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

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Ascendis Pharma A/S
(Exact name of registrant as specified in its charter)

The Kingdom of Denmark
(State or other jurisdiction of incorporation or organization)

Not Applicable
(IRS Employer Identification No.)

Tuborg Boulevard 12
DK-2900 Hellerup, Denmark
(Address of Principal Executive Offices)

Ascendis Pharma A/S Restricted Stock Unit Program
Ascendis Pharma A/S Performance Stock Unit Program
(Full title of the plan)

Scott T. Smith
Executive Vice President, Chief Financial Officer
Ascendis Pharma, Inc.
1000 Page Mill Road
Palo Alto, California USA 94304
(Name and address of agent for service)

(650) 352-8389
(Telephone number, including area code, of agent for service)

Copies to:

Mark V. Roeder
John C. Williams
J. Ross McAloon
Latham & Watkins LLP
140 Scott Drive
Menlo Park, CA 94025
(650) 328-4600

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
Non-accelerated filer

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 7(a)(2)(B) of the Securities Act.

PART I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information called for in Part I of Form S-8 is not being filed with or included in this Form S-8 (by incorporation by reference or otherwise) in accordance with the rules and regulations of the Securities and Exchange Commission (the “**Commission**”).

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The information incorporated by reference herein is considered to be part of this registration statement (the “**Registration Statement**”), and later information filed with the Commission will update and supersede this information. The following documents filed by or furnished with the Commission by Ascendis Pharma A/S (the “**Registrant**”) are incorporated herein by reference:

- (a) The Annual Report on [Form 20-F](#) for the year ended December 31, 2023, filed by the Registrant with the Commission on February 7, 2024.
- (b) The Report of Foreign Private Issuer on Form 6-K furnished with the Commission on [January 2, 2024](#), [January 8, 2024](#) (at 06:05:27), [January 10, 2024](#), [January 29, 2024](#), [January 31, 2024](#), and [February 14, 2024](#).
- (c) The description of the Registrant’s ordinary shares and American Depositary Shares contained in the Registrant’s registration statement on [Form 8-A](#) (File No. 001-36815), filed by the Registrant with the Commission under Section 12(b) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), on January 26, 2015, as updated by the description of the Registrant’s ordinary shares and American Depositary Shares contained in [Exhibit 2.3](#) to the Registrant’s Annual Report on Form 20-F for the fiscal year ended December 31, 2023, filed with the Commission on February 7, 2024, including any amendments or reports filed for the purpose of updating such description.

All documents that the Registrant subsequently files pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act prior to the filing of a post-effective amendment to this Registration Statement which indicates that all of the ordinary shares offered have been sold or which deregisters all of such shares then remaining unsold, and any Form 6-K submitted during such period (or portion thereof) that is identified in such form as being incorporated by reference into this Registration Statement, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of the filing of such documents.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

The general meeting is allowed to discharge the Registrant’s board members and members of the Registrant’s senior management from liability for any particular financial year based on a resolution relating to the financial statements. This discharge means that the general meeting will discharge such board members and members of the Registrant’s senior management from liability to the Registrant; however, the general meeting cannot discharge any claims by individual shareholders or other third parties. Additionally, the Registrant intends to enter, or has entered, into agreements with its board members and members of its senior management, pursuant to which, subject to limited exceptions, the Registrant will agree, or has agreed, to indemnify such board members and members of its senior management from civil liability, including (i) any damages or fines payable by them as a result of an act or failure to act in the exercise of their duties currently or previously performed by them; (ii) any reasonable costs of conducting a defense against a claim; and (iii) any reasonable costs of appearing in other legal proceedings in which such individuals are involved as current or former board members or members of senior management.

There is a risk that such agreement will be deemed void under Danish law, either because the agreement is deemed contrary to the rules on discharge of liability in the Danish Companies Act, as set forth above, because the agreement is deemed contrary to sections 19 and 23 of the Danish Act on Damages, which contain mandatory provisions on recourse claims between an employee (including members of the Registrant's senior management) and the Registrant, or because the agreement is deemed contrary to the general provisions of the Danish Contracts Act.

