

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Amendment No. 4
to

FORM F-1

REGISTRATION STATEMENT
Under
The Securities Act of 1933

Talend S.A.

(Exact name of Registrant as specified in its charter)

France (State or other jurisdiction of incorporation or organization)	7372 (Primary Standard Industrial Classification Code Number)	Not applicable (I.R.S. Employer Identification Number)
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9, rue Pages, 92150 Suresnes, France
+33 (0) 1 46 25 06 00
(Address, including zip code, and telephone number, including
area code, of Registrant's principal executive office)

Talend, Inc.
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(650) 539-3200
(Name, address, including zip code, and telephone number,
including area code, of agent for service)

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Approximate date of commencement of proposed sale to the public:
As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller
reporting company)

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission acting pursuant to said Section 8(a) may determine.

EXPLANATORY NOTE

This Amendment No. 4 to the Registration Statement on Form F-1 (File No. 333-212279) is being filed solely for the purpose of filing Exhibit 10.23 as indicated in Part II of this Amendment No. 4. This Amendment No. 4 does not modify the prospectus that forms a part of the Registration Statement. Accordingly, a preliminary prospectus has been omitted.

Item 6. Indemnification of directors and officers

French Law. Under French law, provisions of By-laws that limit the liability of directors are prohibited. However, French law allows *sociétés anonymes* to contract for and maintain liability insurance against civil liabilities incurred by any of their directors and officers involved in a third-party action, provided that they acted in good faith and within their capacities as directors or officers of the company. Criminal liability cannot be indemnified under French law, whether directly by the company or through liability insurance.

We maintain liability insurance for our directors and officers, including insurance against liability under the Securities Act, and we intend to enter into agreements with our directors and executive officers to provide contractual indemnification. With certain exceptions and subject to limitations on indemnification under French law, these agreements will provide for indemnification for damages and expenses including, among other things, attorneys' fees, judgments, fines and settlement amounts incurred by any of these individuals in any action or proceeding arising out of his or her actions in that capacity.

These agreements may discourage shareholders from bringing a lawsuit against our directors and executive officers for breach of their fiduciary duty. These provisions also may have the effect of reducing the likelihood of derivative litigation against directors and executive officers, even though such an action, if successful, might otherwise benefit us and our shareholders. Furthermore, a shareholder's investment may be adversely affected to the extent we pay the costs of settlement and damage awards against directors and officers pursuant to these insurance agreements.

Certain of our non-employee directors may, through their relationships with their employers or partnerships, be insured and/or indemnified against certain liabilities in their capacity as members of our board of directors.

In any underwriting agreement we enter into in connection with the sale of ADSs being registered hereby, the underwriters will agree to indemnify, under certain conditions, us, our directors, our officers and persons who control us within the meaning of the Securities Act against certain liabilities.

SEC Position. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Pursuant to the underwriting agreement for this offering, the form of which is filed as Exhibit 1.1 to this registration statement, the underwriters will agree to indemnify our directors and officers, persons controlling us, within the meaning of the Securities Act, against certain liabilities that might arise out of or are based upon certain information furnished to us by any such underwriter.

Item 7. Recent sales of unregistered securities

In the past three years, we have issued and sold to third parties the securities listed below without registering the securities under the Securities Act. None of these transactions involved any public offering. All our securities were sold either (i) outside the United States or (ii) in the United States to a limited number of investors in transactions not involving any public offering. As

discussed below, we believe that each issuance of these securities was exempt from, or not subject to, registration under the Securities Act.

- On June 28, 2013, we issued 109,191 ordinary shares, representing a total subscription amount equal to €8,735.28.
- On December 2, 2013, we issued 694,444 series F preferred shares with warrants attached, representing a total subscription amount equal to €3,629,316.32 (issue premium included).
- On December 17, 2013, we issued 428,887 ordinary shares, representing a total subscription amount equal to €34,301.02.
- On December 17, 2013, we issued 1,750,565 series H preferred shares with two warrants attached, representing a total subscription amount equal to €14,704,749.15 (issue premium included).
- On December 17, 2013, we issued 1,111,111 series G preferred shares, as a result of the conversion of 8,888,888 bonds redeemable into series G preferred shares, representing a total subscription amount equal to €9,155,554.64 (issue premium included).
- On June 25, 2015, we issued 111,111 series G preferred shares as a result of the exercise of warrants for preferred G shares, representing a total subscription amount equal to €8,888.88.
- On June 25, 2015, we issued (i) 104,855 series H preferred shares at a price of €8.40 each (issue premium included), representing a total subscription amount equal to €880,782 (issue premium included), (ii) 46,651 ordinary shares at a price of €9.44 each (issue premium included), representing a total subscription amount equal to €440,391.34 (issue premium included) and (iii) of 110,281 ordinary shares at par value (€0.08) representing a total subscription amount equal to €8,822.48.

