

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

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **June 15, 2021**

Talend S.A.

(Exact name of registrant as specified in its charter)

France
(State or other jurisdiction of
incorporation)

001-37825
(Commission File Number)

Not Applicable
(IRS Employer
Identification No.)

5-7, rue Salomon de Rothschild
Suresnes, France
(Address of principal executive offices)

92150
(Zip Code)

+33 (0) 1 4 6 25 06 00
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol (s)	Name of exchange on which registered
American Depositary Shares, each representing one ordinary share, nominal value €0.08 per share	TLND	The NASDAQ Stock Market LLC
Ordinary shares, nominal value €0.08 per share*		The NASDAQ Stock Market LLC*

* Not for trading, but only in connection with the listing of the American Depositary Shares on the NASDAQ Stock Market LLC.

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

On June 15, 2021, the board of directors of Talend S.A. (“Talend”) approved the execution of, and Talend executed, an asset contribution agreement under the demerger legal regime in accordance with French law (the “Demerger Agreement”). Following and subject to the successful consummation of the tender offer made by Tahoe Bidco B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of the Netherlands (“Purchaser”), pursuant to a Schedule TO filed with the SEC on June 11, 2021 (the “Offer”), Talend intends to transfer all of its assets and liabilities to a *société par actions simplifiée* organized under the laws of France that is wholly owned by Talend (“Talend SAS”), in accordance with the Demerger Agreement (such transaction, the “Demerger”). Pursuant to the Demerger Agreement, the Demerger is subject to conditions precedent, including the consummation of the Offer and the approval of the Demerger by the shareholders of Talend.

The foregoing description of the Demerger Agreement is included to provide information regarding its terms and does not purport to be complete and is qualified in its entirety by reference to the Demerger Agreement, which is filed as Exhibit 2.1 to this Current Report on Form 8-K, and is incorporated herein by reference.

Additionally, on June 15, 2021, the board of directors of Talend approved the execution of, and Talend executed, a cross-border merger plan (the “Merger Plan”), in accordance with Articles 2:309 *et seq.* and 2:333b *et seq.* of the Dutch Civil Code (*Burgerlijk Wetboek*) (the “DCC”) and Articles L. 236-1 *et seq.* and L. 236-25 *et seq.* of the French Commercial Code, entered into between Talend and Tahoe AcquireCo B.V., a Dutch private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of the Netherlands that is a direct, wholly-owned subsidiary of Purchaser (“Tahoe AcquireCo B.V.”). Following and subject to the successful consummation of the Demerger, a cross-border merger (the “Merger”) will be effectuated pursuant to the Merger Plan whereby Tahoe AcquireCo B.V. will survive the Merger and as a result of such Merger, each ordinary share and American Depositary Share of Talend outstanding immediately prior to the consummation of the Merger will be exchanged into one duly authorized, validly issued and fully paid share of Tahoe AcquireCo B.V. Pursuant to the Merger Plan, the completion of the Merger is subject to conditions precedent including the consummation of the Offer and the approval of the Merger by the shareholders of Talend.

The foregoing description of the Merger Plan is included to provide information regarding its terms and does not purport to be complete and is qualified in its entirety by reference to the Merger Plan, which is filed as Exhibit 2.2 to this Current Report on Form 8-K, and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
2.1	Contribution Agreement, entered into by and between Talend S.A. and Talend S.A.S., dated as of June 15, 2021.
2.2	Joint Cross-Border Merger Plan, between Talend S.A. and Tahoe AcquireCo B.V., dated as of June 15, 2021.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

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 hereunto duly authorized.

TALEND S.A.

Date: June 21, 2021

By: /s/ Aaron Ross

Aaron Ross
General Counsel

En date du 15 juin 2021 / Dated June 15, 2021

TRAITE D'APPORT PARTIEL D'ACTIFS SOUMIS AU REGIME DES SCISSIONS

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CONTRIBUTION AGREEMENT

ENTRE
(ENTERED INTO BY AND BETWEEN)

TALEND SA

ET

(AND)

TALEND SAS

**TRAITE D'APPORT PARTIEL D'ACTIFS SOUMIS AU REGIME
DES SCISSIONS**

ENTRE LES SOUSSIGNÉES

TALEND SA, société anonyme de droit français au capital de 2.608.210,56 euros, dont le siège social est sis 5-7 rue Salomon de Rothschild, 92150 Suresnes (France), immatriculée au registre du commerce et des sociétés de Nanterre sous le numéro 484 175 252 (ci-après « **Talend SA** » ou la « **Société Apporteuse** »),

représentée par Christal Bemont, agissant en qualité de Directeur Général, dûment habilité(e) à l'effet des présentes,

D'UNE PART,

ET

TALEND SAS, société par actions simplifiée de droit français au capital de 2 euros, dont le siège social est sis 5-7 sur Salomon de Rothschild, 92150 Suresnes (France), immatriculée au registre du commerce et des sociétés de Nanterre sous le numéro 852 579 184 (ci-après « **Talend SAS** » ou la « **Société Bénéficiaire** »),

représentée par Christal Bemont agissant en qualité de Président, dûment habilité(e) à l'effet des présentes,

D'AUTRE PART,

(la Société Apporteuse et la Société Bénéficiaire sont ci-après désignées ensemble les « **Parties** », et individuellement une « **Partie** »).

APRES AVOIR RAPPELE QUE :

- (A) La Société Apporteuse détient 100% du capital social et des droits de vote de la Société Bénéficiaire.
- (B) La Société Apporteuse fournit des logiciels et services dans les domaines de l'intégration de données et de l'intégrité des données (l'« **Activité** »).

CONTRIBUTION AGREEMENT

BETWEEN THE UNDERSIGNED

TALEND SA, *société anonyme* organized under French law, with a share capital of 2.608.210,56 euros, whose registered office is located: 5-7, Rue Salomon de Rothschild, 92150 Suresnes (France), registered with the trade and companies register of Nanterre under the number 484 175 252 (hereunder "**Talend SA**" or the "**Contributing Company**"),

represented by Christal Bemont, acting as CEO, duly authorized for the purpose hereof,

ON THE ONE HAND,

AND

TALEND SAS, *société par actions simplifiée* organized under French law, with a share capital of 2 euros, whose registered office is located: 5-7, Rue Salomon de Rothschild, 92150 Suresnes (France), registered with the trade and companies register of Nanterre under the number 852 579 184 (hereunder "**Talend SAS**" or the "**Beneficiary Company**").

represented by Christal Bemont, acting as President, duly authorized for the purpose hereof,

ON THE OTHER HAND,

(the Contributing Company and the Beneficiary Company being together hereunder referred to as the "**Parties**" and each a "**Party**").

WHEREAS:

- (A) The Contributing Company holds 100% of the share capital and voting rights of the Beneficiary Company.
- (B) The Contributing Company provides software and services in the areas of data integration and data integrity (the "**Business**").

- (C) Le 10 mars 2021, Talend SA a signé un protocole d'accord (*memorandum of understanding*, tel que modifié de temps à autres conformément à ses stipulations, le « **MoU** ») avec Tahoe Bidco (Cayman) LLC, une société indirectement contrôlée par Thoma Bravo (« **Thoma Bravo** »), un fonds d'investissement spécialisé dans les secteurs des logiciels et des services technologiques, en vertu duquel Thoma Bravo s'engage, à travers une offre publique d'achat régie par le droit américain et initiée par une société affiliée, à acquérir en numéraire, sous certaines conditions, la totalité des actions ordinaires et des *American Depositary Shares* (« **ADS** ») de Talend SA en circulation pour un montant de 66,00 dollars U.S. par action ordinaire et par ADS (chaque ADS représentant une action ordinaire) (l'« **Offre Américaine** »).
- (D) L'Offre Américaine a été initiée par Tahoe Bidco B.V., une société privée à responsabilité limitée, de droit néerlandais, affiliée à Thoma Bravo et établie sous la forme d'une *besloten vennootschap met beperkte aansprakelijkheid*, dont le siège social est situé à Amsterdam, Pays-Bas, immatriculée à la Chambre de Commerce des Pays-Bas sous le numéro 82130795 (« **Tahoe Bidco B.V.** »), au sens des textes applicables et conformément au MoU, le 11 juin 2021.
- (E) Sous réserve notamment du succès de l'Offre Américaine, et conformément au MoU, il est envisagé de mettre en œuvre un projet de réorganisation du groupe Talend à la suite du règlement-livraison de l'Offre Américaine (la « **Réorganisation Post-Offre**»), par la voie notamment de l'Apport et de la Fusion (tels que ces termes sont définis ci-après).
- (F) Ainsi, les Parties sont convenues que Talend SA apportera, selon les termes et sous les conditions prévues aux présentes, au profit de Talend SAS l'ensemble des actifs et passifs, droits et obligations de toute nature et autres rapports juridiques liés à son Activité, à l'exception des Eléments Exclus (tel que ce terme est défini ci-après) (les « **Eléments Apportés** » ou la « **Branche d'Activité** ») (l'« **Apport** »).
- (C) On March 10, 2021, Talend SA signed a memorandum of understanding (as amended from time to time in accordance with its terms, the "**MoU**") with Tahoe Bidco (Cayman) LLC, a company indirectly controlled by Thoma Bravo ("**Thoma Bravo**"), an investment fund specialized in technological software and services, under which Thoma Bravo undertakes, through a tender offer governed by the laws of the United States of America and initiated by an affiliated company, to purchase with cash, under certain conditions, all ordinary shares and American Depositary Shares ("**ADS**") issued by Talend SA for USD 66.00 per ordinary share and per ADS (each ADS representing one ordinary share) (the "**U.S. Offer**").
- (D) The U.S. Offer was initiated by Tahoe Bidco B.V., a private company with limited liability organized under Dutch law, affiliated with Thoma Bravo, and incorporated as a *besloten vennootschap met beperkte aansprakelijkheid*, whose registered office is located in Amsterdam, Netherlands, registered with the Dutch Chamber of Commerce under the number 82130795 ("**Tahoe Bidco B.V.**"), within the meaning of applicable law and in accordance with the MoU, on June 11, 2021.
- (E) Subject to, *inter alia*, the success of the U.S. Offer, and in accordance with the MoU, the implementation of a project to reorganize the Talend group is planned following the consummation of the U.S. Offer (the "**Post-Offer Reorganization**") by means of, *inter alia*, the Contribution and the Merger (as such terms are defined hereinafter).
- (F) Therefore, the Parties have agreed that Talend SA will contribute, under the terms and conditions set forth herein, to the benefit of Talend SAS, all of its assets and liabilities, rights and obligations of any kind, and other legal relationships related to its Business, except for the Excluded Assets and Liabilities (as this term is defined below) (the "**Contributed Assets and Liabilities**" or the "**Business Branch**") (*branche d'activité*) (the "**Contribution**").
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- (G) Il est par ailleurs envisagé, dans le cadre de la Réorganisation Post-Offre, qu'aux termes d'un traité de fusion transfrontalière conclu à la date des présentes entre Talend SA et Tahoe AcquireCo B.V., une société privée à responsabilité limitée de droit néerlandais détenue par Tahoe Bidco B.V. (« **Tahoe AcquireCo B.V.** ») (le « **Traité de Fusion** »), sous la condition suspensive notamment du succès de l'Offre Américaine et de la réalisation de l'Apport, Tahoe AcquireCo B.V. et Talend SA procéderont à une fusion transfrontalière réalisée conformément aux dispositions de la directive (UE) 2017/1132 du Parlement Européen et du Conseil du 14 juin 2017 relative à certains aspects du droit des sociétés aux termes de laquelle Tahoe AcquireCo B.V. recevra l'intégralité des actifs et des passifs de Talend SA par voie d'un transfert universel de patrimoine, et Talend SA cessera d'exister (la « **Fusion** »).
- (H) A la date de réalisation juridique de la Réorganisation Post-Offre, Talend SAS sera contrôlée par Tahoe Bidco B.V.
- (I) Les Parties ont arrêté les termes du présent traité d'apport afin de fixer les conditions et modalités de l'Apport (le « **Traité d'Apport** »).
- (G) As part of the Post-Offer Reorganization, it is also planned that, pursuant to the terms of a cross-border merger plan entered into as of the date hereof between Talend SA and Tahoe AcquireCo B.V., a private company with limited liability organized under Dutch law and owned by Tahoe Bidco B.V. ("**Tahoe AcquireCo B.V.**") (the "**Merger Plan**"), under *inter alia* the condition precedent of the success of the U.S. Offer and the completion of the Contribution, Tahoe AcquireCo B.V. and Talend Sa shall proceed to a cross-border merger conducted pursuant to the provisions of the directive (UE) 2017/1132 of the European Parliament and Council dated June 14, 2017 as part of which Tahoe AcquireCo B.V. shall receive all the assets and liabilities of Talend SA by universal succession of title and Talend SA shall cease to exist (the "**Merger**").
- (H) On the date of the legal completion of the Post-Offer Reorganization, Talend SAS will be controlled by Tahoe Bidco B.V.
- (I) The Parties have agreed to this contribution agreement to set the terms and conditions of the Contribution (the "**Contribution Agreement**").
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CECI EXPOSE, IL EST CONVENU ET ARRETE CE QUI SUI:

1. PRESENTATION DES PARTIES ET LIENS ENTRE ELLES

1.1 Présentation de la Société Apporteuse

La Société Apporteuse est une société anonyme soumise au droit français, dont le siège social est sis 5-7 rue Salomon de Rothschild, 92150 Suresnes (France), immatriculée au registre du commerce et des sociétés de Nanterre sous le numéro 484 786 249.

La Société Apporteuse a pour objet, tel que décrit à l'article 3 de ses statuts, soit directement, soit indirectement, notamment par l'intermédiaire de filiales ou de participations, en France et à l'étranger :

- le développement, la recherche, la production, la commercialisation, l'achat, la vente, la location, l'après-vente de logiciels et/ou matériels informatiques,
- la fourniture et la vente de prestations de services aux utilisateurs notamment en matière de formation, de démonstration, de méthodologie, de déploiement et d'utilisation,
- la fourniture et la vente de ressources informatiques en combinaison ou non avec des logiciels ou des prestations de services,
- la création, l'acquisition, la location, la prise en location-gérance de tous fonds de commerce, la prise à bail, l'installation, l'exploitation de tous établissements,
- l'acquisition, l'exploitation ou la cession de tous droits de propriété intellectuelle ou industrielle ainsi que de tout savoir-faire dans le domaine informatique,
- et, plus généralement, la participation à toute entreprise ou société créée ou à créer ainsi que la réalisation de toutes opérations juridiques, économiques, financières, industrielles, civiles et commerciales, mobilières ou immobilières, se rattachant directement ou indirectement, en tout ou en partie, à l'objet ci-dessus ou à tous autres objets similaires ou connexes.