In addition to such indemnification, the Registrant provides its board members and senior management with directors' and officers' liability insurance.

Insofar as indemnification of liabilities arising under the Securities Act of 1933, as amended (the "Securities Act") may be permitted to board members and senior management or persons controlling the Registrant pursuant to the foregoing provisions, the Registrant has been informed that, in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Item 7. Exemption From Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit Number	Exhibit Description	Incorporated by Reference to Filings Indicated				Provided Herewith
		Form	File No.	Exhibit No.	Filing Date	
4.1	Articles of Association, currently in effect (English translation).	6-K	001-36815	1.1	2/14/2024	
4.2	Deposit Agreement dated January 27, 2015 among Ascendis Pharma A/S, The Bank of New York Mellon, and Owners and Holders of American Depositary Shares.	F-3	333-209336	4.2	2/2/2016	
4.3	Form of American Depositary Receipt (included in Exhibit 4.2).					
5.1	No opinion of counsel is being filed with this Registration Statement, as the ADSs to be offered and sold under the RSU Program and PSU Program described in this Registration Statement will not constitute original issuance shares, but will consist exclusively of shares that have been or will be purchased in open market transactions. Because no original issuance securities will be offered or sold pursuant to the RSU Program and PSU Program described in this Registration Statement, no opinion of counsel regarding the legality of the securities being registered hereunder is required.					
23.1	Consent of Independent Registered Public Accounting Firm.					X
24.1	Powers of Attorney (incorporated by reference to the signature page hereto).					X
99.1	Ascendis Pharma A/S Restricted Stock Unit Program.	S-8	333-270088	99.2	2/28/2023	
99.2	Ascendis Pharma A/S Performance Stock Unit Program.					X
107.1	Filing Fee Table.					X

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made pursuant to this Registration Statement, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

Provided, however, That:

(A) Paragraphs (1)(a)(i) and (1)(a)(ii) above do not apply if this Registration Statement is on Form S-8 (§ 239.16b of this chapter), and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(h) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions described under "Item 6—Indemnification of Directors and Officers," or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Hellerup, Denmark, on this 29th day of February, 2024.

Ascendis Pharma A/S

By: /s/ Jan Møller Mikkelsen

Name: Jan Møller Mikkelsen

Title: President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each individual whose signature appears below constitutes and appoints Jan Møller Mikkelsen, Scott T. Smith and Michael Wolff Jensen, and each of them, as attorneys-in-fact, each with the power of substitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) or supplements to this Registration Statement, and to file the same, with all exhibits thereto and all documents in connection therewith, with the Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that such attorneys-in-fact and agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Jan Møller Mikkelsen</u> Jan Møller Mikkelsen	President, Chief Executive Officer, Board Member and Executive Director (<i>Principal Executive Officer</i>)	February 29, 2024
<u>/s/ Scott T. Smith</u> Scott T. Smith	Executive Vice President, Chief Financial Officer (<i>Principal Financial Officer</i>)	February 29, 2024
<u>/s/ Mads Bodenhoff</u> Mads Bodenhoff	Senior Vice President, Finance (<i>Principal Accounting Officer</i>)	February 29, 2024
<u>/s/ Albert Cha</u> Albert Cha, M.D., Ph.D.	Chairman of the Board of Directors	February 29, 2024
<u>/s/ Lisa Bright</u> Lisa Bright	Board Member	February 29, 2024
<u>/s/ William Fairey</u> William Fairey	Board Member	February 29, 2024
<u>/s/ Lars Holtug, M.Sc.</u> Lars Holtug, M.Sc.	Board Member	February 29, 2024
<u>/s/ Siham Imani</u> Siham Imani	Board Member	February 29, 2024

AUTHORIZED REPRESENTATIVE IN THE UNITED STATES

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement on Form S-8 has been signed by the undersigned as the duly authorized representative in the United States of Ascendis Pharma A/S in the City of Palo Alto, State of California, on February 29, 2024.

