

## Schedule 4

### CHARACTERISTICS OF THE NOTES

#### Definitions:

<b>“Affiliate”</b>	means (i) with respect to a person, any other person that, directly or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, such person, and (ii) with respect to the Investor, any fund managed by the Investor’s investment manager or advisor.
<b>“Agent”</b>	means Caceis Corporate Trust, which is the investment service provider in charge of holding the securities accounts where the Shares are registered (or any other investment service provider in charge of holding the securities accounts where the Shares are registered at the date considered).
<b>“Anti-Corruption Laws”</b>	means all applicable laws, statutes, rules, regulations, orders, executive orders, directives, policies, guidelines and codes having the force of law, whether local, national, international, as amended from time to time, including without limitation all applicable laws of France, the United Kingdom, the United States of America or any other laws of another jurisdiction which may apply, that relate to anti-bribery, anti-corruption, books and records and internal controls, including the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act of 2010, and any other laws of another jurisdiction which may apply.
<b>“Anti-Money Laundering Laws”</b>	means all applicable laws, statutes, rules, regulations, orders, executive orders, directives, policies, guidelines and codes having the force of law, whether local, national, international, as amended from time to time, including without limitation all applicable laws of Germany, the United Kingdom, the United States, or any other laws of another jurisdiction which may apply, that relate to money laundering, terrorist financing, financial record keeping and reporting requirements.
<b>“By-laws”</b>	means the articles of association ( <i>statuts</i> ) of the Issuer, as may be amended from time to time.
<b>“Change of Control”</b>	means the acquisition of the Control of the Issuer by one or several individual(s) or legal entity(ies), acting alone or in concert.
<b>“Commitment Period”</b>	means the period of 24 months beginning on the Issuance Date.
<b>“Control”</b>	shall have the meaning given to it under Article L.233-3 of the French Commercial Code.
<b>“Conversion”</b>	shall have the meaning set forth in Paragraph 8.1 of Schedule 4.
<b>“Conversion Amount”</b>	shall have the meaning set forth in Paragraph 8.1 of Schedule 4.
<b>“Conversion Cash Payment”</b>	shall have the meaning set forth in Paragraph 8.3 of Schedule 4.
<b>“Conversion Period”</b>	shall have the meaning set forth in Paragraph 8.1
<b>“Covenant”</b>	shall mean any of the following covenants from the Issuer, which shall apply as from the Issuance Date and, unless otherwise specified, until the latest of (i) the end of the Commitment Period and (ii) the full

conversion and/or redemption of all the outstanding Notes:

1. The Issuer will at all times and in all material respects uphold, comply and act in accordance with all the relevant provisions of the Euronext Growth Rules, MAR, the AMF General Regulation (*Règlement Général de l'Autorité des Marchés Financiers*), the French Commercial Code and the French Financial and Monetary Code, the By-laws, and any and all other rules and regulations applicable to the Issuer from time to time.
2. The Issuer will, and the Issuer will cause the Issuer's Affiliates to:
  - (i) do all reasonable things necessary to preserve and keep in full force and effect their corporate existences, rights and franchises;
  - (ii) insure their assets and businesses in such manner and to such extent as is customary for companies engaged in the same or similar business in similar locations; and
  - (iii) pay and discharge all taxes, assessments and governmental charges or levies imposed upon them or upon their income or profits, or upon any of their properties; provided that it shall not be required to pay or discharge any such tax, assessment, charge, levy or claim which is being contested in good faith.
3. The Issuer shall not merge or publicly announce any potential merger with or into, or consolidate or publicly announce any potential consolidation with, any other person or entity; provided that any person or entity may be merged with or into, or its corporate structure be consolidated with, the Issuer if the Issuer is the surviving corporation. Forthwith upon the occurrence of any merger or consolidation permitted under this clause, the Issuer will deliver to the Investor (and to any other Note holder, as the case may be) a certificate of the Board of Directors specifying the date and the nature thereof.
4. The Issuer will not, directly or indirectly, dispose of all or substantially all of its assets now owned or hereafter acquired in a single transaction (or a series of related transactions), unless such disposal is in the ordinary course of business and approved by the Board of Directors. For the avoidance of doubt, the Issuer and any of its Affiliates are authorised to out-license their intellectual property rights.
5. Until the latest of (i) the expiry of the Commitment Period and (ii) the date on which any and all Notes issued under the Commitment shall have been fully converted and/or paid in full, the Issuer shall not issue any securities pursuant to the variable rate equity financing currently in place with Kepler Cheuvreux or participate in any new variable rate equity financings, in particular the Issuer shall not issue any securities for which the conversion price or exercise price is variable, such as PACEO, equity lines and convertible debenture structures similar to the transaction contemplated in this Agreement. For the sake of clarity, the Issuer shall remain free to participate in any other type of financing.