THIS BEING SAID, IT IS AGREED AND DETERMINED AS FOLLOWS:

1. PRESENTATION OF THE PARTIES AND THEIR RELATIONSHIP

1.1 Presentation of the Contributing Company

The Contributing Company is a *société anonyme* organized under French law, whose registered office is located: 5-7, Rue Salomon de Rothschild, 92150 Suresnes (France), registered with the trade and companies register of Nanterre under the number 484 786 249.

As described in Article 3 of its bylaws, the Contributing Company's purpose is to directly or indirectly, in particular through subsidiaries or shareholdings, in France and abroad:

- the development, research, production, marketing, purchase, sale, rental, after-sales service of software and/or IT equipment,
- the supply and sale of user services including in particular training, demonstration, methodology, rollout and use,
- the supply and sale of IT resources, whether combined or not with software or service delivery,
- the creation, acquisition, rental, lease-management of all business assets or facilities, lease, installation, operation of all establishments,
- the acquisition, use or sale of all intellectual or industrial property rights as well as any expertise in the field of information technology,
- and, more generally, investing in any enterprise or company created or to-be-created as well as carrying out any legal, economic, financial, industrial, civil and commercial transactions, whether in movable property or real estate, directly or indirectly relating, in whole or in part, to the aforementioned purpose or to other similar or related purposes.

À la date des présentes, le capital social de la Société Apporteuse est de 2.608.210,56 euros divisé en 32.602.632 actions ordinaires de 0,08 euro de nominal chacune, intégralement libérées et toutes de même catégorie.

Les ADS de la Société Apporteuse sont admises aux négociations sur le *National Association of Securities Dealers Automated Quotation (Nasdaq) Stock Market*.

L'exercice social de la Société Apporteuse commence le 1^{er} janvier et finit le 31 décembre de chaque année.

La Société Apporteuse a mis en place des plans d'intéressement permettant à ses dirigeants et/ou ses employés de souscrire à des actions gratuites, des bons de souscription de parts de créateur d'entreprise (BSPCE), des bons de souscription d'actions (BSA) et des options de souscription d'actions.

La liste de ces plans est jointe en Annexe 1.1 (a).

Le capital social de la Société Apporteuse est susceptible d'évoluer entre la date du présent Traité d'Apport et la Date de Réalisation (telle que définie ci-dessous), en conséquence d'opérations relatives à l'exercice des actions gratuites, bons de souscription d'actions et options de souscription d'actions susvisés.

La Société Apporteuse a également procédé à un emprunt émis hors de France régi par le droit américain réalisé via l'émission d'obligations convertibles le 13 septembre 2019, d'un montant nominal principal global de 125.000.000 euros et le 24 septembre 2019 d'un montant additionnel global de 14.750.000 euros. Cet emprunt obligataire sera transféré à la Société Bénéficiaire dans le cadre de l'Apport.

As of this date, the share capital of the Contributing Company is 2,608,210.56 euros divided in 32,602,632 ordinary shares, each with a par value of 0.08 euro, fully paid and all of the same class.

The ADS of the Contributing Company are admitted to trading on the *National Association of Securities Dealers Automated Quotation (Nasdaq) Stock Market*.

The fiscal year of the Contributing Company starts on January 1st and ends on December 31st of each year.

The Contributing Company has implemented incentive plans allowing its officers and/or its employees to subscribe free shares, warrants for the subscription of business creator shares (*bons de souscription de parts de créateur d'entreprise (BSPCE)*), stock subscription warrants (BSA) and stock options.

The list of those plans is attached as Schedule 1.1.(a).

The share capital of the Contributing Company can change between the date of this Contribution Agreement and the Completion Date (as defined hereunder), following transactions resulting from the exercise of the free shares, the stock subscription warrants, and the stock options mentioned above.

The Contributing Company has also proceeded to a loan issued outside of France, governed by the laws of the United States of America, through the issuance of convertible bonds on September 13, 2019, for a principal aggregate nominal amount of 125,000,000 euros and on September 24, 2019 for an additional aggregate amount of 14,750,000 euros. This bond loan will be transferred to the Beneficiary Company in the context of the Contribution.

A la date du présent Traité d'Apport, la Société Apporteuse n'a pas émis ni consenti de titres, de valeurs mobilières donnant accès ou non à son capital ou de droits donnant accès à son capital, et plus généralement de droits particuliers ou d'avantages particuliers autres que ceux mentionnés ci-dessus.

Les statuts de la Société Apporteuse en vigueur à la date des présentes sont joints en en Annexe 1.1(c).

1.2 Présentation de la Société Bénéficiaire

La Société Bénéficiaire est une société par actions simplifiée soumise au droit français, dont le siège social est sis 5-7 rue Salomon de Rothschild, 92150 Suresnes (France), immatriculée au registre du commerce et des sociétés de Nanterre sous le numéro 852 579 184.

La Société Bénéficiaire a pour objet, tel que décrit à l'article 3 de ses statuts, soit directement, soit indirectement, notamment par l'intermédiaire de filiales ou de participations, en France et à l'étranger :

- le développement, la recherche, la production, la commercialisation, l'achat, la vente, la location, l'après-vente de logiciels et/ou matériels informatiques,
- la fourniture et la vente de prestations de services aux utilisateurs notamment en matière de formation, de démonstration, de méthodologie, de déploiement et d'utilisation,
- la fourniture et la vente de ressources informatiques en combinaison ou non avec des logiciels ou des prestations de services,

As of the date of this Contribution Agreement, the Contributing Company has not issued or granted any securities, securities giving access or not to its share capital or rights giving access to its share capital, and more generally any special rights or benefits, other than those mentioned above.

The bylaws of the Contributing Company in effect on the date hereof are attached as Schedule 1.1(c).

1.2 Presentation of the Beneficiary Company

The Beneficiary Company is a *société par actions simplifiée* organized under French Law, whose registered office is located at: 5-7, Rue Salomon de Rothschild, 92150 Suresnes (France), registered with the trade and companies register of Nanterre under the number 852 579 184.

As described in Article 3 of its bylaws, the Beneficiary Company's purpose is directly or indirectly, in particular through subsidiaries or shareholdings, in France and abroad:

- the development, research, production, marketing, purchase, sale, rental, after-sales service of software and/or IT equipment,
- the supply and sale of user services including in particular training, demonstration, methodology, rollout and use,
- the supply and sale of IT resources, whether combined or not with software or service delivery,
- the creation, acquisition, rental, lease-management of all business assets or facilities, lease, installation, operation of all establishments,

- la création, l'acquisition, la location, la prise en location-gérance de tous fonds de commerce, la prise à bail, l'installation, l'exploitation de tous établissements,
- l'acquisition, l'exploitation ou la cession de tous droits de propriété intellectuelle ou industrielle ainsi que de tout savoir-faire dans le domaine informatique,
- et, plus généralement, la participation à toute entreprise ou société créée ou à créer ainsi que la réalisation de toutes opérations juridiques, économiques, financières, industrielles, civiles et commerciales, mobilières ou immobilières, se rattachant directement ou indirectement, en tout ou en partie, à l'objet ci-dessus ou à tous autres objets similaires ou connexes.

À la date des présentes, le capital social de la Société Bénéficiaire est de deux euros divisé en deux actions ordinaires de un euro de nominal chacune, intégralement libérées et toutes de même catégorie.

La Société Bénéficiaire n'a émis aucune obligation ni aucune autre valeur mobilière donnant accès ou non, directement ou indirectement, à son capital.

A la date du présent Traité d'Apport, la Société Bénéficiaire n'a pas consenti de droits particuliers (autres que les actions décrites ci-dessus) ou d'avantages particuliers aux associés ou à tout autre porteur de titres.

L'exercice social de la Société Bénéficiaire commence le 1^{er} janvier et finit le 31 décembre de chaque année.

Les statuts de la Société Bénéficiaire en vigueur à la date des présentes sont joints en Annexe 1.2.

- the acquisition, use or sale of all intellectual or industrial property rights as well as any expertise in the field of information technology,
- and, more generally, investing in any enterprise or company created or to-be-created as well as carrying out any legal, economic, financial, industrial, civil and commercial transactions, whether in movable property or real estate, directly or indirectly relating, in whole or in part, to the aforementioned purpose or to other similar or related purposes.

As of this date, the share capital of the Beneficiary Company is two euros divided in two ordinary shares, each with a par value of one euro, fully paid and all of the same class.

The Beneficiary Company has neither issued any bond nor any other security giving access or not, directly or indirectly, to its share capital.

As of the date of this Contribution Agreement, the Beneficiary Company has not granted any special right (other than the shares described above) or benefit to its shareholders or to any other security holders.

The fiscal year of the Beneficiary Company starts on January 1st and ends on December 31st of each year.

The bylaws of the Beneficiary Company in effect on the date hereof are attached as Schedule 1.2.

1.3 Liens entre les Parties

La Société Apporteuse détient l'intégralité des actions composant le capital social de la Société Bénéficiaire.

La Société Bénéficiaire ne détient aucune participation dans le capital social de la Société Apporteuse.

À la date des présentes, certains dirigeants de la Société Apporteuse exercent des fonctions en qualité de mandataire social au sein de la Société Bénéficiaire. Les extraits K-bis de la Société Apporteuse et de la Société Bénéficiaire sont joints en Annexe 1.3.

2. MOTIFS ET BUTS DE L'APPORT

Ainsi qu'il est énoncé en préambule du présent Traité d'Apport, le présent Apport par la Société Apporteuse au profit de la Société Bénéficiaire s'inscrit dans le cadre d'un projet de réorganisation global du groupe Talend, comprenant notamment l'Apport et la Fusion, qui serait mis en œuvre en cas succès de l'Offre Américaine.

L'Apport est la première étape de ce projet de réorganisation global et a pour objectif, préalablement à la Fusion, de filialiser les activités de Talend SA au sein de Talend SAS afin de maintenir les activités, employés et actifs du groupe Talend dans leurs pays actuels respectifs (que ce soit en France, aux Etats-Unis ou dans tout autre pays). L'Apport sera en effet suivi de la Fusion, au résultat de laquelle la Société Apporteuse sera absorbée par Tahoe AcquireCo B.V.. Tahoe AcquireCo B.V. détiendrait donc 100 % du capital social de la Société Bénéficiaire.

1.3 Relationship between the Parties

The Contributing Company holds all the shares composing the share capital of the Beneficiary Company.

The Beneficiary Company does not hold any interest in the share capital of the Contributing Company.

As of the date hereof, some executives of the Contributing Company hold positions as corporate officers within the Beneficiary Company. The certificates of incorporation of the Contributing Company and of the Beneficiary Company are attached in Schedule 1.3.

2. REASONS AND PURPOSES OF THE CONTRIBUTION

As stated in the recitals of this Contribution Agreement, this Contribution by the Contributing Company to the Beneficiary Company is part of a global reorganization project of the Talend group, including, among others, the Contribution and the Merger, which would be implemented in the event of the success of the U.S. Offer.

The Contribution is the first step of this global reorganization project and its objective, prior to the Merger, is to spin-off Talend SA's activities into Talend SAS in order to maintain the activities, employees and assets of the Talend group in their respective current countries (whether in France, the United States or any other country). The Contribution will be followed by the Merger, as a result of which the Contributing Company will be merged with and into Tahoe AcquireCo B.V. Tahoe AcquireCo B.V. would therefore hold 100% of the share capital of the Beneficiary Company.

3. AUTORISATIONS SOCIALES - INSTANCES REPRESENTATIVES DU PERSONNEL - COMMISSAIRE A LA SCISSION

3.1 Autorisations sociales

Le conseil d'administration de la Société Apporteuse, lors de sa réunion qui s'est tenue le 15 juin 2021, a arrêté les termes du présent Traité d'Apport, autorisé sa signature et délégué à la Directrice Générale de Talend SA, avec faculté de subdélégation, tous les pouvoirs à l'effet de finaliser, reproduire toute mention, signer, parapher le Traité d'Apport, la déclaration de conformité prévue à l'article L. 236-6 du Code de commerce et tout autre document nécessaire ou utile à la réalisation de l'Apport et, plus généralement, faire tout le nécessaire pour permettre la réalisation de l'Apport.

Les Parties n'entendent pas appliquer le régime « simplifié » des apports partiels d'actifs soumis au régime des scissions prévu aux alinéas 2 et 3 de l'article L. 236-22 du Code de commerce.

Le Président de Talend SAS a arrêté les termes du présent Traité d'Apport par décision en date du 15 juin 2021.

L'approbation de l'Apport sera soumise à l'assemblée générale extraordinaire de Talend SA.

L'approbation de l'Apport sera soumise à l'associé unique de Talend SAS.

3.2 Instances représentatives du personnel

Le comité social et économique de la Société Apporteuse a été informé et consulté sur le projet d'Apport et a émis un avis sur ce projet lors de sa réunion en date du 27 avril 2021.

3. CORPORATE AUTHORISATIONS - STAFF REPRESENTATIVE BODIES - DEMERGER APPRAISER

3.1 Corporate authorisations

The board of directors of the Contributing Company, at its meeting held on June 15, 2021, agreed on the terms of this Contribution Agreement, authorized its execution and delegated to the Chief Executive Officer of Talend SA, with the right to sub-delegate, all powers to finalize, reproduce any and all references, sign and initial the Contribution Agreement, the declaration of compliance provided for in Article L. 236-6 of the French Commercial Code and any other document necessary or useful to complete the Contribution and, in general, to do all that is necessary to allow the Contribution to be completed.

The Parties do not intend to submit the Contribution to the "simplified" regime for contributions subject to the regime for demergers provided for in paragraphs 2 and 3 of Article L. 236-22 of the French Commercial Code.

The Chairman of Talend SAS has approved the terms of this Contribution Agreement by decision dated June 15, 2021.

Approval of the Contribution will be submitted to the extraordinary general meeting of Talend SA.

Approval of the Contribution will be submitted to the sole shareholder of Talend SAS.

3.2 Staff representative bodies

The social and economic committee of the Contributing Company was informed and consulted on the proposed Contribution and issued an opinion on the proposal at its meeting on April 27, 2021.

3.3 Commissaires à la scission

Sur requête conjointe des Parties, Monsieur Christophe Bonte, exerçant au sein du Cabinet Grant Thornton France, au 29 Rue du Pont, 92200 Neuilly-sur-Seine, a été désigné par le Tribunal de commerce de Nanterre le 27 avril 2021 en qualité de Commissaire à la scission dans le cadre de l'Apport.

Monsieur Christophe Bonte a également été désigné par le Tribunal de commerce de Nanterre, le 27 avril 2021, en qualité de Commissaire à la fusion dans le cadre de la Fusion.