In addition, we granted the following employee warrants (*bons de souscription de parts de créateur d'entreprise*) and share options (*options de souscription d'actions*, or OSA) to certain of our officers and employees:

- Share options to purchase 728,924 of our ordinary shares at exercise prices per share ranging from €8.40 to €9.84 and employee warrants (BSPCE) to purchase 58,952 of our ordinary shares at exercise prices per share ranging from €8.40 to €9.84 in the year ended December 31, 2015.
- Options to purchase 463,872 of our ordinary shares at exercise prices per share ranging from €4.56 to €8.40 and employee warrants (BSPCE) to purchase 141,847 of our ordinary shares at exercise price per share ranging of €8.40 in the year ended December 31, 2014; and
- Options to purchase 1,020,993 of our ordinary shares at exercise price per share of €4.56 and employee warrants (BSPCE) to purchase 125,000 of our ordinary shares at an exercise price of €4.56 in the year ended December 31, 2013.

In addition, we issued the following fully-paid ordinary shares upon exercise of employee warrants (BSPCE), share options and employee warrants (BSA), ranging from €1.76 to €8.40 per share:

- 9,182 ordinary shares upon exercise of share options and 25,346 ordinary shares upon exercise of employee warrants (BSPCE) in the year ended December 31, 2015;

- 79,130 ordinary shares upon exercise of share options and 6,468 ordinary shares upon exercise of employee warrants in the year ended December 31, 2014; and
- 155,048 ordinary shares upon exercise of share options and 22,500 ordinary shares upon exercise of employee warrants (BSPCE) and employee warrants (BSA) in the year ended December 31, 2013.

We believe that the issuance of these securities were exempt from registration under the Securities Act in reliance upon Regulation S or Rule 701 of the Securities Act as transactions pursuant to written compensatory plans or pursuant to a written contract relating to compensation. No underwriters were employed in connection with the foregoing option grants and restricted share unit awards.

Item 8. Exhibits and financial statement schedules

(a) Exhibits

See the Exhibit Index on the page immediately following the signature page for a list of exhibits filed as part of this registration statement on Form F-1, which Exhibit Index is incorporated herein by reference.

(b) Financial statement schedules

All financial statement schedules are omitted because the information called for is not required or is shown either in the consolidated financial statements or in the notes thereto.

Item 9. Undertakings

The undersigned registrant hereby undertakes to provide to the underwriter at the closing specified in the underwriting agreements certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

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

The undersigned registrant hereby undertakes that:

1. For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.
2. For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-1 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in Redwood City, CA on this 27th day of July, 2016.

TALEND S.A.

By: /s/ MICHAEL TUCHEN

Name: Michael Tuchen
Title: *Chief Executive Officer*

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ MICHAEL TUCHEN</u> Michael Tuchen	Chief Executive Officer and Director	July 27, 2016
<u>/s/ THOMAS TUCHSCHERER</u> Thomas Tuchscherer	Chief Financial Officer	July 27, 2016
*		
<u>Bernard Liautaud</u>	Chairman	July 27, 2016
*		
<u>Matthieu Baret</u>	Director	July 27, 2016
*		
<u>John D. Brennan</u>	Director	July 27, 2016
*		
<u>Bertrand Diard</u>	Director	July 27, 2016
*		
<u>Patrick S. Jones</u>	Director	July 27, 2016

Signature

Title

Date

*

Director

July 27, 2016

Thierry Sommelet

*By:

/s/ MICHAEL TUCHEN

Michael Tuchen
Attorney-in-fact

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE REGISTRANT

Pursuant to the Securities Act, the undersigned, the duly authorized representative in the United States of Talend S.A., has signed this registration statement in Redwood City, CA on July 27, 2016.

TALEND, INC.