Ascendis Pharma, Inc.

By: /s/ Scott T. Smith

Name: Scott T. Smith

Title: Executive Vice President, Chief Financial Officer

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated February 7, 2024 relating to the financial statements of Ascendis Pharma A/S and the effectiveness of Ascendis Pharma A/S's internal control over financial reporting, appearing in the Annual Report on Form 20-F of Ascendis Pharma A/S for the year ended December 31, 2023.

/s/ Deloitte Statsautoriseret Revisionspartnerselskab
Copenhagen, Denmark
February 29, 2024

Ascendis Pharma A/S

Performance Stock Unit Program

Terms and Conditions, 1 March 2024

1 Introduction and purpose

- 1.1 The purpose of this document is to set out the general terms and conditions for the Performance Stock Unit Program (the “PSU Program”) of Ascendis Pharma A/S, CVR no. 29918791 (the “Company”). These general terms and conditions (the “Terms and Conditions”) apply to all performance stock units granted under the PSU Program by the Company (“Performance Stock Units”).
- 1.2 The purpose of the Program is to align the interests of the Participants with the interests of the Company’s shareholders, to incentivize and share the continued success of Ascendis Pharma; and to retain employees contributing to the long-term success of Ascendis Pharma.
- 1.3 Performance Stock Units (each referred to as a “PSU” and collectively “PSUs”) may be granted to members of the senior management team, non-executive directors and other employees (each referred to as a “Participant” and collectively the “Participants”) employed with the Company or another company within the Company’s group of companies (a “Group Company”). The Company’s Board of Directors may also at its sole discretion decide to grant PSUs to consultants or members of the Company’s Board of Directors, who are then also deemed Participants.
- 1.4 One (1) PSU represents a right for the Participant to receive one (1) Ascendis Pharma A/S American Depository Share upon vesting if the vesting conditions in clause 4.2 are met or waived by the Board of Directors at its discretion.
- 1.5 One (1) Ascendis Pharma A/S American Depository Share (each referred to as an “ADS” and several collectively as “ADSs”) represents one (1) ordinary share in the Company with a nominal value of DKK 1.00 as agreed pursuant to that certain Deposit Agreement dated 27 January 2015 between Ascendis Pharma A/S, The Bank of New York Mellon as depository and owners and holder of ADSs from time to time.

2 Plan documents

- 2.1 The PSU Program consists of the following documents:
 - These Terms and Conditions
 - An electronic grant acceptance form (the “Grant Acceptance”)
 - A country specific addendum, if applicable, which specifies any special rules or terms that may apply for Participants in a particular country, which may differ from the terms and conditions described in these Terms and Conditions - A statement by the Employer pursuant to the Danish Share Option Act (“Employer Statement”), if applicable (Danish employees only).
- 2.2 In the event of discrepancies between the Terms and Conditions and the other documents set out in clause 2.1, the provisions of the other documents shall prevail.

3 Grant of PSUs

- 3.1 The Board of Directors of Ascendis Pharma A/S may in its sole discretion, at any given point in time, decide to grant PSUs. The Board of Directors may decide on the timing of the grant, the Participants that will receive such grant, and the number of PSUs to be granted.
- 3.2 Grants shall be made electronically through issuance of a specified number of PSUs to the Participants’ account on the Company’s chosen online share platform provider (the “Online Platform”) and confirmed through issuance of a Grant Acceptance accessed through the Online Platform (a “Grant”). In order to receive PSUs, the Participant is required to actively accept the Grant. If the Participant does not accept the Grant within 30 days following the Grant Date (as specified in the Grant Acceptance), such Grant is forfeited without compensation or payment of any kind to the Participant and the PSUs cannot be reinstated.