4. COMPTES UTILISÉS POUR ÉTABLIR LES MODALITES DE L'APPORT

Les termes et conditions de l'Apport ont été établis sur la base :

- (i) des comptes annuels de la Société Apporteuse au 31 décembre 2020, tels qu'arrêtés par le Conseil d'administration de la Société Apporteuse le 29 avril 2021 et certifiés par ses commissaires aux comptes, et
- (ii) des comptes annuels de la Société Bénéficiaire au 31 décembre 2020, tels qu'arrêtés par le Président de la Société Bénéficiaire le 21 mai 2021,

figurant en Annexe 4 des présentes.

En application des dispositions de l'article R. 236-3 du Code de commerce, les comptes sociaux certifiés de la Société Apporteuse au 31 décembre 2020 tels qu'arrêtés par son Conseil d'Administration, les comptes annuels approuvés des deux exercices précédents ainsi que le rapport de gestion présentés à l'assemblée de la Société Apporteuse lors de la prochaine assemblée au titre de l'exercice 2020 et les rapports de gestion des deux exercices précédents, seront mis à disposition des actionnaires de la Société Apporteuse trente jours au moins avant la date de l'assemblée générale appelée à se prononcer sur l'Apport.

3.3 Demerger Appraiser

At the joint request of the Parties, Mr. Christophe Bonte, working for Grant Thornton France at 29 rue du Pont, 92200 Neuilly-sur-Seine (France), has been appointed by the Commercial Court of Nanterre on April 27, 2021, as the demerger appraiser (*Commissaire à la fusion*) for the Contribution.

Mr. Christophe Bonte has also been appointed by the Commercial Court of Nanterre on April 27, 2021, as merger Appraiser for the Merger.

4. ACCOUNTS USED TO ESTABLISH THE TERMS OF THE CONTRIBUTION

The terms and conditions of the Contribution have been established on the basis of:

- (i) the annual financial statements of the Contributing Company as of December 31, 2020, as approved by the Board of Directors of the Contributing Company on April 29, 2021, and certified by its statutory auditors, and
- (ii) the annual financial statements of the Beneficiary Company as of December 31, 2020, as approved by the Chairman of the Beneficiary Company on May 21, 2021,

set forth Schedule 4 hereto.

Pursuant to the provisions of Article R. 236-3 of the French Commercial Code, the certified financial statements of the Contributing Company as of December 31, 2020, as approved by its Board of Directors, the approved annual financial statements for the two preceding years and the management report presented to the next meeting of the Contributing Company in respect of the 2020 financial year and the management reports for the two preceding years, will be made available to the shareholders of the Contributing Company at least thirty days before the date of the general meeting called to vote on the Contribution.

De même, les comptes sociaux arrêtés et certifiés de la Société Bénéficiaire au 31 décembre 2020, ainsi que le rapport de gestion y afférent, seront mis à disposition de l'associé unique de la Société Bénéficiaire trente jours au moins avant la date de la décision de l'associé unique appelé à se prononcer sur l'Apport, étant précisé que la Société Bénéficiaire, n'ayant été constituée que le 18 juillet 2019, n'a procédé qu'à un seul arrêté comptable à la date des présentes.

5. RÉGIME JURIDIQUE

Les Parties sont convenues d'un commun accord de soumettre l'Apport au régime juridique des scissions prévu aux articles L. 236-16 à L. 236-21 du Code de commerce, conformément à la faculté offerte à L. 236-22 du Code de commerce.

Il est rappelé que les Parties n'entendent pas appliquer le régime « simplifié » des apports partiels d'actifs soumis au régime des scissions prévu aux alinéas 2 et 3 de l'article L. 236-22 du Code de commerce.

En conséquence, l'Apport emportera transmission universelle, au profit de la Société Bénéficiaire, de l'ensemble des éléments actifs et passifs, droits et obligations de toute nature et autres rapports juridiques de la Société Apporteuse liés à la Branche d'Activité et la Société Bénéficiaire sera substituée dans tous les droits et obligations de la Société Apporteuse liés à la Branche d'Activité à compter de la Date de Réalisation.

Conformément aux dispositions de l'article L. 236-21 du Code de commerce, les Parties conviennent expressément de déroger aux dispositions de l'article L. 236-20 du Code de commerce. Ainsi, la Société Bénéficiaire ne sera tenue que des passifs de la Société Apporteuse mis à charge et ne sera pas débitrice solidaire des autres dettes de la Société Apporteuse. Cette dernière ne restera pas débitrice solidaire des dettes transmises à la Société Bénéficiaire.

Likewise, the approved and certified financial statements of the Beneficiary Company as of December 31, 2020, as well as the related management report, shall be made available to the sole shareholder of the Beneficiary Company at least thirty days before the date of the decision of the sole shareholder called upon to decide on the Contribution, it being specified that the Beneficiary Company, having been incorporated only on July 18, 2019, has only carried out one financial statement as at the date hereof.

5. LEGAL REGIME

The Parties agreed to apply the legal regime for demergers to the Contribution as provided for in Articles L. 236-16 to L. 236-21 of the French Commercial Code, in accordance with the option provided for in Article L. 236-22 of the French Commercial Code.

It is reminded that the Parties do not intend to apply the "simplified" regime for contributions subject to the regime for demergers provided for in paragraphs 2 and 3 of Article L. 236-22 of the French Commercial Code.

Accordingly, the Contribution shall entail universal transfer to the Beneficiary Company of all the assets and liabilities, rights and obligations of any kind and other legal relationships of the Contributing Company relating to the Business Branch and the Beneficiary Company shall be substituted in all the rights and obligations of the Contributing Company relating to the Business Branch as of the Completion Date.

Pursuant to the provisions of Article L. 236-21 of the French Commercial Code, the Parties expressly agree to waive the provisions of Article L. 236-20 of the French Commercial Code. Thus, the Beneficiary Company will only be liable for the liabilities of the Contributing Company assumed and will not be jointly and severally liable for the other debts of the Contributing Company. The latter will not remain jointly and severally liable for the debts transferred to the Beneficiary Company.

En conséquence, les créanciers de la Société Apporteuse et ceux de la Société Bénéficiaire dont la créance est antérieure à la publication du Traité d'Apport pourront former opposition à ce projet dans un délai de trente (30) jours calendaires à compter de la dernière publication, tel que prévue à l'article R. 236-8 du Code de commerce.

6. METHODE D'ÉVALUATION COMPTABLE DE L'APPORT

Conformément aux dispositions du règlement n° 2017-01 du 5 mai 2017 de l'Autorité des normes comptables modifiant l'annexe du règlement ANC N°2014-03 du 15 juin 2014 relatif au plan comptable général modifié, dans la mesure où le présent Apport porte sur une branche autonome d'activité au sens de la réglementation comptable et s'inscrit dans le cadre d'une opération impliquant des sociétés sous contrôle commun au sens dudit règlement, les Eléments Apportés seront transférés à leur valeur nette comptable à la Date d'Effet (tel que ce terme est défini ci-dessous), étant observé que les éléments d'actif et de passif seront apportés dans l'état où ils se trouveront à la Date de Réalisation (tel que ce terme est défini ci-dessous).

7. DATE DE RÉALISATION ET DATE D'EFFET - CONDITION SUSPENSIVE

La réalisation définitive de l'Apport interviendra dès lors que les conditions suspensives suivantes auront été satisfaites ou auront fait l'objet d'une renonciation (la « **Date de Réalisation** ») :

As a result, the creditors of the Contributing Company and those of the Beneficiary Company whose claims predate the publication of the Contribution Agreement may object to this project within a period of thirty (30) calendar days as from the last publication, as provided for in Article R. 236-8 of the French Commercial Code.

6. METHOD OF ACCOUNTING VALUATION OF THE CONTRIBUTION

In accordance with the provisions of Regulation No. 2017-01 of the French Accounting Standards Authority (*Autorité des normes comptables*) of May 5, 2017, amending the appendix to Regulation No. 2014-03 of the French Accounting Standards Authority of June 15, 2014, relating to the amended French general chart of accounts (*Plan comptable général*), insofar as this Contribution relates to an autonomous business branch (*branche d'activité*) within the meaning of accounting regulations and is part of a transaction involving companies under common control within the meaning of the said regulation, the Contributed Assets and Liabilities will be transferred at their net book value on the Effective Date (as defined below), it being noted that the assets and liabilities will be contributed in the same condition as they will be on the Completion Date (as defined below).

7. COMPLETION DATE AND EFFECTIVE DATE - CONDITION PRECEDENT

The Contribution will be completed when the following conditions precedent have been met or waived (the "**Completion Date**"):

- la réalisation de l'Offre Américaine et de l'offre subséquente (*subsequent offering period*) ;
- l'approbation par l'assemblée générale extraordinaire de la Société Apporteuse de l'Apport, de son évaluation et de sa rémunération ;
- l'approbation par l'associé unique de la Société bénéficiaire de l'Apport de son évaluation et de sa rémunération ;

Si ces conditions ne sont pas satisfaites (ou qu'il n'y est pas renoncé) au plus tard six (6) mois à compter de l'accomplissement des publications légales liées à la Fusion telles que prévues à l'article 16.2 du Traité de Fusion, le présent projet d'Apport serait considéré de plein droit comme caduc, sans qu'il y ait lieu à indemnité de part ou d'autre.

Les Conditions Suspensives énumérées ci-dessus sont stipulées au bénéfice des deux Parties et celles-ci ne pourront y renoncer que d'un commun accord et sous réserve que cela soit permis par les lois et règlements applicables.

Conformément aux dispositions des articles L. 236-4 et R. 236-1 du Code de commerce, il est précisé que le présent Apport aura un effet rétroactif au 1^{er} janvier 2021 (la « **Date d'Effet** »). En conséquence, les opérations réalisées entre la Date d'Effet et la Date de Réalisation par la Société Apporteuse, dans le cadre de l'exploitation des éléments transmis, seront considérées de plein droit comme étant faites pour le compte de la Société Bénéficiaire.

8. PROPRIÉTÉ

La Société Bénéficiaire, à compter de la Date de Réalisation, aura la pleine propriété des biens et sera titulaire des droits apportés, composant la Branche d'Activité, en ce compris ceux qui auraient été omis dans le Traité d'Apport ou dans la comptabilité de la Société Apporteuse.

- the consummation of the U.S. Offer and of the subsequent offering period;
- the approval by the extraordinary general meeting of the Contributing Company of the Contribution, its valuation and its remuneration;
- the approval by the sole shareholder of the Beneficiary Company of the Contribution, its valuation and its remuneration;

If these conditions are not met (or waived) by at the latest six (6) months after the announcement of the Merger referred to in section 16.2 of the Merger Plan, this Contribution Agreement draft shall be deemed to have lapsed, without any right to compensation on either side.

The above-mentioned Conditions Precedent are provided for the benefit of both Parties and may only be waived by mutual agreement and subject to applicable laws and regulations.

Pursuant to the provisions of Articles L. 236-4 and R. 236-1 of the French Commercial Code, it is specified that this Contribution shall apply retroactively to January 1st, 2021 (the "**Effective Date**"). Consequently, transactions carried out between the Effective Date and the Completion Date by the Contributing Company in connection with the operation of the transferred assets, shall be deemed to have been carried out on behalf of the Beneficiary Company.

8. OWNERSHIP

As of the Completion Date, the Beneficiary Company shall have full ownership of the assets and shall own the rights contributed as part of the Business Branch, including those that may have been omitted in the Contribution Agreement or in the books of the Contributing Company.

D'une manière générale, la Société Bénéficiaire sera subrogée, purement et simplement, dans tous les droits, actions, obligations et engagements divers de la Société Apporteuse dans la mesure où ces droits, obligations et engagements se rapportent à la Branche d'Activité.

La Société Bénéficiaire accepte de prendre, à compter de la Date de Réalisation, l'ensemble des actifs et passifs, droits et obligations de toute nature et autres rapports juridiques se rapportant à la Branche d'Activité dans l'état où ils se trouveront et comme tenant lieu de ceux désignés dans le présent Traité d'Apport. Ainsi, tous accroissements, tous droits et investissements nouveaux, tous frais généraux, toutes charges et dépenses quelconques afférentes à la Branche d'Activité nés ou engagés par la Société Apporteuse depuis la Date d'Effet incomberont à la Société Bénéficiaire.

9. DÉSIGNATION DES APPORTS - EVALUATION

9.1 Principe général

La Société Apporteuse apporte à la Société Bénéficiaire, qui l'accepte, sous les seules conditions et garanties ci-après stipulées, tous les éléments actifs et passifs, droits et obligations de toute nature et autres rapports juridiques qui composeront la Branche d'Activité à la Date de Réalisation.

A cet égard, les Parties reconnaissent que l'Annexe 9.1 présente une liste d'éléments exclus de l'Apport qui ne se rapportent pas à la Branche d'Activité transférée (les « **Eléments Exclus** ») qui ne seront pas repris par la Société Bénéficiaire et resteront intégralement exploités ou supportés par la Société Apporteuse.

Generally speaking, the Beneficiary Company shall be subrogated, purely and simply, to all the rights, shares, obligations and various commitments of the Contributing Company insofar as these rights, obligations and commitments relate to the Business Branch.

The Beneficiary Company agrees to take, as of the Completion Date, all the assets and liabilities, rights and obligations of any kind and other legal relationships relating to the Business Branch in the state in which they shall be and as being in lieu of those designated in this Contribution Agreement. Thus, all increases, all new rights and investments, all overheads, all charges and expenses whatsoever relating to the Business Branch created or incurred by the Contributing Company since the Effective Date shall be the responsibility of the Beneficiary Company.

9. LISTING OF THE ASSETS AND LIABILITIES CONTRIBUTED - VALUATION

9.1 General principle

The Contributing Company transfers to the Beneficiary Company, which accepts it, subject to the terms and guarantees as provided hereinafter, all the assets and liabilities, rights and obligations of any kind and other legal relationships composing the Business Branch at Completion Date.

In this regard, the Parties acknowledge that Schedule 9.1 provides a list of elements excluded from the Contribution as they do not relate to the transferred Business Branch (the "**Excluded Assets and Liabilities**") which will not be taken over by the Beneficiary Company and will remain fully operated or supported by the Contributing Company.

Au 31 décembre 2020, l'actif et le passif de la Branche d'Activité comprenaient les éléments ci-après énumérés, étant précisé que l'énumération ci-dessous n'a qu'un caractère indicatif et non limitatif, l'ensemble des éléments se rapportant à la Branche d'Activité devant être intégralement transmis à la Société Bénéficiaire dans l'état où ils se trouveront à la Date de Réalisation.