6. The Issuer shall not declare or pay any dividends in the form of assets or shares of the Issuer.
7. The Issuer shall not use the 20<sup>th</sup> resolution of the Shareholders' Meeting to issue any other securities without the prior written consent of the Investor, unless, after such issuance, the Issuer still has at least two (2) times coverage of Shares (based on the applicable Conversion Price) authorized, available and approved for issuance to the Investor upon conversion of the amount of any outstanding Notes increased, as the case may be, by the maximum amount of Notes that can still be issued at the sole and exclusive discretion of the Investor (subject to adjustments resulting from share consolidation or share split).
8. The Issuer shall not communicate to the Investor, any Note holder as the case may be, and/or Europe Offering any inside information ("*information privilégiée*") within the meaning of Article 7 of MAR and, more generally, shall do whatever is necessary so that none of these persons holds inside information as a result of the Issuer's action or absence of action.
9. Notwithstanding the provisions of Clause 5.9, the Issuer shall announce the terms of this transaction in accordance with the requirements of the Euronext Growth Rules, MAR, the AMF General Regulation or any applicable law or the rules of any regulatory body. Such announcement shall include information relating to this Agreement as would be required to ensure that the summary (i) includes all information that would be material to an investor, and (ii) does not omit any material fact which would be of relevance to an investor's proper understanding of the terms of this Agreement. On the date hereof, the Issuer shall also make available on its website the detailed characteristics of the Tranche Warrants and the Notes.
10. The Issuer shall promptly make a public announcement relating to the delivery of a Request by the Issuer to the Investor, it being specified that such announcement shall be made before the effective funding by the Investor but after the written confirmation by the Investor that the Conditions are actually met or waived.
11. As from the Issuance Date, the Issuer shall (i) make available on its website a table in order to follow-up the number of outstanding Tranche Warrants, Notes and Shares issued upon conversion of the Notes and (ii) update such table immediately after the receipt of any Tranche Warrant Exercise Notice or Conversion Notice.
12. So long as any of the Notes remains outstanding, the Issuer will not grant any mortgage (*hypothèque*) over its present or future real property assets or interests, nor any pledge (*nantissement*) on all or part of its businesses (fonds de commerce) nor other security interest (*sûreté réelle*), lien (gage) or pledge over all or part of its assets or income, present or future, in order to guarantee any present or future equity-linked instruments (*titres de créance donnant accès au*

*capital*) issued by the Issuer without granting the same security to the Notes. This undertaking is given only with respect to security given within the framework of the issues of equity-linked instruments (*titres de créance donnant accès au capital*) and does not in any way affect the right of the Issuer to grant any security in respect of such assets in any other circumstances.