By /s/ MICHAEL TUCHEN

Name: Michael Tuchen
Title: *Chief Executive Officer*

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EXHIBIT INDEX

Exhibit Number	Description
1.1*	Form of Underwriting Agreement.
3.1*	By-laws (<i>status</i>) of Talend S.A. (English translation).
3.2*	Form of By-laws of Talend S.A. to become effective upon the closing of the offering (English translation).
4.1*	Form of Deposit Agreement between Talend S.A. and JPMorgan Chase Bank, N.A., as depositary, and Owners and Holders of the American Depositary Shares.
4.2*	Form of American Depositary Receipt evidencing American Depositary Shares (included in Exhibit 4.1).
5.1*	Opinion of Jones Day.
10.1*	Bonitasoft Software License and Support Agreement, dated as of October 10, 2011, by and between Bonitasoft, Inc. and Talend, Inc.
10.2*	Amendment No. 1 to Bonitasoft Software License and Support Agreement, dated as of April 12, 2012, by and between Bonitasoft, Inc. and Talend, Inc.
10.3*	Lease Agreement, dated as of April 11, 2014, by and between Westport Office Park, LLC and Talend, Inc.
10.4*	First Amendment to Lease Agreement, dated as of December 16, 2014, by and between Westport Office Park, LLC and Talend, Inc.
10.5*	Second Amendment to Lease Agreement, dated as of April 20, 2015, by and between Westport Office Park, LLC and Talend, Inc.
10.6*	English Summary of the Commercial Lease Agreement, dated as of February 7, 2014, by and between Foncière Medicale N°1 and Talend S.A.
10.7*	English Summary of the First Amendment to Commercial Lease Agreement, dated as of April 14, 2014, by and between Foncière Medicale N°1 and Talend S.A.
10.8*	English Summary of the Second Amendment to Commercial Lease Agreement, dated as of September 11, 2015, by and between Foncière Medicale N°1 and Talend S.A.
10.9*	English Summary of the Third Amendment to Commercial Lease Agreement, dated as of January 20, 2016, by and between Foncière Medicale N°1 and Talend S.A.
10.10*	English Summary of the Fourth Amendment to Commercial Lease Agreement, dated as of April 26, 2016, by and between Foncière Medicale N°1 and Talend S.A.
10.11*	Square 1 Bank Loan and Security Agreement, dated as of May 29, 2015, among Talend, Inc., Talend USA, Inc. and Square 1 Bank.
10.12*	First Amendment to Square 1 Bank Loan and Security Agreement, dated as of March 7, 2016, among Talend, Inc., Talend USA, Inc. and Square 1 Bank.
10.13*	Guarantee and Indemnity, dated as of July 8, 2015, by and between Talend Ltd and Square 1 Bank.
10.14*	First-Demand Guarantee, dated as of June 29, 2015, by Talend S.A. in favor of Square 1 Bank.
10.15*	Supplemental Agreement, dated as of June 29, 2015, by and between Talend S.A. and Square 1 Bank.
10.16*	Debenture, dated as of July 8, 2015, by and between Talend Ltd and Square 1 Bank.
10.17*	First Rank Accounts Pledge Agreement, dated as of June 29, 2015, by and between Talend S.A. and Square 1 Bank.

Exhibit Number	Description
10.18*	Pledge of Receivables Agreement, dated as of June 29, 2015, by and between Talend S.A. and Square 1 Bank.
10.19*	Pledge of IP Rights Agreement, dated as of June 29, 2015, by and between Talend S.A. and Square 1 Bank
10.20*	Pledge Agreement, dated as of June 29, 2015, by and between Talend S.A. and Square 1 Bank.
10.21*	Form of Indemnification Agreement between Talend S.A. and each of its executive officers and directors.
10.22*+	Stock Option Plans—2016, 2015, 2014, 2013, 2012, 2011 and 2010.
10.23	Form of BSA Grant Document (English translation).
10.24*+	Form of BSPCE Grant Document (English translation).
10.25*+	Form of OSA Grant Document.
10.26*+	Executive Employment Agreement, dated October 1, 2013, by and between Talend, Inc. and Michael Tuchen.
10.27*+	Offer Letter, dated December 13, 2009, by and between Talend, Inc. and Thomas Tuchscherer.
10.28*+	Amendment to Offer Letter, dated February 12, 2016, by and between Talend, Inc. and Thomas Tuchscherer.
10.29*+	Offer Letter, dated April 10, 2014, by and between Talend, Inc. and Ashley Stirrup.
10.30*+	Offer Letter, dated October 27, 2014, by and between Talend, Inc. and Brad Stratton.
10.31*+	Offer Letter, dated December 18, 2015, by and between Talend, Inc. and Barbara Cadigan.
10.32*+	Offer Letter, dated December 10, 2013, by and between Talend, Inc. and Nello Franco.
10.33*+	Employment Agreement, dated July 3, 2014, by and between Talend, Inc. and Laurent Bride (English translation).
10.34*+	Expatriation Agreement, dated June 22, 2015, by and between Talend S.A. and Laurent Bride (English translation).
10.35*	Shareholder Agreement, dated as of June 24, 2016, by and among Talend S.A. and certain shareholders.
10.36*+	Form of Change of Control and Severance Agreement.
21.1*	List of Subsidiaries of Talend S.A.
23.1*	Consent of KPMG S.A., Independent Registered Public Accounting Firm.
23.2*	Consent of Jones Day (included in Exhibit 5.1).
24.1*	Powers of Attorney (included on the signature page to the original filing of this Registration Statement on Form F-1).
99.1*	Consent of McKnight Consulting Group Global Services.