Les énonciations des présentes ne sauraient donc avoir pour effet d'empêcher la transmission et la remise à la Société Bénéficiaire de biens, droits ou d'obligations non désignés (ou insuffisamment désignés) dès lors que lesdits biens, droits ou obligations se rapportent à l'actif et au passif de la Société Apporteuse.

Tout produit ou revenu afférent à la Branche d'Activité qui, postérieurement à la Date de Réalisation de l'Apport, serait perçu par la Société Apporteuse en lieu et place de la Société Bénéficiaire devra être remboursé à l'euro l'euro par la Société Apporteuse à la Société Bénéficiaire, étant précisé que dans chacun des cas, les sommes ainsi perçues devront être remboursées à la Société Bénéficiaire dans les dix (10) Jours Ouvrés suivant leur réception par la Société Apporteuse.

Par ailleurs, les éléments d'actif et de passif apportés seront évalués à leur valeur nette comptable au 31 décembre 2020.

9.2 Eléments d'actif apportés

Sur la base des comptes annuels au 31 décembre 2020, les actifs apportés en application du présent Traité d'Apport s'élèvent à :

As of December 31, 2020, the assets and liabilities of the Business Branch included the elements listed below, it being specified that the list below is only indicative and not exhaustive, and that all the elements relating to the Business Branch must be transferred in full to the Beneficiary Company in the state they shall be in on the Completion Date.

The provisions hereof shall therefore not have the effect of preventing the transfer and delivery to the Beneficiary Company of undesignated (or insufficiently designated) assets, rights or obligations provided that said assets, rights or obligations relate to the assets and liabilities of the Contributing Company.

Any income or revenue relating to the Business Branch which, after the Completion Date of the Contribution, would be received by the Contributing Company in lieu of the Beneficiary Company shall be reimbursed on a euro per euro basis by the Contributing Company to the Beneficiary Company, it being specified that in each case, the amounts thus received shall be reimbursed to the Beneficiary Company within ten (10) Business Days following their receipt by the Contributing Company.

In addition, the assets and liabilities contributed will be valued at their net book value on December 31, 2020.

9.2 Contributed assets

On the basis of the annual financial statements as at December 31, 2020, the assets contributed pursuant to this Contribution Agreement amount to:

	Valeur brute (€) / Gross value (€)	Amortissements & Provisions (€) / Depreciation & Provision(€)	Valeur nette (€) / Net book value (€)
Actif immobilisé			
<i>Fixed assets</i>			
- Immobilisations incorporelles / <i>Intangible assets</i>	10 440 879 €	4 260 249 €	6 180 630 €
- Immobilisations corporelles / <i>Property, plant and equipment</i>	6 946 558 €	2 903 022 €	4 043 536 €
- Immobilisations financières / <i>Financial assets</i>	99 121 190 €	/	99 121 190 €
Actif circulant et autres actifs /			
<i>Current and other assets</i>			
- Créances / <i>Receivables</i>	38 822 538 €	208 012 €	38 614 526 €
- Trésorerie / <i>Cash at bank and in hand</i>	72 871 658 €	/	72 871 658 €
- Autres actifs / <i>other assets</i>	15 749 296 €	/	15 749 296 €
Montant total des éléments d'actif apportés / Total amount of contributed assets	243 952 120 €	7 371 282 €	236 580 838 €

9.3 Eléments du passif pris en charge

Sur la base des comptes annuels au 31 décembre 2020, ces passifs s'élèvent à :

9.3 Contributed liabilities

On the basis of the annual financial statements as at December 31, 2020, these liabilities amount to:

	Valeur nette (€) / Net value (€)
- Provisions / <i>Provisions</i>	10 336 831
- Dettes financières / <i>Financial debts</i>	149 110 330 €
- Dettes fournisseurs / <i>Trade creditors and related accounts</i>	3 634 423 €
- Dettes fiscales et sociales / <i>Tax and social security debts payable</i>	12 010 568 €
- Produits constatés d'avances / <i>Deferred income</i>	37 563 004 €
- Autres dettes / <i>Other payable</i>	545 300 €
- Ecarts de conversion passif / <i>Conversion rate</i>	1 389 325 €
Montant total des éléments de passif pris en charge / Total amount of assumed liabilities	214 589 782 €

9.4 Engagements hors bilan

La Société Bénéficiaire bénéficiera des engagements reçus, le cas échéant, par la Société Apporteuse au titre des biens et droits transférés dans le cadre de l'Apport et se rapportant à la Branche d'Activité, et se substituera à la Société Apporteuse, et sera seule tenue dans la charge des engagements, sûretés ou garanties donnés par cette dernière au titre des biens et droits apportés.

9.5 Contrats

En outre, le bénéfice et la charge de l'exécution après la Date de Réalisation de tous les contrats auxquels la Société Apporteuse est partie seront transférés à la Société Bénéficiaire à compter de la Date de Réalisation.

En particulier, la Société Apporteuse transfèrera à la Société Bénéficiaire le contrat dénommé « *Indenture* » conclu en date du 13 Septembre 2019 entre la Société Apporteuse, U.S. Bank National Association (en qualité de « *Trustee* » aux termes de l'Indenture) et Elavon Financial Services DAC (en qualité de « *Conversion Agent* », « *Paying Agent* », « *Transfer Agent* » et « *Note Registrar* » aux termes de l'Indenture), ledit transfert étant par ailleurs documenté aux termes d'un contrat dénommé « *First Supplemental Indenture* » régi par le droit de l'Etat de New York à conclure entre la Société Apporteuse, la Société Bénéficiaire et le Trustee postérieurement à la réalisation de l'Offre Américaine et avec effet concomitamment à la réalisation de l'Apport, au résultat duquel et conformément aux stipulations de l'Indenture la Société Bénéficiaire, en qualité de « *Successor Company* » aux termes de l'Indenture, sera substituée dans l'ensemble des droits et obligations de la Société Apporteuse au titre de l'Indenture et des 1,75% Convertible Senior Notes dues au 1^{er} septembre 2024 et émises par la Société Apporteuse en septembre 2019.

Une liste non exhaustive des principaux contrats transférés figure en [Annexe 9.5](#).

9.4 Off-balance sheet commitments

The Beneficiary Company shall benefit from the commitments received, as the case may be, by the Contributing Company with respect to the assets and rights transferred in connection with the Contribution and relating to the Business Branch, and shall replace the Contributing Company and be solely liable for the commitments or guarantees given by the latter in respect of the assets and rights contributed.

9.5 Contracts

In addition, the benefit and the burden of performance, after the Completion Date, of all agreements to which the Contributing Company is a party, shall be transferred to the Beneficiary Company as of the Completion Date.

In particular, the Contributing Company shall transfer to the Beneficiary Company the agreement referred to as the "Indenture" dated as of September 13, 2019 between the Contributing Company, U.S. Bank National Association (as "Trustee" under the terms of the Indenture) and Elavon Financial Services DAC (as "Conversion Agent," "Paying Agent," "Transfer Agent" and "Note Registrar" under the terms of the Indenture), which transfer is further documented under a First Supplemental Indenture governed by New York law to be entered into between the Contributing Company, the Beneficiary Company and the Trustee subsequent to the completion of the U.S. Offer and effective concurrently with the completion of the Contribution, as a result of which and in accordance with the terms of the Indenture the Beneficiary Company, as Successor Company under the Indenture, will be substituted in all of the rights and obligations of the Contributing Company under the Indenture and the 1.75% Convertible Senior Notes due on September 1, 2024 and issued by the Contributing Company in September 2019.

A non-exhaustive list of main agreements transferred is set out in [Schedule 9.5](#).

9.6 Participations

Les participations détenues directement par la Société Apporteuse dans les filiales listées en Annexe 9.6 seront transférées à la Date de Réalisation à la Société Bénéficiaire.

Les Parties conviennent de prendre toute mesure, y compris la signature de tout document, qui serait raisonnablement requise aux fins de la réalisation de toute formalité applicable en vertu du droit d'une juridiction autre que la France afin de permettre ou d'enregistrer le transfert (tel que prévu par le présent Traité d'Apport) des titres de toute filiale constituée en vertu des lois d'une telle juridiction.

9.7 Comptes bancaires

Les comptes bancaires dont la liste figure à l'Annexe 9.7 seront transférées à la Date de Réalisation à la Société Bénéficiaire.

9.8 Actif net apporté

Le montant de l'actif net apporté s'élève à :

	Valeur nette (€) / Net book value (€)
Total des éléments d'actif apportés / Total contributed assets	236 580 838 €
Total des éléments de passif pris en charge / Total assumed liabilities	214 589 782 €
Actif net apporté / Net contributed assets	21 991 056 €

10. RÉMUNERATION DE L'APPORT ET PRIME D'APPORT

Les Parties conviennent que la rémunération de l'Apport sera déterminée conformément aux méthodes d'évaluation des Eléments Apportés et des actions de la Société Bénéficiaire à la Date de Réalisation telles que déterminées en Annexe 10.

9.6 Shareholdings

The shareholdings held directly by the Contributing Company in the subsidiaries listed in Schedule 9.6 will be transferred on the Completion Date to the Beneficiary Company.

The Parties agree to take such steps as they may agree, including executing any document, reasonably required for the purposes of any procedural formalities that apply under the law of a jurisdiction other than France in order to perfect or record the transfer (as provided for by this Contribution Agreement) of the shares in any subsidiary incorporated under the laws of such a jurisdiction.

9.7 Bank accounts

The bank accounts listed in Schedule 9.7 will be transferred on the Completion Date to the Beneficiary Company.

9.8 Net contributed assets

The net contributed assets is:

	Valeur nette (€) / Net book value (€)
Total des éléments d'actif apportés / Total contributed assets	236 580 838 €
Total des éléments de passif pris en charge / Total assumed liabilities	214 589 782 €
Actif net apporté / Net contributed assets	21 991 056 €

10. CONSIDERATION FOR THE CONTRIBUTION AND CONTRIBUTION PREMIUM

The Parties agree that the consideration for the Contribution shall be determined pursuant to the valuation method of the Contributed Assets and Liabilities and of the shares of the Beneficiary Company on the Completion Date, as determined in Schedule 10.

Les Parties sont donc convenues que la Société Bénéficiaire procédera, au bénéfice de la Société Apporteuse, à une augmentation de capital d'un montant nominal de 3 693 282 euros, par la création de 3 693 282 actions ordinaires nouvelles, d'une valeur nominale unitaire de 1 euro chacune.

Ces 3 693 282 actions nouvelles porteront, à la Date de Réalisation, jouissance courante et seront entièrement assimilées aux actions ordinaires déjà existantes, jouiront des mêmes droits, supporteront les mêmes charges et donneront droit à toute distribution mise en paiement à compter de leur émission.

La somme correspondant à la différence entre l'actif net apporté à la Date de Réalisation, soit 21 991 056 euros et le montant nominal de l'augmentation de capital de la Société Bénéficiaire devant être réalisée en rémunération de l'Apport, soit 3 693 282 euros à la Date de Réalisation, soit 18 297 774 euros, sera portée au crédit d'un compte « prime d'apport », étant précisé que la Société Bénéficiaire pourra prélever sur cette prime d'apport les sommes nécessaires à la dotation de la réserve légale ainsi qu'aux frais liés à l'Apport, le cas échéant.

La prime d'apport sur laquelle porteront les droits du ou des actionnaires de la Société Bénéficiaire sera inscrite au passif du bilan de la Société Bénéficiaire pour la totalité de son montant.

11. CHARGES ET CONDITIONS

Le présent Traité d'Apport est conclu sous les charges et conditions suivantes que les Parties s'obligent à exécuter :

The Parties have therefore agreed that the Beneficiary Company shall increase its share capital to the benefit of the Contributing Company by a nominal amount of EUR 3,693,282, through the creation of 3,693,282 new ordinary shares with a par value of EUR 1 each.

These 3,693,282 new shares will carry, on the Completion Date, immediate dividend rights and will be fully assimilated to the existing ordinary shares, will enjoy the same rights, will bear the same liabilities and will be entitled to all distributions made in payment from the date of their issuance.

The sum corresponding to the difference between the net contributed assets estimated as of the Completion Date, *i.e.* EUR 21,991,056 and the nominal amount of the share capital increase of the Beneficiary Company to be carried out in consideration for the Contribution, *i.e.* EUR 3,693,282 as of the Completion Date, *i.e.* EUR 18,297,774 shall be credited to a "contribution premium" account, provided that the Beneficiary Company may deduct from this contribution premium the amounts necessary to fund the legal reserve and the expenses related to the Contribution, if any.

The contribution premium on which the rights of the shareholder(s) of the Beneficiary Company will be recorded as liabilities on the balance sheet of the Beneficiary Company's for its full amount.

11. CHARGES AND CONDITIONS

This Contribution Agreement is entered into under the following terms and conditions which the Parties undertake to perform:

11.1 Charges et conditions générales de la Société Bénéficiaire

La Société Bénéficiaire prendra les biens apportés par la Société Apporteuse dans l'état ou ils se trouveront à la Date de Réalisation, sans pouvoir exercer quelque recours que ce soit, pour quelque cause que ce soit, contre la Société Apporteuse.

L'Apport est consenti et accepté moyennant la prise en charge par la Société Bénéficiaire de l'intégralité des éléments du passif se rapportant à la Branche d'Activité.

11.2 Charges et conditions particulières de la Société Bénéficiaire

1. La Société Bénéficiaire aura tous pouvoirs, dès la Date de Réalisation, notamment pour intenter toutes actions judiciaires ou assurer la défense dans toutes actions judiciaires, en lieu et place de la Société Apporteuse, relatives à la Branche d'Activité apportée. En outre, la Société Bénéficiaire sera substituée à la Société Apporteuse en qualité de défendeur ou de demandeur dans les litiges et actions judiciaires en cours et les menaces de litiges et actions judiciaires se rapportant aux éléments d'actif apportés ou au passif pris en charge dans le cadre de l'Apport et se rapportant à la Branche d'Activité.
2. La Société Bénéficiaire exécutera, à compter de la Date de Réalisation, tous traités, marchés, garanties, conventions, engagements et contrats de toute nature liant la Société Apporteuse à des tiers au titre de la Branche d'Activité et sera subrogée purement et simplement dans les droits et obligations de la Société Apporteuse qui en résultent.
3. La Société Bénéficiaire sera débitrice des créanciers de la Société Apporteuse au titre de la Branche d'Activité, en lieu et place de celle-ci, sans que cette substitution n'entraîne novation à l'égard des créanciers.

11.1 Charges and general terms and conditions of the Beneficiary Company

The Beneficiary Company shall take the assets contributed by the Contributing Company in the state in which they are on the Completion Date, without being able to exercise any recourse whatsoever, for any reason whatsoever, against the Contributing Company.

