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

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**FORM 6-K**

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**REPORT OF FOREIGN PRIVATE ISSUER  
PURSUANT TO RULE 13a-16 OR 15d-16  
UNDER THE SECURITIES EXCHANGE ACT OF 1934**

For the month of May 2026

Commission File Number: 001-41842

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**Abivax SA**

(Translation of registrant's name into English)

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**7-11 boulevard Haussmann  
75009 Paris, France  
+33 (0) 1 53 83 08 41**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

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

Form 20-F

Form 40-F

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On May 4, 2026, Abivax SA (the “Company”) entered into a Purchase Agreement (the “Purchase Agreement”) with the royalty certificate holders named therein (the “Holders”). Each of the Holders is the holder of one (1) royalty certificate of the Company (the “Certificates”). Subject to the terms and conditions set forth in the Purchase Agreement, the Holders agreed to sell the Certificates to the Company at an aggregate purchase price equal to \$45.0 million and 403,347 American Depositary Shares (“ADSs”), each representing one ordinary share, nominal value €0.01 per share, of the Company to be issued in a private placement (the “New Shares”).

The foregoing description of the Purchase Agreement is qualified in its entirety by reference to the Purchase Agreement, a copy of which is filed herewith as Exhibit 10.1 and incorporated by reference herein.

On May 5, 2026, the Company published a press release entitled “Abivax Announces Repurchase of Royalty Certificates and Pricing of \$45M (€38.5M) Offering of American Depositary Shares.” A copy of the press release is filed herewith as Exhibit 99.1 and incorporated by reference herein.

On May 7, 2026, the Company filed a prospectus supplement (“Prospectus Supplement”) to its effective shelf registration statement on Form F-3ASR (File No. 333-288884) filed with the Securities and Exchange Commission on July 23, 2025. The Company filed the Prospectus Supplement for the purpose of registering the offer and resale from time to time of up to 403,347 ADSs held by the Holders identified in the Prospectus Supplement.

The legal opinion of Dechert (Paris) LLP relating to the legality of the issuance and sale of the New Shares underlying the ADSs registered by the Prospectus Supplement is filed herewith as Exhibit 5.1 and incorporated by reference herein.

#### *Incorporation by Reference*

This Report on Form 6-K, including Exhibits 5.1, 10.1, 23.1 and 99.1, shall be deemed to be incorporated by reference into the Company’s Registration Statements on Form F-3 (File Nos. 333-288884 and 333-283336) and Form S-8 (File Nos. 333-286069 and 333-294544) and to be part thereof from the date on which this Report is filed, to the extent not superseded by documents or reports subsequently filed.

#### Exhibit Index

|               |  |
|---------------|--|
| Exhibit 5.1   | <a href="#">Opinion of Dechert (Paris) LLP, French counsel to the Company</a>            |
| Exhibit 10.1* | <a href="#">Purchase Agreement, dated May 4, 2026, among the Company and the Holders</a> |
| Exhibit 23.1  | <a href="#">Consent of Dechert (Paris) LLP (included in Exhibit 5.1)</a>                 |
| Exhibit 99.1  | <a href="#">Press Release, dated May 5, 2026</a>   |

\* Certain exhibits and schedules to this agreement have been omitted. The Company hereby agrees to furnish supplementally to the SEC, upon its request, any or all of such omitted exhibits or schedules.

**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.

**Abivax SA**  
(Registrant)

Date: May 7, 2026

/s/ Marc de Garidel  
\_\_\_\_\_  
Marc de Garidel  
Chief Executive Officer

May 7, 2026

**Abivax S.A.**  
7-11 boulevard Haussmann  
75009 Paris  
France

Ladies and Gentlemen:

We are acting as special French counsel to Abivax S.A., a *société anonyme* organized under the law of France (the “**Company**”), in connection with the offering and sale by the Company of 403,347 American Depositary Shares (the “**ADSs**”), which represent 403,347 ordinary shares of the Company (the “**New Shares**”), with a par value of €0.01 per ordinary share (the “**Ordinary Shares**”), pursuant to the subscription forms dated May 7, 2026 (the “**Subscription Forms**”), by and among the Company and, respectively, TCG Crossover Fund I, L.P., VHCP ABVX Holdings, LLC, Deep Track Biotechnology Master Fund, Ltd, Sofinnova Crossover I SLP, Invus Public Equities, L.P., FPCI BioMedTech and Santé Holdings SRL.

In rendering the opinion expressed below, we have examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such agreements, corporate records and other instruments and such documents, certificates and receipts of public officials, certificates of officers and other representatives of the Company and others, and such other documents as we have deemed necessary or appropriate as a basis for rendering the opinion set forth below, including the following documents:

- (a) the registration statement on Form F-3ASR (Registration No 333-288884) filed by the Company on July 23, 2025 with the Securities and Exchange Commission (the “**Commission**”) under the Securities Act of 1933, as amended (the “**Securities Act**”) (such registration statement, as amended, including information deemed to be a part of such registration statement at the time of effectiveness pursuant to Rule 430B promulgated under the Securities Act, being hereinafter referred to as the “**Registration Statement**”);
- (b) the prospectus supplement, as filed on May 7, 2026 with the Commission pursuant to Rule 424(b)(7) promulgated under the Securities Act (the “**Prospectus Supplement**”);
- (c) an executed copy of the Subscription Forms;
- (d) an executed copy of the deposit agreement entered into on October 24, 2023 by and among the Company, Citibank, N.A., as depositary (the “**Depositary**”) and all Holders and Beneficial Owners of ADSs issued thereunder (the “**Deposit Agreement**” and, together with the Subscription Forms, the “**Transaction Documents**”);
- (e) an *Extrait K-bis* of the Company delivered by the clerk of the Commercial Court of Paris, dated May 5, 2026 (the “**K-Bis**”);
- (f) a *Certificat en matière de procédures collectives* for the Company delivered by the clerk of the Commercial Court of Paris, dated May 6, 2026 (the “**Good Standing Certificate**”);
- (g) an *Etat de Privilèges et des Nantissements* (Security report (Preferential rights and Pledges) issued by the *Greffé du Tribunal de Commerce* (Registrar of the Commercial Court) of Paris in respect of the Company dated May 5, 2026;
- (h) a certified copy of the By-laws (*statuts*) of the Company updated as of March 28, 2026 (the “**By-laws**”);
- (i) the minutes of the resolutions of the shareholders’ meeting of the Company dated June 6, 2025; and
- (j) the minutes of the written consultation of the board of directors of the Company dated May 4, 2026;

(hereinafter referred to as the “**Examined Documents**”).

