISA), the Americans With Disabilities Act, the Family and Medical Leave Act of 1993, the Massachusetts Fair Employment Practices Act, the Massachusetts Civil Rights Act, the

Massachusetts Equal Rights Act, the Massachusetts Labor and Industries Act, the Massachusetts Earned Sick Time Law, the Massachusetts Right of Privacy Law, the Massachusetts Wage Act (as further explained below), the Massachusetts Paid Family and Medical Leave Act, and the Massachusetts Minimum Fair Wage Law, including all amendments thereto. You also are waiving, releasing and discharging all claims under any federal, state, local, and/or municipal statute, law, amendment, directive, order, and/or regulation enacted in response to the COVID-19 pandemic.

- c) **Massachusetts Wage Act Waiver.** By signing this Agreement, you acknowledge that this waiver includes any claims against the Company Releasees under Mass. Gen. Laws ch. 149, § 148 et seq., – the Massachusetts Wage Act. These claims include, but are not limited to, claims for failure to pay earned wages, failure to pay overtime, failure to pay earned commissions, failure to timely pay wages, failure to pay accrued vacation or holiday pay, failure to furnish appropriate pay stubs, improper wage deductions, and failure to provide proper check-cashing facilities.
- d) **Age Claim Waiver.** In addition to all other claims released under this Agreement, you understand and agree that you are waiving all claims available against the Company Releasees arising out of your employment with the Company or the termination of your employment under the ADEA and OWBPA.
- e) You also agree to waive any right to bring, maintain, or participate in a class action, collective action, or representative action against the Company and/or the Company Releasees to the fullest extent permitted by law. You agree that you may not serve as a representative of a class action, collective action, or representative action, may not participate as a member of a class action, collective action, or representative action, and may not recover any relief from a class action, collective action, or representative action. You further agree that if you are included within a class action, collective action, or representative action, you will take all steps necessary to opt-out of the action or refrain from opting in, as the case may be. You are not waiving any right to challenge the validity of this Paragraph 3(e) on any grounds that may exist in law and equity. However, the Company and the Company Releasees reserve the right to attempt to enforce this Agreement, including this Paragraph 3(e), in any appropriate forum.
- f) Notwithstanding the generality of the foregoing, nothing herein constitutes a release or waiver by you of, or prevents you from making or asserting: (i) any claim or right you may have under COBRA; (ii) any claim or right you may have for unemployment insurance or workers' compensation benefits (other than for retaliation under workers' compensation laws); (iii) any claim to vested benefits under the written terms of a qualified employee pension benefit plan; (iv) any medical claim incurred during your employment that is payable under applicable medical plans or an employer-insured liability plan; (v) any claim or right that may arise after the execution of this Agreement; (vi) any claim or right you may have under this Agreement; (vii) any claim or right to indemnification and any claims or rights under the Indemnification Agreement between you and enGene Therapeutics Inc. (formerly known as enGene Holdings Inc.); (viii) any claim or rights under paragraph 20 of the Employment Agreement; or (ix) any claim that is not otherwise waivable under applicable law. In addition, nothing herein shall prevent you from filing a charge or complaint with the Equal Employment Opportunity Commission ("EEOC") or similar federal or state fair employment practices agency or

interfere with your ability to participate in any investigation or proceeding conducted by such agency; provided, however, that pursuant to this Paragraph 3, you are waiving any right to recover monetary damages or any other form of personal relief from the Company Releasees to the extent any such charge, complaint, investigation or proceeding asserts a claim subject to the releases herein.

- g) You acknowledge that you have not made any claims or allegations against any Company Releasee, the factual foundation for which involves sexual harassment or sexual assault or abuse.
 - h) Release of Unknown Claims. You understand that the foregoing releases shall be effective as a full and final accord and satisfaction and general release of all claims, whether known or unknown, against the Company Releasees. You are aware that you may hereafter discover claims or facts in addition to or different from those you now know or believe to exist with respect to the subject matter of this Agreement which if you had known now, may have affected your decision to sign this Agreement; however, you hereby settle and release all of the claims which you had, have or may have against the Company and the other Company Releasees including arising out of such additional or different facts.
- 4. No Additional Entitlements. You agree and represent that you have received all entitlements due from the Company relating to your employment with the Company, including but not limited to, all wages earned, including without limitation all commissions and bonuses, severance, sick pay, vacation pay, overtime pay, and any paid and unpaid personal leave for which you were eligible and entitled, and that no other entitlements are due to you other than as set forth in this Agreement.
 - 5. Return of Property. Before your Separation Date, you will return to the Company all of its property, including, but not limited to, computers, cell phones, files, and documents, including any correspondence or other materials containing trade secrets of the Company, identification cards, credit cards, keys, equipment, software and data, however stored. To the extent you have any Company information or material stored on any PDA, personal computer, personal email, hard drive, thumb drive, cloud or other electronic storage device, you agree to cooperate with the Company in permanently deleting such information from such devices, subject to any Company litigation preservation directive then in effect.
 - 6. Protection of Confidential Information & Goodwill. Except as expressly permitted in Paragraph 8 of this Agreement or if otherwise required by law, you agree that you will not at any time, directly or indirectly, disclose any trade secret, confidential or proprietary information you have learned by reason of your association with the Company. You also agree to comply fully with your continuing obligations to the Company under Sections 15 and 16 of your Employment Agreement, which are hereby incorporated herein by reference. You further that for twelve (12) months following your Separation Date, you will not, without the Board's express written consent, engage (directly or indirectly) in any Competitive Business in the United States or Canada. The term "Competitive Business" means any person, concern or entity which is engaged in or conducts a business substantially the same as the Business of the Company and its Affiliates. The term "Business" means the discovery, research, development and commercialization by the Company of gene therapy treatments currently under active discovery, development or commercialization (generally referred to internally

as “Programs” and “Pipeline”), including material external sponsored research agreements. You understand and agree that, given the nature of the business of the Company, the position you held at the Company, and the consideration you are receiving under this Agreement, your covenants in this Agreement and in your Employment Agreement are reasonable and necessary to protect the Company’s legitimate business interests.

7. Non-Disparagement. Except as expressly permitted in Paragraph 8 of this Agreement, you will not at any time make any written or oral comments or statements of a defamatory or disparaging nature regarding the Company and/or the other Company Releasees or their personnel and you shall not take any action that would cause the Company and/or the other Company Releasees or their personnel any embarrassment or humiliation or otherwise cause or contribute to their being held in disrepute. The Company agrees to instruct its executive leadership team not to at any time make any written or oral comments or statements of a defamatory or disparaging nature about you.
8. Reports to Government Entities. Nothing in this Agreement restricts or prohibits you or anyone else from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including without limitation, the EEOC, the Department of Labor, the National Labor Relations Board, the U.S. Department of Justice, the U.S. Securities and Exchange Commission, the Financial Industry Regulatory Authority, the Occupational Safety and Health Administration, the U.S. Congress, any other federal, state, or local government agency or commission, and any agency Inspector General (collectively, the “Regulators”), or from making other disclosures that are protected under the whistleblower provisions of federal, state, or local law or regulation. You do not need the prior authorization of the Company to engage in conduct protected by this Paragraph, and you do not need to notify the Company that you have engaged in such conduct. This Agreement does not limit your right to receive an award from any Regulator that provides awards for providing information relating to a potential violation of the law. However, to the maximum extent permitted by law, you are waiving your right to receive any individual monetary relief from the Company or any other Company Releasee (as defined above in Paragraph 3) resulting from the released claims, regardless of whether you or another party has filed them, and in the event you obtain such monetary relief, the Company will be entitled to an offset for the benefits made pursuant to this Agreement. You recognize and agree that, in connection with any such activity outlined above, you must inform the Regulators, your attorney, a court or a government official that the information you are providing is confidential. Despite the foregoing, you are not permitted to reveal to any third-party, including any governmental, law enforcement, or regulatory authority, information you came to learn during the course of your employment with the Company that is protected from disclosure by any applicable privilege, including but not limited to the attorney-client privilege and/or attorney work product doctrine. The Company does not waive any applicable privileges or the right to continue to protect its privileged attorney-client information, attorney work product, and other privileged information. Please take notice that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation to individuals who disclose a trade secret to their attorney, a court, or a government official in certain, confidential circumstances that are set forth at 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected

violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law.

9. Non-Admission. It is understood and agreed that neither the execution of this Agreement nor the terms of this Agreement constitute an admission of liability to you by the Company or the other Company Releasees, and such liability is expressly denied. It is further understood and agreed that no person shall use the Agreement, or the consideration paid pursuant thereto, as evidence of an admission of liability, inasmuch as such liability is expressly denied.
10. Cooperation. You agree that upon the Company's reasonable notice to you and at reasonable times that will not interfere with your professional or personal matters, you shall cooperate with the Company and its counsel (including, if necessary, preparation for and appearance at depositions, hearings, trials or other proceedings) with regard to matters that relate to or arise out of matters you have knowledge about or have been involved with during your employment with the Company. In the event that such cooperation is required, you will be reimbursed for any reasonable travel expenses incurred in connection therewith.
11. Acknowledgments. You hereby acknowledge that:
 - a) The Company hereby advises you of your right to obtain independent legal advice from an attorney of your own choice with respect to this Agreement;
 - b) You have obtained independent legal advice from an attorney of your own choice with respect to this Agreement or you have voluntarily chosen not to obtain such advice;
 - c) You freely, voluntarily and knowingly enter into this Agreement after due consideration;
 - d) You have had a minimum of forty-five (45) days to review and consider this Agreement;
 - e) You and the Company agree that changes to the Company's offer contained in this Agreement, whether material or immaterial, will not restart the forty-five (45) day consideration period provided for above;
 - f) You have a right to revoke this Agreement by notifying the undersigned representative in writing, via electronic mail, within seven (7) business days of your execution of this Agreement;
 - g) You have received in Exhibit A certain disclosures regarding the Company's reduction in force, including a listing of the ages and job titles of employees in the decisional unit of the Company which identifies those who have and those who have not been selected for termination of employment and offered consideration for signing a waiver;
 - h) In exchange for your waivers, releases and commitments set forth herein, including your waiver and release of all claims arising under the ADEA, the consideration that you are receiving pursuant to this Agreement exceeds any payment, benefit or other thing of value to which you would otherwise be entitled, and are just and sufficient consideration for the waivers, releases and commitments set forth herein; and
 - i) No promise or inducement has been offered to you, except as expressly set forth herein, and you are not relying upon any such promise or inducement in entering into this Agreement.
12. Medicare Disclaimer. You acknowledge that you are not a Medicare Beneficiary as of the time you enter into this Agreement. To the extent that you are a Medicare Beneficiary, you agree to contact the undersigned for further instruction.
13. Miscellaneous.

- a) Entire Agreement. This Agreement sets forth the entire agreement between you and the Company and replaces any other oral or written agreement between you and the Company relating to the subject matter of this Agreement, including, without limitation, any prior offer letters and/or employment agreements, except for your continuing obligations to the Company under your Employment Agreement.
- b) Governing Law. This Agreement shall be construed, performed, enforced and in all respects governed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to the principles of conflicts of law thereof. Any disputes under this Agreement shall be resolved pursuant to the arbitration provision in the Employment Agreement.
- c) Severability. Should any provision of this Agreement be held to be void or unenforceable, the remaining provisions shall remain in full force and effect, to be read and construed as if the void or unenforceable provisions were originally deleted.
- d) Amendments. This Agreement may not be modified or amended, except upon the express written consent of both you and the Company.
- e) Waiver. A waiver by either party hereto of a breach of any term or provision of the Agreement shall not be construed as a waiver of any subsequent breach.
- f) Counterparts. This Agreement may be executed electronically and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- g) Effective Date. This Agreement will become effective and enforceable upon the expiration of the seven (7) business day revocation period referred to above (the "Effective Date").

If the above accurately states our agreement, kindly sign below after your Separation Date and return the original Agreement to me by August 31, 2026.

Sincerely,

enGene USA, Inc.

By: /s/ Lee G. Giguere
Lee G. Giguere
Chief Legal Officer

UNDERSTOOD, AGREED TO AND ACCEPTED WITH THE INTENTION TO BE LEGALLY BOUND:

/s/ David Ryan Daws
David Ryan Daws

Date: 7/16/2026

EXHIBIT A

enGene USA, Inc. (“enGene” or the “Company”) is implementing a reduction in force. The following information is provided in accordance with the federal laws known as the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act and in connection with the Separation Agreement and General Release (the “Agreement”). Capitalized terms used herein shall have the meanings set forth in the Agreement provided to employees who have been selected for termination of employment.

1. **Decisional Unit.** All employees in the Company as of June 15, 2026.
2. **Selection Factors.** Employees in the Decisional Unit were selected for termination of employment in connection with the reduction in force based on an assessment of a combination of the following factors: the current and anticipated business needs of the Company, and employees’ positions, functions, performance, and skill sets.
3. **Applicable Time Limits.** Eligible employees who are forty (40) years or older will have at least forty-five (45) days to review the Agreement and this disclosure notice with an attorney of their choosing, and to accept the Agreement by timely signing and returning it to the Company. Eligible employees will have seven (7) days from the date that they sign the Agreement to revoke their decision by delivering a written notice of revocation in the manner specified in the Agreement. Eligible employees will not receive the payments and/or benefits set forth in the Agreement unless and until the revocation period has expired without exercising their right to revoke.
4. **Selection Information.** The following is a list of the job titles and ages of employees in the Decisional Unit who were selected and not selected for termination of employment, based on an application of the selection factors described above. Ages are calculated as of June 15, 2026.