* Previously filed.

+ Indicates management contract or compensatory plan.

WARRANT AGREEMENT

BETWEEN:

· [], residing at [],

hereinafter referred to as the “Beneficiary”,

AND:

· **TALEND**, a French *société anonyme* with a share capital of EUR [], the registered office of which is located at 9, rue Pages - 92150 Suresnes, France, registered with the French *Registre du commerce et des sociétés* under number 484 175 252 R.C.S. Nanterre,

hereinafter referred to as “Talend” or the “Company”.

WHEREAS:

On [], the board of directors (*conseil d’administration*) of the Company (the “Board”), acting upon delegation of the shareholders meeting of the Company held on [], issued and granted to the Beneficiary [] warrants (*bons de souscription d’actions*) (the “Warrants”) subject to the terms and conditions of this agreement.

Date of Grant: []

Subscription price of the Warrants (“Subscription Price”): EUR [] (i.e., EUR [] per Warrant)

Maximum number of ordinary shares to be subscribed upon exercise of the Warrants: [] (i.e., [] per Warrant)

Exercise price per share: EUR []

Term/Expiration date of the Warrant: 10 years as from the date of issuance of the Warrants, i.e., []

Article 1 - Validity of the Warrants

The Warrants shall be subscribed by and issued validly to the Beneficiary on the date hereof, subject to the condition precedent that the Beneficiary has, no later than on the date hereof:

- (i) fully paid up the Subscription Price of the Warrants by wire transfer to the bank account of the Company set forth in **Exhibit 1** hereto; and
- (ii) duly initialed, executed and returned to the Company the following documents:

-
- One original copy of the subscription form of the Warrants substantially in the form attached as **Exhibit 1** hereto; and
 - Two original copies of the short-form shareholders’ agreement substantially in the form attached under **Exhibit 2** hereto.

Article 2 - Exercise of the Warrants

2.1. [Vesting period, e.g.:

Vesting period

The Warrants may be exercised by the Beneficiary according to the following vesting schedule:

- (a) [] Warrants as from [],
- (b) [] Warrants as from [],
- (c) [] Warrants as from the earlier of (i) [] and (ii) the date of the General Meeting of Shareholders held to approve the accounts for the fiscal year ending [], and
- (d) in any case, at the latest within ten (10) years as from the Date of Grant;

provided that:

- (i) in the case of each of (a), (b) and (c) above, the term of the office of the Beneficiary as member of the Board (*administrateur*) of the Company shall not have expired or been terminated, either by the Company or the Beneficiary, for any reason whatsoever on or prior to the date set forth in (a), (b) or (c) above, as applicable, on which the relevant Warrants become vested; provided that his term of office shall not be deemed to have expired in case of renewal of such term by the shareholders’ meeting of the Company, and

- (ii) in the case of each of (a), (b) and (c) above, the Beneficiary shall have attended at least 75% of the board meetings (x) to which he has been convened as director (*administrateur*) of the Company and (y) held during the 12-month period preceding immediately the date set forth in (a), (b) or (c) above, as applicable, on which the relevant Warrants become vested.

The number of Warrants that could be exercised pursuant to the above vesting schedule will always be rounded down to the nearest full number.

If the Beneficiary fails to exercise the Warrants in whole or in part within the period in (d) above of ten (10) years, the Warrants will lapse automatically.