As to the facts upon which this opinion is based, we have relied, with your consent, upon the foregoing and upon certificates of public officials and certificates and written statements (including the representations and warranties made in the Transaction Documents) of officers, management board members, members of the board of directors, employees and representatives of, and accountants and auditors for, the Company, and the due performance by the parties of their respective obligations set forth in the Transaction Documents, and we have assumed, in this regard, the truthfulness of such representations. We have not independently established the facts so relied on.

In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as original documents and the conformity to original documents of all documents submitted to us as copies. In addition, we have assumed that (i) all natural persons who are signatories to the Transaction Documents have the legal capacity and competence to enter into and perform their respective obligations under the Transaction Documents; (ii) each of the parties to the Transaction Documents (other than the Company) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization; (iii) each of the parties to the Transaction Documents (other than the Company) has the requisite power and authority and has taken the legal action necessary to enter into and perform all of its respective obligations thereunder and to consummate the transactions contemplated thereby; (iv) the Transaction Documents have been duly authorized, executed and delivered by each of the parties thereto (other than the Company); (v) the offering restrictions contained in the Prospectus Supplement have been and will be complied with; (vi) the Subscription Forms constitute valid, binding and enforceable obligation of each party thereto under all applicable laws, in particular the laws of the State of New York by which they are expressed to be governed; (vii) all required authorizations of any kind (including corporate, legal, regulatory, governmental, contractual, etc.), other than with respect to the Company, have been validly and unconditionally obtained by any appropriate means by each signatory, and were valid under the laws that govern its legal existence; (viii) that the execution of the Transaction Documents by the Company and the performance of its obligations thereunder was serving their corporate interests (*conforme à son intérêt social*); and (ix) that no decision, proceedings, filing or request relating to any proceedings set out in Book VI of the French Commercial code (*Livre VI du Code de commerce*) has been taken, initiated or filed against the Company between the date of the Examined Documents and this opinion.

We have further assumed that there has been no oral modification of, or amendment or supplement (including any express or implied waiver, however arising) to, any of the Examined Documents or any other documents or instruments used by us to form the basis of the opinion expressed below and that such documents are in full force and effect at all times at which the New Shares are issued, offered, or sold by the Company.

This opinion is rendered by us as lawyers before the Paris Appeal Court and is furnished to you in connection with the legal matters enumerated below, speaks only as of the date hereof and is limited to the laws of France as in effect on the date hereof as currently construed by the French *Conseil Constitutionnel*, *Cour de Cassation* and *Conseil d'Etat* in their decisions as published in major legal journals. We do not express any opinion as to any laws other than French laws as in effect on the date hereof. We express no opinion as to matters of facts. We did not establish or verify the accuracy of facts or the reasonableness of any statement or intention contained in the Examined Documents, or verify that no substantial fact or contractual stipulation has been omitted from the Examined Documents. We express no opinion as to tax matters. We have not undertaken to advise you of any subsequent changes in French law, in the legal status of the Company or any other fact, which hereafter may come to our attention and would be likely to affect the matters evoked herein.

On the basis of the foregoing and such examination of law as we have deemed necessary, and subject to the assumptions, limitations and qualifications set forth in this letter, we are of the opinion that (i) the issuance of the New Shares has been duly authorized; and (ii) the New Shares, when issued by the Company in accordance with the Shareholders' Resolutions and the decisions of the Board and of the CEO, pursuant to, and in accordance with, the Subscription Forms, upon payment of the consideration provided therein (as the case may be, by set off against, certain, liquid and due receivables) to the Company and the issuance, by the Company's statutory auditors, of the certificate referred to in Article L.225-146 of the Commercial Code (which serves as the depositary's certificate) in respect of the New Shares, will be validly issued, fully paid, and non-assessable.

The opinion expressed above is subject to the following qualifications:

- (i) This opinion is subject to the effect of any laws or regulations relating to bankruptcy, insolvency, moratorium, *ad hoc* mandate (*mandat ad hoc*), conciliation, accelerated judicial safeguard (*procédure de sauvegarde accélérée*), judicial recovery proceedings (*redressement judiciaire*) or judicial liquidation proceedings (*liquidation judiciaire*), winding-up, or any other analogous proceedings or circumstances and, as a general rule, subject to the effect of any laws or regulations amending and/or protecting the creditors' rights. In particular, we do not express any opinion herein as to the enforceability and effectiveness of rights, obligations or recourses of any party to the Examined Documents in the event where one of the proceedings set out in Book VI of the French Commercial code (*Livre VI du Code de commerce*) would be initiated, or any other similar proceedings would be initiated in a foreign jurisdiction.

- (ii) It should be noted that any such event affecting the Company does not necessarily give rise to immediate formalities at the relevant Register of Commerce and Companies (*Registre du Commerce et des Sociétés*) and that, once such formalities have been carried out, they are not necessarily recorded immediately on the K-bis or the Good Standing Certificate, which are accordingly not conclusive as to the occurrence of any such event. It should also be noted that the opening of *ad hoc* mandate (*mandat ad hoc*) or conciliation (*conciliation*) proceedings never appears on such document.
- (iii) This opinion is subject to French courts' sovereign powers of interpretation of agreements (to find out the original intention of the parties when it has not been clearly stated) and appreciation of facts.

This opinion is addressed to you solely for your benefit in connection with the Prospectus Supplement.

It is not to be transmitted to anyone else nor is it to be relied upon by anyone else or for any other purpose or quoted or referred to in any public document (other than the Prospectus Supplement) or filed with anyone without our prior written express consent.

We hereby consent to the filing with the U.S. Securities and Exchange Commission of this opinion as Exhibit 5.1 to the Current Report on Form 6-K, filed on the date hereof by the Company and incorporated by reference into the Registration Statement filed by the Company to effect the registration of the New Shares under the Securities Act and to the reference to Dechert (Paris) LLP under the caption "Legal Matters" in the prospectus constituting a part of such Registration Statement and the Prospectus Supplement. In giving such consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules and regulations of the U.S. Securities and Exchange Commission promulgated thereunder.

This opinion is governed by French law and must be construed in accordance with French law.

