

2. AMENDMENTS

- 2.1. The Parties hereby agree that the definition of "Conversion Price" under Clause 1 shall be amended as follows:

""**Conversion Price**" means 91% of the lowest Closing VWAP of the Shares (as published by Bloomberg) during the applicable Pricing Period preceding the Conversion Date. To the extent this structure would not satisfy the applicable legal and regulatory requirements, the Parties shall endeavour to implement a structure that would convey the same economic benefit to the Investor.

In order to determine the Conversion Price, the result will be rounded down to the nearest 100,000th."

- 2.2. The Parties hereby agree that Clause 3.2 shall be amended as follows:

"Within one (1) Business Day following receipt of a Request in respect of a Tranche, subject to the satisfaction of the conditions set forth in Clause 3.3, the Investor shall exercise Tranche Warrants by delivering to the Issuer a Tranche Warrant exercise notice in accordance with Clause 9.1 in the form attached hereto as **Schedule 3** (a "**Tranche Warrant Exercise Notice**", the date of receipt of the Tranche Warrant Exercise Notice being the "**Tranche Warrant Exercise Date**"), and shall transfer the total subscription price of the Notes (which shall be equal to the par value of a Note multiplied by the total number of Notes to be issued (the applicable "**Tranche Warrant Exercise Price**") by electronic wire transfer in immediately available funds in Euros to a bank account designated by the Issuer by notice in writing in accordance with Clause 9.1 (or by another method of payment as may be agreed between the Investor and the Issuer). Evidence of such payment shall be satisfied by the delivery to the Issuer of an irrevocable wiring instruction giving effect to the above. The day on which such funds are transferred shall be a "**Closing Date**". On each Closing Date, the Issuer shall promptly send a notice to the Agent asking for the update of the securities accounts in which the Tranche Warrants, the Notes and the Warrants are registered to reflect the exercise of the Tranche Warrant, the registration of the Notes and the Warrants issued in the name of the Investor, and the payment of the Tranche Warrant Exercise Price. The aggregate principal amount of each Tranche shall be equal to EUR 2,500, it being provided that the aggregate principal amount of each Tranche may be increased or decreased upon mutual consent of the Investor and the Issuer. Warrants having the characteristics described in **Schedule 6**, will be issued together with the Notes of each Tranche. The number of Warrants issued together with the Notes of each Tranche shall be equal to **20%** of the aggregate par value of the Notes divided by the applicable Warrant Exercise Price, the resulting number of Warrants being rounded down to the nearest whole number. Upon issuance, the Warrants will be detached from the Notes."

- 2.3. The Parties hereby agree that Schedule 3 (Form of Tranche Warrant Exercise Notice) shall be amended as follows:

"(...)

Number of Warrants (rounded down) attached to the Notes: $[20\% \times (3)] / (6)$

(...)"