In the event of a merger of the Company into another corporation or of the sale by one or several shareholders, acting alone or in concert, of the Company to one or several third parties of a number of shares of the Company resulting in a transfer of more than fifty per cent (50%) of the shares of the Company to said third parties (in each case, a “**Liquidity Event**”), the Board shall have the discretion to determine whether or not Beneficiary’s right to exercise the Warrants will be accelerated so that the Beneficiary may exercise all of them with effect immediately prior to the completion of the relevant Liquidity Event.

Further, unless otherwise decided by the Board no later than on the date of completion of the relevant event set forth below:

- (a) in case of termination of the Beneficiary’s office for any reason (resignation, revocation, expiration), the Beneficiary shall retain his or her vested Warrants (i.e., the Warrants that may be exercised by him or her as at the effective date of such expiration) and shall be entitled to exercise them until the 10th anniversary of the Date of Grant; and
- (b) in case of death of the Beneficiary, the Warrants that may be exercised on the date of his or her death shall have to be exercised the Beneficiary’s estate or by a person who acquired the right to exercise the Warrants within six (6) months after such date;

provided that, on the one hand, the Warrants which are not vested (i.e., that may not be exercised) on the date of occurrence of any of the events listed under paragraph (a) or (b) above will automatically lapse and that, on the other hand, the above mentioned delays shall not result in an extension of the validity of the Warrants beyond the above ten-year (10) period.]

2.2. Exercise Procedure

The Warrants are exercisable by delivery of an exercise notice, substantially in the form attached as **Exhibit 3** hereto (the “**Exercise Notice**”), comprising a share subscription form (*bulletin de souscription*) which shall state the Beneficiary’s election to exercise all or parts of the Warrants and the number of shares in respect of which the Warrants are being exercised (the “**Exercised Shares**”). The Exercise Notice shall be executed by the Beneficiary and shall be hand delivered or sent by certified mail to the Company or its designated representative or by facsimile promptly confirmed by certified mail to the Company. In compliance with Article 2.3 below, if the payment of the aggregate exercise price of all Exercised Shares is made by bank check, the original check shall be attached to the Exercise Notice. If the subscription price of the shares is paid by wire transfer, the subscription price of the shares shall be paid by wire transfer to the Company’s bank account at the latest within ten (10) calendar days following the receipt by the Company of the Exercise Notice. In any case, the Warrants shall be deemed to be exercised validly only upon receipt by the Company of a valid Exercise Notice to which is attached a proof of payment by the Beneficiary of the aggregate exercise price.

Upon exercise of the Warrants, the shares issued to the Beneficiary shall be assimilated with all other ordinary shares of the Company and shall be entitled to any dividend for the fiscal year during which the Exercised Shares are subscribed and issued.

2.3. Payment of the Exercised Shares

Payment of the aggregate exercise price of the Exercised Shares shall be made, at the election of the Beneficiary, by:

- (1) bank wire transfer;
- (2) bank check;
- (3) offset against receivables in accordance with applicable French law; or
- (4) any combination of the above methods of payment.

Article 3 — Other terms of the Warrants

In compliance with applicable French law:

In the event of a reduction in share capital of the Company due to losses by way of reduction of the number of outstanding shares of the Company, the right of the holder of the Warrants as regards the number of shares to be issued upon exercise of the Warrants shall be reduced accordingly, as if the Warrants holder had been a shareholder of the Company as from the date of issuance of the Warrants.

In the event of a reduction in share capital of the Company due to losses by way of reduction of the par value of the Company’s shares, the subscription price of the shares issued upon exercise of the Warrants shall not change, the issue premium being increased by the amount of the reduction of the par value.

In the event of a reduction in share capital of the Company not related to losses by way of reduction of the par value of the shares, the subscription price of the shares issued upon exercise of the Warrants shall be reduced accordingly.

In the event of a reduction in share capital of the Company not related to losses by way of reduction of the number of shares, the holder of the Warrants, if he exercises the Warrants, shall be entitled to request the repurchase of his shares under the same conditions as if he had been a shareholder of the Company as at the date of the repurchase by the Company of its own shares.

