

## **TALEND**

*Société anonyme* with a share capital of EUR 2.608.210,56  
Registered office: 5/7 rue Salomon de Rothschild - 92150 Suresnes, France  
Registered with the Trade and Companies Register of Nanterre under No. 484 175 252  
(the « **Company** » or « **Talend SA** »)

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### **BOARD OF DIRECTORS' REPORT TO THE COMBINED GENERAL MEETING OF SHAREHOLDERS DATED JULY 26, 2021**

Dear shareholders:

We have called this combined general meeting (the "**Meeting**") to submit for your approval decisions that fall within the competence of the ordinary general meeting, on the one hand, and the extraordinary general meeting, on the other hand.

The purpose of this report is to present the draft resolutions submitted by your Board of Directors to the general meeting, which are listed in Schedule 1. It is intended to present to you the main points of the draft resolutions, in accordance with applicable law. It does not claim to be exhaustive, it is therefore essential that you read the text of the draft resolutions carefully before exercising your voting rights.

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### **DESCRIPTION OF PRE-MEETING TRANSACTIONS**

On March 10, 2021, Talend SA 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 Tahoe Bidco B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of the Netherlands, affiliated to Thoma Bravo and having its registered office in Amsterdam, Netherlands, registered with the Dutch trade register under number 82130795 ("**Tahoe Bidco B.V.**"), to purchase with cash, under certain conditions, all outstanding ordinary shares and American Depositary Shares ("**ADS**") of Talend SA for USD 66.00 per ordinary share and per ADS (each ADS representing one ordinary share) (the "**American Offer**").

The transaction has been announced to the market in a press release published on March 10, 2021 and available on the website of the Company and the American Offer has been open since June 11, 2021. From the date of completion of the American Offer, Talend SA will be controlled by Tahoe Bidco B.V., it being specified that the American Offer may be followed by a subsequent offering period in accordance with the terms of the MoU.

Subject to, *inter alia*, the success of the American Offer, and in accordance with the MoU, it is planned to implement a project to reorganize the Talend group following the consummation of the American Offer (the "**Post-Offer Reorganization**") by means of, among others, the Contribution and the Merger (as those terms are defined hereafter).

It is therefore contemplated, as part of the Post-Offer Reorganization, that pursuant to a partial asset contribution agreement dated June 15, 2021, between Talend SA 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, and registered with the trade and companies register of Nanterre under number 852 579 184, hereafter "**Talend SAS**"), wholly owned subsidiary of the Company (the "**Contribution Agreement**"), that Talend SA will transfer to Talend SAS all of its assets and liabilities, rights and obligations of any kind and other legal relationships related to its business of providing software and services in the areas of data integration and data integrity (the "**Contributed Assets**" or the "**Business Branch**"), (the "**Contribution**").

It is specified that the Contribution will be subject to the satisfaction of the conditions precedent set forth in Article 7 of the Contribution Agreement at the latest six (6) months after the completion of the legal formalities related to the Merger (as this term is defined hereafter) referred to in Article 16.2 of the Merger Plan (as this term is defined hereafter).

As part of the Post-Offer Reorganization, a Merger agreement has also been entered into on June 15, 2021, between Talend SA and Tahoe AcquireCo B.V., a private company with limited liability organized under the laws of the Netherlands and owned by Tahoe Bidco B.V. ("**Tahoe AcquireCo B.V.**") (the "**Merger Plan**"), under which, subject to, among others, the condition precedent of the success of the American Offer and the completion of the Contribution, Tahoe AcquireCo B.V. and Talend SA will proceed with the merger-absorption of Talend SA by Tahoe AcquireCo B.V. under which Tahoe AcquireCo B.V. would receive all of the assets and liabilities of Talend SA by means of a universal succession of title (*transmission universelle de patrimoine*) (the "**Merger**"). Talend SA would cease to exist at the effective date of the Merger.