13. Without the prior written approval of the Investor, the Issuer shall not contract, create, incur or suffer to exist any Indebtedness in an amount greater than EUR 3,000,000 whose maturity date would be prior to the expiry of the Commitment Period.
14. The Issuer and its Affiliates shall not, directly or indirectly, use the proceeds received under this Agreement, or lend, contribute, facilitate or otherwise make available such proceeds, directly or indirectly, to any Person: (a) to fund, directly or indirectly, any activities or business in any country or territory, that, during the time of such funding activities, is, or whose government is, the subject of Sanctions Laws; or (b) in any other manner that will result in a violation of Sanctions Laws.
15. From the Issuance Date and until the latest of (i) the end of the Commitment Period and (ii) twenty (20) business days after the full conversion into Shares of all the outstanding Notes, the Issuer:
  - (i) shall comply, and shall procure that each of its Affiliates and their respective officers and directors, employees, agents, consultants, representatives, distributors, and other third-party intermediaries comply, with all applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions Laws;
  - (ii) shall not take any action which will cause the Issuer to be in violation of any applicable Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions Laws;
  - (iii) shall not use, directly or indirectly, any part of the proceeds received under the Agreement, for any purpose that violates or causes the Investor to be in violation of any applicable Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions Laws.
16. The Issuer covenants to indemnify the Investor against any losses, liabilities, damages, costs, charges or expenses which the Investor shall certify as sustained or incurred by it as a consequence of any failure by the Issuer or its Affiliates or any of their directors, employees or agents to comply with all applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions Laws.

**“Event of Default”**

shall mean any of the following occurrences which is not cured to the satisfaction of the Investor, if applicable, within five (5) calendar days of such occurrence (unless a specific grace period is already specified):

- (i) default by the Issuer in (i) the payment due in case of redemption in accordance with Paragraph 6 of Schedule 4,
- (ii) the payment of the Due Diligence and Structuring Fee

when due, (iii) the payment of the Commitment Fee when due, (iv) the Conversion Cash Payment in accordance with Paragraph 8.3 of Schedule 4 when due, or (iv) the contractual penalty payment in the case where the Conversion Price on the Conversion Date is lower than the nominal value of the Shares in accordance with Paragraph 8.3 of Schedule 4 when due;

- (ii) failure by the Issuer to observe or perform any Covenant;
- (iii) the impossibility for any Note to be converted into Shares in accordance with the terms of this Agreement;
- (iv) the suspension of the Shares from Euronext Growth (other than temporary suspension of no more than five (5) consecutive Trading Days at the request of the Issuer) or their de-listing from Euronext Growth;
- (v) any representation and warranty of the Issuer in relation to the Note holders proves to have been misleading when made;
- (vi) failure by the Issuer to pay any Indebtedness or liability for borrowed money (by way of guarantee or otherwise) in excess of EUR 2,000,000 when due or within any applicable grace period, other than any such failure resulting from a good faith error which is diligently corrected, or failure by the Issuer to observe or perform any term, covenant or agreement contained in any agreement or instrument by which it is bound evidencing or securing any such Indebtedness or liability for borrowed money for a period of time which would cause or permit the acceleration of the maturity thereof, except if such Indebtedness or liability is contested in good faith by the Issuer;
- (vii) the Issuer voluntarily suspends or discontinues substantially all of its business, liquidates substantially all of its assets, or bankruptcy, moratorium, insolvency or similar proceedings for relief of financially distressed debtors shall be instituted by or against the Issuer;
- (viii) a Change of Control is publicly announced;
- (ix) failure by the Issuer to issue Notes to the Investor in accordance with the terms of the Agreement;
- (x) the Issuer or any of its Affiliates or any of their officers, directors or employees fails to comply with all applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions Laws.