Very truly yours,

/s/ Dechert (Paris) LLP

THIS PURCHASE AGREEMENT is dated 4 May 2026 and made between:

- (1) **TCG Crossover Fund I, L.P.**, a Delaware limited partnership managed by TCG Crossover GP I, LLC as the general partner, organized and existing under the laws of Delaware, having its registered office located at c/o Corporation Trust Center 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, USA, registered in Delaware under number 4663910, represented by Chen Yu, duly authorised for the purposes hereof (hereafter, “**TCG Crossover**”),
- (2) **VHCP ABVX Holdings, LLC**, a Delaware limited liability company managed by Venrock Adviser, LLC, a limited liability company organized and existing under the laws of Delaware, having its registered office located at 7 Bryant Park, 23<sup>rd</sup> Floor, New York, NY 10018, duly authorised for the purposes hereof (hereafter, “**Venrock**”),
- (3) **Deep Track Biotechnology Master Fund, Ltd.**, a Cayman Islands Exempted Company managed by Deep Track Capital LP, a limited partnership, organized and existing under the laws of Delaware, USA, having its registered office located at c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808, registered with the State of Delaware under number 003771250 represented by Corporation Service Company, duly authorised for the purposes hereof (hereafter, “**Deep Track**”),
- (4) **Sofinnova Crossover I SLP**, a French limited partnership managed by Sofinnova Partners SAS, a *société par actions simplifiée*, organized and existing under the laws of France, having its registered office located at 7-11 boulevard Haussmann, 75009 Paris, France, registered with the Paris trade and companies registry under number 413 388 596 represented by Kinam Hong, duly authorised for the purposes hereof (hereafter, “**Sofinnova**”),
- (5) **Invus Public Equities, L.P.**, a limited partnership, organized and existing under the laws of Bermuda, having its office located at 750 Lexington Ave, 30<sup>th</sup> floor, New York, NY 10022, registered with the Bermuda Office of the Registrar of Companies under number 34936, represented by Philip Bafundo, duly authorised for the purposes hereof (hereafter, “**Invus**”),
- (6) **FPCI BioMedTech**, a French *fonds professionnel de capital investissement* (FPCI) managed by Truffle Capital, a *société par actions simplifiée*, organized and existing under the laws of France, having its registered office located at 62 rue de Miromesnil, 75008 Paris, France, registered with the Trade and Company Register of Paris under number 432 942 647, represented by Dr. Philippe Pouletty, duly authorised for the purposes hereof (hereafter, “**Truffle BioMedTech**”),
- (7) **Santé Holdings SRL**, a limited liability company organized and existing under the laws of **Italy**, having its registered office located at Milan, Via Andrea Doria 7, registered with Milan business register under number 03992120968 represented by Paolo Rampulla, President of the Board of Director, duly authorised for the purposes hereof (hereafter, “**Santé Holdings**”),  
(the Parties (1) to (7) above are hereinafter referred to, each individually as a “**Seller**”, and together as the “**Sellers**”),  
and
- (8) **Abivax**, a French *société anonyme à conseil d’administration*, having its registered office located at 7-11 boulevard Haussmann, 75009 Paris, France, registered with the trade and companies register of Paris under number 799 363 718, represented by its Chief Executive Officer, Mr. Marc de Garidel, duly authorised for the purposes hereof;

(the “Company” or the “Purchaser”),

**WHEREAS:**

- (A) As of the date hereof, each of the Sellers is the holder of one (1) royalty certificate of the Company (the “Certificates”) as further detailed in Appendix A.
- (B) The terms and conditions of the Certificates are set forth in Appendix B (the “Terms and Conditions”).
- (C) It is recalled that pursuant to Condition 4 of the Terms and Conditions, and subject to compliance with applicable Laws (as defined in the Terms and Conditions), the Company may at any time purchase any Certificate at the price to be agreed with the relevant Seller.
- (D) The Sellers have indicated their intention to sell, and the Purchaser has indicated its intention to acquire, the Certificates under the terms and conditions of this Agreement.
- (E) This Agreement sets forth the terms and conditions of the transfer of the Certificates from the Sellers to the Purchaser.

**IT IS AGREED AS FOLLOWS:**

**1 DEFINITIONS**

1.1 In this Agreement, unless otherwise stated or the context requires otherwise:

|                            |  |
|----------------------------|--|
| <b>5-Day VWAP</b>          | means the volume-weighted average trading price of the ADRs on the Nasdaq Global Market over the five consecutive trading days ending on and including the trading day immediately preceding the date hereof, as reported by Bloomberg L.P.  |
| <b>ADR</b>                 | means a U.S. dollar-denominated negotiable receipt evidencing underlying ordinary shares of the Company that will be held by the Depository.   |
| <b>Affiliate</b>           | shall have the meaning ascribed to it in the Terms and Conditions.   |
| <b>Agreement</b>           | means this purchase agreement, including its recitals and any Appendix.  |
| <b>Business Day</b>        | means a day (other than a Saturday or Sunday) on which banks are open for business in France and in the United States of America.  |
| <b>Cash Purchase Price</b> | means the portion of the Purchase Price set forth in Appendix A and paid in cash to the Sellers pursuant to Article 4.4.   |
| <b>Closing Date</b>        | means the earliest practicable date following the Ordinary Shares Settlement Date on which the New ADRs can be issued by the Depository, as reasonably determined by the Purchaser, it being specified that such date shall be no later than the first (1st) Business Day following the Ordinary Shares Settlement Date. |

|  |   |
|--|---|
| <b>Depository</b>                      | means Citibank, N.A., in its capacity as depository for the Company's sponsored ADR facility.   |
| <b>Ordinary Shares Settlement Date</b> | means May 7, 2026, or such other date as may be agreed in writing between the Sellers and the Purchaser.  |
| <b>Parties</b>                         | means the parties to this Agreement and "Party" means any one of them.  |
| <b>Register</b>                        | means the register of holders of royalty certificates ( <i>registre des titulaires de certificats</i> ) of the Company.                                   |
| <b>SEC</b>                             | means the U.S. Securities and Exchange Commission.  |
| <b>Securities Act</b>                  | means the U.S. Securities Act of 1933, as amended, and all of the rules and regulations promulgated thereunder.   |
| <b>Sellers' Bank Accounts</b>          | means the accounts of each of the Sellers for the payment of the Cash Purchase Price, the details of which are provided in Appendix C.                    |
| <b>Sellers' Securities Accounts</b>    | means the accounts of each of the Sellers to which the New ADRs (as defined below) shall be transferred, the details of which are provided in Appendix D. |

## 2 CONSTRUCTION

- 2.1 Unless otherwise stated or the context requires otherwise, any references in this Agreement to:
- (a) a Party or any other person includes its successors, assignees, transferees or novated parties;
  - (b) a person means any individual, firm, company, corporation, government or state, or any association, trust, partnership or other entity; and
  - (c) a provision of law is a reference to that provision as amended or re-enacted.
- 2.2 The intention of the Parties as expressed in this Agreement and any English legal terms used herein shall be interpreted in accordance with their French legal equivalents.
- 2.3 No provision of this Agreement shall be interpreted against a Party solely on the grounds that the Party in question was responsible for the drafting of that provision.

- 2.4 Article and Appendix headings are for reference purposes only, and references to Articles or Appendices are references to articles or appendices of this Agreement.
- 2.5 References in this Agreement to “Dollars,” “USD,” or “\$” shall mean the lawful currency of the United States of America.