DECISIONAL UNIT

Job Title	Age	Selected	Not Selected
Analytical Development Analyst	24	X	
Director, Clinical Science	52		X
Senior Director, QC External Technical Services	61		X
Senior Director, Regulatory CMC	58		X
Senior Staff Accountant	29	X	
Senior Medical Science Liaison- East Region	44	X	
Chief Regulatory Officer	52		X
Chief Development Officer	52		X
Senior Manager, Quality Programs & Compliance	37	X	
Human Resources, Operations Specialist	30	X	
Executive Director, Scientific Engagement	64	X	
Senior Director, Assistant General Counsel	41		X

Job Title	Age	Selected	Not Selected
Executive Director, Urology Clinical Lead	49		X
Director, Supplier Quality Assurance	63		X
Senior Vice President, Finance	56	X	
Chief Technology Officer	57		X
Chief Executive Officer	63		X
Executive Director, Scientific Communications	47	X	
Senior Clinical Project Manager	45	X	
VP, Information Technology	59	X	
Chief Financial Officer	52	X	
Principal Specialist, Quality Assurance Operations	40		X
Chief Legal Officer	46	X	
Senior Manager, QC External Technical Services	36		X
Associate Clinical Trial Manager	38		X
Senior Director, Biostatistician	63		X
Executive Director, Investor Relations	39		X
Senior Accounting Manager	40		X
Systems Administrator	31		X
VP, Head of CMC	51	X	
Vice President, Commercial Manufacturing	58		X
Associate Director, QA Operations	51		X
Executive Director, Medical Affairs	45		X
Senior Medical Science Liaison- West Region	48	X	
Associate Director, Quality Systems & GXP Operations	42	X	
Technical Operations, Senior Project Manager	48	X	
Director, Strategy and Business Development	30		X
Senior Director, Corporate Communications	57	X	
Senior Specialist, Quality Assurance Operations	29	X	
Chief Strategy & Operations Officer	41	X	
VP, Head of Quality	58		X
Senior Executive Assistant	59		X
Regulatory Associate II	29	X	
SVP, Human Resources	54	X	
Chief Global Commercialization Officer	49		X
Research Scientist II, CMC	31	X	
Senior Director, Human Resources	41		X

Job Title	Age	Selected	Not Selected
Vice President, Controller	48		X
Senior Scientist, Analytical Development	34	X	
Programmer and Clinical Data Analyst	22		X
Senior Executive Assistant	55	X	
Senior Director, Accounting	35		X
Office Manager, Administrative Assistant	41	X	
Executive Director, Clinical Sciences	46	X	
Director, Regulatory Affairs	37		X
Chief Medical Officer	40		X
Manager, Regulatory Affairs Operations	28		X
VP, Head of Clinical Development Operations	61		X
Financial Analyst	26	X	
Scientist	39		X
Senior Director, Clinical Supply Chain & Logistics	56	X	
Director, Project Management	45	X	
Senior Director, Bioassay Development	58		X
Director IT Operations	48		X
Senior Director, Corporate FP&A	41		X

June 15, 2026

By Email

Lee G. Giguere

RE: Separation Agreement & General Release

Dear Lee:

This letter of agreement and general release ("Agreement") confirms our mutual agreement regarding the terms and conditions of your separation from employment with enGene USA, Inc. ("enGene" or the "Company"). You and the Company agree as follows:

1. Separation Date. Your last day of employment with the Company will be July 15, 2026 ("Separation Date"). You will receive your salary at your regular rate of pay through your Separation Date. Your employment and your participation in the Company's employee benefit plans and programs will terminate on your Separation Date.
2. Severance Benefits. Provided that you (i) timely sign this Agreement after your Separation Date and do not revoke it, (ii) return all Company property, (iii) provide all administrative information, including all login controls, regarding all accounts you used or accessed related to your work for the Company, and (iv) otherwise comply with your obligations under this Agreement and your continuing obligations to the Company under Sections 15 and 16 of your Employment Agreement with the Company dated April 22, 2024 (the "Employment Agreement"), you shall be entitled to the following:
 - a. Continuation of your Base Salary for a twelve (12) month period (the "Severance Term"), in the total amount of \$473,796, less applicable taxes and withholdings, which amount shall be paid in regular payroll in accordance with the Company's normal payroll practices. Payment will begin within 60 days following the Separation Date, and any installments not paid between the Separation Date and the date of the first payment will be paid with the first payment.
 - b. Subject to your copayment of premium amounts at the applicable active employees' rate and your proper election to receive benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), the Company will pay to the group health plan provider(s) or the COBRA provider a monthly payment equal to the monthly employer contribution that the Company would have made to provide health insurance to you if you had remained employed by the Company until the earliest of (A) the twelfth (12th) month anniversary of your Separation Date; (B) your eligibility for group health plan benefits under any other employer's group health plan; or (C) the cessation of your continuation rights under COBRA; provided, however, that if the Company reasonably determines that it cannot pay such amounts to the group health plan provider(s) or the COBRA provider (if applicable) without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then the Company shall convert such payments to payroll payments directly to you for the time period specified above

(such payments, if to you, shall be subject to tax-related deductions and withholdings and paid on the Company's regular payroll dates).

- c. An amount equal to your Target Annual Bonus as defined in your Employment Agreement, prorated for the portion of the performance period that you were employed in 2026, payable within forty-five (45) days of your Separation Date.
- d. Your time-based equity awards shall accelerate and vest with respect to the number of shares underlying the equity awards that would vest over the Severance Term had you remained employed for such Severance Term and any equity awards that are subject to performance-based vesting shall vest and become exercisable, if at all, subject to the terms of such equity awards.

3. Release.

- a) In consideration of the benefits set forth herein, including but not limited to the benefits set forth in Paragraph 2, to the fullest extent permitted by law you waive, release and forever discharge the Company and each of its past and current parents, subsidiaries, affiliates, and each of its and their respective past and current directors, officers, members, trustees, employees, representatives, agents, attorneys, employee benefit plans and such plans' administrators, fiduciaries, trustees, recordkeepers and service providers, and each of its and their respective successors and assigns, each and all of them in their personal and representative capacities (collectively the "Company Releasees") from any and all claims legally capable of being waived, grievances, injuries, controversies, agreements, covenants, promises, debts, accounts, actions, causes of action, suits, arbitrations, sums of money, attorneys' fees, costs, damages, or any right to any monetary recovery or any other personal relief, whether known or unknown, in law or in equity, by contract, tort, law of trust or pursuant to federal, state or local statute, regulation, ordinance or common law, which you now have, ever have had, or may hereafter have, based upon or arising from any fact or set of facts, whether known or unknown to you, from the beginning of time until the date of execution of this Agreement, including, but not limited to, any arising out of or relating in any way to your employment relationship with the Company or any other Company Releasee, or other associations with the Company or any other Company Releasee, or any termination thereof. For the avoidance of doubt, the "Company Releasees" includes enGene Therapeutics Inc. (formerly known as enGene Holdings Inc.).
- b) Without limiting the generality of the foregoing, this waiver, release, and discharge includes any claim or right, to the extent legally capable of being waived, based upon or arising under any federal, state or local fair employment practices or equal opportunity laws, including, but not limited to, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Rehabilitation Act of 1973, the Worker Adjustment and Retraining Notification Act, 42 U.S.C. Section 1981, Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Employee Retirement Income Security Act ("ERISA") (including, but not limited to, claims for breach of fiduciary duty under ERISA), the Americans With Disabilities Act, the Family and Medical Leave Act of 1993, New Hampshire Law Against Discrimination, Title 23 of the New Hampshire Revised Statutes,

Granite State Paid Family Leave Plan, New Hampshire WARN Act, New Hampshire Uniform Trade Secrets Act, the Massachusetts Fair Employment Practices Act, the Massachusetts Civil Rights Act, the Massachusetts Equal Rights Act, the Massachusetts Labor and Industries Act, the Massachusetts Earned Sick Time Law, the Massachusetts Right of Privacy Law, the Massachusetts Wage Act (as further explained below), the Massachusetts Paid Family and Medical Leave Act, and the Massachusetts Minimum Fair Wage Law, including all amendments thereto. You also are waiving, releasing and discharging all claims under any federal, state, local, and/or municipal statute, law, amendment, directive, order, and/or regulation enacted in response to the COVID-19 pandemic.

- c) **Massachusetts Wage Act Waiver.** By signing this Agreement, you acknowledge that this waiver includes any claims against the Company Releasees under Mass. Gen. Laws ch. 149, § 148 et seq., – the Massachusetts Wage Act. These claims include, but are not limited to, claims for failure to pay earned wages, failure to pay overtime, failure to pay earned commissions, failure to timely pay wages, failure to pay accrued vacation or holiday pay, failure to furnish appropriate pay stubs, improper wage deductions, and failure to provide proper check-cashing facilities.
- d) **Age Claim Waiver.** In addition to all other claims released under this Agreement, you understand and agree that you are waiving all claims available against the Company Releasees arising out of your employment with the Company or the termination of your employment under the ADEA and OWBPA.
- e) You also agree to waive any right to bring, maintain, or participate in a class action, collective action, or representative action against the Company and/or the Company Releasees to the fullest extent permitted by law. You agree that you may not serve as a representative of a class action, collective action, or representative action, may not participate as a member of a class action, collective action, or representative action, and may not recover any relief from a class action, collective action, or representative action. You further agree that if you are included within a class action, collective action, or representative action, you will take all steps necessary to opt-out of the action or refrain from opting in, as the case may be. You are not waiving any right to challenge the validity of this Paragraph 3(e) on any grounds that may exist in law and equity. However, the Company and the Company Releasees reserve the right to attempt to enforce this Agreement, including this Paragraph 3(e), in any appropriate forum.
- f) Notwithstanding the generality of the foregoing, nothing herein constitutes a release or waiver by you of, or prevents you from making or asserting: (i) any claim or right you may have under COBRA; (ii) any claim or right you may have for unemployment insurance or workers' compensation benefits (other than for retaliation under workers' compensation laws); (iii) any claim to vested benefits under the written terms of a qualified employee pension benefit plan; (iv) any medical claim incurred during your employment that is payable under applicable medical plans or an employer-insured liability plan; (v) any claim or right that may arise after the execution of this Agreement; (vi) any claim or right you may have under this Agreement; (vii) any claim or right to indemnification and any claims or rights under the Indemnification Agreement between you and enGene Therapeutics Inc. (formerly known as enGene Holdings Inc.); (viii) any claim or rights under paragraph 20 of the Employment Agreement; or (ix) any claim that

is not otherwise waivable under applicable law. In addition, nothing herein shall prevent you from filing a charge or complaint with the Equal Employment Opportunity Commission ("EEOC") or similar federal or state fair employment practices agency or interfere with your ability to participate in any investigation or proceeding conducted by such agency; provided, however, that pursuant to this Paragraph 3, you are waiving any right to recover monetary damages or any other form of personal relief from the Company Releasees to the extent any such charge, complaint, investigation or proceeding asserts a claim subject to the releases herein.

- g) You acknowledge that you have not made any claims or allegations against any Company Releasee, the factual foundation for which involves sexual harassment or sexual assault or abuse.
 - h) Release of Unknown Claims. You understand that the foregoing releases shall be effective as a full and final accord and satisfaction and general release of all claims, whether known or unknown, against the Company Releasees. You are aware that you may hereafter discover claims or facts in addition to or different from those you now know or believe to exist with respect to the subject matter of this Agreement which if you had known now, may have affected your decision to sign this Agreement; however, you hereby settle and release all of the claims which you had, have or may have against the Company and the other Company Releasees including arising out of such additional or different facts.
- 4. No Additional Entitlements. You agree and represent that you have received all entitlements due from the Company relating to your employment with the Company, including but not limited to, all wages earned, including without limitation all commissions and bonuses, severance, sick pay, vacation pay, overtime pay, and any paid and unpaid personal leave for which you were eligible and entitled, and that no other entitlements are due to you other than as set forth in this Agreement.
 - 5. Return of Property. Before your Separation Date, you will return to the Company all of its property, including, but not limited to, computers, cell phones, files, and documents, including any correspondence or other materials containing trade secrets of the Company, identification cards, credit cards, keys, equipment, software and data, however stored. To the extent you have any Company information or material stored on any PDA, personal computer, personal email, hard drive, thumb drive, cloud or other electronic storage device, you agree to cooperate with the Company in permanently deleting such information from such devices, subject to any Company litigation preservation directive then in effect.
 - 6. Protection of Confidential Information & Goodwill. Except as expressly permitted in Paragraph 8 of this Agreement or if otherwise required by law, you agree that you will not at any time, directly or indirectly, disclose any trade secret, confidential or proprietary information you have learned by reason of your association with the Company. You also agree to comply fully with your continuing obligations to the Company under Sections 15 and 16 of your Employment Agreement, which are hereby incorporated herein by reference. You further that for twelve (12) months following your Separation Date, you will not, without the Board's express written consent, engage (directly or indirectly) in any Competitive Business in the United States or Canada, provided, however, that per Rule 5.6 of the Massachusetts Rules of Professional Conduct, nothing in this section or in any other section of this

Agreement shall be applied or interpreted to restrict your right to practice law following termination of your employment with the Company and its Affiliates. The term "Competitive Business" means any person, concern or entity which is engaged in or conducts a business substantially the same as the Business of the Company and its Affiliates. The term "Business" means the discovery, research, development and commercialization by the Company of gene therapy treatments currently under active discovery, development or commercialization (generally referred to internally as "Programs" and "Pipeline"), including material external sponsored research agreements. You understand and agree that, given the nature of the business of the Company, the position you held at the Company, and the consideration you are receiving under this Agreement, your covenants in this Agreement and in your Employment Agreement are reasonable and necessary to protect the Company's legitimate business interests.

7. Non-Disparagement. Except as expressly permitted in Paragraph 8 of this Agreement, you will not at any time make any written or oral comments or statements of a defamatory or disparaging nature regarding the Company and/or the other Company Releasees or their personnel and you shall not take any action that would cause the Company and/or the other Company Releasees or their personnel any embarrassment or humiliation or otherwise cause or contribute to their being held in disrepute. The Company agrees to instruct its executive leadership team not to at any time make any written or oral comments or statements of a defamatory or disparaging nature about you.
8. Reports to Government Entities. Nothing in this Agreement restricts or prohibits you or anyone else from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including without limitation, the EEOC, the Department of Labor, the National Labor Relations Board, the U.S. Department of Justice, the U.S. Securities and Exchange Commission, the Financial Industry Regulatory Authority, the Occupational Safety and Health Administration, the U.S. Congress, any other federal, state, or local government agency or commission, and any agency Inspector General (collectively, the "Regulators"), or from making other disclosures that are protected under the whistleblower provisions of federal, state, or local law or regulation. You do not need the prior authorization of the Company to engage in conduct protected by this Paragraph, and you do not need to notify the Company that you have engaged in such conduct. This Agreement does not limit your right to receive an award from any Regulator that provides awards for providing information relating to a potential violation of the law. However, to the maximum extent permitted by law, you are waiving your right to receive any individual monetary relief from the Company or any other Company Releasee (as defined above in Paragraph 3) resulting from the released claims, regardless of whether you or another party has filed them, and in the event you obtain such monetary relief, the Company will be entitled to an offset for the benefits made pursuant to this Agreement. You recognize and agree that, in connection with any such activity outlined above, you must inform the Regulators, your attorney, a court or a government official that the information you are providing is confidential. Despite the foregoing, you are not permitted to reveal to any third-party, including any governmental, law enforcement, or regulatory authority, information you came to learn during the course of your employment with the Company that is protected from disclosure by any applicable privilege, including but not limited to the attorney-client privilege and/or attorney work product doctrine. The Company does not waive any

applicable privileges or the right to continue to protect its privileged attorney-client information, attorney work product, and other privileged information. Please take notice that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation to individuals who disclose a trade secret to their attorney, a court, or a government official in certain, confidential circumstances that are set forth at 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law.

9. Non-Admission. It is understood and agreed that neither the execution of this Agreement nor the terms of this Agreement constitute an admission of liability to you by the Company or the other Company Releasees, and such liability is expressly denied. It is further understood and agreed that no person shall use the Agreement, or the consideration paid pursuant thereto, as evidence of an admission of liability, inasmuch as such liability is expressly denied.
10. Cooperation. You agree that upon the Company's reasonable notice to you and at reasonable times that will not interfere with your professional or personal matters, you shall cooperate with the Company and its counsel (including, if necessary, preparation for and appearance at depositions, hearings, trials or other proceedings) with regard to matters that relate to or arise out of matters you have knowledge about or have been involved with during your employment with the Company. In the event that such cooperation is required, you will be reimbursed for any reasonable travel expenses incurred in connection therewith.
11. Acknowledgments. You hereby acknowledge that:
 - a) The Company hereby advises you of your right to obtain independent legal advice from an attorney of your own choice with respect to this Agreement;
 - b) You have obtained independent legal advice from an attorney of your own choice with respect to this Agreement or you have voluntarily chosen not to obtain such advice;
 - c) You freely, voluntarily and knowingly enter into this Agreement after due consideration;
 - d) You have had a minimum of forty-five (45) days to review and consider this Agreement;
 - e) You and the Company agree that changes to the Company's offer contained in this Agreement, whether material or immaterial, will not restart the forty-five (45) day consideration period provided for above;
 - f) You have a right to revoke this Agreement by notifying the undersigned representative in writing, via electronic mail, within seven (7) business days of your execution of this Agreement;
 - g) You have received in Exhibit A certain disclosures regarding the Company's reduction in force, including a listing of the ages and job titles of employees in the decisional unit of the Company which identifies those who have and those who have not been selected for termination of employment and offered consideration for signing a waiver;
 - h) In exchange for your waivers, releases and commitments set forth herein, including your waiver and release of all claims arising under the ADEA, the consideration that you are receiving pursuant to this Agreement exceeds any payment, benefit or other thing of value to which you would otherwise be entitled, and are just and sufficient consideration for the waivers, releases and commitments set forth herein; and
 - i) No promise or inducement has been offered to you, except as expressly set forth herein, and you are not relying upon any such promise or inducement in entering into this Agreement.