It is specified that the Merger would be subject to the satisfaction of the conditions precedent set forth in Article 10 of the Merger Plan which will have to occur within 6 months following the completion of the legal formalities related to the Merger, pursuant to the provisions of Article 10.2 of the Merger Plan.

On April 27, 2021, the social and economic committee (*comité social et économique*) of the Company, as part of the consultation procedure, issued, unanimously, a favorable opinion regarding the projects of American Offer and Post-Offer Reorganization.

During its meeting dated April 29, 2021, the Board of Directors has recommended the shareholders of the Company and the ADS holders of the Company to accept the American Offer and to tender their shares and ADS into the American Offer. This recommendation has been announced to the market in a press release published on May 5, 2021 and available on the website of the Company.

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This report, as well as the Contribution Agreement and the Merger Plan, have been made available to the shareholders at the Company's registered office and on the website ([www.talend.com](http://www.talend.com)), under the

conditions and within the time limits referred to in Article R.236-3 and Article R. 236-16 of the French Commercial Code.

In the context of the transactions described above, you are called upon to rule on the following agenda:

### **AGENDA**

1. Appointment of Amy Coleman Redenbaugh as director subject to condition precedent;
2. Appointment of Kenneth Virnig as director subject to condition precedent;
3. Appointment of Mike Hoffmann as director subject to condition precedent;
4. Appointment of Elizabeth Yates as director subject to condition precedent;
5. Appointment of David Murphy as director subject to condition precedent;
6. Appointment of Kristin Nimsger as director subject to condition precedent;
7. Appointment of Jim Hagan as director subject to condition precedent;
8. Review and approval of a draft partial asset contribution agreement and approval of the contribution subject thereof, governed by the demerger legal regime (*apport partiel d'actifs soumis au régime des scissions*), by the Company to Talend SAS, a wholly owned subsidiary of the Company, of all of its assets and liabilities, rights and obligations of any kind and other legal relationships in relation to its business in accordance with the terms of the Contribution Agreement (as this term is defined below) and delegation of powers to the Board of directors to implement such contribution
9. Review and approval of a draft cross-border merger plan and approval of the merger by absorption subject thereof, of the Company by Tahoe AcquireCo B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of the Netherlands, in accordance with the terms of the Merger Plan (as this term is defined below); and
10. Powers for formalities.

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#### **I. GOVERNANCE** (*first to seventh resolutions*)

We remind you that, pursuant to the MoU, the following directors undertook to resign from their positions as directors, subject to the completion of the American Offer and with effect from the Offer Acceptance Time (as this term is defined in the MoU):

- Mr. Mark Nelson,
- Ms. Nora Denzel,

- Mr. Thierry Sommelet,
- Mr. Ryan Kearny,
- Ms. Elissa Fink, et
- Ms. Elizabeth Fetter.

Your Board of Directors will note the effective date of such resignations, if any.

In this context, we ask you, subject to the condition precedent of the completion of the American Offer and with effect from the Offer Acceptance Time (as this term is defined in the MoU) to vote in favor of the appointment of:

- Ms. Amy Coleman Redenbaugh as director,
- Mr. Kenneth Virnig as director,
- Mr. Mike Hoffmann as director,
- Ms. Elizabeth Yates as director,
- Mr. David Murphy as director,
- Ms. Kris Nimsger as director, and
- Mr. Jim Hagan as director.

These new directors would be appointed for a period of 3 years, *i.e.* expiring after the general meeting of shareholders called to approve the financial statements for the fiscal year ending December 31, 2023.

A presentation of the new directors is provided in Schedule 2 to this report pursuant to the provisions of Article R. 225-83, 5° of the French Commercial Code.

## **II. REVIEW AND APPROVAL OF A DRAFT PARTIEL ASSET CONTRIBUTION AGREEMENT AND APPROVAL OF THE CONTRIBUTION SUBJECT THEREOF, GOVERNED BY THE DEMERGER LEGAL REGIME BY THE COMPANY TO THE BENEFIT OF TALEND SAS (*eight resolution*)**

Pursuant to the provisions of Articles L. 236-9, I, paragraph 4 and R. 236-5 of the French Commercial Code, the purpose of this report is to describe the main characteristics, including the legal and economic features, of the Contribution.