### 3 SALE AND PURCHASE OF THE CERTIFICATES

- 3.1 Subject to the terms and conditions set forth in this Agreement, the Sellers agree to sell the Certificates to the Purchaser and the Purchaser agrees to purchase the Certificates from the Sellers.
- 3.2 The transfer of the Certificates shall occur on the Closing Date subject to both of the following conditions being satisfied: (i) receipt by each Seller of its Cash Purchase Price and Rounding Cash Payment (if any) in immediately available funds in USD; and (ii) written confirmation of the crediting of each Seller’s New ADRs to its Securities Account as set forth in Appendix D. No Seller shall be obligated to transfer its Certificate unless and until both conditions are satisfied with respect to such Seller.

### 4 PURCHASE PRICE

- 4.1 As consideration for the Certificates, the Purchaser shall pay to the Sellers a purchase price (the “**Purchase Price**”) equal to US\$ 90,000,000, payable on the Closing Date for the Cash Purchase Price and payable on the Ordinary Shares Settlement Date for the Roll-over Amount, and allocated between the Sellers as set forth in Appendix A.
- 4.2 The Purchase Price shall consist of:
- (a) a cash payment of US\$ 45,000,000 (the “**Cash Purchase Price**”), allocated between the Sellers as set forth in Appendix A; and
  - (b) the Roll-over Amount (as defined below) to be invested in New ADRs with an aggregate value equal to US\$ 45,000,000.
- 4.3 The Purchase Price shall be final and not subject to any adjustment. Each Party confirms that it has had access to all information relevant to its assessment of the Purchase Price and hereby waives any right to seek a revision thereof.
- 4.4 The Cash Purchase Price, allocated between the Sellers as set forth in Appendix A, shall be paid, together with any applicable Rounding Cash Payment (as defined below), on the Closing Date by wire transfer in immediately available USD funds to the Sellers’ Bank Accounts.
- 4.5 The Sellers expressly accept and agree to grant to the Purchaser an interest-free vendor’s loan (*crédit vendeur*) in a total amount equal to US\$ 45,000,000 (the “**Roll-over Amount**”), allocated between the Sellers as set forth in Appendix A. The Roll-over Amount shall be set-off against the subscription price of the New ADRs (as defined below) to be issued by the Purchaser to the Sellers under Article 4.6 (pursuant to Article L.225-146 of the French Code de commerce) and is therefore payable on the Ordinary Shares Settlement Date (*créance certaine, liquide et exigible*) following a statement of claim (*arrêté de créance*) which has been duly certified by the Company’s auditors.

- 4.6 Each of the Sellers undertakes to reinvest its allocable portion of the Roll-over Amount in the Purchaser through the subscription of newly issued ADRs (the “**New ADRs**”). The number of New ADRs to be issued to each Seller shall be calculated by dividing such Seller’s Roll-over Amount by the 5-Day VWAP, rounded down to the nearest whole ADR. No later than on the date preceding the Ordinary Shares Settlement Date, each of the Sellers shall deliver to the Purchaser a duly executed copy of the corresponding subscription form (*bulletin de souscription*) for the ordinary shares underlying the New ADRs, substantially in the form attached as Appendix E.
- 4.7 The number of New ADRs issuable to each Seller shall be rounded down to the nearest whole ADR. Any fractional ADR entitlement resulting from such rounding shall not be forfeited. Instead, the Purchaser shall pay to each Seller, on the Closing Date by wire transfer in immediately available funds to such Seller’s Bank Account, a cash amount equal to such fractional entitlement multiplied by the 5-Day VWAP (the “**Rounding Cash Payment**”). The Rounding Cash Payment shall be in addition to, and not in lieu of, any portion of the Cash Purchase Price. For the avoidance of doubt, no Seller shall suffer any loss of value as a result of rounding.
- 4.8 On the Ordinary Shares Settlement Date, the Company will provide the Sellers with the executed minutes of the Board of Directors (*conseil d’administration*) of the Company (including by way of written consultation), itself empowered by a delegation of authority granted by the Company’s general meeting, acknowledging that the ordinary shares underlying the new ADRs have been duly issued to the Depository for the benefit of the Sellers.

## **5 TRANSFER OF THE CERTIFICATES**

- 5.1 No later than two Business Days prior to the Closing Date, the Purchaser shall instruct the Depository to prepare for the issuance of the New ADRs in the amounts to be calculated pursuant to Article 4.6. On the Ordinary Shares Settlement Date, the Purchaser shall issue the underlying ordinary shares to the Depository. On the Closing Date, the Purchaser shall (i) cause the Depository to issue the New ADRs and credit them to each Seller’s Securities Account as set forth in Appendix D; and (ii) deliver to each Seller written confirmation from the Depository confirming the crediting of such Seller’s New ADRs.
- 5.2 The Parties undertake to execute and deliver any document necessary to give effect to the issuance of the New ADRs and this Agreement.
- 5.3 The Purchaser further undertakes to deliver to the Sellers proof of irrevocable bank transfer orders to the Sellers’ Bank Accounts corresponding to the payment of the Cash Purchase Price and any applicable Rounding Cash Payment in accordance with Article 4.4 no later than on the Closing Date.
- 5.4 The Parties instruct and authorise the Company to register the transfer of the Certificates in the Register on the Closing Date. This Agreement shall serve as a transfer form (*ordre de mouvement*) with regards to the transfer of the title to the Certificates.

## 6 REPRESENTATIONS AND WARRANTIES BY THE SELLERS

Each Seller, severally and not jointly, represents and warrants to the Purchaser that, on the date hereof and on the Closing Date:

- (a) it is duly organized and validly existing under the laws of its jurisdiction of incorporation, with full power to conduct its business as conducted on the date of this Agreement;
- (b) it has full capacity and power to enter into this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution, delivery, and performance of this Agreement by each Seller have been duly authorized and approved by all necessary corporate action and do not require any further authorization or consent of its corporate bodies or shareholders;
- (c) this Agreement constitutes such Seller's legal, valid, binding, and enforceable obligations;
- (d) neither the execution and delivery of, nor the performance of obligations under, this Agreement by any Seller will constitute a breach of (i) such Seller's articles of association, (ii) any contractual commitment of such Seller that would materially affect the validity or enforceability of this Agreement, or (iii) any applicable law, regulation, judgment, or order of any court, governmental authority, or arbitral tribunal by which such Seller is bound;
- (e) it is the sole legal and beneficial owner of its Certificate, free and clear of any lien, charge, security interest, pledge, option, or other encumbrance, restriction, or third-party right;
- (f) it is an institutional "accredited investor" within the meaning of Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act and it is either (x) a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) or (y) an "institutional account" as defined by FINRA Rule 4512(c);
- (g) (x) it is capable of evaluating the merits and risk of such investment and (y) it has not been organized for the purpose of acquiring the New ADRs. The Seller understands and agrees that the offering and sale of the New ADRs by the Company has not been registered under the Securities Act or any applicable state securities laws and is being made in reliance upon federal and state exemptions for transactions not involving a public offering which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of such Seller's representations as expressed herein;
- (h) it is subscribing for the New ADRs solely for such Seller's own account and not for the account of others, and not with a view to the resale or distribution of any part thereof in violation of the Securities Act, and such Seller has no present intention of selling, granting any participation in, or otherwise distributing the same in violation of the Securities Act without prejudice, however, to the Seller's right at all times to sell or otherwise dispose of all or any part of such New ADRs in compliance with applicable federal and state securities laws;
- (i) (x) it is a sophisticated investor, experienced in investing in private placements of equity securities and capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities and (y) has exercised independent judgment in evaluating its participation in the subscription of the New ADRs. The Seller acknowledges that it is aware that there are substantial risks incident to the subscription and ownership of the New ADRs, including those set forth in the Company's filings with the SEC. Alone, or together with any professional advisor(s), the Seller has adequately analyzed and fully considered the risks of an investment in the New ADRs and determined that the New ADRs are a suitable investment for the Seller;