12. Medicare Disclaimer. You acknowledge that you are not a Medicare Beneficiary as of the time you enter into this Agreement. To the extent that you are a Medicare Beneficiary, you agree to contact the undersigned for further instruction.

13. Miscellaneous.

- a) Entire Agreement. This Agreement sets forth the entire agreement between you and the Company and replaces any other oral or written agreement between you and the Company relating to the subject matter of this Agreement, including, without limitation, any prior offer letters and/or employment agreements, except for your continuing obligations to the Company under your Employment Agreement.
- b) Governing Law. This Agreement shall be construed, performed, enforced and in all respects governed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to the principles of conflicts of law thereof. Any disputes under this Agreement shall be resolved pursuant to the arbitration provision in the Employment Agreement.
- c) Severability. Should any provision of this Agreement be held to be void or unenforceable, the remaining provisions shall remain in full force and effect, to be read and construed as if the void or unenforceable provisions were originally deleted.
- d) Amendments. This Agreement may not be modified or amended, except upon the express written consent of both you and the Company.
- e) Waiver. A waiver by either party hereto of a breach of any term or provision of the Agreement shall not be construed as a waiver of any subsequent breach.
- f) Counterparts. This Agreement may be executed electronically and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- g) Effective Date. This Agreement will become effective and enforceable upon the expiration of the seven (7) business day revocation period referred to above (the "Effective Date").

If the above accurately states our agreement, kindly sign below after your Separation Date and return the original Agreement to me by August 31, 2026.

Sincerely,

enGene USA, Inc.

By: /s/ Ronald Cooper

Ronald Cooper
Chief Executive Officer

UNDERSTOOD, AGREED TO AND ACCEPTED WITH THE INTENTION TO BE LEGALLY BOUND:

/s/ Lee Giguere

Lee G. Giguere

Date: 07/16/2026

EXHIBIT A

enGene USA, Inc. (“enGene” or the “Company”) is implementing a reduction in force. The following information is provided in accordance with the federal laws known as the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act and in connection with the Separation Agreement and General Release (the “Agreement”). Capitalized terms used herein shall have the meanings set forth in the Agreement provided to employees who have been selected for termination of employment.

1. **Decisional Unit.** All employees in the Company as of June 15, 2026.
2. **Selection Factors.** Employees in the Decisional Unit were selected for termination of employment in connection with the reduction in force based on an assessment of a combination of the following factors: the current and anticipated business needs of the Company, and employees’ positions, functions, performance, and skill sets.
3. **Applicable Time Limits.** Eligible employees who are forty (40) years or older will have at least forty-five (45) days to review the Agreement and this disclosure notice with an attorney of their choosing, and to accept the Agreement by timely signing and returning it to the Company. Eligible employees will have seven (7) days from the date that they sign the Agreement to revoke their decision by delivering a written notice of revocation in the manner specified in the Agreement. Eligible employees will not receive the payments and/or benefits set forth in the Agreement unless and until the revocation period has expired without exercising their right to revoke.
4. **Selection Information.** The following is a list of the job titles and ages of employees in the Decisional Unit who were selected and not selected for termination of employment, based on an application of the selection factors described above. Ages are calculated as of June 15, 2026.

DECISIONAL UNIT

Job Title	Age	Selected	Not Selected
Analytical Development Analyst	24	X	
Director, Clinical Science	52		X
Senior Director, QC External Technical Services	61		X
Senior Director, Regulatory CMC	58		X
Senior Staff Accountant	29	X	
Senior Medical Science Liaison- East Region	44	X	
Chief Regulatory Officer	52		X
Chief Development Officer	52		X
Senior Manager, Quality Programs & Compliance	37	X	
Human Resources, Operations Specialist	30	X	
Executive Director, Scientific Engagement	64	X	
Senior Director, Assistant General Counsel	41		X

Job Title	Age	Selected	Not Selected
Executive Director, Urology Clinical Lead	49		X
Director, Supplier Quality Assurance	63		X
Senior Vice President, Finance	56	X	
Chief Technology Officer	57		X
Chief Executive Officer	63		X
Executive Director, Scientific Communications	47	X	
Senior Clinical Project Manager	45	X	
VP, Information Technology	59	X	
Chief Financial Officer	52	X	
Principal Specialist, Quality Assurance Operations	40		X
Chief Legal Officer	46	X	
Senior Manager, QC External Technical Services	36		X
Associate Clinical Trial Manager	38		X
Senior Director, Biostatistician	63		X
Executive Director, Investor Relations	39		X
Senior Accounting Manager	40		X
Systems Administrator	31		X
VP, Head of CMC	51	X	
Vice President, Commercial Manufacturing	58		X
Associate Director, QA Operations	51		X
Executive Director, Medical Affairs	45		X
Senior Medical Science Liaison- West Region	48	X	
Associate Director, Quality Systems & GXP Operations	42	X	
Technical Operations, Senior Project Manager	48	X	
Director, Strategy and Business Development	30		X
Senior Director, Corporate Communications	57	X	
Senior Specialist, Quality Assurance Operations	29	X	
Chief Strategy & Operations Officer	41	X	
VP, Head of Quality	58		X
Senior Executive Assistant	59		X
Regulatory Associate II	29	X	
SVP, Human Resources	54	X	
Chief Global Commercialization Officer	49		X
Research Scientist II, CMC	31	X	
Senior Director, Human Resources	41		X

Job Title	Age	Selected	Not Selected
Vice President, Controller	48		X
Senior Scientist, Analytical Development	34	X	
Programmer and Clinical Data Analyst	22		X
Senior Executive Assistant	55	X	
Senior Director, Accounting	35		X
Office Manager, Administrative Assistant	41	X	
Executive Director, Clinical Sciences	46	X	
Director, Regulatory Affairs	37		X
Chief Medical Officer	40		X
Manager, Regulatory Affairs Operations	28		X
VP, Head of Clinical Development Operations	61		X
Financial Analyst	26	X	
Scientist	39		X
Senior Director, Clinical Supply Chain & Logistics	56	X	
Director, Project Management	45	X	
Senior Director, Bioassay Development	58		X
Director IT Operations	48		X
Senior Director, Corporate FP&A	41		X



4868 Rue Levy, Suite 220
Saint-Laurent, QC, Canada H4R 2P1

99 High Street, 26th Floor
Boston, MA 02110
engene.com

Exhibit 10.5

June 15, 2026 (revised as requested on July 13, 2026)

By Email

Alexander Nichols

RE: Separation Agreement & General Release

Dear Alex:

This letter of agreement and general release ("Agreement") confirms our mutual agreement regarding the terms and conditions of your separation from employment with enGene USA, Inc. ("enGene" or the "Company"). You and the Company agree as follows:

1. Separation Date. Your last day of employment with the Company will be July 15, 2026 ("Separation Date"). You will receive your salary at your regular rate of pay through your Separation Date. Your employment and your participation in the Company's employee benefit plans and programs will terminate on your Separation Date.
2. Severance Benefits. Provided that you (i) timely sign this Agreement after your Separation Date and do not revoke it, (ii) return all Company property, (iii) provide all administrative information, including all login controls, regarding all accounts you used or accessed related to your work for the Company, and (iv) otherwise comply with your obligations under this Agreement and your continuing obligations to the Company under Sections 15 and 16 of your Employment Agreement with the Company as amended on October 16, 2024 (the "Employment Agreement"), you shall be entitled to the following:
 - a. Continuation of your Base Salary for a twelve (12) month period (the "Severance Term"), in the total amount of \$513,760, less applicable taxes and withholdings, which amount shall be paid in regular payroll in accordance with the Company's normal payroll practices. Payment will begin within 60 days following the Separation Date, and any installments not paid between the Separation Date and the date of the first payment will be paid with the first payment.
 - b. Subject to your copayment of premium amounts at the applicable active employees' rate and your proper election to receive benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), the Company will pay to the group health plan provider(s) or the COBRA provider a monthly payment equal to the monthly employer contribution that the Company would have made to provide health insurance to you if you had remained employed by the Company until

the earliest of (A) the twelfth (12th) month anniversary of your Separation Date; (B) your eligibility for group health plan benefits under any other employer's group health plan; or (C) the cessation of your continuation rights under COBRA; provided, however, that if the Company reasonably determines that it cannot pay such amounts to the group health plan provider(s) or the COBRA provider (if applicable) without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then the Company shall convert such payments to payroll payments directly to you for the time period specified above (such payments, if to you, shall be subject to tax-related deductions and withholdings and paid on the Company's regular payroll dates).

- c. An amount equal to your Target Annual Bonus as defined in your Employment Agreement, prorated for the portion of the performance period that you were employed in 2026, payable within forty-five (45) days of your Separation Date.
- d. Your time-based equity awards shall accelerate and vest with respect to the number of shares underlying the equity awards that would vest over the Severance Term had you remained employed for such Severance Term and any equity awards that are subject to performance-based vesting shall vest and become exercisable, if at all, subject to the terms of such equity awards.
- e. The post-separation exercise period for certain of your outstanding stock options as set forth below (the "Extended Options") shall be extended until October 15, 2027 (it being understood and agreed that if you exercise, at any time after the third month following your Separation Date, any of such Extended Options that would otherwise qualify as incentive stock options, shall automatically cease to be incentive stock options and shall automatically become and be treated as non-qualified stock options for purposes of United States federal and state income taxes).

Extended Options:

Grant Date	Number of Options	Exercise Price (USD)	Expiry date
February 18, 2023	177,935	\$1.53	February 18, 2033
July 7, 2023	101,924	\$4.25	July 7, 2033

3. Release.

- a) In consideration of the benefits set forth herein, including but not limited to the benefits set forth in Paragraph 2, to the fullest extent permitted by law you waive, release and forever discharge the Company and each of its past and current parents, subsidiaries, affiliates, and each of its and their respective past and current directors, officers,

members, trustees, employees, representatives, agents, attorneys, employee benefit plans and such plans' administrators, fiduciaries, trustees, recordkeepers and service providers, and each of its and their respective successors and assigns, each and all of them in their personal and representative capacities (collectively the "Company Releasees") from any and all claims legally capable of being waived, grievances, injuries, controversies, agreements, covenants, promises, debts, accounts, actions, causes of action, suits, arbitrations, sums of money, attorneys' fees, costs, damages, or any right to any monetary recovery or any other personal relief, whether known or unknown, in law or in equity, by contract, tort, law of trust or pursuant to federal, state or local statute, regulation, ordinance or common law, which you now have, ever have had, or may hereafter have, based upon or arising from any fact or set of facts, whether known or unknown to you, from the beginning of time until the date of execution of this Agreement, including, but not limited to, any arising out of or relating in any way to your employment relationship with the Company or any other Company Releasee, or other associations with the Company or any other Company Releasee, or any termination thereof. For the avoidance of doubt, the "Company Releasees" includes enGene Therapeutics Inc. (formerly known as enGene Holdings Inc.).

- b) Without limiting the generality of the foregoing, this waiver, release, and discharge includes any claim or right, to the extent legally capable of being waived, based upon or arising under any federal, state or local fair employment practices or equal opportunity laws, including, but not limited to, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Rehabilitation Act of 1973, the Worker Adjustment and Retraining Notification Act, 42 U.S.C. Section 1981, Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Employee Retirement Income Security Act ("ERISA") (including, but not limited to, claims for breach of fiduciary duty under ERISA), the Americans With Disabilities Act, the Family and Medical Leave Act of 1993, the Massachusetts Fair Employment Practices Act, the Massachusetts Civil Rights Act, the Massachusetts Equal Rights Act, the Massachusetts Labor and Industries Act, the Massachusetts Earned Sick Time Law, the Massachusetts Right of Privacy Law, the Massachusetts Wage Act (as further explained below), the Massachusetts Paid Family and Medical Leave Act, and the Massachusetts Minimum Fair Wage Law, including all amendments thereto. You also are waiving, releasing and discharging all claims under any federal, state, local, and/or municipal statute, law, amendment, directive, order, and/or regulation enacted in response to the COVID-19 pandemic.
- c) **Massachusetts Wage Act Waiver.** By signing this Agreement, you acknowledge that this waiver includes any claims against the Company Releasees under Mass. Gen. Laws ch. 149, § 148 et seq., – the Massachusetts Wage Act. These claims include, but are not limited to, claims for failure to pay earned wages, failure to pay overtime, failure to pay earned commissions, failure to timely pay wages, failure to pay accrued vacation or holiday pay, failure to furnish appropriate pay stubs, improper wage deductions, and failure to provide proper check-cashing facilities.
- d) **Age Claim Waiver.** In addition to all other claims released under this Agreement, you understand and agree that you are waiving all claims available against the Company Releasees arising out of your employment with the Company or the termination of your employment under the ADEA and OWBPA.

- e) You also agree to waive any right to bring, maintain, or participate in a class action, collective action, or representative action against the Company and/or the Company Releasees to the fullest extent permitted by law. You agree that you may not serve as a representative of a class action, collective action, or representative action, may not participate as a member of a class action, collective action, or representative action, and may not recover any relief from a class action, collective action, or representative action. You further agree that if you are included within a class action, collective action, or representative action, you will take all steps necessary to opt-out of the action or refrain from opting in, as the case may be. You are not waiving any right to challenge the validity of this Paragraph 3(e) on any grounds that may exist in law and equity. However, the Company and the Company Releasees reserve the right to attempt to enforce this Agreement, including this Paragraph 3(e), in any appropriate forum.
- f) Notwithstanding the generality of the foregoing, nothing herein constitutes a release or waiver by you of, or prevents you from making or asserting: (i) any claim or right you may have under COBRA; (ii) any claim or right you may have for unemployment insurance or workers' compensation benefits (other than for retaliation under workers' compensation laws); (iii) any claim to vested benefits under the written terms of a qualified employee pension benefit plan; (iv) any medical claim incurred during your employment that is payable under applicable medical plans or an employer-insured liability plan; (v) any claim or right that may arise after the execution of this Agreement; (vi) any claim or right you may have under this Agreement; (vii) any claim or right to indemnification and any claims or rights under the Indemnification Agreement between you and enGene Therapeutics Inc. (formerly known as enGene Holdings Inc.); (viii) any claim or rights under paragraph 20 of the Employment Agreement; or (ix) any claim that is not otherwise waivable under applicable law. In addition, nothing herein shall prevent you from filing a charge or complaint with the Equal Employment Opportunity Commission ("EEOC") or similar federal or state fair employment practices agency or interfere with your ability to participate in any investigation or proceeding conducted by such agency; provided, however, that pursuant to this Paragraph 3, you are waiving any right to recover monetary damages or any other form of personal relief from the Company Releasees to the extent any such charge, complaint, investigation or proceeding asserts a claim subject to the releases herein.
- g) You acknowledge that you have not made any claims or allegations against any Company Releasee, the factual foundation for which involves sexual harassment or sexual assault or abuse.
- h) Release of Unknown Claims. You understand that the foregoing releases shall be effective as a full and final accord and satisfaction and general release of all claims, whether known or unknown, against the Company Releasees. You are aware that you may hereafter discover claims or facts in addition to or different from those you now know or believe to exist with respect to the subject matter of this Agreement which if you had known now, may have affected your decision to sign this Agreement; however, you hereby settle and release all of the claims which you had, have or may have against the Company and the other Company Releasees including arising out of such additional or different facts.