In case of rights issue (in which all shareholders are offered to participate prorata their respective equity stake), the Company will take either or several of the following decisions to preserve the rights of the holder of the Warrants, in accordance with the provisions of Article L. 228-99 of the French Commercial

Code:

1. either permit the holder of the Warrants to exercise it immediately to enable the Beneficiary to participate in the rights issue, which will not alter or limit the rights of the Beneficiary to exercise the Warrants under Section 2.1 of this Warrant Agreement; or
2. take any measures which will allow the Beneficiary, should he exercises the Warrants subsequently, to irrevocably subscribe at that time its prorata share of the new issue or obtain a free allotment, or receive cash or goods similar to those distributed in the rights issue, in the same quantities or proportions and under the same conditions as if the Beneficiary already exercised the Warrants and had thus been a shareholder of the Company at the time when those operations took place, or
3. adjust the conditions of subscription initially fixed in order to take account of the impact of the rights issue. In that case, such adjustment will be carried out by applying the method provided for in Article R. 228-91 of French Commercial Code, it being specified that the value of the preferential subscription right as well as the value of the share before detachment of the subscription right shall be determined, if need be, by the board of directors on the basis of the subscription, exchange or sale price per share retained at the time of the last operation occurred on the Company's share capital (share capital increase, contribution in kind, sale of shares, etc.) during the six (6) month-period preceding the said meeting of the board of directors, or, if no such transaction has been carried out during the said period, on the basis of any other financial parameter that appears relevant to the board of directors (and which will be confirmed by the Company's auditor).

The Company is authorized, without requesting the specific consent of the holder of the Warrants, to modify its corporate form and its corporate purpose.

In compliance with the provisions of Article L. 228-98 of the French Commercial Code, the Company cannot amend the rules regarding profit allocation, amortize the share capital and create and issue preferred shares entailing any such modification or amortization without requesting the specific consent of the holder of the Warrants.

Article 4 - Governing Law

This agreement is governed by the laws of the Republic of France.

Any claim or dispute arising under this agreement shall be subject to the exclusive jurisdiction of the court competent for the place of the registered office of the Company.

Executed at [];
in two (2) original copies,
on

[]

Talend SA

Name: []
Title: []

EXHIBIT 1

SUBSCRIPTION FORM OF THE WARRANTS

TALEND
Société anonyme au capital de [] euros
Siège social : 9, rue Pages - 92150 Suresnes
484 175 252 R.C.S. Nanterre

SUBSCRIPTION FORM

Amount and terms of the issuance of the warrants

Issuance at a total price of EUR [] of [] warrants (hereafter the “**Warrants**”), giving the right to subscribe a maximum number of [] ordinary shares, at a fixed price of EUR [] each (issue premium included), to be fully paid up in cash or by way of offset against receivables and the subscription of which has been reserved to the subscriber.

The issuance has been decided by the board of directors of TALEND on [] pursuant to the authorization granted to it by the shareholders' meeting of [].

The terms and conditions of the Warrants are described in the warrant agreement executed by the subscriber and TALEND on [], 2016.

The subscription period is opened from [], 2016 to [], 2016 included.

The amount of the subscription shall be addressed to the registered office of the Company or transferred on the bank account opened in the name of the Company with Bank [], Bank Code: [] Desk Code: [], Account: [], Cle RIB: [], IBAN International Bank Account Number [] (the "Bank Account").

—ooOoo—

The undersigned:

[], residing at [],

acknowledging the terms and conditions of the Warrants,

hereby subscribes the Warrants and pays the amount of its subscription, i.e. EUR [], by bank transfer to the Bank Account.

Executed in []

On []

In two copies

[]*

* Signature preceded by: "Approval for formal and irrevocable subscription of [] Warrants"

EXHIBIT 2

Short-form Shareholders' Agreement

1

EXHIBIT 3

EXERCISE NOTICE OF THE WARRANTS (Share subscription form)

TALEND SA

[]

[]

France [], []

Attention: []

[], residing at [],

holder of [] Warrants, each giving right to subscribe for an ordinary share of TALEND (the "Company") issued pursuant to the resolution of the board of directors of the Company dated [],

having examined the terms and conditions of the Warrants,

hereby

exercise [] Warrants

and

subscribe consequently for [] ordinary shares of the Company, for a subscription price per share of EUR [], share premium included,

pays, for this subscription, the total amount of EUR [], corresponding to the aggregate of the nominal value and the share premium of the above mentioned ordinary shares,

by wire transfer to the Company's bank account opened at [], Bank Code: [], Desk Code: [], Account: [], Cle RIB:
[], IBAN International Bank Account Number [].

Executed at []

On []

In two copies

[]*

* Signature preceded by: "Approval for formal and irrevocable subscription of [] ordinary shares" (number of shares to be mentioned in both figures and letters.)