### **1. Reasons and purposes of the Contribution**

The Contribution is part of a project to reorganize the Talend group, including but not limited to the Contribution and the Merger, which would be implemented if the American Offer is successful.

The Contribution is the first step of this global reorganization project and its purpose is, prior to the Merger, to transfer the activities of Talend SA within Talend SAS to maintain the activities, employees and assets of the Talend group in their actual respective countries (whether in France, the United States or any other country). The Contribution will indeed be followed by the Merger, following which Talend SA will merge with and into Tahoe AcquireCo B.V.

Following the Contribution and the Merger, Tahoe AcquireCo B.V. would then wholly-own the share capital of Talend SAS.

## **2. Relationship between the Contributor and the Contributor**

The Company currently wholly-owns the share capital of Talend SAS, amounting to two euros, divided in two ordinary shares.

To this day:

- Ms. Christal Renée Bemont is Chief Executive Officer and director of Talend SA and President of Talend SAS,
- Mr. Benoit Dall'Alba is Deputy Chief Executive Officer of Talend SA and Chief Executive Officer of Talend SAS,
- Mr. Adam Meister is Deputy Chief Executive Officer of Talend SA and Chief Executive Officer of Talend SAS, and
- Ms. Emilie Trailin is Deputy Chief Executive Officer of Talend SA and Chief Executive Officer of Talend SAS.

## **3. Financial statements of the companies used to set the terms of the proposed Contribution (the "Reference Financial Statement")**

### For the Company

The terms and conditions of the Contribution have been determined on the basis of the annual financial statements of Talend SA for the fiscal year ended December 31, 2020, approved by its Board of Directors during its meeting dated April 29, 2021, certified by the statutory auditors and which will be submitted to the approval of shareholders during the annual general meeting dated June 29, 2021.

### For Talend SAS

The terms and conditions of the Contribution have been determined on the basis of the annual financial statements of Talend SAS for the fiscal year ended December 31, 2020, approved by its President on May 21, 2021 and approved by its sole shareholder on May 21, 2021.

## **4. Demerger appraiser**

On joined petition by the Parties, Mr. Christophe Bonte, practicing within the firm Grant Thornton France, located: 29 Rue du Pont, 92200 Neuilly-sur-Seine, France, has been appointed by the Commercial Court

of Nanterre, on April 27, 2021, as demerger Appraiser with the task of preparing reports on the terms and conditions of the Contribution and on the value of the contributions in accordance with Articles L. 236-10 and L. 225-147 of the French Commercial Code.

The report on the value of the Contribution established by the demerger Appraiser will be filed with the clerk of the Commercial Court of Nanterre pursuant to applicable law.

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

## **5. Legal regime of the Contribution**

The Parties have agreed by mutual consent to submit the Contribution to the legal regime of demerger (*scission*) specified in Articles L. 236-16 to L. 236-21 of the French Commercial Code, pursuant to the option granted by Article L. 236-22 of the French Commercial Code.

The Parties do not intend to apply the "simplified" regime for partial asset contributions under the demerger regime provided for in paragraphs 2 and 3 of Article L. 236-22 of the French Commercial Code.

As a consequence, as part of the Contribution, all of Talend SA's assets and liabilities, rights and obligations of any kind and other legal relationships related to the Business Branch would be transferred to Talend SAS as a result of a universal succession of title (*transmission universelle de patrimoine*) and Talend SAS will be substituted in all of Talend SA's rights and obligations related to the Business Branch.