4. No Additional Entitlements. You agree and represent that you have received all entitlements due from the Company relating to your employment with the Company, including but not limited to, all wages earned, including without limitation all commissions and bonuses, severance, sick pay, vacation pay, overtime pay, and any paid and unpaid personal leave for which you were eligible and entitled, and that no other entitlements are due to you other than as set forth in this Agreement.
5. Return of Property. Before your Separation Date, you will return to the Company all of its property, including, but not limited to, computers, cell phones, files, and documents, including any correspondence or other materials containing trade secrets of the Company, identification cards, credit cards, keys, equipment, software and data, however stored. To the extent you have any Company information or material stored on any PDA, personal computer, personal email, hard drive, thumb drive, cloud or other electronic storage device, you agree to cooperate with the Company in permanently deleting such information from such devices, subject to any Company litigation preservation directive then in effect.
6. Protection of Confidential Information & Goodwill. Except as expressly permitted in Paragraph 8 of this Agreement or if otherwise required by law, you agree that you will not at any time, directly or indirectly, disclose any trade secret, confidential or proprietary information you have learned by reason of your association with the Company. You also agree to comply fully with your continuing obligations to the Company under Sections 15 and 16 of your Employment Agreement, which are hereby incorporated herein by reference. You further that for twelve (12) months following your Separation Date, you will not, without the Board's express written consent, engage (directly or indirectly) in any Competitive Business in the United States or Canada. The term "Competitive Business" means any person, concern or entity which is engaged in or conducts a business substantially the same as the Business of the Company and its Affiliates. The term "Business" means the discovery, research, development and commercialization by the Company of gene therapy treatments currently under active discovery, development or commercialization (generally referred to internally as "Programs" and "Pipeline"), including material external sponsored research agreements. You understand and agree that, given the nature of the business of the Company, the position you held at the Company, and the consideration you are receiving under this Agreement, your covenants in this Agreement and in your Employment Agreement are reasonable and necessary to protect the Company's legitimate business interests.
7. Non-Disparagement. Except as expressly permitted in Paragraph 8 of this Agreement, you will not at any time make any written or oral comments or statements of a defamatory or disparaging nature regarding the Company and/or the other Company Releasees or their personnel and you shall not take any action that would cause the Company and/or the other Company Releasees or their personnel any embarrassment or humiliation or otherwise cause or contribute to their being held in disrepute. The Company agrees to instruct its executive leadership team not to at any time make any written or oral comments or statements of a defamatory or disparaging nature about you.
8. Reports to Government Entities. Nothing in this Agreement restricts or prohibits you or anyone else from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including without

limitation, the EEOC, the Department of Labor, the National Labor Relations Board, the U.S. Department of Justice, the U.S. Securities and Exchange Commission, the Financial Industry Regulatory Authority, the Occupational Safety and Health Administration, the U.S. Congress, any other federal, state, or local government agency or commission, and any agency Inspector General (collectively, the "Regulators"), or from making other disclosures that are protected under the whistleblower provisions of federal, state, or local law or regulation. You do not need the prior authorization of the Company to engage in conduct protected by this Paragraph, and you do not need to notify the Company that you have engaged in such conduct. This Agreement does not limit your right to receive an award from any Regulator that provides awards for providing information relating to a potential violation of the law. However, to the maximum extent permitted by law, you are waiving your right to receive any individual monetary relief from the Company or any other Company Releasee (as defined above in Paragraph 3) resulting from the released claims, regardless of whether you or another party has filed them, and in the event you obtain such monetary relief, the Company will be entitled to an offset for the benefits made pursuant to this Agreement. You recognize and agree that, in connection with any such activity outlined above, you must inform the Regulators, your attorney, a court or a government official that the information you are providing is confidential. Despite the foregoing, you are not permitted to reveal to any third-party, including any governmental, law enforcement, or regulatory authority, information you came to learn during the course of your employment with the Company that is protected from disclosure by any applicable privilege, including but not limited to the attorney-client privilege and/or attorney work product doctrine. The Company does not waive any applicable privileges or the right to continue to protect its privileged attorney-client information, attorney work product, and other privileged information. Please take notice that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation to individuals who disclose a trade secret to their attorney, a court, or a government official in certain, confidential circumstances that are set forth at 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law.

9. Non-Admission. It is understood and agreed that neither the execution of this Agreement nor the terms of this Agreement constitute an admission of liability to you by the Company or the other Company Releasees, and such liability is expressly denied. It is further understood and agreed that no person shall use the Agreement, or the consideration paid pursuant thereto, as evidence of an admission of liability, inasmuch as such liability is expressly denied.
10. Cooperation. You agree that upon the Company's reasonable notice to you and at reasonable times that will not interfere with your professional or personal matters, you shall cooperate with the Company and its counsel (including, if necessary, preparation for and appearance at depositions, hearings, trials or other proceedings) with regard to matters that relate to or arise out of matters you have knowledge about or have been involved with during your employment with the Company. In the event that such cooperation is required, you will be reimbursed for any reasonable travel expenses incurred in connection therewith.
11. Acknowledgments. You hereby acknowledge that:
 - a) The Company hereby advises you of your right to obtain independent legal advice from an attorney of your own choice with respect to this Agreement;

- b) You have obtained independent legal advice from an attorney of your own choice with respect to this Agreement or you have voluntarily chosen not to obtain such advice;
 - c) You freely, voluntarily and knowingly enter into this Agreement after due consideration;
 - d) You have had a minimum of forty-five (45) days to review and consider this Agreement;
 - e) You and the Company agree that changes to the Company's offer contained in this Agreement, whether material or immaterial, will not restart the forty-five (45) day consideration period provided for above;
 - f) You have a right to revoke this Agreement by notifying the undersigned representative in writing, via electronic mail, within seven (7) business days of your execution of this Agreement;
 - g) You have received in Exhibit A certain disclosures regarding the Company's reduction in force, including a listing of the ages and job titles of employees in the decisional unit of the Company which identifies those who have and those who have not been selected for termination of employment and offered consideration for signing a waiver;
 - h) In exchange for your waivers, releases and commitments set forth herein, including your waiver and release of all claims arising under the ADEA, the consideration that you are receiving pursuant to this Agreement exceeds any payment, benefit or other thing of value to which you would otherwise be entitled, and are just and sufficient consideration for the waivers, releases and commitments set forth herein; and
 - i) No promise or inducement has been offered to you, except as expressly set forth herein, and you are not relying upon any such promise or inducement in entering into this Agreement.
12. Medicare Disclaimer. You acknowledge that you are not a Medicare Beneficiary as of the time you enter into this Agreement. To the extent that you are a Medicare Beneficiary, you agree to contact the undersigned for further instruction.
13. Miscellaneous.
- a) Entire Agreement. This Agreement sets forth the entire agreement between you and the Company and replaces any other oral or written agreement between you and the Company relating to the subject matter of this Agreement, including, without limitation, any prior offer letters and/or employment agreements, except for your continuing obligations to the Company under your Employment Agreement.
 - b) Governing Law. This Agreement shall be construed, performed, enforced and in all respects governed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to the principles of conflicts of law thereof. Any disputes under this Agreement shall be resolved pursuant to the arbitration provision in the Employment Agreement.
 - c) Severability. Should any provision of this Agreement be held to be void or unenforceable, the remaining provisions shall remain in full force and effect, to be read and construed as if the void or unenforceable provisions were originally deleted.
 - d) Amendments. This Agreement may not be modified or amended, except upon the express written consent of both you and the Company.
 - e) Waiver. A waiver by either party hereto of a breach of any term or provision of the Agreement shall not be construed as a waiver of any subsequent breach.

- f) Counterparts. This Agreement may be executed electronically and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- g) Effective Date. This Agreement will become effective and enforceable upon the expiration of the seven (7) business day revocation period referred to above (the "Effective Date").

If the above accurately states our agreement, kindly sign below after your Separation Date and return the original Agreement to me by August 31, 2026.

Sincerely,

enGene USA, Inc.

By: /s/ Tara Place

Tara Place

SVP, Human Resources

UNDERSTOOD, AGREED TO AND ACCEPTED WITH THE INTENTION TO BE LEGALLY BOUND:

/s/ Alexander Nichols

Alexander Nichols

Date: July 16, 2026

EXHIBIT A

enGene USA, Inc. (“enGene” or the “Company”) is implementing a reduction in force. The following information is provided in accordance with the federal laws known as the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act and in connection with the Separation Agreement and General Release (the “Agreement”). Capitalized terms used herein shall have the meanings set forth in the Agreement provided to employees who have been selected for termination of employment.

1. **Decisional Unit.** All employees in the Company as of June 15, 2026.
2. **Selection Factors.** Employees in the Decisional Unit were selected for termination of employment in connection with the reduction in force based on an assessment of a combination of the following factors: the current and anticipated business needs of the Company, and employees’ positions, functions, performance, and skill sets.
3. **Applicable Time Limits.** Eligible employees who are forty (40) years or older will have at least forty-five (45) days to review the Agreement and this disclosure notice with an attorney of their choosing, and to accept the Agreement by timely signing and returning it to the Company. Eligible employees will have seven (7) days from the date that they sign the Agreement to revoke their decision by delivering a written notice of revocation in the manner specified in the Agreement. Eligible employees will not receive the payments and/or benefits set forth in the Agreement unless and until the revocation period has expired without exercising their right to revoke.
4. **Selection Information.** The following is a list of the job titles and ages of employees in the Decisional Unit who were selected and not selected for termination of employment, based on an application of the selection factors described above. Ages are calculated as of June 15, 2026.

DECISIONAL UNIT

Job Title	Age	Selected	Not Selected
Analytical Development Analyst	24	X	
Director, Clinical Science	52		X
Senior Director, QC External Technical Services	61		X
Senior Director, Regulatory CMC	58		X
Senior Staff Accountant	29	X	
Senior Medical Science Liaison- East Region	44	X	
Chief Regulatory Officer	52		X
Chief Development Officer	52		X
Senior Manager, Quality Programs & Compliance	37	X	
Human Resources, Operations Specialist	30	X	
Executive Director, Scientific Engagement	64	X	
Senior Director, Assistant General Counsel	41		X
Executive Director, Urology Clinical Lead	49		X
Director, Supplier Quality Assurance	63		X
Senior Vice President, Finance	56	X	
Chief Technology Officer	57		X

Job Title	Age	Selected	Not Selected
Chief Executive Officer	63		X
Executive Director, Scientific Communications	47	X	
Senior Clinical Project Manager	45	X	
VP, Information Technology	59	X	
Chief Financial Officer	52	X	
Principal Specialist, Quality Assurance Operations	40		X
Chief Legal Officer	46	X	
Senior Manager, QC External Technical Services	36		X
Associate Clinical Trial Manager	38		X
Senior Director, Biostatistician	63		X
Executive Director, Investor Relations	39		X
Senior Accounting Manager	40		X
Systems Administrator	31		X
VP, Head of CMC	51	X	
Vice President, Commercial Manufacturing	58		X
Associate Director, QA Operations	51		X
Executive Director, Medical Affairs	45		X
Senior Medical Science Liaison- West Region	48	X	
Associate Director, Quality Systems & GXP Operations	42	X	
Technical Operations, Senior Project Manager	48	X	
Director, Strategy and Business Development	30		X
Senior Director, Corporate Communications	57	X	
Senior Specialist, Quality Assurance Operations	29	X	
Chief Strategy & Operations Officer	41	X	
VP, Head of Quality	58		X
Senior Executive Assistant	59		X
Regulatory Associate II	29	X	
SVP, Human Resources	54	X	
Chief Global Commercialization Officer	49		X
Research Scientist II, CMC	31	X	
Senior Director, Human Resources	41		X
Vice President, Controller	48		X
Senior Scientist, Analytical Development	34	X	
Programmer and Clinical Data Analyst	22		X
Senior Executive Assistant	55	X	
Senior Director, Accounting	35		X
Office Manager, Administrative Assistant	41	X	
Executive Director, Clinical Sciences	46	X	

Job Title	Age	Selected	Not Selected
Director, Regulatory Affairs	37		X
Chief Medical Officer	40		X
Manager, Regulatory Affairs Operations	28		X
VP, Head of Clinical Development Operations	61		X
Financial Analyst	26	X	
Scientist	39		X
Senior Director, Clinical Supply Chain & Logistics	56	X	
Director, Project Management	45	X	
Senior Director, Bioassay Development	58		X
Director IT Operations	48		X
Senior Director, Corporate FP&A	41		X

June 15, 2026 (revised as requested on July 7, 2026)

By Email

Anthony Cheung

RE: Transition Services Agreement & General Release

Dear Anthony:

This letter of agreement and general release ("Agreement") confirms our mutual agreement regarding the terms and conditions of your separation from employment with enGene Inc. ("enGene" or the "Company") and transition to a consultant. You and the Company agree as follows:

1. Separation Date. Your last day of employment with the Company will be September 30, 2026 ("Separation Date"). You will receive your salary at your regular rate of pay through your Separation Date. Your employment and your participation in the Company's employee benefit plans and programs will terminate on your Separation Date.
2. Severance Benefits. Provided that you (i) timely sign this Agreement and do not revoke it, (ii) return all Company property, (iii) provide all administrative information, including all login controls, regarding all accounts you used or accessed related to your work for the Company, and (iv) otherwise comply with your obligations under this Agreement and your continuing obligations to the Company under Section 14 of your Second Amended & Restated Employment Agreement with the Company dated February 27, 2026 (the "Employment Agreement"), you shall be entitled to the following:
 - a. Continuation of your current base salary of USD\$484,380.00 for an eighteen (18) month period (the "Indemnity Term"), less applicable taxes and withholdings, which amount shall be paid in regular payroll in accordance with the Company's normal payroll practices. Payment will begin within 60 days following the Separation Date, and any installments not paid between the Separation Date and the date of the first payment will be paid with the first payment.
 - b. Continued health (including hospitalization, medical, dental, vision etc.) insurance coverage substantially similar in all material respects as the coverage provided to other Company employees for the Indemnity Term; provided that you shall pay the employee portion of such coverage, the period health care continuation coverage shall run concurrently with the Indemnity Term, and notwithstanding the foregoing, the amount of any benefits provided by this subsection (b) shall be eliminated to the extent you become entitled to duplicative benefits by virtue of your subsequent or other employment.

- c. An amount equal to your Target Annual Bonus as defined in your Employment Agreement, prorated for the portion of the performance period that you were employed in 2026, payable within forty-five (45) days of your Separation Date.
 - d. All of your time-based equity awards shall accelerate and vest with respect to the number of shares underlying such equity awards and any equity awards that are subject to performance-based vesting shall vest and become exercisable, if at all, subject to the terms of such equity awards.
 - e. As approved by the Board, the period of time during which you shall be entitled to exercise any options to acquire common shares of the Company that are exercisable, or become exercisable pursuant to Paragraph 2(d) of this Agreement, on the Separation Date shall be extended until 5:00 pm ET on September 30, 2028; provided, that any such extension of the post-termination exercise period shall not extend beyond the term of the applicable option.
3. Consulting Services. From October 1, 2026 to September 30, 2027, unless terminated earlier (the "Transition Services Period"), you will provide consulting services to the Company as follows:
- a. You will provide consulting services ("Services") as requested by the Chief Executive Officer ("CEO") of the Company for one day per week.
 - b. As compensation for the Services, the Company will pay you at the hourly rate of USD\$600 (plus GST/QST, as applicable), to be paid within 30 days of your submission of an invoice to the Company following the end of each month of the Transition Services Period detailing the Services rendered.
 - c. In performing the Services for the Company as a consultant during the Transition Services Period, you will act in the capacity of an independent contractor with respect to the Company and not as an employee of the Company. Without limiting the generality of the foregoing, you are not authorized to bind the Company to any liability or obligation or to represent that you have any such authority. As an independent contractor, you are not eligible to participate in any of the Company's employee benefit plans, group insurance arrangements or similar programs, and you are solely responsible for any tax payments, withholdings, and the like for all compensation for the Services, including, without limitation and as applicable, income taxes, employment insurance premiums, federal or provincial pension plan contributions, workplace safety and insurance or workers' compensation premiums. You agree to indemnify and hold the Company, its directors, officers and employees harmless with respect to any and all taxes, penalties, premiums, or other liabilities or obligations that may arise relating to Services provided by you or payments made to you pursuant to this Agreement. You are directly responsible for all returns and reports required by any governmental body. You agree not to assert in any judicial

or administrative proceeding, application or forum that you are an employee of the Company with respect to the Services.