- 3.3 PSUs are issued and granted to the Participant free of charge.
- 3.4 Receipt of one or several Grants does not constitute a promise or a right to any additional Grants. Neither the first Grant nor any subsequent Grants under the PSU Program shall imply that the Participant is entitled to be granted PSUs in respect of any future Grants under the PSU Program or any other incentive Programs in the Company.
- 3.5 PSUs are personal and cannot be transferred, assigned, or subject to charging orders, including in connection with division of property on divorce or legal separation, for ownership or as security without the consent of the Board of Directors except in the event of the Participant's death pursuant to clauses 7.1 and 7.2.

4 Vesting of PSUs

- 4.1 The Company's obligation to deliver and the Participant's right to receive the ADSs represented by granted PSUs is triggered (i.e. the PSUs shall vest) with respect to 1/3rd of a Grant on each yearly anniversary date of the Grant Date (each a "Vesting Date") subject to fulfilment of the vesting conditions in clause 4.2.
- 4.2 It is a condition for vesting that:
- a) No later than 2 weeks prior to each Vesting Date, the Board of Directors shall evaluate the extent to which the Company is on track to achieve its long-term strategic goals, as formulated in the vision currently in place. The Board of Directors shall express the level of target accomplishment as a vesting percentage ranging from 0% to 100% of the tranche.
 - b) the Participant has opened and maintained access to a specific purpose brokerage account with a recognized financial institution chosen by the Company.
 - c) the Participant is still either employed, appointed as member of the board, or retained as consultant by the Company or a Group Company on the Vesting Date according to clause 4.1. If PSUs have been granted to board members, consultants or advisors, the Board of Directors may at its discretion impose specific vesting conditions. "Employed by" shall mean that the employee is still entitled to receive a salary from the Company or Group Company on the vesting date.
- 4.3 In the event that the Participant takes a leave of absence – other than maternity or paternity leave – and the leave exceeds 60 days, the number of PSUs that will vest according to clause 4.1 will, except as otherwise required by applicable law, be reduced on a pro-rata basis to reflect the absence during the vesting period. The number of PSUs that vest will be rounded down to the nearest whole number of PSUs.
- 4.4 Vesting occurs automatically on the anniversary date of the Grant Date if the conditions set forth in clause 4.2 are satisfied.
- 4.5 If the stipulated vesting on a given vesting date does not amount to a whole number of PSUs, the number shall be rounded down to the nearest whole number.
- 4.6 Vesting of PSUs is free of charge for the Participant.
- 4.7 PSUs that do not vest according to the terms set forth in clauses 4.2 or 4.3 will automatically lapse without further notice and without compensation or payment of any kind.
- 4.8 The Board of Directors may at its discretion and on an individual basis decide to deviate from the vesting principles in clause 4.1 and/or the vesting conditions in clause 4.2.

4.9 The Board of Directors may at its discretion either in general or on an individual basis decide to include special conditions for vesting, which can be related to performance, share price development or other indicators. In the event that special additional vesting principles and/or conditions are applied to a specific Grant, which deviate from or are not described in these general Terms and Conditions, such specific vesting principles and/or conditions will be detailed in the Grant Acceptance and/or the Employer Statement, as applicable, and such conditions will then apply only to that specific Grant.

5 Delivery of ADSs

5.1 Upon vesting one (1) ADS per PSU is delivered to the Participant free of charge pursuant to clauses 5.2 and 5.3.

5.2 In case the Company or one of its subsidiaries has a tax and/or social security withholding obligation upon vesting with respect to a Participant, the Company shall instruct a financial institution chosen by the Company to initiate the sale on Participant's behalf of a number of ADSs as are necessary to satisfy the applicable tax and social security withholding obligations arising exclusively from the vesting of the PSUs (referred to as "sell-to-cover"). The Company will remit the proceeds directly to the taxing authorities. Only the net amount of ADSs will be subsequently delivered to the Participant.