The Contribution is granted and accepted subject to the assumption by the Company Beneficiary of all liabilities relating to the Business Branch.

11.2 Charges and special terms and conditions of the Beneficiary Company

1. The Beneficiary Company shall have full powers, as of the Completion Date, in particular to initiate any legal proceedings or to defend in any legal proceedings, in lieu of the Contributing Company, relating to the contributed Business Branch. In addition, the Beneficiary Company shall be substituted for the Contributing Company as defendant or plaintiff in any pending or threatened litigation and legal actions relating to the assets or liabilities contributed in connection with the Contribution and relating to the Business Branch.
 2. As of the Completion Date, the Beneficiary Company shall perform all treaties, contracts, guarantees, agreements, commitments and contracts of any nature binding the Contributing Company to third parties in respect of the Business Branch and shall be purely and simply subrogated in the rights and obligations of the Contributing Company resulting therefrom.
 3. The Beneficiary Company shall be the debtor of the creditors of the Contributing Company in respect of the Business Branch in lieu of the Contributing Company, without this substitution entailing any novation with respect to the creditors.
-

4. Salariés

Conformément à l'article L. 1224-1 du Code du travail, les contrats de travail de l'ensemble des salariés de la Société Apporteuse (les « **Salariés Transférés** ») seront transférés de plein droit à la Société Bénéficiaire à la Date de Réalisation, avec tous les droits individuels acquis en vertu de ces contrats. En outre, la Société Bénéficiaire procédera à la déclaration administrative nécessaire à l'emploi de salariés en contrat d'apprentissage. Enfin, concernant les stagiaires éventuels, un avenant à leur convention de stage leur sera proposé afin qu'ils puissent, s'ils le souhaitent et sous réserve de l'accord de l'organisme de formation qui a délivré la convention de stage (et qui signera ledit avenant), poursuivre leur stage.

La Société Bénéficiaire sera seule tenue au paiement de l'intégralité des sommes dues aux Salariés Transférés en application de dispositions légales, réglementaires, conventionnelles, contractuelles, et/ou relevant du statut collectif applicable aux Salariés Transférés, quand bien même ces sommes se rapporteraient à une période antérieure à la Date de la Réalisation.

En outre, à compter de la Date de Réalisation, la Société Bénéficiaire sera tenue de payer toutes les cotisations, contributions et charges de sécurité sociale, toutes les cotisations auprès des organismes de retraite ou toutes les cotisations, contributions et charges de toute nature auprès de tout autre organisme, dues au titre des contrats de travail des Salariés Transférés.

4. Employees

Pursuant to Article L. 1224-1 of the French Labor Code, the employment contracts of all employees of the Contributing Company (the "**Transferred Employees**") shall be transferred by operation of law to the Beneficiary Company on the Completion Date, along with all the individual rights acquired by virtue of these contracts. In addition, the Beneficiary Company will make the required administrative declaration for the employment of employees under an apprenticeship contract. Finally, concerning the potential trainees, an amendment to their training agreement will be offered to them so that they can, if they wish and subject to the agreement of the training organization which issued the training agreement (and which will sign the said amendment), continue their training.

The Beneficiary Company shall be solely liable for the payment of all amounts owed to the Transferred Employees pursuant to legal, regulatory, contractual or other provisions, and/or pursuant to the collective status applicable to the Transferred Employees, even if such amounts relate to a period prior to the Completion Date.

In addition, as from the Completion Date, the Beneficiary Company shall be required to pay all social security contributions, fees and charges, all contributions to pension organizations or all contributions, fees and charges of any kind to any other organization, due under the employment contracts of the Transferred Employees.

La Société Bénéficiaire sera substituée à la Société Apporteuse pour l'application des dispositions relatives à la participation des salariés aux résultats de l'entreprise pour les droits des Salariés Transférés acquis à la Date de Réalisation de l'Apport. La Société Bénéficiaire s'engage à inscrire à son bilan, en tant que de besoin, la réserve spéciale de participation correspondant aux droits des Salariés Transférés.

12. DÉCLARATIONS

La Société Apporteuse déclare que:

- (i) elle sera, à la Date de Réalisation, propriétaire de l'ensemble des éléments d'actif et de passif composant la Branche d'Activité apportée ;
- (ii) les éléments apportés ne seront, à la Date de Réalisation, grevés d'aucune inscription quelconque ni d'aucune sûreté, garantie, nantissement, ou autre droit au profit de tiers à l'exception de ceux figurant dans l'extrait des états et nantissements de la Société au 8 juin 2021, dont une copie figure en Annexe 12 et qu'il n'existe aucune contestation de la part de quiconque sur les droits de propriété sur ces éléments ni, à la connaissance de la Société Apporteuse, d'éléments laissant à présumer à ce jour l'existence d'une telle contestation ;
- (iii) elle n'a jamais été en état de liquidation ou de redressement judiciaire et n'a jamais fait l'objet d'une procédure de sauvegarde ou d'une procédure impliquant une suspension provisoire des poursuites, ni d'un règlement amiable, et d'une façon générale qu'elle a la pleine capacité pour la disposition de ses biens.

The Beneficiary Company shall be substituted for the Contributing Company for the application of the provisions relating to employee profit-sharing for the rights of the Transferred Employees acquired on the Completion Date of the Contribution. The Beneficiary Company undertakes to record, as necessary, in its balance sheet, the special profit-sharing reserve corresponding to the rights of the Transferred Employees.

12. DECLARATIONS

The Contributing Company represents that:

- (i) it shall, on the Completion Date, be the owner of all of the assets and liabilities composing the contributed Business Branch;
 - (ii) the transferred elements shall not, at the Completion Date, be subject to any registration or to any security interest, guarantee, pledge or other right in favor of third parties with the exception of those listed in the statements and pledges of the Company extract as of June 8, 2021, a copy of which is attached in Annex 12 and that there is no dispute on the part of any person as to the ownership rights to these elements, nor, to the best of the Contributing Company's knowledge, is there anything to suggest that such a dispute exists at the present time;
 - (iii) it has never been in bankruptcy and has never been subject to legal safeguard procedure (*procédure de sauvegarde*) involving a provisional stay of proceedings, or of an amicable settlement, and in general that it has full capacity for the disposition of its property.
-

13. RÉGIME FISCAL

13.1 Impôt sur les sociétés

Au regard de l'impôt sur les sociétés, l'Apport prendra effet au 1^{er} janvier 2021.

La Branche d'Activité constituant une branche complète et autonome d'activité au sens de l'article 210 B du Code général des impôts, les Parties déclarent placer l'opération d'Apport sous le régime fiscal de faveur des fusions prévu à l'article 210 A du Code général des impôts.

En conséquence, la Société Bénéficiaire s'engage à respecter l'ensemble des dispositions et prescriptions dudit article, et notamment à :

- reprendre, d'une part, à son passif les provisions dont l'imposition est différée, et la réserve où ont été portées les provisions pour fluctuation des cours ;
- se substituer à la Société Apporteuse, le cas échéant, pour la réintégration des résultats afférents aux éléments qui lui sont apportés et dont la prise en compte avait été différée pour l'imposition de cette dernière ;
- calculer les plus-values réalisées ultérieurement à l'occasion de la cession des immobilisations non amortissables qui lui sont apportées d'après la valeur qu'avaient ces éléments, du point de vue fiscal, dans les écritures de la Société Apporteuse ;
- réintégrer dans ses bénéfices imposables à l'impôt sur les sociétés, dans les conditions et délais fixés au d du 3. de l'article 210 A du Code général des impôts, les plus-values dégagées sur l'apport des biens amortissables, et en cas de cession ultérieure d'un de ces biens, constater l'imposition immédiate de la fraction de la plus-value afférente à ce bien qui n'aurait pas été encore réintégrée ; et

13. TAX PROVISIONS

13.1 Corporate income tax

With respect to corporate income tax, the Contribution will take effect on January 1st, 2021.

As the Business Branch constitutes a complete and autonomous branch of business within the meaning of article Article 210 B of the French Tax Code, the Parties declare that they wish to carry out the Contribution under the favourable tax regime provided for by Article 210 A of the French Tax Code.

Accordingly, the Beneficiary Company undertakes to comply with all provisions and requirements of said article, and in particular to:

- record in its accounts as liabilities the provisions for which taxation has been deferred, and the reserve to which the provisions for exchange rate fluctuations have been added;
- replace the Contributing Company, if applicable, in recapturing the results relating to the elements contributed, for which taxation had been deferred at the level of the Contributing Company;
- calculate the capital gains arising subsequently upon the disposal of the non-depreciable fixed assets contributed to it based on the value such assets had from a tax perspective in the books of the Contributing Company;
- add back to its taxable profits subject to corporate income tax, under the conditions and within the deadlines set forth by article 210 A(3)(d) of the French Tax Code, the capital gains arising upon the transfer of the depreciable assets, and in case of subsequent sale of such assets, immediately tax the fraction of the capital gain related to such asset which would not have yet been added back; and

- inscrire à son bilan les éléments apportés autres que les immobilisations pour la valeur qu'ils avaient, du point de vue fiscal, dans les écritures de la Société Apporteuse.

L'ensemble des apports étant transcrits sur la base de leur valeur comptable, la Société Bénéficiaire, conformément à la doctrine administrative BOFiP, BOI-IS-FUS-10-20-40-20-20181003 n°170, s'engage à reprendre à son bilan les écritures comptables de la Société Apporteuse en opérant la répartition entre la valeur d'origine, les amortissements et les provisions pour dépréciation et à continuer à calculer les dotations aux amortissements à partir de la valeur d'origine qu'avaient les biens en cause dans les écritures de la Société Apporteuse.

La Société Apporteuse calculera ultérieurement les plus-values de cession des titres Talend SAS émis en rémunération de l'Apport, par référence à la valeur que les biens apportés avaient, du point de vue fiscal, dans ses propres écritures.

Enfin, la Société Bénéficiaire et la Société Apporteuse s'engagent expressément à se conformer aux obligations déclaratives prévues à l'article 54 septies-I du Code général des impôts et à l'article 38 quindecies de l'annexe III au Code général des impôts et à tenir le registre spécial des plus-values dégagées sur des éléments d'actif non amortissables prévu par l'article 54 septies, II du Code général des impôts.

13.2 TVA

Les Parties entendent bénéficier, au titre de la présente opération d'Apport, du régime défini par l'article 257 *bis* du Code général des impôts aux termes duquel le transfert à titre onéreux ou à titre gratuit des éléments d'actifs d'une universalité totale ou partielle de biens échappe à la TVA.

- to record in its balance sheet the assets contributed other than fixed assets for the value that they had, from a tax perspective, in the books of the Contributing Company.

As the contributions have been accounted based on their book value, the Beneficiary Company, in accordance with the French tax authorities guidelines BOFiP BOI-IS-FUS-10-20-40-20-20181003 no.170, undertakes to record in its balance sheet the accounting entries of the Contributing Company by apportioning between the original value, the depreciation and provisions for depreciation and to continue to calculate the depreciation allowances based on the original value of such assets in the accounts of the Contributing Company.

The Contributing Company shall calculate the capital gains arising subsequently upon the disposal of Talend SAS shares received in remuneration for the Contribution based on the value the contributed assets had from a tax perspective in its books.

Finally, the Beneficiary Company and the Contributing Company expressly undertake to comply with the filing obligations referred to in article 54 septies-I of the French Tax Code and in article 38 quindecies of appendix III to the French Tax Code and to keep the special register of capital gains generated on non-depreciable assets provided for in for in article 54 septies, II of the French Tax Code.

13.2 VAT

The Parties wish to carry out the Contribution under the regime provided for by Article 257 *bis* of the French Tax Code, according to which the transmission with or without consideration of a full or partial totality of assets is exempt from VAT.

La Société Bénéficiaire est réputée continuer la personne de la Société Apporteuse et en conséquence procèdera, le cas échéant, aux régularisations des droits à déduction prévues par les articles 206 et 207 de l'Annexe II au Code général des impôts.

La Société Apporteuse et la Société Bénéficiaire s'engagent en outre à mentionner le montant total hors taxes de la transmission sur leur déclaration de TVA souscrite au titre de la période au cours de laquelle l'Apport est réalisé, sur la ligne "Autres opérations imposables".

13.3 Droits d'enregistrement

Au regard des droits d'enregistrement, la Société Apporteuse et la Société Bénéficiaire déclarent que les éléments apportés portant sur une branche complète et autonome d'activité, elles entendent placer l'Apport sous le régime prévu à l'article 816 du CGI, sur renvoi des articles 817 et 817 A dudit Code et 301 E de l'annexe II dudit Code. En conséquence, le Traitement d'Apport sera enregistré gratuitement.

Nonobstant ce qui précède et en tant que de besoin, les Parties indiquent qu'en l'absence d'application des dispositions ci-dessus, le passif pris en charge par la Société Bénéficiaire serait imputé en priorité sur les éléments d'actif suivants : en premier lieu sur les éléments ne relevant pas des droits d'enregistrement, à savoir le numéraire et les créances compris dans le périmètre de l'Apport ; puis sur les éléments entrant dans le champ d'application de la TVA ; puis, s'agissant du solde, sur les autres éléments d'actif apportés, en commençant par ceux supportant les droits d'enregistrement au taux le plus faible.

13.4. Autres taxes

La Société Bénéficiaire s'engage à se substituer purement et simplement à la Société Apporteuse à l'égard de toutes les autres charges et obligations de nature fiscale afférentes à l'Apport dont la Société Apporteuse pourrait être redevable en France.

The Beneficiary Company is deemed to pursue the legal personality of the Contributing Company and consequently, carry out, as the case may be, the adjustments of tax deducted by the Contributing Company pursuant to articles 206 and 207 of Appendix II to the French Tax Code.

The Contributing Company and the Beneficiary Company undertake to mention on their respective VAT return to be filed with respect to the period during which the Contribution is completed the amount, exclusive of VAT of the totality of assets transferred, on the line "Other taxable transactions".

13.3 Registration duties

With regard to the registration rights, the Contributing Company and the Beneficiary Company declare that the contributed assets relate to a complete and autonomous branch of business and intend to place the Contribution under the regime set forth in article 816 of the French Tax Code, upon reference to articles 817 and 817 A of the said Code and 301 E of Appendix II of the said Code. Consequently, the Contribution Agreement shall be registered free of charge.

Notwithstanding the above and where necessary, the Parties indicate that, in the absence of application of the above provisions, the liabilities assumed by the Beneficiary Company would be allocated in priority to the following assets: in the first hand, on the elements that are not subject to registration duties, *i.e.* the cash and receivables included in the scope of the Contribution; then on the elements falling within the scope of VAT; then, regarding the balance, on the other assets contributed, starting with those bearing the registration duties with the lowest rate.