- d. You agree that all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, made or discovered by you, solely or in collaboration with others, during the Transition Services Period which relate in any manner to the business of the Company that you may be directed to undertake, investigate or experiment with, or which you may become associated with in work, investigation or experimentation in the line of business of the Company in performing the Services hereunder (collectively, "Work Product"), are the sole property of the Company. You further shall assign (or cause to be assigned) and do hereby assign fully to the Company all Work Product and any copyrights, patents, mask work rights or other intellectual property rights relating thereto and waive all moral rights that you may have in such Work Product for the benefit of the Company and its successors, assigns and licensees. You agree to assist the Company, or its designee, at Company's expense, in every proper way to secure Company's rights in the Work Product and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments that Company deems necessary in order to apply for and obtain such rights and in order to assign and convey to Company, its successors, assigns and nominees the sole and exclusive right, title and interest in and to such Work Product, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. You further agree that your obligation to execute or cause to be executed, when it is in your power to do so, any such instrument or papers will continue after the termination of this Agreement.
- e. Either party may terminate the Transition Services Period prior to September 30, 2027, upon giving two (2) weeks prior written notice thereof to the other party. Either party may terminate the Transition Services Period immediately and without prior written notice if the other party is in breach of any material provision of this Agreement. Upon termination of the Transition Services Period, the Company will have no further or other obligations to you, save and except for the continued payment of the severance benefits and continued health benefits outlined in Paragraph 2 of this Agreement. For certainty, you acknowledge and agree that the nature of the Services excludes you from the benefit of any notice, indemnity in lieu of notice or termination compensation under the *Act respecting Labour Standards*, the *Civil Code of Quebec* or otherwise.
- f. The parties may extend the Transition Services Period by mutual written agreement executed by each party before the then-current expiration date.

4. Release.

- a) In consideration of the benefits set forth herein, including but not limited to the benefits set forth in Paragraph 2, to the fullest extent permitted by law you waive, release and

forever discharge the Company and each of its past and current parents, subsidiaries, affiliates, and each of its and their respective past and current directors, officers, members, trustees, employees, representatives, agents, attorneys, employee benefit plans and such plans' administrators, fiduciaries, trustees, recordkeepers and service providers, and each of its and their respective successors and assigns, each and all of them in their personal and representative capacities (collectively the "Company Releasees") from any and all claims legally capable of being waived, grievances, injuries, controversies, agreements, covenants, promises, debts, accounts, actions, causes of action, suits, arbitrations, sums of money, attorneys' fees, costs, damages, or any right to any monetary recovery or any other personal relief, whether known or unknown, in law or in equity, by contract, tort, law of trust or pursuant to federal, state, provincial or local statute, regulation, ordinance, civil law or common law, which you now have, ever have had, or may hereafter have, based upon or arising from any fact or set of facts, whether known or unknown to you, from the beginning of time until the date of execution of this Agreement, including, but not limited to, any arising out of or relating in any way to your employment relationship with the Company or any other Company Releasee, or other associations with the Company or any other Company Releasee, or any termination thereof. For the avoidance of doubt, the "Company Releasees" include enGene Therapeutics Inc. (formerly known as enGene Holdings Inc.) and enGene USA, Inc, save and except for any obligations in virtue of this Agreement

- b) Without limiting the generality of the foregoing, this waiver, release, and discharge includes any claim or right, to the extent legally capable of being waived, based upon or arising under any contractual agreement and any federal, state, provincial or local fair employment practices or equal opportunity laws, including, but not limited to, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Rehabilitation Act of 1973, the Worker Adjustment and Retraining Notification Act, 42 U.S.C. Section 1981, Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Employee Retirement Income Security Act ("ERISA") (including, but not limited to, claims for breach of fiduciary duty under ERISA), the Americans With Disabilities Act, the Family and Medical Leave Act of 1993, the Massachusetts Fair Employment Practices Act, the Massachusetts Civil Rights Act, the Massachusetts Equal Rights Act, the Massachusetts Labor and Industries Act, the Massachusetts Earned Sick Time Law, the Massachusetts Right of Privacy Law, the Massachusetts Wage Act (as further explained below), the Massachusetts Paid Family and Medical Leave Act, and the Massachusetts Minimum Fair Wage Law, the Quebec Act respecting Labour Standards, the Civil Code of Québec and the Quebec Charter of Human Rights and Freedoms, including all amendments thereto. You also are waiving, releasing and discharging all claims under any federal, state, provincial, local, and/or municipal statute, law, amendment, directive, order, and/or regulation enacted in response to the COVID-19 pandemic.
- c) **Massachusetts Wage Act Waiver.** By signing this Agreement, you acknowledge that this waiver includes any claims against the Company Releasees under Mass. Gen. Laws ch. 149, § 148 et seq., – the Massachusetts Wage Act. These claims include, but are not limited to, claims for failure to pay earned wages, failure to pay overtime, failure to pay earned commissions, failure to timely pay wages, failure to pay accrued vacation or holiday pay, failure to furnish appropriate pay stubs, improper wage deductions, and failure to provide proper check-cashing facilities.

- d) **Age Claim Waiver.** In addition to all other claims released under this Agreement, you understand and agree that you are waiving all claims available against the Company Releasees arising out of your employment with the Company or the termination of your employment under the ADEA and OWBPA.
- e) **Quebec Reinstatement Claim Waiver:** You hereby expressly renounce to any rights of employment and/or reinstatement by the Company or any of the other Company Releasees under the Quebec Act respecting Labour Standards or other applicable laws.
- f) You also agree to waive any right to bring, maintain, or participate in a class action, collective action, or representative action against the Company and/or the Company Releasees to the fullest extent permitted by law. You agree that you may not serve as a representative of a class action, collective action, or representative action, may not participate as a member of a class action, collective action, or representative action, and may not recover any relief from a class action, collective action, or representative action. You further agree that if you are included within a class action, collective action, or representative action, you will take all steps necessary to opt-out of the action or refrain from opting in, as the case may be. You are not waiving any right to challenge the validity of this Paragraph 4(f) on any grounds that may exist in law and equity. However, the Company and the Company Releasees reserve the right to attempt to enforce this Agreement, including this Paragraph 4(f), in any appropriate forum.
- g) Notwithstanding the generality of the foregoing, nothing herein constitutes a release or waiver by you of, or prevents you from making or asserting: (i) any claim or right you may have under COBRA; (ii) any claim or right you may have for unemployment insurance or workers' compensation benefits (other than for retaliation under workers' compensation laws); (iii) any claim to vested benefits under the written terms of a qualified employee pension benefit plan; (iv) any medical claim incurred during your employment that is payable under applicable medical plans or an employer-insured liability plan; (v) any claim or right that may arise after the execution of this Agreement; (vi) any claim or right you may have under this Agreement; (vii) any claim or right to indemnification; (viii) any claim or rights under paragraph 20 of the Employment Agreement; or (ix) any claim that is not otherwise waivable under applicable law. In addition, nothing herein shall prevent you from filing a charge or complaint with the Equal Employment Opportunity Commission ("EEOC") or similar federal or state fair employment practices agency or interfere with your ability to participate in any investigation or proceeding conducted by such agency; provided, however, that pursuant to this Paragraph 4, you are waiving any right to recover monetary damages or any other form of personal relief from the Company Releasees to the extent any such charge, complaint, investigation or proceeding asserts a claim subject to the releases herein.
- h) You acknowledge that you have not made any claims or allegations against any Company Releasee, the factual foundation for which involves sexual harassment or sexual assault or abuse.
- i) Release of Unknown Claims. You understand that the foregoing releases shall be effective as a full and final accord and satisfaction and general release of all claims, whether known or unknown, against the Company Releasees. You are aware that you may hereafter discover claims or facts in addition to or different from those you now

know or believe to exist with respect to the subject matter of this Agreement which if you had known now, may have affected your decision to sign this Agreement; however, you hereby settle and release all of the claims which you had, have or may have against the Company and the other Company Releasees including arising out of such additional or different facts.

5. No Additional Entitlements. You agree and represent that you have received all entitlements due from the Company relating to your employment with the Company, including but not limited to, all wages earned, including without limitation all commissions and bonuses, severance, sick pay, vacation pay, overtime pay, and any paid and unpaid personal leave for which you were eligible and entitled, and that no other entitlements are due to you other than as set forth in this Agreement.
6. Return of Property. On or before the end of the Transition Services Period (or earlier if requested by the Company), you will return to the Company all of its property, including, but not limited to, computers, cell phones, files, and documents, including any correspondence or other materials containing trade secrets of the Company, identification cards, credit cards, keys, equipment, software and data, however stored. To the extent you have any Company information or material stored on any PDA, personal computer, personal email, hard drive, thumb drive, cloud or other electronic storage device, you agree to cooperate with the Company in permanently deleting such information from such devices, subject to any Company litigation preservation directive then in effect.
7. Protection of Confidential Information & Goodwill. Except as expressly permitted in Paragraph 9 of this Agreement or if otherwise required by law, you agree that you will not at any time, directly or indirectly, disclose any trade secret, confidential or proprietary information you have learned by reason of your association with the Company. You also agree to comply fully with all obligations to the Company under Section 14 of your Employment Agreement, which are hereby incorporated herein by reference. You further that for twelve (12) months following the last day of your Transition Services Period, you will not, without the express written consent of the Company's board of directors, engage (directly or indirectly) in any Competitive Business in the United States or Canada. The term "Competitive Business" means any person, concern or entity which is engaged in or conducts a business substantially the same as the Business of the Company and its Affiliates. The term "Business" means the discovery, research, development and commercialization by the Company of gene therapy treatments currently under active discovery, development or commercialization (generally referred to internally as "Programs" and "Pipeline"), including material external sponsored research agreements. You understand and agree that, given the nature of the business of the Company, the position you held at the Company, and the consideration you are receiving under this Agreement, your covenants in this Agreement and in your Employment Agreement are reasonable and necessary to protect the Company's legitimate business interests.
8. Non-Disparagement. Except as expressly permitted in Paragraph 9 of this Agreement, you will not at any time make any written or oral comments or statements of a defamatory or disparaging nature regarding the Company and/or the other Company Releasees or their personnel and you shall not take any action that would cause the Company and/or the other Company Releasees or their personnel any embarrassment or humiliation or otherwise cause or contribute to their being held in disrepute. The Company agrees to instruct its executive

leadership team not to at any time make any written or oral comments or statements of a defamatory or disparaging nature about you.

9. Reports to Government Entities. Nothing in this Agreement restricts or prohibits you or anyone else from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including without limitation, the EEOC, the Department of Labor, the National Labor Relations Board, the U.S. Department of Justice, the U.S. Securities and Exchange Commission, the Financial Industry Regulatory Authority, the Occupational Safety and Health Administration, the U.S. Congress, any other federal, state, or local government agency or commission, and any agency Inspector General (collectively, the "Regulators"), or from making other disclosures that are protected under the whistleblower provisions of federal, state, or local law or regulation. You do not need the prior authorization of the Company to engage in conduct protected by this Paragraph, and you do not need to notify the Company that you have engaged in such conduct. This Agreement does not limit your right to receive an award from any Regulator that provides awards for providing information relating to a potential violation of the law. However, to the maximum extent permitted by law, you are waiving your right to receive any individual monetary relief from the Company or any other Company Releasee (as defined above in Paragraph 4) resulting from the released claims, regardless of whether you or another party has filed them, and in the event you obtain such monetary relief, the Company will be entitled to an offset for the benefits made pursuant to this Agreement. You recognize and agree that, in connection with any such activity outlined above, you must inform the Regulators, your attorney, a court or a government official that the information you are providing is confidential. Despite the foregoing, you are not permitted to reveal to any third-party, including any governmental, law enforcement, or regulatory authority, information you came to learn during the course of your employment with the Company that is protected from disclosure by any applicable privilege, including but not limited to the attorney-client privilege and/or attorney work product doctrine. The Company does not waive any applicable privileges or the right to continue to protect its privileged attorney-client information, attorney work product, and other privileged information. Please take notice that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation to individuals who disclose a trade secret to their attorney, a court, or a government official in certain, confidential circumstances that are set forth at 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law.
10. Non-Admission. It is understood and agreed that neither the execution of this Agreement nor the terms of this Agreement constitute an admission of liability to you by the Company or the other Company Releasees, and such liability is expressly denied. It is further understood and agreed that no person shall use the Agreement, or the consideration paid pursuant thereto, as evidence of an admission of liability, inasmuch as such liability is expressly denied.
11. Cooperation. You agree that upon the Company's reasonable notice to you and at reasonable times that will not interfere with your professional or personal matters, you shall cooperate with the Company and its counsel (including, if necessary, preparation for and appearance at depositions, hearings, trials or other proceedings) with regard to matters that relate to or

arise out of matters you have knowledge about or have been involved with during your employment with the Company. In the event that such cooperation is required, you will be reimbursed for any reasonable travel expenses incurred in connection therewith.

12. Acknowledgments. You hereby acknowledge that:

- a) The Company hereby advises you of your right to obtain independent legal advice from an attorney of your own choice with respect to this Agreement;
- b) You have obtained independent legal advice from an attorney of your own choice with respect to this Agreement;
- c) You freely, voluntarily and knowingly enter into this Agreement after due consideration;
- d) You have had a minimum of twenty-one (21) days to review and consider this Agreement;
- e) You and the Company agree that changes to the Company's offer contained in this Agreement, whether material or immaterial, will not restart the twenty-one (21) day consideration period provided for above;
- f) You have a right to revoke this Agreement by notifying the undersigned representative in writing, via electronic mail, within seven (7) business days of your execution of this Agreement;
- g) In exchange for your waivers, releases and commitments set forth herein, including your waiver and release of all claims arising under the ADEA, the consideration that you are receiving pursuant to this Agreement exceeds any payment, benefit or other thing of value to which you would otherwise be entitled, and are just and sufficient consideration for the waivers, releases and commitments set forth herein;
- h) No promise or inducement has been offered to you, except as expressly set forth herein, and you are not relying upon any such promise or inducement in entering into this Agreement; and
- i) This Agreement constitutes a transaction pursuant to articles 2631 and following of the *Civil Code of Québec*.

13. Medicare Disclaimer. You acknowledge that you are not a Medicare Beneficiary as of the time you enter into this Agreement. To the extent that you are a Medicare Beneficiary, you agree to contact the undersigned for further instruction.

14. Miscellaneous.

- a) Entire Agreement. This Agreement sets forth the entire agreement between you and the Company and replaces any other oral or written agreement between you and the Company relating to the subject matter of this Agreement, including, without limitation, any prior offer letters and/or employment agreements, except for your continuing obligations to the Company under your Employment Agreement.
- b) Governing Law. This Agreement shall be construed, performed, enforced and in all respects governed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.
- c) Severability. Should any provision of this Agreement be held to be void or unenforceable, the remaining provisions shall remain in full force and effect, to be read and construed as if the void or unenforceable provisions were originally deleted.

- d) Amendments. This Agreement may not be modified or amended, except upon the express written consent of both you and the Company.
- e) Waiver. A waiver by either party hereto of a breach of any term or provision of the Agreement shall not be construed as a waiver of any subsequent breach.
- f) Counterparts. This Agreement may be executed electronically and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- g) Effective Date. This Agreement will become effective and enforceable upon the expiration of the seven business (7) day revocation period referred to above (the "Effective Date").
- h) Language. You acknowledge that the provisions of this Agreement have been freely negotiated and that you have expressly required that it be drafted in English/*Vous reconnaissez que les dispositions du présent contrat ont été librement négociées et que vous avez expressément requis que celui-ci soit rédigé en langue anglaise.*

If the above accurately states our agreement, kindly sign below after your Separation Date and return the original Agreement to me.