It being specified that:

- the Issuer shall indemnify the Note holders against any expense reasonably incurred and duly justified in collecting unpaid amount hereunder;
- forthwith upon the occurrence of any Event of Default or of any triggering event which if not cured during the applicable cure period would constitute an Event of Default, the Issuer

will deliver to the Note holders a certificate of the Management Board specifying the nature and period of existence thereof and the action which the Issuer is taking and proposes to take with respect thereto, it being specified that (i) should the Event of Default constitute inside information within the meaning of MAR, the Issuer shall not communicate such information to the Note holders before it is made public to the investment community through a press release, (ii) in the specific case of the participation or use of any variable rate equity financing referred to in breach of Covenant n°5 above, the Issuer shall pay to the Investor, as compensation for the prejudice suffered, a cash penalty equal to 5% of the remaining aggregate principal amount of Notes available for issuance under the Commitment and (iii) in the specific case of the announcement of a merger or consolidation referred to in Covenant n°3 above, the Issuer and the Investor shall discuss in good faith, within twenty (20) calendar days from the public announcement, the possibility to implement a transaction similar to that contemplated hereunder within the surviving entity (without prejudice of the Investor's right to immediately request the early redemption of the Notes);

- upon the occurrence of an Event of Default, the Investor shall have the right to (i) request the payment of 106.5% of the Outstanding Amount, and/or (ii) terminate the Agreement by delivering a termination notice to the Issuer.

**“Indebtedness”**

means any indebtedness for or in respect of:

- any monies borrowed pursuant to one or more credit facility agreements or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- the amount of any liability in respect of any guarantee for any of the items referred to in paragraph (i) above;

it being understood that any amount calculated under this definition may only be counted once, even if an item may qualify under various paragraphs.

**“Issuance Date”**

means the date of issuance of the Tranche Warrants, i.e. July 9, 2019.

**“Market Price”**

shall mean the average of the Daily VWAPs for the Share over the applicable Pricing Period.

**“Material Adverse Change”**

means an event or circumstance that constitutes a material adverse change in:

- i. i. the assets, liabilities, results of operations, condition (financial or otherwise), business, or prospects of the Issuer,**
- ii. ii. the ability of the Issuer to perform its obligations under the Agreement;**
- iii. iii. the validity or enforceability against the Issuer of any material provision of the Agreement; or**
- iv. iv. the likely price or value of the Investor's Shares.**

- “Outstanding Amount”** means, at any time, the aggregate amount of the par value of the outstanding Notes, together with all other amounts due by the Issuer to the Investor in relation to the outstanding Notes.
- “Pricing Period”** shall mean the ten (10) consecutive Trading Days immediately preceding the applicable date. In the case of a Conversion of Notes, Pricing Period shall mean the Trading Days during which the Investor (or the relevant Note holder as the case may be) has not sold any Share in the market among the ten (10) consecutive Trading Days immediately preceding the applicable date.
- “Sanctions Laws”** means all applicable economic, financial or other sanctions laws or embargos administered or enforced by a competent governmental authority, including without limitation: (i) the United Nations Security Council; (ii) the European Union; (iii) the governmental institutions and agencies of the United States, including the Office of Foreign Assets Control of the United States Department of the Treasury (“OFAC”); and (iv) the governmental institutions and agencies of the United Kingdom, including Her Majesty’s Treasury (“HMT”).
- “Trading Day”** means any day on which the Shares are traded on Euronext, provided that “Trading Day” shall not include any day on which the Shares are scheduled to trade on such market for less than 4.5 hours (it being specified for the avoidance of doubt that any day during which there would be no effective trading would be considered as a Trading Day if this is not due to a suspension requested by the Issuer or the stock market authorities) or any day that the Shares are suspended from trading at the request of the Issuer or of the stock market authorities during the final hour of trading on such market unless such day is otherwise designated as a Trading Day in writing by the Investor.

1. Form

The Notes shall be in registered form. Evidence of the rights of each Note holder shall be given by an inscription in its name in an account kept by the Issuer in accordance with applicable laws and regulations.

The Notes shall constitute an unsecured and unsubordinated obligation of the Issuer and, at all times so long as any Note is outstanding, will rank (subject to such exceptions as are from time to time mandatory under French law) equally and rateably (*pari passu*) with all other present or future unsecured and unsubordinated debt securities of the Issuer.

2. Enjoyment

The Notes are issued with full rights of enjoyment as from the date of their full subscription by the Investor in accordance with Clauses 2 and 3 of the Agreement.