- (j) nothing in this Agreement or any other materials presented by or on behalf of the Company to the Seller in connection with the subscription of the New ADRs constitutes legal, tax or investment advice. The Seller has consulted such legal, tax and investment advisors as it, in such Seller's sole discretion, has deemed necessary or appropriate in connection with its purchase of the New ADRs; and
- (k) it is subscribing for the New ADRs directly from the Company. The Seller became aware of this offering of the New ADRs through the Company as a result of a pre-existing, substantive relationship with the Company and/or its advisors (including, without limitation, attorneys, accountants, bankers, consultants and financial advisors), agents, control persons, representatives, affiliates, directors, officers, managers, members, and/or employees, and/or the representatives of such persons. The Seller is not subscribing for the New ADRs as a result of any general advertising, or, to its knowledge, general or public solicitation as defined in Regulation D under the Securities Act.

The representations and warranties set forth in this Article 6 constitute the sole representations and warranties given by the Sellers. No other representations or warranties, whether express, implied, statutory, or contractual, shall apply.

## **7 REPRESENTATIONS AND WARRANTIES BY THE PURCHASER**

The Purchaser represents and warrants to each Seller that, on the date of this Agreement and on the Closing Date:

- (a) it has the capacity and right to enter into this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby;
- (b) the execution and delivery by the Purchaser of, and the transactions contemplated by, this Agreement do not and will not:
  - (i) result in a breach, violation or acceleration of, or a default under, any other agreement or instrument to which the Purchaser is a party or by which it is bound;
  - (ii) result in a breach of any law or regulation, of any judgment by any court, of any decision of a governmental authority or any arbitration award by which it is bound; or
  - (iii) require the consent of any person (including any ascendant, spouse, descendant or any third party), or if such consent is required, it has been obtained and is in full force and effect;
- (c) all corporate and contractual action on the part of the Company and its directors, officers and stockholders necessary for the authorization, execution and delivery of this Agreement by the Company, the authorization, sale, issuance and delivery of the New ADRs and the performance of all of the Company's obligations under this Agreement has been taken or will be taken prior to the Closing Date;

- (d) the issuance of the ordinary shares underlying the New ADRs has been duly authorized by the Company's shareholders' meeting dated June 6, 2025 under its #26 resolution and will be decided by the Board of Directors (*conseil d'administration*) of the Company pursuant to the delegations granted by such shareholders' meeting and the ordinary shares underlying the New ADRs, when issued, delivered and paid for pursuant to this Agreement, will have been duly and validly issued and delivered in accordance with the laws and regulations of France, fully paid and free from all liens, claims and encumbrances. Such ordinary shares will have the benefit of all rights attaching thereto and will be entitled to any dividend for the financial year that started or will start on the first day of the financial year during which such ordinary shares are subscribed and the following financial years, and there is no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation or dissolution of the Company among such ordinary shares and other outstanding ordinary shares;
- (e) the New ADRs, when issued and delivered pursuant to this Agreement, will be duly authorized, validly issued, fully paid and non-assessable, and free and clear of all liens, encumbrances and restrictions, other than restrictions arising under applicable securities laws;
- (f) the Company has complied with and will comply in all material respects with all applicable laws or regulations in connection with the transactions contemplated by this Agreement, including any applicable filing and notice requirements including the provisions of Regulation (EU) 2017/1129 (as amended on December 4, 2024 by Regulation (EU) 2024/2809);
- (g) the Company does not have any inside information (within the meaning of Article 7 of Regulation EU 596/2014 of April 16, 2014 on market abuse, as amended ("**MAR**")) concerning the Company taken as a whole and/or the securities of the Company that has not been publicly disclosed (irrespective of any legal basis to postpone such publication thereof) other than the existence and the content of this Agreement. None of the allotment and the issue of the ordinary shares underlying the New ADRs and the consummation of the transactions contemplated by this Agreement will constitute a violation by the Company of any applicable "insider dealing," "insider trading" or similar legislation;
- (h) the Company's Form F-6 registration statement relating to the ADRs is effective, no stop order has been issued or threatened with respect thereto, and the Depositary is authorized to issue the New ADRs thereunder;
- (i) the Company's shelf registration statement on Form F-3ASR (File No. 333-288884) is effective, no stop order has been issued or is pending or threatened with respect thereto, and no SEC review of such registration statement is pending or, to the Company's knowledge, contemplated;
- (j) the Company is current in all filings required under the Securities Exchange Act of 1934, as amended, including its most recent Form 20-F and all Forms 6-K required to be filed;
- (k) the New ADRs have been approved for listing on the Nasdaq Global Market, subject only to official notice of issuance; and

- (l) this Agreement constitutes its legal, valid, binding and enforceable obligation.

## **8 ENTIRE AGREEMENT**

This Agreement contains the full, final and complete understanding between the Parties relating to its subject matter, and supersedes all prior negotiations, agreements, understandings or arrangements, whether written or oral, pertaining to the Certificates.

## **9 CONFIDENTIALITY**

9.1 Each Party undertakes to treat as strictly confidential all information received or obtained in connection with the negotiation or performance of this Agreement, including information relating to:

- (a) the negotiation of this Agreement,
- (b) the provisions of this Agreement,
- (c) with respect to the Sellers: the Purchaser or its Affiliates; and
- (d) with respect to the Purchaser: the Sellers or their respective Affiliates.