13.4. Other taxes

The Beneficiary Company undertakes to assume all responsibilities of the Contributing Company in respect of all other tax charges and obligations in relation to the Contribution for which the Contributing Company may be liable in France.

14. STIPULATIONS DIVERSES

14.1 Formalités de dépôt et de publicité - Pouvoirs

Les Parties accompliront dans les délais légaux toutes les formalités de dépôt et de publicité nécessaires ou consécutives à la réalisation des présentes et, d'une manière générale, toutes formalités nécessaires ou toute autre démarche utile à l'effet de régulariser la transmission à son profit des biens, droits et valeurs apportés par la Société Apporteuse ou pour rendre l'Apport opposable aux tiers.

La Société Apporteuse et la Société Bénéficiaire confèrent les pouvoirs les plus étendus au porteur d'un original, d'une copie certifiée conforme ou d'extraits certifiés conformes des présentes, à l'effet de poursuivre la réalisation définitive des opérations d'Apport et, en conséquence, d'établir tous actes confirmatifs, complémentaires ou rectificatifs qui s'avèreraient nécessaires, d'accomplir tous actes et toutes formalités utiles pour faciliter la transmission des biens, droits et valeurs apportés par la Société Apporteuse et, enfin, de remplir toutes formalités et faire toutes déclarations utiles et nécessaires et d'accomplir toutes formalités nécessaires (en ce compris les formalités fiscales).

14. MISCELLANEOUS

14.1 Filing and publicity formalities - Powers of attorney

The Parties shall carry out all filing and publicity formalities necessary or subsequent to the completion hereof and, generally, any and all formalities necessary in order to formalize the transfer of the assets, rights and obligations contributed by the Contributing Company to its benefit or ensuring that the Contribution is enforceable against third parties.

The Contributing Company and the Beneficiary Company grant the widest powers to the holder of an original, a certified copy or a certified extract of this agreement for the purpose of or in relation to the final completion of the Contribution and, consequently, to prepare all confirmations, additions or alterations as may prove necessary, carry out all acts and formalities as may be useful to facilitate the contribution of the assets, rights and obligations by the Contributing Company and, finally, fulfil any and all formalities, make any useful and necessary declarations and comply with all relevant requirements (including those relating to taxation).

14.2 Remise de titres

La Société Apporteuse remettra à la Société Bénéficiaire, à la Date de Réalisation, tous documents relatifs aux biens et droits transférés.

14.3 Frais

Tous les frais, droits et honoraires relatifs à l'Apport seront pris en charge par la Société Bénéficiaire qui s'y oblige.

14.4 Affirmation de sincérité

Les Parties affirment expressément, sous les peines édictées par l'article 1837 du Code général des impôts, que le présent Traité d'Apport exprime l'intégralité de la valeur des biens apportés.

14.5 Election de Domicile

Pour l'exécution des présentes ainsi que pour tous actes, toutes notifications ou tous procès-verbaux qui en seront la suite ou la conséquence, les Parties élisent domicile en leur siège social respectif.

14.6 Droit Applicable

Le présent Traité d'Apport sera régi et interprété conformément au droit français.

14.7 Conflit ou interprétation

La version française du présent Traité d'Apport prévaudra.

14.8 Modifications

Les Parties pourront conjointement consentir à toute modification ou ajout au présent Traité d'Apport que le greffe du Tribunal de Commerce de Paris pourrait approuver ou imposer.

14.2 Delivery of title

The Contributing Company shall deliver to the Beneficiary Company, on the Completion Date any documents relating to the transferred assets and rights.

14.3 Costs

All costs, duties and fees relating to the Contribution shall be borne by the Beneficiary Company who undertakes to pay such costs, duties and fees.

14.4 Statement of sincerity

The Parties hereby expressly state, under the penalties provided for in Article 1837 of the French Tax Code, that this Contribution Agreement reflects the entirety of the value of the contributed assets.

14.5 Election of domicile

For the purpose of the execution hereof and of the deeds or minutes that shall follow or result herefrom, the Parties elect domicile at their respective registered offices.

14.6 Applicable law

This Contribution Agreement shall be governed by, and interpreted in accordance with, French law.

14.7 Conflict or Ambiguity

The French version of this Contribution Agreement shall prevail.

14.8 Amendments

The Parties may jointly consent to any modification of, or any addition to, this Contribution Agreement that the clerk of the Commercial Court of Paris may approve or impose.

JOINT CROSS-BORDER MERGER PLAN

Parties:

Talend S.A.

as Absorbed Company

and

Tahoe AcquireCo B.V.

as Acquiring Company

Houthoff

P.O. Box 75505 1070 AM Amsterdam

Gustav Mahlerplein 50 Amsterdam

CONTENTS

- Part 1 – English language Joint Cross-Border Merger Plan
- Part 2 – Dutch language Joint Cross-Border Merger Plan
- Part 3 – French language Joint Cross-Border Merger Plan
- Part 4 – Schedules

PART 1 – ENGLISH LANGUAGE JOINT CROSS-BORDER MERGER PLAN

Joint cross-border merger plan (“Merger Plan”) between Talend S.A. and Tahoe AcquireCo B.V.

PARTIES:

- I. **Talend S.A.**, a public limited company (*société anonyme*) incorporated under the laws of France, with its registered office at 5-7 rue Salomon de Rothschild, 92150 Suresnes (France), registered with the Trade and Companies Register of Nanterre (RCS Nanterre) under number 484 175 252 (the “**Absorbed Company**”), represented by Christal Bemont, chief executive officer, it being specified that all the members of the Talend Board, which is composed as follows, have signed this Merger Plan:
- a. Steve Singh, chairman;
 - b. Christal Bemont, chief executive officer and director;
 - c. Elissa Fink, director;
 - d. Ryan Kearny, director;
 - e. Nora Denzel, director;
 - f. Thierry Sommelet, director;
 - g. Patrick Jones, director; and
 - h. Elizabeth Fetter, director,
- and
- II. **Tahoe AcquireCo B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, with its corporate seat in Amsterdam, the Netherlands, and its registered office at (1101 CM) Amsterdam, the Netherlands, Herikerbergweg 88, registered with the Dutch trade register under number 82430608 (the “**Acquiring Company**”) represented by:

- a. Kenneth John Virnig II, managing director A;
 - b. Michael Kramer Hoffmann, managing director A;
 - c. Tim van de Schraaf, managing director B; and
 - d. Benjamin Franciscus Petrus Hendricus Maria Haast, managing director B,
- together constituting the entire Tahoe AcquireCo Board.

(the Absorbed Company and the Acquiring Company jointly referred to as the “**Merging Companies**”).

RECITALS:

- A. The Acquiring Company is a wholly owned subsidiary of **Tahoe BidCo B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, with its corporate seat in Amsterdam, the Netherlands, and its registered office at (1101 CM) Amsterdam, the Netherlands, Herikerbergweg 88, registered with the Dutch trade register under number 82130795 (the “**Purchaser**”).
- B. The Absorbed Company holds 100% of the share capital and voting rights of **Talend SAS**, a *société par actions simplifiée* organized under French law, with a share capital of two euros, whose registered office is located: 5-7, Rue Salomon de Rothschild, 92150 Suresnes (France), registered with the trade and companies register of Nanterre under number 852 579 184 (the “**Demerger Sub**”).
- C. The Absorbed Company and its group companies provide software and services in the areas of data integration and data integrity (the “**Business**”).
- D. On March 10, 2021, the Absorbed Company has signed a memorandum of understanding (as amended from time to time in accordance with its terms, the “**MoU**”) with Tahoe Bidco (Cayman), LLC, a company indirectly controlled by Thoma Bravo (“**Thoma Bravo**”), an investment fund specialized in technological software and services, under which Thoma Bravo undertakes, through a tender offer governed by the laws of the United States of America and initiated by an affiliated company, to purchase with cash, under certain conditions, all ordinary shares and American Depositary Shares (“**ADSs**”) issued by the Absorbed Company for USD 66.00 per ordinary share and per ADS (each ADS representing one ordinary share) (the “**Offer**”). The Offer was initiated by the Purchaser, in accordance with the applicable Law and the MoU, on 11 June, 2021. The MoU was contributed to Purchaser by way of a contribution agreement dated 8 June, 2021.

- E. Subject to, *inter alia*, the success of the Offer, and in accordance with the MoU, the implementation of a project to reorganize the group of the Absorbed Company is planned following the consummation of the Offer and of the subsequent offering period (the “**Consummation of the Offer**”) by means of, among others, the Demerger and the Merger (as such terms are defined hereinafter).
- F. It is therefore contemplated that prior to completion of the Merger, the Absorbed Company will contribute, to the benefit of Demerger Sub, all of its assets and liabilities, rights and obligations of any kind, and other legal relationships related to the Business (the “**Demerger**”). If implemented, the Demerger is planned to be completed through a partial asset contribution subject to the French-law demerger regime (*apport partiel d’actif soumis au régime des scissions*) prior to completion of the Merger. It is expected that the completion of the Demerger would not have a material impact on the value of the assets and liabilities of the Absorbed Company and its subsidiaries (on a consolidated basis); and that the impact of the Demerger on the total equity of the Absorbed Company (on a standalone basis) would not be material.
- G. It is herein proposed to enter into, subject *inter alia* to the satisfaction of the Conditions Precedent (as such term is defined hereinafter) and in accordance with this Merger Plan, a cross-border merger within the meaning of (i) Sections 2:309 and 2:333b DCC and (ii) Articles L. 236-25 to L. 236-32 and R. 236-13 to R. 236-20 of the FCC (the “**Merger**”). In accordance with and subject to the terms of this Merger Plan, the Acquiring Company will receive all the assets and liabilities of the Absorbed Company by universal succession of title (*onder algemene titel, transmission universelle du patrimoine*) and the Absorbed Company shall cease to exist by operation of Law.
- H. Following completion of the Merger, it is contemplated that the Acquiring Company:
- (i) shall sell, transfer and assign all its assets and liabilities to **Tahoe BidCo II B.V.**, a private company with limited liability incorporated under the laws of the Netherlands, with its corporate seat in Amsterdam, the Netherlands, and its registered office at Herikerbergweg 88, 1101 CM Amsterdam, The Netherlands, registered with the Dutch trade register under number 82430543; and, subsequently,

- (ii) shall be dissolved (the “**Liquidation**”); and
 - (iii) shall make a subsequent liquidation distribution to the shareholders of the Acquiring Company who have not tendered their shares in the Absorbed Company to the Purchaser in the Offer, which distribution may be an advance distribution.
- I. On the date hereof: (i) the Tahoe AcquireCo Board unanimously approved this Merger Plan and, (ii) the Talend Board approved this Merger Plan. In accordance with Section 2:312 paragraph 3 DCC and with Article R. 236-14 of the FCC, the respective members of the Tahoe AcquireCo Board and the respective members of the Talend Board have signed this Merger Plan.
- This Merger Plan sets out the terms and conditions of the contemplated Merger between the Absorbed Company and the Acquiring Company, in accordance with Title 7, Chapter 7 of the DCC and Book II, Title III, Chapter VI of the FCC.
- J. None of the Merging Companies has been dissolved, has been declared bankrupt, or has been granted a suspension of payments, and their respective boards of directors are not aware of any intention to dissolve any of the Merging Companies prior to the effectiveness of the Merger, or of any pending request to declare any of the Merging Companies bankrupt or grant a suspension of payments. All shares in the share capital of the Merging Companies have been paid up in full.
- K. The social and economic committee (*comité économique et social*) of the Absorbed Company was informed and consulted on the proposed Merger and issued a unanimous favorable opinion on the proposal at its meeting on April 27, 2021. The board of directors of the Acquiring Company hereby confirms that there is no existing employee representation body that have consultation or other rights in relation to the Merger. The Acquiring Company has not instituted a works council (*ondernemingsraad*) or co-determination council (*medezeggenschapsraad*), and there is no association of employees that includes amongst its members employees of the Acquiring Company or one of its subsidiaries.

MERGER PLAN

1. MERGER AND RATIONALE

- 1.1. Subject to the terms and conditions set forth in this Merger Plan, the Absorbed Company will merge with and into the Acquiring Company pursuant to Title 7, Chapter 7 of the DCC and Book II, Title III, Chapter VI of the FCC, and as a result of the Merger:
 - a. the Acquiring Company shall receive any and all assets and liabilities of the Absorbed Company by universal succession of title (*onder algemene titel, transmission universelle du patrimoine*);
 - b. the Acquiring Company shall allocate ordinary shares in its capital, having a nominal value of EUR 0.08 each, to the shareholders of the Absorbed Company as compensation for the cancellation of their shares in the Absorbed Company in accordance with the terms stipulated by this Merger Plan; and
 - c. the Absorbed Company will cease to exist by operation of law.
 - 1.2. The Merger is expected to be followed by certain corporate reorganization steps eventually leading to the creation of a European holding company for the Absorbed Company and its subsidiaries.
 - 1.3. The Merging Companies consider that creating a group's holding company in the Netherlands through *inter alia* the Demerger and the Merger following the contemplated Offer would optimize the administrative and corporate structure of the company group and minimize complexity and disruption to the operations and performance of the business while duly observing stakeholder interests.
 - 1.4. The Absorbed Company is one of the few French *sociétés anonymes* listed on the Nasdaq and such status raises a number of legal and governance issues and uncertainties, notably resulting from the complexities of reconciling French corporate law constraints with US listing rules. By creating a European holding structure in the Netherlands, the Merger is expected to help mitigating such issues as Dutch corporate law better allows for the creation of a governance structure that combines the requirements, market expectations and practices under US corporate law as well as US securities markets regulations.
 - 1.5. The Netherlands is a commonly used jurisdiction to channel international investments into Europe. It offers many advantages, notably in terms of stability of the rules, governance flexibility, and international culture. By domiciling in the Netherlands, the Absorbed Company would benefit from these advantages, also to facilitate future growth opportunities, particularly for international financing.
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- 1.6. Instead of moving the corporate structure of the Absorbed Company to the United States where a significant part of its activities, employees, management and shareholders are located, choosing the Netherlands would allow the Absorbed Company to retain a significant presence in Europe.
- 1.7. Further information regarding the business combination and the rationale thereof, can be found in the Tender Offer Statement on Schedule TO as filed with the SEC on 11 June, 2021.