3. Assignment, transfer and absence of admission to trading of the Notes

3.1. The Notes may be freely assigned or transferred by the Investor.

3.2. To be effective *vis-à-vis* the Issuer, any transfer of the Notes shall be registered in the securities accounts and the transferor shall be deemed to be the holder of such Notes until the name of the transferee is entered into the securities accounts in respect thereof.

3.3. Any transferee that becomes a Note holder, by whatever means and for whatever reason, shall have the benefit of, and be subject to, all of the rights and obligations arising under this Agreement.

3.4. The Notes will not be admitted to trading on any financial market.

4. Maturity

Each Note shall have a duration of twelve (12) months as from its date of issuance (the "**Maturity Date**"). If a Note has not been converted prior to its Maturity Date, the Issuer must redeem in cash the outstanding principal amount under the Note.

5. Interest

The Notes shall accrue no interest.

6. Redemption

6.1. Unless converted pursuant to Paragraph 8 of this Schedule 4 or previously redeemed pursuant to Paragraph 6.2 of this Schedule 4, each Note shall be redeemed at its principal amount on the Maturity Date. The Issuer shall have no right to early redeem any Note.

6.2. At the Note holder's discretion, the Issuer is required, upon receipt of written notice that the Notes are due and payable, to early redeem all or any Notes held by the relevant Note holder, in the following circumstances:

- (i) failure to remit cash or to issue new Shares to each Note holder in accordance with the terms of the Agreement; or
- (ii) the occurrence of an Event of Default under the Agreement, it being specified that in such case, the Issuer shall pay to the Note holder an amount equal to 106.5% of the Outstanding Amount.

6.3. In the event of redemption, the Issuer shall pay to each Note holder the relevant aggregate Outstanding Amount of its Notes, in accordance with Paragraph 7 of this Schedule 4.

7. Payment

Repayment of principal (unless converted in Shares pursuant to Paragraph 8 of this Schedule 4) of the Notes shall be made on the applicable date (i.e. their respective Maturity Date or the early redemption date) by the Issuer to each Note holder, in cash, by wire transfer to a bank account notified by the Note holder to the Issuer, in immediately available, freely transferable funds in Euros. If such applicable date is not a business day, the payment shall be made on the first business day following the applicable date.

8. Conversion: termination of conversion rights

8.1. *Conversion of the Notes into Shares of the Issuer; Conversion Period*

Unless its Conversion rights have expired pursuant to Paragraph 8.5 of this Schedule 4, each Note holder may at its option, and effective at any time starting on the Tranche Warrant Exercise Date, up to and including the Maturity Date or failing compliance with Paragraph 7 of this Schedule 4, until the date on which the Notes are fully redeemed (the "**Conversion Period**"), exercise, for all or any of the Notes, the right to receive Shares (to "**Convert**", or a "**Conversion**").

In the Conversion Notice, the Note holder shall specify the number of Notes to be Converted, and the corresponding aggregate principal amount so Converted (the "**Conversion Amount**").

Each Note holder is allowed to make multiple Conversions of Notes, it being specified that each Note can be Converted once only.

8.2. *Conversion Date; Notice*

Each Note holder may Convert all or any of its Notes on any Trading Day of its choice during the Conversion Period, effective at the date of receipt by the Issuer of a Conversion Notice in accordance with Paragraph 8.1 of this Schedule 4 (the "**Conversion Date**").

On each chosen Conversion Date, each Note holder shall Convert all or any of its Notes by giving Notice to the Issuer (the "**Conversion Notice**"), using the form attached in **Schedule 5** and specifying its choice of a number of Notes to be converted and the corresponding Conversion Amount in accordance with Paragraph 8.1 of this Schedule 4.

Following a Conversion, the Issuer, after updating the securities register where the Notes are registered and the follow-up table on its website, shall in turn as the case may be, send a notice to the Agent for the issuance of new Shares to the relevant Note holder.

