

## 2. AMENDMENTS

2.4 The Parties hereby agree that Clause 4.8 shall be deleted in its entirety and replaced with the following:

"If the closing price of the Shares on Euronext Growth (or on another market, as applicable) is lower than the nominal value of the Shares for a period of more than ten (10) consecutive Trading Days, the Issuer undertakes and agrees to, upon request of the Investor (i) convene an extraordinary shareholders' meeting, within a maximum 60-day period, to propose to reduce the Issuer's share capital by way of a reduction of the nominal value of the Shares to be divided by two (2) or at least reduced to the largest extent possible, and (ii) subject to the Issuer's shareholders approving this transaction, immediately proceed with such transaction.

**It is however specified that an Event of Default may only result from (i) above if the Issuer has received a prior written notification from the Investor requesting such extraordinary shareholders' meeting, and such meeting has not taken place in the time frame required (60 calendar days following delivery of the written notification by the Investor to the Issuer requesting such meeting take place with an additional buffer of 10 business days as provided by Clause 7 of the Agreement).**

2.5 The Parties hereby agree that the paragraph 8.3 in Schedule 4 of the Agreement shall be amended as follows:

"8.3. Conversion Ratio

(...)

If the applicable Conversion Price on the Conversion Date is lower than the nominal value of the Shares and if the early redemption of the Notes was not requested by the relevant Note holder, the Note holder shall receive a number of Shares equal to the Conversion Amount divided by the nominal value of the Shares, provided that the relevant Note holder also receives at the same time a contractual penalty payment of :

- (1) **an amount equal to the closing price of the Share on the trading day prior to the Conversion Date multiplied by the difference between (x) the Conversion Amount divided by the applicable Conversion Price and (y) the Conversion Amount divided by the nominal value of the Shares payable, if the applicable convertible note was issued to the Investor in exchange for a cash payment to the Issuer; or**
- (2) **an amount equal to the Conversion Amount divided by the nominal value of the Shares payable, multiplied by the difference between (x) the nominal value of Shares payable, and (y) the applicable average sale price of the Shares following total conversion of the related Notes, if the applicable convertible note was issued to the Investor to satisfy a contractual penalty payment.**

The Issuer may compensate the Investor for such contractual penalty payments at its discretion:

- (i) in cash no later than one (1) Business Day after the Conversion Date; or
- (ii) in Shares by way of set-off against a certain, liquid and due receivable held by the Investor against the Issuer. **The Issuer shall have four (4) Business Days, after the one (1) Business Day of options (i) and (iii) has expired and such options have not been implemented by the Issuer, to notify the Investor the date of issuance of the Shares which shall not be more than fifteen (15) Trading Days from the date of such notification. The Investor shall then give its written approval; it being specified that the purpose of this written approval shall only be to confirm whether the intended date of issuance of the Shares in the above-mentioned notification is acceptable to the Investor or if the Investor chooses a different issuance date which shall not be later than fifteen (15) calendar days following the intended date of issuance specified in the said notification. It is specified that such Shares would be issued on the basis of the lowest VWAP of the Shares over the thirteen (13) Trading Days' period immediately preceding their issuance. It is however specified that the lowest Closing VWAP over this thirteen (13) Trading**

**Days' period will be excluded from the calculation of the lowest VWAP except if this lowest Closing VWAP is the most recent Closing VWAP taken into account for the calculation. Furthermore, if the applicable average sale price of the Shares issued according to this option (ii) is below the issuance price of these Shares, another contractual penalty payment shall be due. This contractual penalty payment shall be of an amount equal to the number of Shares issued, multiplied by the difference between (x) the issuance price of the Shares and (y) the applicable average sales price of the Shares; or**

- (iii) by way of deduction from the amount of the subscription price of the Notes to be paid by the Investor to the Issuer upon the drawdown of any subsequent Tranche, should such drawdown be made within one (1) Business Day from the last Conversion Date.

**For Shares issued according to the above (ii) and (iii), the Investor undertakes to address the order book of these Shares to the Issuer.**

The Issuer shall promptly deliver freely tradable Shares or the Conversion Cash Payment to the relevant Note holder upon each conversion of Note(s). The issuance of the Shares and their admission to trading on Euronext Growth shall occur no later than one (1) Trading Day (provided that the Conversion Notice would be sent by the Investor to the Issuer before 12 am CET) after the Conversion Date.

(...)"