9.2 Notwithstanding the foregoing, a Party may disclose confidential information if, and to the extent that:

- (a) such disclosure is required under applicable Law (as defined in the Terms and Conditions), by the rules of a recognized stock exchange on which its shares (or those of any of its Affiliates) are listed, or by a decision or order of a Governmental Entity (as defined in the Terms and Conditions);
- (b) such disclosure is made on a confidential basis to its legal counsel in connection with the Agreement;
- (c) such information has become publicly available other than through a breach of this Article by the disclosing Party;
- (d) such disclosure is necessary to allow it to assert its rights under this Agreement; or
- (e) the other Party gave its prior written consent to such disclosure.

9.3 This Article 9 shall remain in effect for a period of three (3) years from the date of this Agreement.

## **10 PRESS RELEASE / FILINGS**

Any announcement, publication, or public communication regarding the Parties' entry into this Agreement, or regarding the Certificates, may be made or released by or on behalf of the Sellers only with the prior written consent of the Purchaser. The Sellers acknowledge that the Purchaser will issue a press release and file a Form 6-K with the SEC regarding the purchase of the Certificates in compliance with its obligations under applicable securities laws and regulations and will include any disclosures required by the SEC and/or the French *Autorité des Marchés Financiers* in any subsequent filings.

## 11 COSTS

Each of the Parties shall (unless otherwise stipulated) assume the costs and expenses it has incurred in preparing, negotiating and entering into this Agreement, including all costs, fees or disbursements of any advisors (attorneys, investment banks, accountants, etc.).

## 12 REGISTRATION RIGHTS

- 12.1 No later than the Closing Date (the “**Registration Deadline**”), the Company shall file a prospectus supplement (the “**Prospectus**”) to its shelf registration statement on Form F-3ASR (File No. 333-288884) (the “**Registration Statement**”), which shall be automatically effective upon filing pursuant to the Securities Act, registering the resale of the New ADRs (including the underlying ordinary shares represented thereby) by the Sellers as selling securityholders; provided, however, that the Company’s obligations to include the New ADRs held by a Seller in the Prospectus are contingent upon such Seller furnishing in writing to the Company such information regarding such Seller, the securities of the Company held by such Seller and the intended method of disposition of such securities as shall be reasonably requested by the Company to effect the registration of the New ADRs, and shall execute such documents in connection with such registration as the Company may reasonably request that are customary of a selling stockholder in similar situations. The Company will use its reasonable best efforts to keep the Prospectus continuously effective until the date on which all New ADRs covered by the Prospectus have been sold thereunder in accordance with the plan and method of distribution disclosed in the Prospectus, or if earlier, such time as the New ADRs may be sold freely under Rule 144 without any volume or manner of sale restrictions. For the avoidance of doubt, the Company’s obligation to maintain the effectiveness of the Prospectus shall not be deemed satisfied solely by the theoretical availability of Rule 144 to any Seller whose ability to rely on Rule 144 is limited by virtue of such Seller’s status as an affiliate of the Company or otherwise. The Company shall, promptly following such filing and in any event within one Business Day thereof, deliver to each Seller written confirmation that the Prospectus has been filed with the SEC and is effective, together with a copy of the filed Prospectus.
- 12.2 The Company may suspend the use of the Prospectus (a “**Blackout Period**”) only if the Company’s Board of Directors (*conseil d’administration*) determines in good faith that disclosure of material non-public information would be required that the Company has a bona fide business reason to keep confidential. The Company shall provide prompt written notice to each Seller of any Blackout Period and of its termination.
- 12.3 The New ADRs shall not be subject to any lock-up, transfer restriction, market stand-off agreement, or similar limitation following their issuance and crediting to the Sellers’ Securities Accounts. The Company hereby waives any right to impose or seek any such restriction on the Sellers’ ability to sell, transfer or otherwise dispose of the New ADRs following the Closing Date.

## 13 REMEDIES, ENFORCEABILITY AND SPECIFIC PERFORMANCE

- 13.1 The Parties expressly acknowledge that the payment of damages alone would not constitute a sufficient remedy for any breach by the Sellers or the Purchaser of their respective obligations under this Agreement. Accordingly, the Parties acknowledge the benefit of the provisions of Article 1221 et seq. of the French Civil Code, and that each of the Purchaser and the Sellers may request specific performance (*exécution forcée*) of this Agreement in order to obtain the

transfer of the Certificates or the payment of the Purchase Price, including through summary proceedings (*en référé*), without prejudice to any other remedies to which they may be entitled, including the payment of damages. The Sellers and the Purchaser agree not to assert that a remedy of specific performance is unenforceable, invalid, contrary to law, or inequitable for any reason, nor to object to such remedy on the basis that monetary damages would provide an adequate remedy for any such breach.

- 13.2 If any provision herein is held to be void, unenforceable, invalid, illegal or inapplicable, the legality, enforceability, validity and applicability of the other provisions of this Agreement shall not be affected or impaired thereby. In such case, the Parties shall negotiate in good faith a lawful substitute provision to replace the void, unenforceable, invalid, illegal or inapplicable provision that shall be consistent with the intent and object of the original provision.

#### **14 GOVERNING LAW**

This Agreement is governed by and shall be construed in accordance with French law.

#### **15 JURISDICTION**

- 15.1 Any dispute arising out of or in connection with this Agreement, including any dispute regarding its existence, validity, interpretation, performance or termination (a “**Dispute**”), shall be subject to the exclusive jurisdiction of the Court of Economic Affairs of Paris (*Tribunal des activités économiques de Paris*).
- 15.2 Each Party agrees that the courts specified in Article 15.1 are the most appropriate and convenient courts to settle any Dispute and accordingly no Party will argue to the contrary.

#### **16 ELECTRONIC SIGNATURE**

By express agreement constituting an agreement on proof, the Parties have agreed to sign this Agreement, in accordance with the provisions of Articles 1366 et seq. of the French Civil Code, through the DocuSign platform ([www.docusign.com](http://www.docusign.com)).