2. CORPORATE INFORMATION OF THE ACQUIRING COMPANY AND THE ABSORBED COMPANY – ARTICLES OF ASSOCIATION

2.1. Corporate information of the Acquiring Company:

- Name: Tahoe AcquireCo B.V.
- Form: private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands
- Registered office: (1101 CM) Amsterdam, the Netherlands, Herikerbergweg 88
- Corporate seat: Amsterdam, the Netherlands
- Duration: indefinite
- Share capital: as of the date hereof, the Acquiring Company has an issued share capital of EUR 80, divided into 1,000 shares, each with a nominal value of EUR 0.08
- Financial year: starts on January 1 and ends on December 31 each year
- Employees: as of the date hereof, the number of full-time employees is zero
(0)

2.2. Corporate information of the Absorbed Company:

- Name: Talend S.A.
- Form: public limited company (*société anonyme*) incorporated under the laws of France
- Registered office: 5-7 rue Salomon de Rothschild, 92150 Suresnes (France)
- Duration: 99 years (*i.e.*, until September 19, 2104)
- Share capital: as of the date hereof, the Absorbed Company has an issued share capital of EUR 2,608,210.56, divided into 32.602.632 shares, each with a nominal value of EUR 0.08. It is specified that the Absorbed Company has implemented plans allowing its officers and/or its employees to subscribe free shares, warrants for the subscription of business creator shares (*bons de souscription de parts de créateurs d'entreprise* (BSPCE)), stock subscription warrants (BSA) and stock options, the list of which is attached as SCHEDULE 1 (the “Absorbed Company Share Plans”).

- Financial year: starts on January 1 and ends on December 31 each year
- Employees: as of the date hereof, the number of full-time employees is one thousand five hundred and fifty seven (1,557); as of the Effective Date, it is expected that the Absorbed Company will have no employee as a result of the Demerger.

2.3. The current articles of association of the Acquiring Company were established by notarial deed of amendment executed on 9 June 2021 before P.P. de Vries, a civil-law notary practicing in Amsterdam, the Netherlands (“**Acquiring Company Articles**”). The Acquiring Company Articles as they read as at the date hereof and following completion of the Merger are attached to this Merger Plan as SCHEDULE 2.

3. **RIGHTS AND COMPENSATION**

There are neither natural persons nor legal entities that have special rights as referred to in Section 2:312 paragraph 1 under c DCC and Article R. 236-14 5° of the FCC towards the Absorbed Company, such as a right to receive a distribution of profits or to acquire shares, who will receive compensatory payments as a result of the Merger.

No specific advantages or benefits within the meaning of Section 2:312 paragraph 1 under d DCC and Article R. 236-14 6° of the FCC shall be conferred in connection with the Merger to any of the Merging Companies’ managing directors or supervisory directors, to any member of the administrative, management, supervisory or control bodies of the Merging Companies or to any other party involved in the Merger.

4. **MEASURES IN CONNECTION WITH EXCHANGE OF SHARE OWNERSHIP IN THE ABSORBED COMPANY – CONSIDERATION, EXCHANGE RATIO, CREATION AND ALLOTMENT OF TAHOE ACQUIRECO SHARES**

4.1. On the Effective Date, as a result of the Merger, the measures set forth in this Clause 4 are to be taken in connection with the transition of ownership of shares in the capital of the Absorbed Company, as referred to in Section 2:312 paragraph 2 DCC and Article L. 236-3 of the FCC.

- 4.2. All shares, with a nominal value of EUR 0.08, in the share capital of the Absorbed Company (any such share being referred to as “**Talend Share**”) that are owned (as the case may be) by the Absorbed Company as treasury shares immediately prior to the Effective Date shall be cancelled and shall cease to exist and no consideration shall be delivered or deliverable in exchange therefor, in accordance with Section 2:325 paragraph 4 DCC and Article L. 236-3 of the FCC; it being specified that as of the date hereof, the Absorbed Company does not hold any Talend Shares as treasury shares.
- 4.3. Each Talend Share other than treasury shares referred to in Clause 4.2 above that is issued and outstanding immediately prior to the Effective Date shall be cancelled and, in exchange for the cancellation of such Talend Share, the holder of such cancelled Talend Share will be allotted one ordinary share (the “**Merger Exchange Ratio**”) in the share capital of the Acquiring Company (any ordinary share in the capital of the Acquiring Company being referred to as a “**Tahoe AcquireCo Share**”), save that no Tahoe AcquireCo Shares will be allotted in respect of any Talend Shares held as treasury shares.
- 4.4. No cash payment shall be made by the Acquiring Company to shareholders of the Absorbed Company in respect of their Talend Shares pursuant to the Merger Exchange Ratio in connection with the Merger.
- 4.5. Each book-entry position (*inscription en compte*) previously evidencing one Talend Share registered with BNP Paribas Securities Services (“BPSS”), as custodian (*teneur de compte conservateur*), which may include one Talend Share held in (i) pure registered form (*nominatif pur*) and (ii) bearer form (*au porteur*) immediately prior to the Effective Date shall thereafter represent, without the requirement of any exchange thereof, a book entry position of one Tahoe AcquireCo Share registered with the custodian of Tahoe AcquireCo.
- 4.6. Each ADS of Talend, still issued at the Effective Date, as the case may be, by JPMorgan Chase Bank, N.A., as depositary, recorded in the name of Cede & Co, as nominee for DTC in the share register maintained by Equiniti Trust Company on behalf of JPMorgan Chase Bank, N.A., facilitating inclusion in the centralized depository and clearing system of DTC, shall be replicated as one ADS of Tahoe AcquireCo recorded in the name of Cede & Co, as nominee for DTC, in the share register maintained by Equiniti Trust Company on behalf of JPMorgan Chase Bank, N.A.

- 4.7. Each Tahoe AcquireCo Share to be allotted in connection with the Merger pursuant to the Merger Exchange Ratio will be fully paid up and rank *pari passu* in all respects with all outstanding Tahoe AcquireCo Shares.
- 4.8. No special right or restriction is to be granted in the Acquiring Company to any holder of Tahoe AcquireCo Shares, and no shares of special classes are to be allotted by the Acquiring Company, given that no such special rights or restrictions or special classes are currently in existence in the Absorbed Company.
- 4.9. Each Tahoe AcquireCo Share to be allotted in connection with the Merger shall entitle its holder to benefit from distributions of the Acquiring Company, if any, as from the Effective Date.

5. ABSORBED COMPANY SHARE PLANS

All the Absorbed Company Share Plans still outstanding immediately prior to the Effective Date, if any, will be cancelled in accordance with applicable the terms and conditions of such Absorbed Company Share Plans immediately prior to the Effective Date.

6. THE ASSETS AND LIABILITIES TRANSFERRED TO THE ACQUIRING COMPANY

6.1. Financial statements used for the determination of the Merger conditions

The terms and conditions of the Merger have been established on the basis of (i) the Talend Accounts attached to this Merger Plan as SCHEDULE 3 and (ii) the non-audited interim financial statements of the Acquiring Company as of 28 May 2021 under Dutch generally accepted accounting principles attached to this Merger Plan as SCHEDULE 4.

6.2. Assets and liabilities transferred to the Acquiring Company

- 6.2.1. Subject to the satisfaction (or waiver) of the Conditions Precedent, and under the conditions provided for herein, any and all of the property, rights and obligations and any assets and liabilities of the Absorbed Company as they will exist as at the Effective Date shall transfer by universal succession of title to the Acquiring Company, with no restriction or exception, save as provided for by applicable Law.
- 6.2.2. The description of the assets and liabilities transferred by universal succession of title to the Acquiring Company as a result of the Merger is established for information purposes only based on the Talend Accounts. This description is not limitative as the Merger will lead to a transfer by universal succession of title of any and all of the assets and liabilities of the Absorbed Company as at the Effective Date.

6.2.3. The assets that will be transferred to the Acquiring Company are further detailed in the Talend Accounts. For the avoidance of doubt, should any assets not be mentioned in this Merger Plan as a result of any error or omission, or otherwise, those assets shall be deemed to be the property of the Acquiring Company and shall be rightfully transferred by universal succession of title to the Acquiring Company at the Effective Date without adjustment of the Merger Exchange Ratio.

6.2.4. It is contemplated that prior to the Effective Date the Demerger will be implemented. The Demerger is not expected to have any material impact on the value of the assets and liabilities of the Absorbed Company's group of companies on a consolidated basis.

6.3. **Valuation of the assets and liabilities**

6.3.1. As the Acquiring Company shall control the assets and liabilities of the Absorbed Company as from the Effective Date, the Absorbed Company's assets and liabilities, which shall transfer by universal succession of title to the Acquiring Company will be recorded at their net book value as at the Effective Date in the Acquiring Company's accounts.

6.3.2. It being understood that the assets and liabilities of the Absorbed Company will be transferred in the Acquiring Company upon completion of the Merger at their net book value as on the Effective Date, it is however specified for information purposes only that, based on the Talend Estimated Accounts :

a. the total book value of the transferred assets of the Absorbed Company amounts to EUR 21,991,056;

b. the total book value the transferred liabilities of the Absorbed Company amounts to EUR 0;

resulting in an indicative total amount of the transferred net assets equal to EUR 21,991,056.

7. **CONSEQUENCES OF THE MERGER**

7.1. From an accounting standpoint, the financial information of the Absorbed Company as from the Effective Date will be accounted for in the annual accounts of the Acquiring Company.

- 7.2. In respect of the Acquiring Company, there will be no goodwill impact except that any goodwill that the Absorbed Company has in its accounts immediately prior to the Effective Date, in the amount of approximately 0 euro, will become goodwill in the accounts of the Acquiring Company as from the Effective Date.
- 7.3. The freely distributable reserves of the Acquiring Company shall not be impacted by the Merger.
- 7.4. It is intended that no changes will be made to the Business and the activities of the Absorbed Company upon completion of the Merger and that such activities will be continued substantially in the same manner by the Acquiring Company after completion of the Merger.
- 7.5. The Merger is not expected to have any direct effect on employment since, as a result of the contemplated Demerger, the Absorbed Company is expected to have no employee as from the completion date of the Demerger.
- 7.6. It is envisaged that as of the date of the Offer Acceptance Time (as defined in the MoU), prior to the completion of the Merger, the composition of the boards of the Merging Companies will be as follows:
- a. The Tahoe AcquireCo Board is envisaged to consist of the following persons:
 - (i) Kenneth John Virnig II
 - (ii) Michael Kramer Hoffmann
 - (iii) Tim van de Schraaf
 - (iv) Benjamin Franciscus Petrus Hendricus Maria Haast
 - b. The Talend Board is envisaged to consist of the following persons:
 - (i) Amy Coleman Redenbaugh
 - (ii) Kenneth Virnig
 - (iii) Mike Hoffmann
 - (iv) Elizabeth Yates
 - (v) David Murphy
 - (vi) Kris Nimsger
 - (vii) Jim Hagan
 - (viii) Christal Bemont
 - (ix) Steve Singh – independent director
 - (x) Patrick Jones – independent director

7.7. It is envisaged that, on the Effective Date, upon completion of the Merger, the composition of the Tahoe AcquireCo Board will be as follows:

- (i) Kenneth John Virnig II
- (ii) Michael Kramer Hoffmann
- (iii) Tim van de Schraaf
- (iv) Benjamin Franciscus Petrus Hendricus Maria Haast
- (v) James Ardell
- (vi) Ronald Posthumus
- (vii) Gerard Jan van Spall
- (viii) Tim Bogaards
- (ix) Steve Singh – independent director
- (x) Patrick Jones – independent director

8. TAX REGIME

8.1. General provisions

8.1.1. The respective representatives of the Absorbed Company and the Acquiring Company shall obligate the Merging Companies to comply with all the provisions of the Law in force, concerning the returns to be filed in respect of corporate income tax and all other taxes or duties that result from the definitive completion of the Merger Plan, in accordance with the provisions below.

8.1.2. It is reminded that the Absorbed Company and the Acquiring Company are both liable to corporate income tax in their respective jurisdictions.

8.2. Corporate income tax

8.2.1. The Acquiring Company and the Absorbed Company declare that they place this merger under the special tax regime for mergers provided by Article 210 A of the French Tax Code for French corporate income tax purposes. Consequently, the Acquiring Company undertakes:

- a. to include in its liabilities the provisions concerning the assets contributed for which the taxation was deferred at the level of Absorbed Company, the special reserve in which the Absorbed Company carried its long term capital gains subject to corporate income tax at the reduced rates of 10%, 15%, 18%, 19% or 25%, as well as the special reserve where the provisions for stock market fluctuation have been reported pursuant to Article 39-1-5° of the French Tax Code;

- b. to substitute the Absorbed Company in adding back deferred income to its taxable results;
- c. to calculate the capital gains realized subsequently on sale of the non-depreciable assets which are contributed to it on the basis of the tax value that these assets had within the Absorbed Company's books;
- d. to add back to its taxable income the capital gains derived from the contribution of depreciable assets, respecting the times and conditions laid down under d) 3° of Article 210 A of the French Tax Code. The capital gains are added-back by equal portion on a 15-year period regarding construction and rights relating to these constructions as well as plantations, arrangements and developments of depreciable land over a period at least equal to this period. In other cases, the add-back shall take place in equal parts over a 5-year period. When the total net capital gains on buildings, plantations and land improvements exceed 90% of the total net capital gains on depreciable items, the reinstatement of capital gains on buildings, plantations and land improvements is carried out in equal parts over a period equal to the weighted average depreciation-period of these assets. However, the disposal of depreciable assets results in the immediate taxation of the portion of the capital gain on these assets that has not yet been added-back. In return, depreciation and subsequent capital gains relating to depreciable items are calculated on the basis of the value assigned to them at the time of the Merger;
- e. to record elements other than fixed assets in its balance sheet for their tax value in the Absorbed Company's books. If not, it will include in its result for the year of the Merger the profit corresponding to the difference between the new value of these elements and their tax value in the Absorbed Company's books;
- f. to record in its balance sheet the Absorbed Company's accounting entries by allocating it between original value, depreciation and depreciation allowances and continue to calculate the depreciation allowances on the basis of the original value which the assets had in the Absorbed Company's accounts; and
- g. to add back to its taxable profits, the untaxed portion of investment subsidies received by the Absorbed Company in respect of depreciable and non-depreciable fixed assets, in accordance with the provisions of Article 42 septies of the French Tax Code.