## **6. Objection right of creditors**

Pursuant to the provisions of Article L. 236-21 of the French Commercial Code, the Parties agreed to depart from the provisions of Article L. 236-20 of the French Commercial Code. Hence, Talend SAS will only be liable for Talend SA's liabilities expressly assumed and will not be jointly and severally liable (*solidaire*) for any other debt of Talend SA. Talend SA will not remain jointly and severally liable (*solidaire*) for the liabilities transferred to Talend SAS.

As a consequence, the creditors of Talend SA and those of Talend SAS whose claim predates the publication of the Contribution Agreement may object to this project within thirty (30) calendar days from the last publication, as provided in article R. 236-8 of the French Commercial Code.

## **7. Tax regime of the Contribution**

Regarding corporate income tax, the Contribution will be effective as of January 1, 2021.

The Business Branch constituting a complete and autonomous branch of business within the meaning of Article 210 B of the French Tax Code, the Contribution will be subject to the favorable tax regime for mergers provided for in Article 210 A of the French Tax Code.

As a consequence, Talend SAS would undertake to respect all of the provisions and prescriptions 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 Talend SA, if applicable, in recapturing the results relating to the elements contributed, for which taxation had been deferred at the level of Talend SA;
- 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 Talend SA;
- 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
- 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 Talend SA.

## 8. Completion Date of the Contribution

The completion of the Contribution will occur when all of the conditions precedent mentioned in paragraph 11 hereunder will have been either satisfied or waived (the "**Completion Date**").

Pursuant to the provisions of Articles L. 236-4 and R. 236-1 of the French Commercial Code, it is specified that the Contribution shall be retroactive to January 1<sup>st</sup>, 2021 (the "**Effective Date**"). As a consequence, the transactions relating to the assets transferred as part of the Contribution and made by Talend SA as from the Effective Date until the Completion Date shall be deemed as made on behalf of Talend SAS.

## 9. Evaluation of the Contribution

Pursuant to the provisions of Regulation No. 2017-01 of May 5, 2017 of the French accounting standards authority (*Autorité des normes comptables*) amending the appendix to ANC Regulation No. 2014-03 of June 15, 2014, relating to the amended French general chart of accounts (*Plan comptable général*), insofar as the 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 will be transferred based on their net book value on the Effective Date, it being noted that the assets and liabilities will be contributed in the same condition as they will be on the Completion Date.

On the basis of the Reference Financial Statements and considering the valuation of the Contribution based on net book value:

- the contribution value of the assets of the Business Branch, that is their net book value on the Effective Date, amounts to EUR 236,580,838,
- the contribution value of the liabilities of the Business Branch assumed, that is their net book value on the Effective Date, amounts to EUR 214,589,782,

- *i.e.* net contributed assets amounting to EUR 21,991,056.

## **10. Consideration for the Contribution and share capital increase**

### *Methods used for the consideration of the Contribution*

To determine the consideration for the Contribution, the exchange ratio has been determined, pursuant to the valuation methods of the Contributed Assets and of Talend SAS's shares on the Completion Date described in Schedule 10 of the Contribution Agreement, on the basis of (i) the fair value of the Contributed Assets (amounting to EUR 1,846,641,130) and (ii) the fair value of Talend SAS (amounting to EUR 1,000, that is EUR 500 per Talend SAS share).

As further detailed in Schedule 10 of the Contribution Agreement, (i) the fair value of the Contributed Assets has been determined pursuant to various usual evaluation methods and (ii) the fair value of Talend SAS has been determined on the basis of the equity of Talend SAS, the latter having never had any activity.

### *Share capital increase of Talend SAS*

Talend SAS will proceed with a share capital increase to the benefit of the Company of a total nominal amount of EUR 3,693,282, by issuance of 3,693,282 new shares with EUR 1 of par value each and a contribution premium of EUR 18,297,774.

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 and will bear the same expenses and will be entitled to all distributions made in payment from the date of their issuance.