*[Signature pages follow]*

**The Sellers**

/s/ Chen Yu

**TCG Crossover Fund I, L.P.**

Represented by: Chen Yu

Duly Authorized

*[Signature Pages to Royalty Certificate Purchase Agreement]*

/s/ Sherman Souther

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**VHCP ABVX Holdings, LLC**  
Represented by: Sherman Souther  
Duly Authorized

*[Signature Pages to Royalty Certificate Purchase Agreement]*

/s/ Nir Messafi

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**Deep Track Biotechnology Master Fund, Ltd.**

Represented by: Nir Messafi

Duly Authorized

*[Signature Pages to Royalty Certificate Purchase Agreement]*

/s/ Kinam Hong

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**Sofinnova Crossover I SLP**

Represented by: Kinam Hong

Duly Authorized

*[Signature Pages to Royalty Certificate Purchase Agreement]*

/s/ Philip Bafundo

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**Invus Public Equities, L.P.**  
Represented by: Philip Bafundo  
Duly Authorized

*[Signature Pages to Royalty Certificate Purchase Agreement]*

/s/ Philippe Pouletty

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**Truffle BioMedTech**

Represented by Truffle Capital,  
itself represented by Mr. Philippe  
Pouletty

Duly Authorized

*[Signature Pages to Royalty Certificate Purchase Agreement]*

/s/ Paolo Rampulla

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**Santé Holdings Srl**

Represented by: Paolo Rampulla

Duly Authorized

*[Signature Pages to Royalty Certificate Purchase Agreement]*

**The Purchaser**

/s/ Marc de Garidel

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**Abivax**

Represented by Mr. Marc de Garidel

Duly Authorized

*[Signature Pages to Royalty Certificate Purchase Agreement]*



**Abivax Announces Repurchase of  
Royalty Certificates and Pricing of \$45M  
(€38.5M) Offering of American  
Depository Shares**

- *Cash runway remains into Q4 2027, supporting continued funding of clinical programs and pre-commercial planning activities*
- *Royalty overhang materially reduced, enhancing financial flexibility to support future commercialization efforts*

**PARIS, France – May 5, 2026 – 8:00 am CEST – Abivax SA** (Euronext Paris: FR0012333284 – ABVX) (“Abivax” or the “Company”), a clinical-stage biotechnology company focused on developing therapeutics that harness the body’s natural regulatory mechanisms to modulate the immune response in patients with chronic inflammatory diseases, today announces (i) the execution of a purchase agreement (the “Purchase Agreement”) for the royalty certificates issued by the Company in September 2022 (the “Royalty Certificates”), to be partially paid in shares, and (ii) consequently, the pricing of a \$45 million offering of 403,347 ordinary shares (“Ordinary Shares”) represented by American Depository Shares (“ADSs”), each representing one Ordinary Share, €0.01 nominal value per share, of the Company, to the benefit of the Royalty Certificates’ holders (the “Holders”) at an offering price of \$111.57 per ADS (the “Offering”).

The offering price of \$111.57 per ADS (corresponding to €95.34 per Ordinary Share), based on the exchange rate of €1.00 = \$1.1702 as published by the European Central Bank on April 30, 2026, is equal to the volume-weighted average trading price of the ADSs on the Nasdaq Global Market over the five consecutive trading days ending on and including the trading day immediately preceding the pricing of the Offering (i.e., from April 27, 2026 to May 1, 2026) and has been determined by the Board of Directors pursuant to the 26<sup>th</sup> resolution of the Company’s combined shareholders’ meeting held on June 6, 2025 (the “General Meeting”).

**Didier Blondel, Chief Financial Officer of Abivax, said:** *“Strengthening our balance sheet remains a core priority as we continue to reduce legacy obligations. The current market environment presents a compelling opportunity to proactively repurchase these royalty certificates on attractive terms, allowing us to simplify our capital structure and enhance long-term shareholder value.”*

**Purchase of the Royalty Certificates**

The Royalty Certificates have been issued to TCG Crossover Fund I, L.P., VHCP ABVX Holdings, LLC, Deep Track Biotechnology Master Fund, Ltd., Sofinnova Crossover I SLP, Invus Public Equities, L.P., FPCI BioMedTech and Santé Holdings Srl pursuant to a decision of the Board of Directors of the Company held on August 31, 2022.

Pursuant to the Purchase Agreement entered into between the Company and the Holders on May 4, 2026, the Holders have agreed to sell, and the Company has agreed to purchase, all of the Royalty Certificates for a purchase price equal to \$90 million, of which \$45 million shall be paid in cash on the closing date, expected on or about May 7, 2026.

The Holders have agreed to grant an interest-free vendor's loan (*crédit vendeur*) in a total amount equal to the remaining \$45 million, to be reinvested in the Company's securities and such loan will be set off against the subscription price of the ADSs to be issued by the Company to the Holders in the Offering. Such set-off, and the corresponding issuance and delivery of the ADSs to the Holders, is expected to occur on the closing date of the Offering, expected on or about May 7, 2026, at which time the vendor's loan will be fully extinguished.

The Royalty Certificates repurchased by the Company will be immediately cancelled by the Company.

### **Type of Offering**

The Ordinary Shares (in the form of ADSs) being issued in the Offering are being issued by way of a capital increase with cancellation of the preferential subscription rights of existing shareholders to the benefit of the Holders, pursuant to the 26th resolution of the General Meeting.

### **Expected Closing**

The Offering is expected to close on or about May 7, 2026, subject to the satisfaction of customary closing conditions.

### **Estimated Proceeds from the Offering**

As the subscription price of the Ordinary Shares (including in the form of ADSs) being issued in the Offering is to be paid by way of set-off against certain, liquid, and due claims against the Company, there will be no proceeds from the Offering.

### **Dilution**

The 403,347 Ordinary Shares (including in the form of ADSs) to be issued in the Offering will result in a dilution of approximately 0.5% of the share capital of the Company (on a non-diluted basis). On an illustrative basis, a shareholder holding 1% of the Company's share capital before the Offering would hold a stake of 0.99% after completion of the Offering.

### **Settlement and Delivery – Documentation**

The Company's ADSs are listed on the Nasdaq Global Market under the ticker symbol "ABVX." The Company's Ordinary Shares are listed on the regulated market of Euronext in Paris ("Euronext") under the symbol "ABVX."

The Ordinary Shares issued in the Offering are expected to be admitted to trading on Euronext on or about May 7, 2026. The ADSs representing the Ordinary Shares being issued in the Offering are expected to be admitted to trading on the Nasdaq Global Market on or about May 7, 2026.

The Ordinary Shares underlying the ADSs issued in the Offering will be subject to an application for admission to trading on Euronext on the same trading line as the existing Ordinary Shares of the Company currently listed on Euronext, under the same ISIN code FR0012333284.

An automatic shelf registration statement on Form F-3 (including a prospectus) relating to the Company's securities was filed with the Securities and Exchange Commission (the "SEC") on July 23, 2025, and became effective upon filing. The Company intends to file with the SEC a prospectus supplement (and accompanying prospectus) to register any potential resale of the ADSs (the "Prospectus Supplement"). These documents may be obtained free of charge by visiting EDGAR on the SEC's website at [www.sec.gov](http://www.sec.gov).

The Offering is not subject to a prospectus requiring an approval of the AMF.

### **Accounting Treatment**

The Company accounted for the repayment of the Royalty Certificates in accordance with applicable accounting standards, recognizing the transaction upon settlement and derecognizing the associated liability from its balance sheet. Any difference between the carrying value of the Royalty Certificates and the consideration paid will be recorded as a gain or loss in the Company's results of operations for quarter ended June 30, 2026.