5.3 It is a precondition for vesting according to clause 4.2 and for the Company's transfer of ADSs to the Participant that the Participant has access to or opens a specific account with a recognized financial institution chosen by the Company. Any costs (corresponding to market costs) arising from such account shall be borne by the Participant, including fees for accepting the transfer of the ADSs, maintenance of the account and transaction fees associated with any subsequent sale. The Participant is responsible for providing the Company with correct and sufficient details to enable the delivery of ADSs, and carries the full risk associated with delivery failure if the account details are insufficient or incorrect, or if the account is not available for delivery. The Participant is also responsible for providing the recognized financial institution with sufficient data and/or personal details to enable the financial institution to comply with local and/or international obligations and to avoid requirements for excess tax withholding.

5.4 The cost of transferring ADSs from the Company's account to the Participant's account is paid for by the Company.

5.5 As soon as practicable following vesting, but no later than thirty (30) days after vesting, the Company shall transfer the applicable number of ADSs corresponding to the vested PSUs (subject to deduction for any sell-to-cover applied according to clause 5.2) to the Participant's account in a recognized financial institution chosen by the Company. The Company shall not be responsible for any delays in the delivery of ADSs, whether caused by the Participant, third parties or other matters outside the control of the Company, and no compensation shall be paid to the Participant in such cases.

5.6 When ADSs are delivered to the Participant's account, the Participant is free to sell, pledge or otherwise dispose of the ADSs.

5.7 Trading with the Company's ADSs is subject to applicable laws and regulations (as well as internal Company guidelines) in force from time to time, including the prohibitions against insider trading and the Company's Insider Trading Compliance Policy. Where a Participant is in possession of inside information at the time of receiving the ADSs, or the Company has imposed a black-out on the Participant at the time of receiving the ADSs, such Participant shall not sell ADSs or ordinary shares of the Company at such time. The Participant must also observe restrictions against trading in closed trading periods, where applicable.

6 Cash Settlement

- 6.1 Upon vesting of PSUs, the Company may at its sole discretion choose to make a cash settlement instead of delivering ADSs. A cash settlement implies that the Company pays a cash amount per PSU corresponding to the Volume Weighted Average Price as calculated and provided by Nasdaq of the ADSs on the vesting date, which will be paid as soon as possible, but no later than thirty (30) days following the vesting date.
- 6.2 In case the Company or one of its Group Companies has a tax and/or social security withholding obligation with respect to the Participant, the Company may in its sole discretion decide to make a net settlement of the cash settlement to be paid to such Participant meaning that the Company reduces the cash settlement to be paid to the Participant with an amount corresponding to the value of the tax and social security contributions that the Company or Group Company is required to withhold, both to the maximum extent permitted by law.
- 6.3 If the Company decides to make a cash settlement instead of delivering ADSs, the Company shall inform the Participant as soon as possible prior to or immediately after the vesting date.

7 Death of Participant

- 7.1 If a Participant dies prior to vesting, unless otherwise determined by the Company's Board of Directors in accordance with clause 7.2, all unvested PSUs will lapse automatically without notice and without compensation at the time of the Participant's death.
- 7.2 The Company's Board of Directors may at any time in its sole discretion decide to grant an exemption or deviate from clause 7.1 and accelerate vesting for all unvested PSUs to a specific date. In such cases, the Company will work with the estate of the deceased Participant to determine the settlement of the PSU Program either in part or in full.

8 Change in capital structure, merger, demerger, liquidation, etc.

- 8.1 Changes in the Company's capital structure causing a change of the potential possibility of gain attached to an PSU shall require an adjustment of the number of unvested PSUs in so far as possible, so that the potential possibility of gain remains the same before and after the occurrence of an incident causing the adjustment. The adjustment shall be carried out with the assistance of the Company's external advisor. The adjustment may be affected either by increase or reduction of the number of PSUs, or other such adjustments as deemed fit.
- 8.2 PSUs shall not be adjusted as a result of the Company's grant of further PSUs, employee shares, share options, and/or warrants as a part of employee share option schemes (including and additionally options to board members, advisors and consultants) or other instruments convertible or exchangeable into or otherwise confer a right to receive shares or ADSs provided that such instrument were convertible and/or exchangeable at market price at the time of issuance of such instruments. PSUs shall, furthermore, not be adjusted as a result of capital increases following the exercise of such options and/or warrants.
- 8.3 If it is decided to issue bonus shares in the Company, the number of unvested PSUs shall be adjusted by multiplying by the factor:

$$\frac{1}{\alpha}$$

where:

$$\alpha = \frac{A}{(A+B)}.$$

A = the nominal share capital before issue of bonus shares, and

B = the total nominal value of bonus shares.