### *Contribution premium*

The amount corresponding to the difference between the net book value of the assets and liabilities contributed (*i.e.* EUR 21,991,056) and the nominal amount of the share capital increase of Talend SAS to be made in consideration for the Contribution (*i.e.* EUR 3,693,282) on the Completion date (*i.e.* EUR 18,297,774) will be credited to a "contribution premium" account, provided that Talend SAS 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 Talend SAS' shareholder(s) will be based will be recorded on the liabilities side of Talend SAS' balance sheet for its full amount.

## **11. Conditions precedent to the completion of the Contribution**

The conditions precedent to the completion of the Contribution are listed in Schedule 7 to the Contribution Agreement and repeated below:

- the success of the American Offer and of the subsequent offering period,
- the approval of the Contribution, its valuation and consideration by the extraordinary general meeting of Talend SA,

- the approval of the Contribution, its valuation and consideration by the sole shareholder of Talend SAS.

If these conditions precedent are not satisfied (or waived) at the latest six (6) months after the completion of legal formalities related to the Merger, as provided in Article 16.2 of the Merger Plan, the Contribution Agreement would be deemed null and void, without any right to compensation on either side.

## **12. Delegation of powers to the Board of Directors to acknowledge the completion of the Contribution**

The Contribution Agreement submitted to your approval provides that the completion of the Contribution by the Company and the share capital increase of Talend SAS that would result will be subject to the conditions precedent abovementioned, which will need to be satisfied (or waived) at the latest six (6) months after the completion of legal formalities related to the Merger, as provided in Article 16.2 of the Merger Plan

As a consequence, we suggest you to grant all powers to the Board of Directors, with the right to sub-delegate under applicable law, for the purpose of:

- acknowledging the satisfaction of the conditions precedent listed in Article 7 of the Contribution Agreement,
- carrying out and/or cooperating with Talend SAS in carrying out all the formalities required for the Contribution or in order to regularize and/or make effective against third parties the transfer of the contributed assets, rights and obligations, and
- if necessary, to reiterate the terms of the Contribution, to draft all deeds reiterating, confirming, rectifying or supplementing the Contribution Agreement, to carry out all findings, conclusions, communications and formalities, in particular the declaration of conformity required by applicable legal provisions, which may be necessary to finalize the Contribution.

## **III. REVIEW AND APPROVAL OF A DRAFT CROSS-BORDER MERGER PLAN AND APPROVAL OF THE MERGER BY ABSORPTION SUBJECT THEREOF, OF THE COMPANY WITH AND INTO TAHOE ACQUIRECO B.V. (BESLOTEN VENNOOTSCHQP MET BEPERKTE AANSPRAKELIJKHEID) (ninth resolution)**

We invite you to refer to the joined report on the Merger describing the main characteristics, including the legal and economic features, of the Merger and prepared by the Board of Directors of the Company and the board of directors of Tahoe AcquireCo B.V.

This report is also available on the website of the Company ([www.talend.com](http://www.talend.com)).

## **IV. POWERS (tenth resolution)**

Finally, we invite you, in the tenth resolution, to give full powers to the bearer of the original, a copy or extract of the minutes of these decisions to carry out all filing, publication, or other formalities required by law.

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It is under these conditions that we ask you to vote on the resolutions proposed to you by your Board of Directors.

The Board of Directors

Schedule 1: Draft text of resolutions

**Draft text of resolutions to be presented to the next combined general meeting of shareholders**

**Agenda:**

1. Appointment of Amy Coleman Redenbaugh as director subject to condition precedent;
2. Appointment of Kenneth Virnig as director subject to condition precedent;
3. Appointment of Mike Hoffmann as director subject to condition precedent;
4. Appointment of Elizabeth Yates as director subject to condition precedent;
5. Appointment of David Murphy as director subject to condition precedent;
6. Appointment of Kristin Nimsger as director subject to condition precedent;
7. Appointment of Jim Hagan as director subject to condition precedent;
8. Review and approval of a draft partial asset contribution agreement and approval of the contribution subject thereof, governed by the demerger legal regime (*apport partiel d'actifs soumis au régime des scissions*), by the Company to Talend SAS, a wholly owned subsidiary of the Company, of all of its assets and liabilities, rights and obligations of any kind and other legal relationships in relation to its business in accordance with the terms of the Contribution Agreement (as this term is defined below) and delegation of powers to the Board of directors to implement such contribution;
9. Review and approval of a draft cross-border merger plan and approval of the merger by absorption subject thereof, of the Company by Tahoe AcquireCo B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of the Netherlands, in accordance with the terms of the Merger Plan (as this term is defined below); and
10. Powers for formalities.