Sincerely,

enGene Inc.

By: /s/ Lee Giguere
Lee G. Giguere
Chief Legal Officer

UNDERSTOOD, AGREED TO AND ACCEPTED WITH THE INTENTION TO BE LEGALLY BOUND:

/s/ Anthony Cheung
Anthony Cheung
Date: July 8th, 2026

FORM OF RETENTION BONUS AGREEMENT

THIS RETENTION BONUS AGREEMENT (the “Agreement”), entered into by and between enGene USA, Inc. (“the Company”) and [NAME] (the “Employee”), shall be effective _____, 2026.

WHEREAS, the Company has determined that it is appropriate to award a retention bonus to the Employee whose continued service is particularly important to the success of the Company.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1.Eligibility for Retention Bonus. Subject to the terms of this Agreement, the Employee shall be eligible to receive a retention bonus, if the Employee remains an employee of the Company in Good Standing through the applicable payment dates provided below. For purposes of this Agreement, the Employee will be considered to be in “Good Standing” on a given date if, on the applicable date, the Employee is employed by, or providing service to, the Company, has not tendered oral or written notice of intent to resign or retire effective as of a date on or before the given date, has not behaved in a manner that would be grounds for discharge for “Cause” (as defined in the Employee’s employment agreement with the Company), and is in compliance with the terms, provisions and restrictions set forth in this Agreement and all other contractual obligations to the Company.

2.Retention Bonus. Subject to the terms of this Agreement, the Employee is eligible to receive a retention bonus in an amount up to \$150,000 (the “Bonus Amount”), payable as follows, less applicable withholdings. For this purpose, a “Qualifying Termination” means termination of the Employee’s employment by the Company without Cause.

- a. \$50,000 on the Company’s first administratively feasible payroll date following (but no later than thirty days following) the earlier of (i) the completion of the pre-Biologics License Application (“pre-BLA”) meeting with U.S. Food and Drug Administration (“FDA”) with respect to detalimogene (provided that such pre-BLA meeting takes place no later than December 31, 2026) and (ii) a Qualifying Termination at any time prior to December 31, 2026, and
- b. \$100,000 on the Company’s first administratively feasible payroll date following (but no later than thirty days following) the earlier of (i) the date on which the Company receives confirmation from the FDA that the Company’s filing of the BLA with the FDA with respect to detalimogene has been completed and accepted by the FDA (provided that such confirmation is received by the Company from the FDA no later than September 30, 2027) and (ii) a Qualifying Termination at any time prior to September 30, 2027.

Notwithstanding the foregoing, (i) in the event that the Board of Directors of enGene Therapeutics, Inc. (the “Board”) determines on or about July 15, 2026 that the Company should not proceed with a pre-BLA meeting with the FDA with respect to detalimogene, then the Employee shall not

be entitled to receive any portion of the Bonus Amount, and (ii) in the event that the Board determines on or about July 15, 2026 that the Company should proceed with a pre-BLA meeting with the FDA with respect to detalimogene but subsequently at any time thereafter either the Company or the Board determines that the Company should not hold or participate in such pre-BLA meeting with the FDA, then, in lieu of the Bonus Amount, the Employee shall be entitled to receive a cash retention bonus in the amount of \$100,000 (the “Alternate Bonus Amount”) on the Company’s first administratively feasible payroll date following (but no later than thirty days following) the date on which the Company or the Board determines not to hold or participate in such pre-BLA meeting with the FDA.

If the Employee’s employment with the Company terminates for any reason other than a Qualifying Termination, the Employee shall not be entitled to any payment under this Agreement following such termination of employment, and upon such termination of employment, the Employee will cease to have any rights under this Agreement.

For the avoidance of doubt, if the Company does not meet the milestone in Section 2(a)(i) but does meet the milestone in Section 2(b)(i), and a Qualifying Termination does not occur prior to December 31, 2026, the Employee may be eligible for the payment set forth in Section 2(b), subject to the other terms of this Agreement, but shall not be eligible for the payment set forth in Section 2(a).

3.Tax Withholding. All payments under this Agreement will be made subject to applicable federal, state, and local tax withholding.

4.No Employment Rights. Nothing about this Agreement shall change the Employee’s at-will status with the Company. This Agreement does not give the Employee any right to continued employment with the Company or interfere with the Company’s right to terminate the Employee’s employment in its discretion at any time and for any reason.

5.Section 409A. This Agreement is intended to comply with the requirements of section 409A of the Internal Revenue Code of 1986, as amended, or an exemption (specifically, the short-term deferral exemption of section 409A), and shall in all respects be administered in accordance with such intention. Distributions may only be made under the Agreement upon an event and in a manner permitted by section 409A or an exemption. All payments to be made upon a termination of employment under this Agreement may only be made upon a “separation from service” under section 409A. In no event may the Employee, directly or indirectly, designate the calendar year of a payment, and if a payment that is subject to execution of the release could be made in more than one taxable year, based on timing of the execution of the release, payment shall be made in the later year.

6.Entire Agreement; Construction. This agreement constitutes the entire agreement of the parties with regard to the subject matter hereof and terminates and supersedes any and all prior agreements, understandings and representations, whether written or oral, by or between the parties hereto or their affiliates which may have related to the subject matter hereof in any way, including, without limitation, any other retention bonus agreement, which is hereby terminated and cancelled and of no further force or effect, without the payment of any additional consideration by or to either of the parties hereto. The headings in this Agreement are intended solely for the

convenience of reference and should be given no effect in the construction or interpretation of this Agreement.

7. Termination and Amendment. This Agreement shall terminate immediately on the earliest of the following: (a) the date the Bonus Amount is paid, (b) the date the Alternate Bonus Amount is paid, (c) the date (if on or about July 15, 2026) the Board determines not proceed with a pre-BLA meeting with the FDA with respect to detalimogene, (d) the date a termination of employment or resignation event occurs pursuant to Section 2 that results in no further payments becoming due and payable, and (e) September 30, 2027. This Agreement may be amended only by written agreement signed by an authorized representative of each party.

8. Governing Law. This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Massachusetts without giving effect to any conflict of laws provisions.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Agreement as of the date first above written.

enGene USA, Inc.

By:
Name:
Title:

[Name of Employee]

**ENGINE HOLDINGS INC.
AMENDED AND RESTATED 2023 EQUITY INCENTIVE PLAN
NONQUALIFIED STOCK OPTION GRANT AGREEMENT**

This NONQUALIFIED STOCK OPTION GRANT AGREEMENT (the “Agreement”), dated as of [●] (the “Date of Grant”), is delivered by enGene Therapeutics Inc., a company organized under the laws of British Columbia, Canada and formerly known as enGene Holdings Inc. (the “Company”), to [●] (the “Participant”).

RECITALS

The enGene Holdings Inc. Amended and Restated 2023 Equity Incentive Plan (the “Plan”) provides for the grant of stock options to purchase common shares of the Company (“Company Shares”). The Committee has decided to make this nonqualified stock option grant as an inducement for the Participant to promote the best interests of the Company and its shareholders. This Agreement is made pursuant to the Plan and is subject in its entirety to all applicable provisions of the Plan. Capitalized terms used herein and not otherwise defined will have the meanings set forth in the Plan.

1. **Grant of Option.** Subject to the terms and conditions set forth in this Agreement and in the Plan, the Company hereby grants to the Participant a nonqualified stock option (the “Option”) to purchase [●] Company Shares (each a “Share”, and together the “Shares”) at an Exercise Price of \$[●] per Share. The Option shall become exercisable according to Section 2 below.
2. **Exercisability of Option.**

(a) Subject to the terms of this Section 2, the Option shall become vested upon the following dates (each a “Vesting Date”), provided that the Participant continues to be employed by, or provide service to, the Employer from the Date of Grant until the applicable Vesting Date.

VESTING DATE	VESTING AMOUNT
BLA Filing Confirmation Date	50% of Company Shares underlying Option
FDA Approval Date	50% of Company Shares underlying Option

For purposes of the foregoing:

- (i) the “BLA Filing Confirmation Date” is the date on which the Company receives confirmation from the Food and Drug Administration (“FDA”) that the Company’s filing of a Biologics License Application (“BLA”) with the FDA with respect to detalimogene has been completed and accepted by the FDA, provided that such confirmation is received by the Company from the FDA no later than September 30, 2027; and

(ii) the “FDA Approval Date” is the date on which the Company receives regulatory approval from the FDA with respect to detalimogene (the “Regulatory Approval”), provided that the Regulatory Approval is received no later than December 31, 2028.

For the avoidance of doubt, if the BLA Filing Confirmation Date or the FDA Approval Date does not occur by the calendar date specified above, the portion of the Option that would otherwise become vested upon such Vesting Date shall automatically terminate and shall be forfeited as of the applicable calendar date specified above.

(b) The vesting and exercisability of the Option is cumulative, but shall not exceed 100% of the Shares subject to the Option. If the terms set forth in Section 2(a) would produce fractional Shares, the number of Shares for which the Option becomes vested and exercisable shall be rounded down to the nearest whole Share and the fractional Shares will be accumulated so that the resulting whole Shares will be included in the number of Shares for which the Option becomes vested and exercisable on the last Vesting Date.

(c) In the event of a Change of Control before the Option is fully vested and exercisable, the provisions of the Plan applicable to a Change of Control shall apply to the Option, and, in the event of a Change of Control, the Committee may take such actions with respect to the vesting and exercisability of the Option as it deems appropriate pursuant to the Plan.

3. Term of Option.

(a) The Option shall have a term of ten years from the Date of Grant and shall terminate at the expiration of that period, unless it is terminated at an earlier date pursuant to the provisions of this Agreement or the Plan. Notwithstanding the foregoing, in the event that on the last business day of the term of the Option, the exercise of the Option is prohibited by applicable law, including a prohibition on purchases or sales of Company Shares under the Company’s insider trading policy, the term of the Option shall be extended for a period of 30 days following the end of the legal prohibition, unless the Committee determines otherwise.

(b) The Option shall automatically terminate upon the happening of the first of the following events:

(i) The expiration of the 90-day period after the Participant ceases to be employed by, or provide service to, the Employer, if the termination is for any reason other than Disability, death or Cause.

(ii) The expiration of the one-year period after the Participant ceases to be employed by, or provide service to, the Employer on account of the Participant’s Disability.

(iii) The expiration of the one-year period after the Participant ceases to be employed by, or provide service to, the Employer, if the Participant dies while employed by, or providing service to, the Employer or the Participant dies within 90 days after the Participant ceases to be so employed or to provide services to the Employer for any reason other than Disability, death or Cause.

(iv) The date on which the Participant ceases to be employed by, or provide service to, the Company for Cause. In addition, notwithstanding the prior provisions of this Section 3, if the Participant engages in conduct that constitutes Cause after the Participant's employment or service terminates, the Option shall immediately terminate, and the Participant shall automatically forfeit all Shares underlying any exercised portion of the Option for which the Company has not yet delivered the Share certificates, upon refund by the Company of the Exercise Price paid by the Participant for such Shares.

Notwithstanding the foregoing, in no event may the Option be exercised after the date that is immediately before the tenth anniversary of the Date of Grant, except as provided under Section 3(a) above. Any portion of the Option that is not exercisable at the time the Participant ceases to be employed by, or provide service to, the Employer shall immediately terminate.

4. Exercise Procedures.

(a) Subject to the provisions of Sections 2 and 3 above, the Participant may exercise part or all of the exercisable Option by giving the Company or its delegate written notice of intent to exercise, specifying the number of Company Shares as to which the Option is to be exercised and such other information as the Company or its delegate may require.

(b) At such time as the Committee shall determine, the Participant shall pay the Exercise Price (i) in cash, (ii) unless the Committee determines otherwise, by delivering Company Shares owned by the Participant, which shall be valued at their Fair Market Value on the date of exercise, or by attestation (in accordance with procedures prescribed by the Company) to ownership of Company Shares having a Fair Market Value on the date of exercise at least equal to the Exercise Price, (iii) by payment through a broker in accordance with procedures permitted by Regulation T of the Federal Reserve Board, (iv) if permitted by the Committee, by withholding Company Shares subject to the exercisable Option, which have a Fair Market Value on the date of exercise equal to the Exercise Price, or (v) by such other method as the Committee may approve, to the extent permitted by applicable law. Company Shares used to exercise an Option shall have been held by the Participant for the requisite period of time necessary to avoid adverse accounting consequences to the Company with respect to the Option. The Committee may impose from time to time such limitations as it deems appropriate on the use of Company Shares to exercise the Option.

(c) The obligation of the Company to deliver Shares upon exercise of the Option shall be subject to all applicable laws, rules, and regulations and such approvals by governmental agencies as may be deemed appropriate by the Committee, including such actions as Company counsel shall deem necessary or appropriate to comply with relevant securities laws and regulations.

(d) All obligations of the Company under this Agreement shall be subject to the rights of the Employer as set forth in the Plan to withhold amounts required to be withheld for any taxes, if applicable. The Participant may be required to pay to the Employer, or make other arrangements satisfactory to the Employer to provide for the payment of, any federal, state, local or other taxes that the Employer is required to withhold with respect to the Option. At such time as the Committee may determine, the Participant may elect to satisfy any tax withholding obligation of

the Employer with respect to the Option by having Shares withheld to satisfy the applicable withholding tax rate for FICA, federal, state, local and other tax liabilities.

(e) Upon exercise of the Option (or portion thereof), the Option (or portion thereof) will terminate and cease to be outstanding.

5. Restrictions on Exercise. Except as the Committee may otherwise permit pursuant to the Plan, only the Participant may exercise the Option during the Participant's lifetime and, after the Participant's death, the Option shall be exercisable (subject to the limitations specified in the Plan) solely by the legal representatives of the Participant, or by the person who acquires the right to exercise the Option by will or by the laws of descent and distribution, to the extent that the Option is exercisable pursuant to this Agreement.

6. Grant Subject to Plan Provisions. This grant is made pursuant to the Plan, the terms of which are incorporated herein by reference, and in all respects shall be interpreted in accordance with the Plan. The grant and exercise of the Option are subject to the provisions of the Plan and to interpretations, regulations and determinations concerning the Plan established from time to time by the Committee in accordance with the provisions of the Plan, including, but not limited to, provisions pertaining to (a) rights and obligations with respect to withholding taxes, (b) the registration, qualification or listing of the Shares, (c) changes in capitalization of the Company and (d) other requirements of applicable law. The Committee shall have the authority to interpret and construe the Option pursuant to the terms of the Plan, and its decisions shall be conclusive as to any questions arising hereunder.

7. No Employment or Other Rights. The grant of the Option shall not confer upon the Participant any right to be retained by or in the employ or service of the Employer and shall not interfere in any way with the right of the Employer to terminate the Participant's employment or service at any time. The right of the Employer to terminate at will the Participant's employment or service at any time for any reason is specifically reserved.

8. No Shareholder Rights. Neither the Participant, nor any person entitled to exercise the Participant's rights in the event of the Participant's death, shall have any of the rights and privileges of a shareholder with respect to the Shares subject to the Option, until certificates for Shares have been issued upon the exercise of the Option.

9. Assignment and Transfers. Except as the Committee may otherwise permit pursuant to the Plan, the rights and interests of the Participant under this Agreement may not be sold, assigned, encumbered or otherwise transferred except, in the event of the death of the Participant, by will or by the laws of descent and distribution. In the event of any attempt by the Participant to alienate, assign, pledge, hypothecate, or otherwise dispose of the Option or any right hereunder, except as provided for in this Agreement, or in the event of the levy or any attachment, execution or similar process upon the rights or interests hereby conferred, the Company may terminate the Option by notice to the Participant, and the Option and all rights hereunder shall thereupon become null and void. The rights and protections of the Company hereunder shall extend to any successors or assigns of the Company and to the Company's parents, subsidiaries, and affiliates. This Agreement may be assigned by the Company without the Participant's consent.