- 8.4 If it is decided to increase or reduce the share capital in the Company at a price below the market price (not including market-based discounts in connection with directed offerings) (in relation to capital decreases also above the market price), the number of unvested PSUs shall be adjusted by multiplying by the factor:

$$\frac{1}{\alpha}$$

where:

$$\alpha = \frac{(A \times K) + (B \times T)}{(A+B) \times K}$$

A = nominal share capital before the change in capital

B = nominal change in the share capital

K = market price / closing price of the share on the day prior to the announcement of the change in the share capital, and

T = subscription price/reduction price in relation to the change in the share capital

- 8.5 If it is decided to change the nominal value of the Company's shares, the number of unvested PSUs shall be adjusted by multiplying by the factor:

$$\frac{1}{\alpha}$$

where:

$$\alpha = \frac{A}{B}$$

A = nominal value of each share after the change, and

B = nominal value of each share before the change

- 8.6 If the Company decides to pay dividends, the part of the dividends exceeding 10 per cent of the equity capital shall lead to a cash payment to the Participant upon vesting of the PSUs, of an amount that equals the dividends the Participant would have received had the PSUs vested prior to the dividend payment and ADSs therefore been transferred to the Participant as the legal owner. Such dividend equivalent payments will take place as soon as practicable following vesting, but no later than thirty (30) days after the vesting date.
- 8.7 Should the Company be liquidated, all unvested PSUs shall vest so that the Participant becomes the legal owner of the ADSs immediately preceding the relevant transaction.
- 8.8 If the Company merges as the continuing company, PSUs shall remain unaffected unless, in connection with the merger, the capital is increased at a price other than the market price and in that case the number of PSUs shall be adjusted in accordance with clause 8.4.

- 8.9 If the Company merges as the terminating company or is demerged, the Board of Directors may choose one of the following possibilities:
- a) The vesting is accelerated for all unvested PSUs to a date immediately prior to the merger/demerger is completed, or
 - b) New share instruments are granted in the continuing company/companies of a corresponding financial pre-tax value to replace the PSUs, which then lapse without further compensation. On demerger the continuing company/companies may decide in which company/companies the Participants receive the new share instruments.
- 8.10 If:
- a) at any time, due to a transaction or a series of transactions, more than 30 percent of the share capital in the Company is directly or indirectly held by a single shareholder or a group of shareholders acting in concert (excluding BNY (Nominees) Limited); or
 - b) the Company sells substantially all of the Company's assets
- and such transaction constitutes a "change in control event" within the meaning of Section 409A of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), then all outstanding PSUs shall immediately vest and ADSs must be delivered within 14 business days thereafter.
- 8.11 If the Company decides to delist the Company, the Board of Directors may choose one of the following possibilities:
- a) The vesting is accelerated for all unvested PSUs to a date immediately prior to the delisting, or
 - b) All unvested PSUs are cancelled and a cash amount equal to the volume weighted average trading price of a corresponding number of ADSs on the day prior to the Company's or ADS holders' decision to delist the shares is paid to the Participant. In case the Company or one of its Group Companies has a tax and/or social security withholding obligation with respect to the cash payment to the Participant, the Company may in its sole discretion decide to make a net settlement of the cash payment to be paid to such Participant meaning that the Company reduces the cash settlement to be paid to the Participant with an amount corresponding to the value of the tax and social security contributions that the Company or Group Company is required to withhold, both to the maximum extent permitted by law
- 8.12 In the event of other changes in the Company's capital position causing significant changes to the financial value of PSUs, PSUs shall (except as provided above) be adjusted in order to ensure that the changes do not influence the financial value of the PSUs. The calculation method to be applied to the adjustment shall be decided by an external advisor appointed by the Board of Directors.
- 8.13 It is emphasized that increase or reduction of the Company's share capital at market price does not lead to an adjustment of the number of PSUs.
- 8.14 If an adjustment according to clauses 8.1-8.12 of the number of PSUs does not amount to a whole number of PSUs, the number shall be rounded down to the nearest whole number.
- 8.15 In case of one of the transactions mentioned above, the Company shall inform the Participant hereof by written notice.