- 8.2.2. In addition, the Acquiring Company undertakes, in its own name and in that of the Absorbed Company:
- a. to file with its annual tax return a report on the state of capital gains, in accordance with the provisions of Article 54 septies I of the French Tax Code; and
 - b. to keep a special register on capital gains whose taxation has been deferred in accordance with the provisions of Article 54 septies II of the French Tax Code.
- 8.2.3. In the specific case of a cross-border merger (i) benefiting to a company resident in a Member State of the European Union and (ii) where the assets of the Absorbed Company are composed only of qualifying shares (“*titres de participation*”) under the meaning of Article 219-I of the French Tax Code, in accordance with Article 210 C 2 of the French Tax Code and the provisions of the French tax authorities guidelines (BOI-IS-FUS-10-20-20-20191004 §100), the provisions of Article 210 A of this code are applicable even in the event the elements contributed are not attributed to a French permanent establishment of the Acquiring Company. In the particular case, to the extent the Merger is placed under the provisions of Article 210 C 2 of the French Tax Code and the French tax authorities guidelines (BOI-IS-FUS-10-20-20-20191004 §100), the commitments listed in 8.2.2 will be undertaken only to the extent of their actual applicability to this Merger Plan.
- 8.2.4. The Absorbed Company also undertakes to file electronically under the conditions set in Article 210-0 A of the French Tax Code, and within the same deadline as its Corporate Income Tax Return for the fiscal year during which the transaction occurred, a specific return #2260 (CERFA #15884) allowing assessing the goals and consequences of the transaction.
- 8.3. **Transfer tax**
- 8.3.1. Pursuant to Article 635-1-5° of the French Tax Code, this Merger Plan will be registered within one month of its date. This registration will be free of charge pursuant to Article 816 of the French Tax Code.
- 8.4. **VAT**
- 8.4.1. The contribution of shares resulting from the Merger should be VAT exempt in application of Article 261 C of the French Tax Code.

9. CHARGES AND CONDITIONS OF THE MERGER

9.1. Transfer of all rights and obligations of the Absorbed Company by universal succession of title

9.1.1. As from the Effective Date, the Acquiring Company shall notably:

- a. receive by universal succession of title any and all of the assets and liabilities of the Absorbed Company in the consistency and condition they have as on the Effective Date;
- b. by operation of law, be subrogated in all rights and obligations resulting from any agreement or commitment whatsoever imposing obligations on the Absorbed Company, or benefiting to it. As a result, the Acquiring Company shall (i) bear all taxes, charges, premiums, contributions or equivalent as well as all ordinary and extraordinary costs and expenses that encumber or will encumber the transferred properties or that are attached to their ownership or management, and (ii) serve, where necessary and in a timely manner, all notices and steps with all authorities required for the transfer of the assets;
- c. fulfill in lieu of the Absorbed Company all treaties, agreements, contracts, covenants and commitments entered into with customers, suppliers, creditors and generally with third parties in connection with the transferred assets and liabilities, and shall also take it upon itself to fulfill or terminate as its own risk and expense any and all remaining agreements, treaties, covenants, contracts, memorandums of understanding, insurance policies and other commitments that may have been entered into by the Absorbed Company prior to and until the Effective Date for its operating needs or its estate or otherwise;
- d. be required to discharge excess liabilities and shall benefit from any reduction in such liabilities if it turns out that there is a difference, whether positive or negative, between the reported liabilities and the amounts claimed by third parties and recognized as being due;
- e. comply with the legislative and regulatory provisions concerning the management and nature of the transferred assets and shall ensure that any and all required authorizations are obtained or renewed, at its own risk and expense;
- f. be required to fulfil any and all of the obligations and benefit from any and all of the rights of the Absorbed Company or in connection with its management or resulting therefrom and notably from all the rights and obligations resulting from all permits, agreements and authorizations;

- g. by operation of law be subrogated in the rights of the Absorbed Company acting as plaintiff or defendant, as the case may be, in all legal, administrative or other proceedings; and
- h. become a shareholder of, an owner of or a partner in, each company (including for the avoidance of doubt Demerger Sub), business or entity in which the Absorbed Company holds a shareholding or legal, beneficial or other interest and to the extent thereof, as the case may be, provided that the applicable contractual, regulatory and legislative provisions shall be complied with.

9.1.2. The Absorbed Company shall notably:

- a. provide to the Acquiring Company any and all information that it may need and shall give it all signatures and shall provide all necessary support in order to ensure the effectiveness *vis-à-vis* any party of the transfer of the assets and liabilities transferred in the context of the Merger and that this Merger Plan has full effect; and
- b. in particular establish any supplemental, reiterative or confirmatory agreements in respect of the contemplated Merger and provide any explanations and signatures that may be required to convey the full effectiveness and benefit of consummation of the Merger to the Acquiring Company.

9.2. **Specific provisions relating to agreements entered into between the Absorbed Company and the Acquiring Company**

Any agreement entered into solely between the Acquiring Company and the Absorbed Company shall, as a result of this Merger, automatically terminate as from the Effective Date; provided for the avoidance of doubt that the rights and obligations of any third party to an agreement entered into with both the Acquiring Company and the Absorbed Company shall nonetheless continue to apply in accordance with the applicable contractual terms, but only towards the Acquiring Company.

10. CONDITIONS PRECEDENT

- 10.1. The implementation and the effectiveness of the Merger are subject to the following conditions precedent (“**Conditions Precedent**”):
- a. the Consummation of the Offer;
 - b. the Acquiring Company having received a declaration from the local district court in Amsterdam, The Netherlands, confirming that no creditor has opposed to the Merger pursuant to Section 2:316 DCC or, in the case of any opposition pursuant to Section 2:316 DCC, a declaration that such opposition was withdrawn or discharged;
 - c. the extraordinary general meeting of the Absorbed Company having approved the Merger;
 - d. the general meeting of the Acquiring Company having approved the Merger;
 - e. the Demerger having been completed in accordance with applicable Law; and
 - f. the issuance by the Clerk of the Commercial Court of Nanterre (*greffe du Tribunal de Commerce de Nanterre*) of the conformity certificate (*attestation de conformité*) pursuant to Articles L. 236-29 and R. 236-17 of the FCC certifying the proper completion of the pre-Merger acts and formalities under French Law and delivery thereof to the Notary.
- 10.2. If the Conditions Precedent are not met (or waived) at the latest six (6) months after the completion of the legal formalities related to the Merger referred to in Section 16.2, or in the event the Demerger Agreement has lapsed in accordance with its terms before such date, this Merger Plan shall be deemed to have lapsed, without any right to compensation on either side.
- 10.3. A managing director A acting jointly with a managing director B of the management board of the Acquiring Company, or any other duly authorized person, and the Talend CEO or any other duly authorized officers shall confirm in writing to each other (i) the satisfaction or joint waiver, as the case may be, of the Conditions Precedent set out in Clause 10.1, and (ii) that the completion of the Merger shall occur (“**Merger Confirmation**”).

11. EFFECTIVE DATE OF THE MERGER

- 11.1. Pursuant to Section 2:318 DCC and subject to a copy of the Merger Confirmation having been received by the Notary, the Merger shall be carried out in accordance with and pursuant to Section 2:318 DCC by means of execution before the Notary of the notarial deed in respect of the Merger.
- 11.2. The Merger will become effective on the day (Amsterdam Time) following the day of execution of the notarial deed referred to in Clause 11.1 (the “**Effective Date**”).

12. EMPLOYEE PARTICIPATION

Given that the Acquiring Company and the Absorbed Company are not subject to employee participation as referred to in Section 2:333k DCC and Article L. 236-32 of the FCC, no procedure for the establishment of rules concerning employee participation in respect of the Acquiring Company needs to be followed and the provisions of Article 16 of the Directive 2005/56/EC of the European Parliament and of the Council of October 26, 2005 on cross-border mergers of limited liability companies shall not apply.

13. APPOINTMENT OF AUDITORS AND DECLARATIONS

- 13.1. In accordance with Sections 2:328 paragraph 1 and 2:333g DCC, the Acquiring Company appointed Grant Thornton as special auditor, which has examined this Merger Plan and has issued written statements confirming that (i) in their opinion the Merger Exchange Ratio is fair and (ii) the shareholders' equity of the Absorbed Company, determined on 31 March 2021, while applying generally acceptable valuation methods, at least equalled the nominal paid-up amount on the Tahoe AcquireCo Shares that will be allotted in connection with the Merger.
- 13.2. In accordance with Article L. 236-10 of the FCC, the president of the commercial court of Nanterre appointed M. Christophe Bonte (Grant Thornton), whose office is located 29 rue du Pont, 92200 Neuilly-sur-Seine (France), as merger appraiser (*commissaire à la fusion*) on 27 April 2021 to examine this Merger Plan and to prepare report on the fairness of the Merger Exchange Ratio and a report assessing the value of the net assets transferred by the Absorbed Company to the Acquiring Company as referred to in Article L. 236-10 I. and III of the FCC.
- 13.3. The special auditor as referred to in Clause 13.1 of this Merger Plan has also prepared a report stating his opinion on the matters mentioned in Section 2:327 DCC.
- 13.4. The above-mentioned reports will be made available by each of the Merging Companies in accordance with applicable Law.

14. REPORT OF THE BOARDS

The Tahoe AcquireCo Board and the Talend Board have prepared a joint report in accordance with Section 2:313 paragraph 1 DCC and Article L. 236-27 of the FCC explaining among other things the legal, social and economic aspects of the Merger as well as the methods for determining the Merger Exchange Ratio. Such report will be made available for inspection at the registered offices of the Merging Companies for those persons that are entitled to inspect them in accordance with the Laws of the Netherlands and France.

15. APPROVALS

The Talend Board approved the Merger Plan at a duly convened meeting held at the date hereof. The resolution to proceed to the Merger by the general meeting of the Absorbed Company is not subject to any other approval by any other corporate body of the Absorbed Company.

The Tahoe AcquireCo Board approved the Merger Plan at a duly convened meeting held at the date hereof. Pursuant to the Acquiring Company Articles, the resolution to enter into the Merger by the general meeting of the Acquiring Company is not subject to any other approval by any other corporate body of the Acquiring Company.

The Merger Plan will be signed by all members of the Tahoe AcquireCo Board and all members of the Talend Board.

16. FILINGS AND ANNOUNCEMENTS

16.1. The Merger Plan will be filed with (i) the Dutch Trade Register together with the relevant documentation as required under Dutch Law and (ii) the Clerk of the Commercial Court of Nanterre together with the relevant documentation as required under French Law. In addition, this Merger Plan, together with such documents as required under Dutch and French Law, will be made available for inspection at the registered offices of the Merging Companies by persons eligible under Dutch and French Law.

16.2. An announcement of the aforementioned filings will be published in (i) a Dutch national daily newspaper, (ii) the Dutch national gazette (*Staatscourant*) (iii) a French legal gazette empowered to publish legal notices in Hauts-de-Seine, (iv) the French official bulletin of civil and commercial announcements (BODACC) and (v) the French official bulletin of legal notices (BALO).

17. STATEMENT OF SINCERITY

The Merging Companies hereby expressly state, under the penalties provided for in Article 1837 of the French Tax Code, that this Merger Plan reflects the entirety of the value of the transferred assets.

18. MISCELLANEOUS

- 18.1. This Merger Plan has been prepared in each of the English, Dutch and French languages. The contents of (the English language) Part 1, (the Dutch language) Part 2 and (the French language) Part 3 of this Merger Plan are equal, apart from having been prepared in three separate languages. The contents of this Merger Plan have been discussed and agreed by the Merging Companies in the English language and in case of differences occurring in the explanation of the text due to the translations, the English version of this Merger Plan shall prevail.
- 18.2. The Schedules to this Merger Plan form an integral part of this Merger Plan.

19. DEFINITIONS

In this Merger Plan:

“**Absorbed Company**” is the party mentioned in this Merger Plan at I;

“**Absorbed Company Share Plans**” shall have the meaning set forth in Clause 2.2;

“**Acquiring Company**” is the party mentioned in this Merger Plan at II;

“**Acquiring Company Articles**” shall have the meaning set forth in Clause 2.3;

“**ADS(s)**” shall have the meaning set forth in Recital D;

“**Business**” shall have the meaning set forth in Recital C;

“**Demerger**” shall have the meaning set forth in Recital F;

“**Demerger Agreement**” shall mean the agreement entered into between the Absorbed Company and Demerger Sub on the date hereof setting forth the terms and conditions of the Demerger;

“**Demerger Sub**” shall have the meaning set forth in Recital B;

“**Conditions Precedent**” shall have the meaning set forth in Clause 10.1;

“**Consummation of the Offer**” shall have the meaning set forth in Recital E;

“**DCC**” means the Dutch Civil Code (*Burgerlijk Wetboek*);

“**DTC**” means the Depository Trust Company;

“**Effective Date**” shall have the meaning set forth in Clause 11.2;

“**FCC**” means the French Commercial Code (*Code de Commerce*);

“**independent**”, when referring to a director, shall have the meaning as defined by Nasdaq rules;

“**Law**” shall mean any law (including common law), statute, ordinance, rule, regulation, judgment, order, injunction, decree, arbitration award, regulation or requirement, in each case enacted, issued, promulgated or enforced by any Relevant Authority in France, the United States, the Netherlands or elsewhere;

“**Liquidation**” shall have the meaning set forth in Recital H;

“**Merger**” shall have the meaning set forth in Recital G;

“**Merger Confirmation**” shall have the meaning set forth in Clause 10.2;

“**Merger Exchange Ratio**” shall have the meaning set forth in Clause 4.3;

“**Merger Plan**” shall mean this joint cross-border merger plan between the Absorbed Company and the Acquiring Company;

“**Merging Companies**” shall have the meaning set forth in this Merger Plan at II;

“**MoU**” shall have the meaning set forth in Recital A;

“**Notary**” shall mean a Dutch civil-law notary associated with Houthoff Coöperatief U.A.;

“**Offer**” shall have the meaning set forth in Recital D;

“**Purchaser**” shall have the meaning set forth in Recital A;

“**Relevant Authority**” shall mean any French, European Union, Dutch, U.S. and other supranational, national, federal, regional or local legislative, administrative or regulatory authority, agency, court, tribunal, arbitrator, arbitration panel or similar body (public or private) or any securities exchange on which any securities of any Merging Company are trading, in each case only to the extent that such entity has authority and jurisdiction in the particular context;

“**SEC**” shall mean the United States Securities and Exchange Commission;

“**Tahoe AcquireCo Board**” shall mean the management board (*bestuur*) of the Acquiring Company;

“**Tahoe AcquireCo Shares**” shall have the meaning set forth in Clause 4.3;

“**Talend Accounts**” means the individual statutory accounts of the Absorbed Company prepared under French generally accepted accounting principles as at 31 December 2020 and the non-audited interim financial statements of the

Absorbed Company prepared under French generally accepted accounting principles as at 31 March 2021;

“**Talend Estimated Accounts**” means a simplified balance sheet of the Absorbed Company as of the Effective Date;

“**Talend Board**” shall mean the board of directors of the Absorbed Company;

“**Talend CEO**” shall mean the chief executive officer (*directeur général*) of the Absorbed Company;

“**Talend Shares**” shall have the meaning set forth in Clause 4.2;

“**Thoma Bravo**” shall have the meaning set forth in Recital D;