10. Applicable Law. The validity, construction, interpretation and effect of this Agreement shall be governed by and construed in accordance with the laws of British Columbia, Canada, without giving effect to the conflicts of laws provisions thereof.

11. Notice. Any notice to the Company provided for in this instrument shall be addressed to the Company in care of the Legal Department and any notice to the Participant shall be addressed to such Participant at the current address shown on the payroll of the Company. Any notice shall be delivered by hand or enclosed in a properly sealed envelope addressed as stated above, registered and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service or by the postal authority of the country in which the Participant resides or to an internationally recognized expedited mail courier.

12. Recoupment Policy. The Participant agrees that, subject to the requirements of applicable law, the Option, and the right to receive and retain any Company Share or cash payments covered by this Agreement, shall be subject to rescission, cancellation or recoupment, in whole or part, if and to the extent so provided under the Dodd-Frank Recoupment Policy and any other “clawback” or similar policy of the Company in effect on the Date of Grant (as applicable, the “Company Clawback Policy”). Further, to the extent permitted by applicable law, including without limitation Section 409A of the Code, this Agreement and all Options, cash or other value provided pursuant to this Agreement are subject to offset in the event that the Participant has an outstanding clawback, recoupment or forfeiture obligation to the Company under the terms of any applicable Company Clawback Policy. In the event of a clawback, recoupment or forfeiture event under an applicable Company Clawback Policy, the amount required to be clawed back, recouped or forfeited pursuant to such policy shall be deemed not to have been earned under the terms of this Agreement until such time as the Company Clawback Policy is no longer applicable.

13. Entire Agreement. This Agreement contains the entire understanding between the Company and Participant with respect to the matter set forth herein, and shall supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused an officer to execute this Agreement, and the Participant has executed this Agreement, effective as of the Date of Grant.

ENGINE THERAPEUTICS INC.

Name:

Title:

I hereby accept the Option described in this Agreement, and I agree to be bound by the terms of the Plan and this Agreement. I hereby further agree that all decisions and determinations of the Committee shall be final and binding.

Participant: _

Date: _

CANADIAN APPENDIX

Notwithstanding any other term of this Agreement, the following modifications to the Agreement apply to any Participant employed by the Employer in Canada.

1. Termination Date

For purposes of sections 2 and 3 of the Agreement, the Participant will be deemed to have ceased to provide services to the Employer on the date on which notice of termination is provided to the Participant or the Employer, as applicable, and for greater certainty shall, subject to applicable legislation, exclude any other period of non-working notice of termination or any period for which pay in lieu of notice, severance pay or any other monies in relation to the cessation of employment are paid or otherwise required by applicable law, regardless of whether the termination is with or without cause or with or without notice.

2. No Employment or Other Rights

Section 7 of this Agreement shall be read without reference to its final sentence.

**ENGINE HOLDINGS INC.
AMENDED AND RESTATED 2023 EQUITY INCENTIVE PLAN
RESTRICTED SHARE UNIT AGREEMENT**

This RESTRICTED SHARE UNIT AGREEMENT (the “Agreement”), dated as of [●] (the “Date of Grant”), is delivered by enGene Therapeutics Inc., a company organized under the laws of British Columbia, Canada and formerly known as enGene Holdings Inc. (the “Company”), to [●] (the “Participant”).

RECITALS

The enGene Holdings Inc. Amended and Restated 2023 Equity Incentive Plan (the “Plan”) provides for the grant of restricted Share Units in accordance with the terms and conditions of the Plan. The Committee has decided to make this grant of restricted Share Units as an inducement for the Participant to promote the best interests of the Company and its shareholders in the future. This grant of restricted Share Units solely relates to the Participant’s services to the Company during the period described in Section 3 and does not provide any compensation to the Participant for any services rendered by the Participant prior to the Date of Grant, nor shall this Agreement be interpreted in such a way. This Agreement is made pursuant to the Plan and is subject in its entirety to all applicable provisions of the Plan. Capitalized terms used herein and not otherwise defined will have the meanings set forth in the Plan. If the Participant provides services to a subsidiary of the Company, any references in this Agreement to the Company shall be deemed to also refer to such subsidiary where applicable.

1. Grant of Share Units. Subject to the terms and conditions set forth in this Agreement and in the Plan, the Company hereby grants the Participant [●] restricted Share Units, subject to the restrictions set forth below and in the Plan (the “Share Units”). Each Share Unit represents the right of the Participant to receive a common share of the Company (“Company Shares”), an amount of cash based on the value of a share of Company Shares, or any combination of the foregoing, as determined by the Committee, if and when the specified conditions are met in Section 3 below, and on the applicable payment date set forth in Section 5 below.

2. Share Unit Account. Share Units represent hypothetical Company Shares, and not actual shares. The Company shall establish and maintain a Share Unit account, as a bookkeeping account on its records, for the Participant and shall record in such account the number of Share Units granted to the Participant. No Company Shares shall be issued to the Participant at the time the grant is made, and the Participant shall not be, and shall not have any of the rights or privileges of, a shareholder of the Company with respect to any Share Units recorded in the Share Unit account. The Participant shall not have any interest in any fund or specific assets of the Company by reason of this award or the Share Unit account established for the Participant.

3. Vesting.

(a) Subject to the terms of this Section 3, the Share Units shall become vested upon the following dates (each, a “Vesting Date”), provided that the Participant continues to be employed by, or provide service to, the Employer from the Date of Grant until the applicable Vesting Date:

Vesting Date
BLA Filing Confirmation Date
FDA Approval Date

Number of Vested Share Units
50% of Company Shares underlying Share Units
50% of Company Shares underlying Share Units

For purposes of the foregoing:

(i) the “BLA Filing Confirmation Date” is the date on which the Company receives confirmation from the Food and Drug Administration (“FDA”) that the Company’s filing of a Biologics License Application (“BLA”) with the FDA with respect to detalimogene has been completed and accepted by the FDA, provided that such confirmation is received by the Company from the FDA no later than September 30, 2027; and

(ii) the “FDA Approval Date” is the date on which the Company receives regulatory approval from the FDA with respect to detalimogene (the “Regulatory Approval”), provided that the Regulatory Approval is received no later than December 31, 2028.

For the avoidance of doubt, if the BLA Filing Confirmation Date or the FDA Approval Date does not occur by the calendar date specified above, the portion of the Share Units that would otherwise become vested upon such Vesting Date shall automatically terminate and shall be forfeited as of the applicable calendar date specified above.

(b) The vesting of the Share Units shall be cumulative, but shall not exceed 100% of the Share Units. If the foregoing schedule would produce fractional Share Units, the number of Share Units that vest shall be rounded down to the nearest whole Share Unit and the fractional Share Units will be accumulated so that the resulting whole Share Units will be included in the number of Share Units that become vested on the last Vesting Date.

(c) In the event of a Change of Control before all of the Share Units vest in accordance with Section 3(a) above, the provisions of the Plan applicable to a Change of Control shall apply to the Share Units, and, in the event of a Change of Control, the Committee may take such actions with respect to the vesting of the Share Units as it deems appropriate pursuant to the Plan.

4. Termination of Share Units. If the Participant ceases to be employed by, or provide service to, the Employer for any reason before all of the Share Units vest, any unvested Share Units shall automatically terminate and shall be forfeited as of the date of the Participant’s termination of employment or service. No payment shall be made with respect to any unvested Share Units that terminate as described in this Section 4.

5. Payment of Share Units and Tax Withholding.

(a) Subject to applicable tax withholding obligations and the provisions of the next sentence, if and when the Share Units vest, the Company shall issue to the Participant one Company Share for each vested Share Unit; provided, however, that, the Committee may determine, in its sole and absolute discretion, at any time in accordance with the terms of the Plan that the Company, in lieu of issuing to the Participant one Company Share for each vested Share

Unit, shall instead (i) make a cash payment to the Participant in an amount equal to the value of a Company Share for each vested Share Unit, or (ii) issue to Participant a portion of a Company Share for each vested Share Unit and make a cash payment to Participant in an amount equal to the value of the portion of a Company Shares not issued to Participant for each vested Share Unit. Subject to Sections 5(b), 5(c) and 13 below, the applicable number of Company Shares, if any, shall be issued to the Participant pursuant to this Agreement and/or the applicable cash payment amount, if any, shall be made to Participant, as the case may be, within 15 days after the applicable Vesting Date; provided, however, that the Company shall not be required to issue to Participant any Company Share pursuant to the foregoing provisions of this Section 5(a) with respect to any vested Share Unit on any date that the Committee, in its sole discretion, determines Participant is subject to any limitation or restriction (including, without limitation, (1) any limitation or restriction under the Company's insider trading policy as then in effect and (2) any limitation or restriction imposed by securities laws or other laws, including Rule 144 promulgated under the United States Securities Act of 1933, as amended, and Section 16(b) of the United States Securities Exchange Act of 1934, as amended) that does not permit Participant to offer to sell or sell on the public market on such date all of the Company Shares that otherwise would be issued to Participant on such date pursuant to this Section 5(a). Notwithstanding anything express or implied in the foregoing provisions of this Section 5(a) to the contrary, in no event shall any Company Share (or portion thereof) be issued or cash payment be made pursuant to any of the foregoing provisions of this Section 5(a) in respect of any vested Share Unit later than the fifteenth day of the third calendar month immediately following the calendar year in which the Vesting Date applicable to such vested Share Unit occurs, and in no event shall Participant be permitted, directly or indirectly, to designate the calendar year of payment or issuance pursuant to this Section 5(a). Any Company Share (or portion thereof) issued or cash payment made pursuant to the foregoing provisions of this Section 5(a) in respect of any vested Share Unit shall be in full settlement thereof.

(b) All obligations of the Employer under this Agreement shall be subject to the rights of the Company as set forth in the Plan to withhold amounts required to be withheld for any taxes, if applicable. At the time of issuance of any Company Shares in accordance with Section 5(a) above, or at any earlier time as the Committee may determine in its discretion under the Plan, the number of Company Shares otherwise issuable to the Participant in accordance with Section 5(a) above shall be reduced by a number of Company Shares with a Fair Market Value (measured as of the Vesting Date) equal to an amount of the FICA, federal income, state, local and other tax liabilities required by law to be withheld with respect to the number of Company Shares that would be issuable pursuant to Section 5(a) if such reduction were not applicable. To the extent not withheld in accordance with the immediately preceding sentence, the Participant shall be required to pay to the Employer, or make other arrangements satisfactory to the Employer to provide for the payment of, any federal, state, local or other taxes that the Employer is required to withhold with respect to the Share Units.

(c) At such time as the Participant is not aware of any Material Information (as defined in the Company's Insider Trading Policy), the Participant shall execute the instructions set forth in Schedule A attached hereto (the "Automatic Sale Instructions") as the means of satisfying such tax obligation, which instructions will become binding obligations on the Participant and the Company.

(d) The obligation of the Company to deliver Company Shares pursuant to this Agreement shall also be subject to the condition that if at any time the Committee shall determine in its discretion that the listing, registration or qualification of the shares upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory body is necessary or desirable as a condition of, or in connection with, the issuance of shares, the shares may not be issued in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee. The issuance of shares, if any, to the Participant pursuant to this Agreement is subject to any applicable taxes and other laws or regulations of the United States or of any state, municipality or other country having jurisdiction thereof.

6. No Shareholder Rights; Dividend Equivalents. Neither the Participant, nor any person entitled to receive any issuance of Company Shares under this Agreement in the event of the Participant's death, shall have any of the rights and privileges of a shareholder with respect to such Company Shares, including voting or dividend rights, until such Company Shares have been issued pursuant to, and in accordance with, this Agreement. The Participant acknowledges that no election under Section 83(b) of the Code is available with respect to Share Units. Notwithstanding the foregoing, the Committee may grant to the Participant Dividend Equivalents on the Company Shares underlying the Share Units prior to the Vesting Date, which shall be credited to the Share Unit account for the Participant and will be paid or distributed in accordance with this Agreement and the Plan.

7. Grant Subject to Plan Provisions. This grant is made pursuant to the Plan, the terms of which are incorporated herein by reference, and in all respects shall be interpreted in accordance with the Plan. The grant and payment of the Share Units are subject to the provisions of the Plan and to interpretations, regulations and determinations concerning the Plan established from time to time by the Committee in accordance with the provisions of the Plan, including, but not limited to, provisions pertaining to (a) rights and obligations with respect to withholding taxes, (b) the registration, qualification or listing of Company Shares, (c) changes in capitalization of the Company and (d) other requirements of applicable law. The Committee shall have the authority to interpret and construe the Share Units pursuant to the terms of the Plan, and its decisions shall be conclusive as to any questions arising hereunder.

8. No Employment or Other Rights. The grant of the Share Units shall not confer upon the Participant any right to be retained by or in the employ or service of the Employer and shall not interfere in any way with the right of the Employer to terminate the Participant's employment or service at any time. The right of the Employer to terminate at will the Participant's employment or service at any time for any reason is specifically reserved.

9. Assignment and Transfers. Except as the Committee may otherwise permit pursuant to the Plan, the rights and interests of the Participant under this Agreement may not be sold, assigned, encumbered or otherwise transferred except, in the event of the death of the Participant, by will or by the laws of descent and distribution. In the event of any attempt by the Participant to alienate, assign, pledge, hypothecate, or otherwise dispose of the Share Units or any right hereunder, except as provided for in this Agreement, or in the event of the levy or any attachment, execution or similar process upon the rights or interests hereby conferred, the Company may terminate the Share Units by notice to the Participant, and the Share Units and all rights hereunder shall thereupon

become null and void. The rights and protections of the Company hereunder shall extend to any successors or assigns of the Company and to the Company's parents, subsidiaries, and affiliates. This Agreement may be assigned by the Company without the Participant's consent.

10. Applicable Law. The validity, construction, interpretation and effect of this Agreement shall be governed by and construed in accordance with the laws of British Columbia, Canada, without giving effect to the conflicts of laws provisions thereof.

11. Notice. Any notice to the Company provided for in this instrument shall be addressed to the Company in care of the Chief Legal Officer at the corporate headquarters of the Company, and any notice to the Participant shall be addressed to such Participant at the current address shown on the payroll of the Company. Any notice shall be delivered by hand, or enclosed in a properly sealed envelope addressed as stated above, registered and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service or by the postal authority of the country in which the Participant resides or to an internationally recognized expedited mail courier.

12. Recoupment Policy. The Participant agrees that, subject to the requirements of applicable law, the Share Units, and the right to receive and retain any Company Shares or cash payments covered by this Agreement, shall be subject to rescission, cancellation or recoupment, in whole or part, if and to the extent so provided under the Dodd-Frank Recoupment Policy and any other "clawback" or similar policy of the Company in effect on the Date of Grant (as applicable, the "Company Clawback Policy"). Further, to the extent permitted by applicable law, including without limitation Section 409A of the Code, this Agreement and all Share Units, cash or other value provided pursuant to this Agreement are subject to offset in the event that the Participant has an outstanding clawback, recoupment or forfeiture obligation to the Company under the terms of any applicable Company Clawback Policy. In the event of a clawback, recoupment or forfeiture event under an applicable Company Clawback Policy, the amount required to be clawed back, recouped or forfeited pursuant to such policy shall be deemed not to have been earned under the terms of this Agreement until such time as the Company Clawback Policy is no longer applicable.