9 Claw Back

- 9.1 All PSUs and any rights or payments in respect thereto will be subject to recoupment by the Company to the extent required to comply with applicable law or any policy of the Company providing for the reimbursement of incentive compensation, whether or not such policy is in place at the time of grant or payment of the PSUs.

10 Tax, holiday pay, pension contributions etc.

- 10.1 The value of the PSUs is not included in the Participant's salary, holiday pay, pension contributions or other benefits and allowances. Similar rules shall apply to any cash equivalents paid instead of ADSs in accordance with clause 6 and 8.11.b and dividend equivalents paid in accordance with clause 8.6. If, however, the value of such cash equivalents in a given country by law or regulation must be included in the calculation of holiday pay, pension contributions or other benefits and allowances, the value of the cash equivalent shall – prior to the allocation of such cash equivalents – be reduced with an amount equivalent to the amount to be paid in holiday pay, pension contribution or benefits and allowances.
- 10.2 Except as otherwise required under applicable law, all direct and indirect personal tax payments connected with the PSU Program, including the ownership and any subsequent sale of ADSs or other share-based incentives, shall be carried solely by the Participant and the Company shall in no way be liable for the Participant's tax in connection with participation in the PSU Program.
- 10.3 The Company recommends that the Participant himself/herself investigates the local personal tax consequences of participating in the PSU Program, including consequences of potentially receiving cash payments equivalent to the value of an ADS. The Participant is personally responsible for declaring any taxable benefit and paying all taxes that may be levied on the Participant as a result of participating in the PSU Program.

11. Governing Law and Venue

- 11.1 Acceptance of PSUs, the Terms and Conditions, Grant Acceptance and Employer Statement shall be governed by Danish law.
- 11.2 Any disagreement between the Participant and the Company in relation to the understanding or implementation of Performance Stock Unit Program shall be settled amicably by negotiation between the parties.
- 11.3 If the parties fail to reach consensus, any disputes shall be finally settled by arbitration administered by the Danish Institute of Arbitration in accordance with the Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration. The Chairman's Committee of the Danish Institute of Arbitration shall appoint one arbitrator who shall settle the dispute according to Danish law.

Addendum – Denmark**Danish Stock Option Act**

As a part of the plan documents, Danish Participants receive an Employer Statement translated into Danish summarizing such specific terms of the Grant as required in the Danish Stock Option Act. The Employer Statement is sent to the Participant after the Grant has been registered in the Online Platform.

Tax

The PSUs are taxable at vesting according to section 16 of the Danish Tax Assessment Act (Ligningslovens § 16).

Addendum – USA

Leave of absence – military service

In the event that the Participant takes a leave of absence related to military service (USERRA), PSUs Granted will, if so required by law, continue to vest according to clause 4.1, and clause 4.2 shall remain applicable as a vesting condition.