### 8.3. *Conversion ratio*

Upon a Conversion, the number of new Shares issued by the Issuer to the relevant Note holder in accordance with Paragraph 8.1 of this Schedule 4 will be calculated as the Conversion Amount divided by 93.5% of the Market Price on the applicable Conversion Date (the "**Conversion Price**").

The Conversion Price will be determined to two decimals places and rounded down to the nearest 100<sup>th</sup>.

If the issuance of new Shares would result in the issuance of a fraction of a Share, the Issuer shall round such fraction of a Share down to the nearest whole Share.

The Conversion shall not require the payment of any fee or charge by the relevant Note holder.

Upon Conversion of one or several Notes in accordance with Paragraph 8.1 of this Schedule 4, the claim held by the Issuer against a Note holder arising from the aggregate subscription price of the new Shares shall be set off against the claim held by that Note holder against the Issuer upon that conversion amounting to the corresponding Conversion Amount (together, the "**Related Claims**" ("*créances connexes*"). Upon set-off of these Related Claims, the corresponding Conversion Amount will cancel the aggregate principal amount and applicable interests, if any, of the Notes so converted. Such conversion shall not require the payment of any fee or charge by the relevant Note holder.

The Issuer shall promptly deliver freely tradable Shares to the relevant Note holder upon each Conversion of Note(s), it being specified that in any case, the reception of the Shares by the relevant Note holder shall occur no later than one (1) Trading Day after the Conversion Date.

If the relevant Note holder does not receive the relevant Shares as provided for in the paragraph above in connection with a Conversion of Notes or if the Issuer does not have sufficient shareholders' authorizations available to issue new Shares to a Note holder upon Conversion of Notes, and if the early redemption of the Notes was not requested by the relevant Note holder, the Issuer shall have the obligation to satisfy the Conversion in cash, by paying to the Note holder the relevant Conversion Cash Payment.

The "**Conversion Cash Payment**" to be made by the Issuer to the Investor shall be equal to (a) the applicable proportion of the Conversion Amount divided by (b) the applicable Conversion Price, multiplied by (c) the Daily VWAP of the Share on the Conversion Date.

If the Conversion Price on the Conversion Date is lower than the nominal value of the Shares, the relevant Note holder can, at its sole and exclusive discretion, either (i) request the early redemption of the Notes or (ii) accept to receive a number of Shares equal to the Conversion Amount divided by the nominal value of the Shares.

Any payment to a Note holder made by the Issuer in accordance with Paragraph 8.3 of this Schedule 4 shall be made by the Issuer to the relevant Note holder in cash (unless otherwise

provided), by wire transfer to a bank account notified by the relevant Note holder to the Issuer, in immediately available, freely transferable funds in Euros.

8.4. *Rights attached to the Shares*

The new Shares issued upon Conversion of the Note(s) shall be subject to all provisions of the By-Laws and to decisions of the general meetings of the shareholders of the Issuer. The new Shares shall be admitted to trading on Euronext Growth as from their issuance, will carry immediate and current dividend rights ("*jouissance courante*") and will be fully assimilated to and fungible with the existing Shares.

8.5. *Termination of Conversion right*

The right of each Note holder to convert the Notes pursuant to this Paragraph 8 shall terminate on the date on which the Notes are fully redeemed and/or Converted into Shares.

9. Representation of the Note holders

- 9.1. As long as the Notes are held by a single holder, such holder shall exercise under its own name all rights and powers granted by the French Commercial Code to the "Masse" within the meaning of Article L.228-103 of the French Commercial Code.
- 9.2. As soon as the Notes having the same characteristics and being fungible are held by more than one holder, the holders shall appoint a representative of the "Masse" in accordance with Articles L.228-47 and L.228-103 of the French Commercial Code.
- 9.3. Where applicable, the rights of Note holders will be exercised in accordance with Article L.228-103 paragraph 1 of the French Commercial Code.