13. Application of Section 409A of the Code. This Agreement is intended to be exempt from Section 409A of the Code under the "short-term deferral" exception and to the extent this Agreement is subject to Section 409A of the Code, it will in all respects be administered in accordance with Section 409A. Notwithstanding the foregoing, if the Share Units constitute "deferred compensation" under Section 409A of the Code and the Share Units become vested and settled upon the Participant's termination of employment, issuance of Company Shares and/or cash payment pursuant to this Agreement with respect to the Share Units shall be delayed for a period of six months after the Participant's termination of employment if the Participant is a "specified employee" as defined under Section 409A of the Code and if required pursuant to Section 409A of the Code. If issuance of Company Shares and/or cash payment is so delayed, the Share Units shall be settled and such issuance of Company Shares and/or cash payment shall occur within thirty (30) days after the date that is six (6) months following the Participant's termination of employment. Issuances of Company Shares and cash payments with respect to the Share Units may only be made in a manner and upon an event permitted by Section 409A of the Code, and each issuance of Company Shares and/or cash payment under the Share Units shall be treated as a separate payment, and the right to a series of installment issuances of Company Shares under the Share Units and/or the right to a series of installment cash payments under the Share Units, as the

case may be, shall be treated as a right to a series of separate payments. In no event shall the Participant, directly or indirectly, designate the calendar year of issuance or payment. The Company may change or modify the terms of this Agreement without the Participant's consent or signature if the Company determines, in its sole discretion, that such change or modification is necessary for purposes of compliance with or exemption from the requirements of Section 409A of the Code or any regulations or other guidance issued thereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused its duly authorized officer to execute this Agreement, and the Participant has executed this Agreement, effective as of the Date of Grant.

ENGINE THERAPEUTICS INC.

Name:

Title:

I hereby accept the award of Share Units described in this Agreement, and I agree to be bound by the terms of the Plan and this Agreement. I hereby agree that all decisions and determinations of the Committee with respect to the Share Units shall be final and binding.

PARTICIPANT

Name:

Date:

CANADIAN APPENDIX

Notwithstanding any other term of this Agreement, the following modifications to the Agreement apply to any Participant that is a Canadian Employee.

1. Termination Date

For purposes of sections 3 and 4 of the Agreement, the Participant will be deemed to have ceased to be employed by, or provide services to, the Employer on their Termination Date.

2. No Employment or Other Rights

Section 8 of this Agreement shall be read without reference to its final sentence.

Schedule A

Automatic Sale Instructions

The undersigned hereby irrevocably consents and agrees that any taxes due on a vesting date as a result of the vesting of Share Units on such date shall be paid through an automatic sale of shares as follows:

(a) Upon any vesting of Share Units pursuant to Section 3 hereof, the Company shall sell, or arrange for the sale of, such number of Company Shares issuable with respect to the Share Units that vest pursuant to Section 3 as is sufficient to generate net proceeds sufficient to satisfy the Company's minimum statutory withholding obligations with respect to the income recognized by the Participant upon the vesting of the Share Units (based on minimum statutory withholding rates for all tax purposes, including payroll and social security taxes, that are applicable to such income) (an "Automatic Tax Sale"), and the Company shall retain such net proceeds in satisfaction of such tax withholding obligations.

(b) The Participant hereby appoints the Chief Financial Officer and the Chief Legal Officer of the Company, or either of them, as his attorney-in-fact to sell the Participant's Company Shares in accordance with this Schedule A. The Participant agrees to execute and deliver such documents, instruments and certificates as may reasonably be required in connection with the sale of the shares pursuant to this Schedule A. If the Company does not have a Chief Financial Officer and the Chief Legal Officer immediately prior to an Automatic Tax Sale, then the Participant hereby appoints the Company's principal financial officer as his attorney-in-fact to sell the Participant's Company Shares in accordance with this Schedule A.

(c) The Participant represents to the Company that, as of the date hereof, he or she is not aware of any Material Information (as defined in the Company's Insider Trading Policy). The Participant and the Company have structured this Agreement, including this Schedule A, to constitute (i) a "binding contract" relating to the sale of Company Shares, consistent with the affirmative defense to liability under Section 10(b) of the Securities Exchange Act of 1934, as amended, and under Rule 10b5-1(c) promulgated under such Act and (ii) an automatic securities disposition plan or "automatic plan" under the rules and regulations of Canadian securities laws, including the guidelines set forth in Canadian Securities Administration Staff Notice 55-317 *Automatic Securities Disposition Plans*.

(d) The Company shall certify to the dealer or plan administrator that, to the best of the Company's knowledge, the Participant is not in possession of Material Information (as defined in the Company's Insider Trading Policy) when entering into the automatic securities disposition plan and that such plan is being entered into in compliance with the Company's Insider Trading Policy. Further, the dealer shall be prohibited from consulting with the Participant regarding any sales under the plan and Participant shall be prohibited from disclosing to the dealer any information concerning the Company that might influence the execution of the plan.

The Company shall not deliver any Company Shares to the Participant under this Agreement until it is satisfied that all required withholdings have been made.

PARTICIPANT

Name:

Date:

FORM OF RETENTION BONUS AGREEMENT

THIS RETENTION BONUS AGREEMENT (the “Agreement”), entered into by and between enGene USA, Inc. (“the Company”) and NAME (the “Employee”), shall be effective _____, 2026.

WHEREAS, the Company has determined that it is appropriate to award a retention bonus to the Employee whose continued service is particularly important to the success of the Company.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Eligibility for Retention Bonus. Subject to the terms of this Agreement, the Employee shall be eligible to receive a retention bonus, if the Employee remains an employee of the Company in Good Standing through the applicable payment dates provided below. For purposes of this Agreement, the Employee will be considered to be in “Good Standing” on a given date if, on the applicable date, the Employee is employed by, or providing service to, the Company, has not tendered oral or written notice of intent to resign or retire effective as of a date on or before the given date, has not behaved in a manner that would be grounds for discharge for Cause, and is in compliance with the terms, provisions and restrictions set forth in this Agreement and all other contractual obligations to the Company. For purposes of this Agreement, “Cause” means any of the following: (a) your breach of any agreement between you and the Company; (b) your failure to satisfactorily perform duties assigned to you by the Company after the Company has provided you with notice of such unsatisfactory performance; and (c) your failure to comply with the Company’s written policies or rules.

2. Retention Bonus. Subject to the terms of this Agreement, the Employee is eligible to receive a retention bonus up to an amount equal to [one half of] the Employee’s target Annual Bonus for 2026 (the “Bonus Amount”), payable as follows, less applicable withholdings. For this purpose, a “Qualifying Termination” means termination of the Employee’s employment by the Company without Cause.

- a. Fifty percent (50%) of the Bonus Amount on the Company’s first administratively feasible payroll date following (but no later than thirty days following) the earlier of (i) the completion of the pre-Biologics License Application (“pre-BLA”) meeting with U.S. Food and Drug Administration (“FDA”) with respect to detalimogene (provided that such pre-BLA meeting takes place no later than December 31, 2026) and (ii) a Qualifying Termination at any time prior to December 31, 2026, and
 - b. Fifty percent (50%) of the Bonus Amount on the Company’s first administratively feasible payroll date following (but no later than thirty days following) the earlier of (i) the date on which the Company receives confirmation from the FDA that the Company’s filing of the BLA with the FDA with respect to detalimogene has been completed and accepted by the FDA (provided that such confirmation is received by the Company from the FDA no later than September 30, 2027) and (ii) a Qualifying Termination at any time prior to September 30, 2027.
-

If the Employee's employment with the Company terminates for any reason other than a Qualifying Termination before the payments described in Section 2(a) and Section 2(b) are due and payable, the Employee shall not be entitled to any payment under this Agreement following such termination of employment, and upon such termination of employment, the Employee will cease to have any rights under this Agreement.

For the avoidance of doubt, if the Company does not meet the milestone in Section 2(a)(i) but does meet the milestone in Section 2(b)(i), and a Qualifying Termination does not occur prior to December 31, 2026, the Employee may be eligible for the payment set forth in Section 2(b), subject to the other terms of this Agreement, but shall not be eligible for the payment set forth in Section 2(a).

3. Tax Withholding. All payments under this Agreement will be made subject to applicable federal, state, and local tax withholding.

4. No Employment Rights. Nothing about this Agreement shall change the Employee's at-will status with the Company. This Agreement does not give the Employee any right to continued employment with the Company or interfere with the Company's right to terminate the Employee's employment in its discretion at any time and for any reason.

5. Section 409A. This Agreement is intended to comply with the requirements of section 409A of the Internal Revenue Code of 1986, as amended, or an exemption (specifically, the short-term deferral exemption of section 409A), and shall in all respects be administered in accordance with such intention. Distributions may only be made under the Agreement upon an event and in a manner permitted by section 409A or an exemption. All payments to be made upon a termination of employment under this Agreement may only be made upon a "separation from service" under section 409A. In no event may the Employee, directly or indirectly, designate the calendar year of a payment, and if a payment that is subject to execution of the release could be made in more than one taxable year, based on timing of the execution of the release, payment shall be made in the later year.

6. Entire Agreement; Construction. This agreement constitutes the entire agreement of the parties with regard to the subject matter hereof and terminates and supersedes any and all prior agreements, understandings and representations, whether written or oral, by or between the parties hereto or their affiliates which may have related to the subject matter hereof in any way, including, without limitation, any other retention bonus agreement, which is hereby terminated and cancelled and of no further force or effect, without the payment of any additional consideration by or to either of the parties hereto. The headings in this Agreement are intended solely for the convenience of reference and should be given no effect in the construction or interpretation of this Agreement.

7. Termination and Amendment. This Agreement shall terminate immediately on the earliest of the following: (a) the date the Bonus Amount is paid, (b) the date a termination of employment or resignation event occurs pursuant to Section 2 that results in no further payments becoming due and payable, and (c) September 30, 2027. This Agreement may be amended only by written agreement signed by an authorized representative of each party.

8. Governing Law. This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Massachusetts without giving effect to any conflict of laws provisions.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Agreement as of the date first above written.

enGene USA, Inc.

By:
Name:
Title:

Name of Employee

FORM OF RETENTION BONUS AGREEMENT

THIS RETENTION BONUS AGREEMENT (the “Agreement”), entered into by and between enGene Inc. (“the Company”) and NAME (the “Employee”), shall be effective June ____, 2026.

WHEREAS, the Company has determined that it is appropriate to award a retention bonus to the Employee whose continued service is particularly important to the success of the Company.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Eligibility for Retention Bonus. Subject to the terms of this Agreement, the Employee shall be eligible to receive a retention bonus, if the Employee remains an employee of the Company in Good Standing through the applicable payment dates provided below. For purposes of this Agreement, the Employee will be considered to be in “Good Standing” on a given date if, on the applicable date, the Employee is employed by, or providing service to, the Company, has not tendered oral or written notice of intent to resign or retire effective as of a date on or before the given date, has not behaved in a manner that would be grounds for termination for Cause, and is in compliance with the terms, provisions and restrictions set forth in this Agreement and all other contractual obligations to the Company. For purposes of this Agreement, “Cause” means any of the following: (a) your breach of any agreement between you and the Company; (b) your failure to satisfactorily perform duties assigned to you by the Company after the Company has provided you with notice of such unsatisfactory performance; (c) your failure to comply with the Company’s written policies or rules; or (d) any other any other act, omission, or circumstances that constitutes a “serious reason” or “cause” for termination under applicable law.

2. Retention Bonus. Subject to the terms of this Agreement, the Employee is eligible to receive a retention bonus up to an amount equal to [one half of] the Employee’s target Annual Bonus for 2026 (the “Bonus Amount”), payable as follows, less applicable withholdings. For this purpose, a “Qualifying Termination” means termination of the Employee’s employment by the Company without Cause.

- a. Fifty percent (50%) of the Bonus Amount on the Company’s first administratively feasible payroll date following (but no later than thirty days following) the earlier of (i) the completion of the pre-Biologics License Application (“pre-BLA”) meeting with U.S. Food and Drug Administration (“FDA”) with respect to detalimogene (provided that such pre-BLA meeting takes place no later than December 31, 2026) and (ii) a Qualifying Termination at any time prior to December 31, 2026, and
- b. Fifty percent (50%) of the Bonus Amount on the Company’s first administratively feasible payroll date following (but no later than thirty days following) the earlier of (i) the date on which the Company receives confirmation from the FDA that the Company’s filing of the BLA with the FDA with respect to detalimogene has been completed and accepted by the FDA (provided that such confirmation is received

by the Company from the FDA no later than September 30, 2027) and (ii) a Qualifying Termination at any time prior to September 30, 2027.

If the Employee's employment with the Company terminates for any reason other than a Qualifying Termination before the payments described in Section 2(a) and Section 2(b) are due and payable, the Employee shall not be entitled to any payment under this Agreement following such termination of employment, and upon such termination of employment, the Employee will cease to have any rights under this Agreement.

For the avoidance of doubt, if the Company does not meet the milestone in Section 2(a)(i) but does meet the milestone in Section 2(b)(i), and a Qualifying Termination does not occur prior to December 31, 2026, the Employee may be eligible for the payment set forth in Section 2(b), subject to the other terms of this Agreement, but shall not be eligible for the payment set forth in Section 2(a).

3.Withholdings and Deductions. All payments under this Agreement will be made subject to applicable taxes, withholdings, and deductions.

4.One-Time Payment. The retention bonus payable under this Agreement is deemed a one-time retention award and will not form part of the Employee's standard compensation and will not be considered for the purpose of calculating any entitlements to vacation, benefits, notice of termination or payment in lieu of notice or as otherwise required by any other contract or applicable law.

5.No Employment Rights. This Agreement does not give the Employee any right to continued employment with the Company or interfere with the Company's right to terminate the Employee's employment in its discretion at any time and for any reason.

6.Entire Agreement; Construction. This agreement constitutes the entire agreement of the parties with regard to the subject matter hereof and terminates and supersedes any and all prior agreements, understandings and representations, whether written or oral, by or between the parties hereto or their affiliates which may have related to the subject matter hereof in any way, including, without limitation, any other retention bonus agreement, which is hereby terminated and cancelled and of no further force or effect, without the payment of any additional consideration by or to either of the parties hereto. The headings in this Agreement are intended solely for the convenience of reference and should be given no effect in the construction or interpretation of this Agreement.

7.Termination and Amendment. This Agreement shall terminate immediately on the earliest of the following: (a) the date the Bonus Amount is paid, (b) the date a termination of employment or resignation event occurs pursuant to Section 2 that results in no further payments becoming due and payable, and (c) September 30, 2027. This Agreement may be amended only by written agreement signed by an authorized representative of each party.

8.Governing Law. This Agreement shall be governed by the laws of the province in which you are employed (subject to the exclusion of any conflict law provisions).

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Agreement as of the date first above written.

After having read the French version of this Agreement, which the Employee acknowledges having received, the Employee confirms his/her express wish to be bound only by the present English version of this Agreement. *Après avoir pris connaissance de la version française de cette entente, que l'employé(e) confirme avoir reçu, l'employé(e) confirme sa volonté expresse d'être lié(e) seulement par la présente version anglaise de l'entente.*

enGene Inc.

By:
Name:
Title:

Name of Employee

**CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Ronald H. W. Cooper, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of enGene Therapeutics Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: September 8, 2026

By:

/s/ Ronald H. W. Cooper
 Ronald H. W. Cooper
 Chief Executive Officer
 (Principal Executive Officer)

**CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Kathleen Richton, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of enGene Therapeutics Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: September 8, 2026

By:

/s/ Kathleen Richton
Kathleen Richton
Senior Vice President, Finance and Treasurer
(Principal Financial Officer and Accounting Officer)

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of enGene Therapeutics Inc. (the “Company”) for the period ended July 31, 2026 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: September 8, 2026

By:

/s/ Ronald H. W. Cooper
Ronald H. W. Cooper
Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of enGene Therapeutics Inc. (the “Company”) for the period ended July 31, 2026 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: September 8, 2026

By:

/s/ Kathleen Richton
Kathleen Richton
Senior Vice President, Finance and Treasurer
(Principal Financial Officer and Accounting Officer)