Tax - Section 409A

The intent of the parties is that payments and benefits under this PSU Program are exempt from the application of Section 409A of the Code to the maximum extent permissible and to comply with Section 409A of the Code and the regulations and guidance promulgated thereunder to the extent not exempt. Accordingly, to the maximum extent permitted, this PSU Program shall be interpreted in a manner that provides for the PSUs and settlement thereof to be exempt from Section 409A of the Code and, to the extent the PSUs or settlement thereof are not exempt from Section 409A of the Code, to be in compliance therewith. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits that constitute “deferred compensation” for the purposes of Section 409A of the Code upon or following a termination of employment unless such termination is also a “separation from service” within the meaning of Code Section 409A and, for purposes of any such provision of this PSU Program, references to a “termination,” “termination of employment,” “or like terms shall mean “separation from service.” Notwithstanding any provision to the contrary in this PSU Program, if a Participant is deemed by the Company at the time of the Participant’s “separation from service” to be a “specified employee” for purposes of Code Section 409A(a)(2)(B)(i), and if settlement of PSUs upon a “separation from service” set forth herein and/or under any other agreement with the Company gives rise to “deferred compensation” for the purposes of Section 409A of the Code, then to the extent delayed commencement of any portion of such settlement is required in order to avoid a prohibited distribution under Code Section 409A(a)(2)(B)(i) and the related adverse taxation under Section 409A of the Code, such payments shall not be provided to the Participant prior to the earliest of (i) the expiration of the six-month period measured from the date of the Participant’s “separation from service” with the Company, (ii) the date of the Participant’s death or (iii) such earlier date as permitted under Section 409A of the Code without the imposition of adverse taxation. Upon the first business day following the expiration of such applicable Code Section 409A(a)(2)(B)(i) period, all settlements deferred pursuant to this section shall be made in a single instalment, and any remaining settlements due shall be made as otherwise provided herein or in the applicable agreement. The Company may make such amendments to this PSU Program or the PSUs hereunder as it deems necessary or advisable to remain exempt from or to comply with Section 409A of the Code or other applicable law. Such modifications shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to Participants and the Company of the applicable provision without violating the provisions of Section 409A of the Code.

Addendum – Germany**Tax**

The value of the PSUs is treated as a benefit in kind and qualifies as employment income subject to German income tax. The benefit in kind is deemed to have accrued on the day on which the employee is provided with the economic ownership of the shares by the fulfilment of the vesting conditions, i.e. at the time of vesting.

The Company is obliged to withhold tax on the employment income from the employee.

Calculation of Filing Fee Tables

Form S-8
(Form Type)**Ascendis Pharma A/S**

(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title*	Fee Calculation Rule	Amount Registered (1)	Proposed Maximum Offering Price Per Share	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Ordinary shares, DKK 1 nominal value per share	457(c) and 457(h)	694,908(2)	\$155.53(3)	\$108,079,041.24	\$147.60 per \$1,000,000	\$15,952.47
Equity	Ordinary shares, DKK 1 nominal value per share	457(c) and 457(h)	92,655(4)	\$155.53(3)	\$14,410,632.15	\$147.60 per \$1,000,000	\$2,127.01
Total Offering Amounts					\$122,489,673.39		\$18,079.48
Total Fee Offsets (5)							—
Net Fee Due							\$18,079.48

* The ordinary shares registered hereby may be represented by the Registrant's American Depositary Shares ("ADSs"), each of which represents one ordinary share. ADSs issuable upon deposit of the ordinary shares registered hereby have been registered under a separate registration statement on Form F-6 (Registration No. 333-201695).

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), this registration statement shall also cover any additional ordinary shares of the Registrant that become issuable under the Ascendis Pharma A/S Restricted Stock Unit Program (the "RSU Program") and the Ascendis Pharma A/S Performance Stock Unit Program (the "PSU Program"), by reason of any share dividend, share split, bonus issue, recapitalization or similar transaction effected without the Registrant's receipt of consideration which would increase the number of outstanding ordinary shares.
- (2) Represents 694,908 ordinary shares represented by ADSs available for future issuance under the RSU Program.
- (3) Pursuant to 457(c) and 457(h) under the Securities Act, the proposed maximum offering price per share is estimated solely for the purpose of calculating the registration fee and is based upon the average of the high and low prices of the Registrant's ADSs as reported on the Nasdaq Global Select Market on February 27, 2024, which date is within five business days prior to filing this Registration Statement.
- (4) Represents 92,655 ordinary shares represented by ADSs available for future issuance under the PSU Program.
- (5) The Registrant does not have any fee offsets.