### **Advisors**

Leerink Partners is acting as exclusive financial advisor to the Company in connection with the Offering.

Dechert (Paris) LLP and Cooley LLP are acting as legal advisors to the Company in connection with the Offering.

### **Cash Position and Runway**

The Company had cash, cash equivalents and short-term investments of €530.4 million as of December 31, 2025, providing a projected cash runway into Q4 2027 based on current operating assumptions.

After the repurchase of the Royalty Certificates, the Company's projected cash runway remains unchanged (into Q4 2027).

### **Risk Factors**

Potential investors should carefully consider the risks described under "Risk Factors" in the Prospectus Supplement, including the following risks:

- Future sales of ordinary shares or ADSs by existing shareholders could depress the market price of the ADSs and ordinary shares; and
- Raising additional capital, including as a result of this offering or of further offerings to finance the clinical programs or the commercialization of the Company's drug candidates, may cause dilution to the Company's shareholders, restrict its operations, or require it to relinquish rights to its drug candidates.

In addition, the Company draws attention to the risk factors related to the Company and its activities described under the caption “Risk Factors” in the Company’s Annual Report on Form 20-F filed with the U.S. Securities and Exchange Commission on March 23, 2026 and in Chapter 2 of the 2026 universal registration document filed with the French Financial Markets Authority (*Autorité des Marchés Financiers* – the “AMF”) under number D.26-0133 on March 23, 2026, which is available free of charge on the Company’s website at <https://ir.abivax.com/fr>, as well as on the AMF’s website at [www.amf-france.org](http://www.amf-france.org).

## **About Abivax**

Abivax is a clinical-stage biotechnology company focused on developing therapeutics that harness the body’s natural regulatory mechanisms to stabilize the immune response in patients with chronic inflammatory diseases. Based in France and the United States, Abivax’s lead drug candidate, obehazimod (ABX464), is in Phase 3 clinical trials for the treatment of moderately to severely active ulcerative colitis.

## **Contacts:**

Abivax Investor Relations  
Patrick Malloy  
[patrick.malloy@abivax.com](mailto:patrick.malloy@abivax.com)  
+1 847 987 4878

## **FORWARD-LOOKING STATEMENTS**

*This press release contains forward-looking statements, forecasts and estimates, including those relating to the Company’s business and financial objectives. Words such as “design,” “intend,” “expect,” “forward,” “future,” “can,” “could,” “may,” “might,” “potential,” “plan,” “project,” “should,” “will” and variations of such words and similar expressions are intended to identify forward-looking statements. These forward-looking statements include statements regarding the expected closing of the Offering, the period of time through which the Company anticipates its financial resources will be adequate to support its operations, as well as statements concerning or implying the therapeutic potential of Abivax’s drug candidates, clinical development plans, business and regulatory strategy, and anticipated future performance and other statements that are not historical fact. Although Abivax’s management believes that the expectations reflected in such forward-looking statements are reasonable, investors are cautioned that forward-looking information and statements are subject to various risks, contingencies and uncertainties, many of which are difficult to predict and generally beyond the control of Abivax, that could cause actual results and developments to differ materially from those expressed in, or implied or projected by, the forward-looking information and statements. A description of these risks, contingencies and uncertainties can be found in the documents filed by the Company with the AMF pursuant to its legal obligations, including its universal registration document (Document d’Enregistrement Universel), and in the Company’s Annual Report on Form 20-F filed with the U.S. Securities and Exchange Commission on March 23, 2026 under the caption “Risk Factors.” These risks, contingencies and uncertainties include among other things, the uncertainties inherent in research and development, future clinical data and analysis, decisions by regulatory authorities, such as the FDA or the EMA, regarding whether and when to approve any drug candidate, as well as their decisions regarding labelling and other matters that could affect the availability or commercial potential of such*

product candidates and the availability of funding sufficient for the Company's foreseeable and unforeseeable operating expenses and capital expenditure requirements. Special consideration should be given to the potential hurdles of clinical and pharmaceutical development including further assessment by the Company and regulatory agencies and IRBs/ethics committees following the assessment of preclinical, pharmacokinetic, carcinogenicity, toxicity, CMC and clinical data. Furthermore, these forward-looking statements, forecasts and estimates are made only as of the date of this press release. Readers are cautioned not to place undue reliance on these forward-looking statements. Abivax disclaims any obligation to update these forward-looking statements, forecasts or estimates to reflect any subsequent changes that the Company becomes aware of, except as required by law. Information about pharmaceutical products (including products currently in development) that is included in this press release is not intended to constitute an advertisement. This press release does not give and should not be treated as giving investment advice. It has no connection with the investment objectives, financial situation or specific needs of any recipient. It should not be regarded by recipients as a substitute for exercise of their own judgment. All opinions expressed herein are subject to change without notice.

#### **Disclaimers**

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

*The distribution of this press release may be subject to legal or regulatory restrictions in certain jurisdictions. Any person who comes into possession of this press release must inform him or herself of and comply with any such restrictions.*

*This announcement is not a prospectus within the meaning of the Prospectus Regulation.*

*In relation to each member state of the European Economic Area (each, a "Relevant Member State"), an offer of the securities referred to herein is not being made and will not be made to the public in that Relevant Member State, other than (i) to any legal entity which is a qualified investor as defined in the Prospectus Regulation, (ii) to fewer than 150 natural or legal persons per Relevant Member State, or (iii) in any other circumstances falling within Article 1(4) of the Prospectus Regulation; provided that no such offer of the securities referred to herein shall require the Company to publish a prospectus pursuant to Article 3 of the Prospectus Regulation. For the purposes of the above, the expression an "offer to the public" in any Relevant Member State shall have the meaning ascribed to it in Article 2(d) of the Prospectus Regulation.*

*This communication is being distributed only to, and is directed only at (a) persons outside the United Kingdom, (b) persons who have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "Order"), and (c) high net worth entities, and other persons to whom it may otherwise lawfully be communicated, falling within Article 49(2) of the Order (all such persons together being referred to as "relevant persons"). Any investment or investment activity to which this communication relates is available only to relevant persons and will be engaged in only with relevant persons. Any person who is not a relevant person should not act or rely on this communication or any of its contents.*

*Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the securities offered in the Offering has led to the conclusion in relation to the type of clients criteria only that: (i) the type of clients to whom the securities are targeted is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU, as amended ("MiFID II"); and (ii) all channels for distribution of the securities offered in the Offering to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Ordinary Shares (a "distributor") should take into consideration the manufacturers' type of clients assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Ordinary Shares offered in the Offering (by either adopting or refining the manufacturers' type of clients assessment) and determining appropriate distribution channels.*

*This press release has been prepared in both French and English. In the event of any discrepancies between the two versions of the press release, the French language version shall prevail.*