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**Within the authority of the Ordinary Shareholders' Meeting**

**First Resolution**

*Appointment of Amy Coleman Redenbaugh as independent director subject to condition precedent*

The general shareholders' meeting, acting in accordance with the quorum and majority requirements required for ordinary general meetings,

having considered the Board of directors' report:

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**acknowledges** that, pursuant to an agreement entered into on March 10, 2021 and entitled "Memorandum of Understanding" between the Company and Tahoe Bidco (Cayman), LLC (the "**Memorandum of Understanding**" or the "**MoU**"), Tahoe Bidco B.V. ("**Tahoe Bidco BV**"), a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of the Netherlands, has commenced a cash tender offer for all of the Company's shares (including the Company's shares represented by American Depositary Shares) (the "**Offer**");

**appoints**, subject to the consummation of the Offer and effective as of the Offer Acceptance Time (as defined in and subject to the provisions of the MoU), Amy Coleman Redenbaugh as a director for a period of three years, *i.e.*, until the ordinary general meeting of shareholders called to approve the financial statements for the fiscal year ending December 31, 2023.

### **Second Resolution**

*Appointment of Kenneth Virnig as director subject to condition precedent*

The general shareholders' meeting, acting in accordance with the quorum and majority requirements required for ordinary general meetings,

having considered the Board of directors' report:

**acknowledges** that, pursuant to the MoU, Tahoe Bidco BV has commenced the Offer (as these terms are defined in the first resolution); and

**appoints**, subject to the consummation of the Offer and effective as of the Offer Acceptance Time (as defined in and subject to the provisions of the MoU), Kenneth Virnig as a director for a period of three years, *i.e.*, until the ordinary general meeting of shareholders called to approve the financial statements for the fiscal year ending December 31, 2023.

### **Third Resolution**

*Appointment of Mike Hoffmann as director subject to condition precedent*

The general shareholders' meeting, acting in accordance with the quorum and majority requirements required for ordinary general meetings,

having considered the Board of directors' report:

**acknowledges** that, pursuant to the MoU, Tahoe Bidco BV has commenced the Offer (as these terms are defined in the first resolution); and

**appoints**, subject to the consummation of the Offer and effective as of the Offer Acceptance Time (as defined in and subject to the provisions of the MoU), Mike Hoffmann as a director for a period of three years, *i.e.*, until the ordinary general meeting of shareholders called to approve the financial statements for the fiscal year ending December 31, 2023.

#### **Fourth Resolution**

##### *Appointment of Elizabeth Yates as director subject to condition precedent*

The general shareholders' meeting, acting in accordance with the quorum and majority requirements required for ordinary general meetings,

having considered the Board of directors' report:

**acknowledges** that, pursuant to the MoU , Tahoe Bidco BV has commenced the Offer (as these terms are defined in the first resolution); and

**appoints**, subject to the consummation of the Offer and effective as of the Offer Acceptance Time (as defined in and subject to the provisions of the MoU), Elizabeth Yates as a director for a period of three years, *i.e.*, until the ordinary general meeting of shareholders called to approve the financial statements for the fiscal year ending December 31, 2023.

#### **Fifth Resolution**

##### *Appointment of David Murphy as director subject to condition precedent*

The general shareholders' meeting, acting in accordance with the quorum and majority requirements required for ordinary general meetings,

having considered the Board of directors' report:

**acknowledges** that, pursuant to the MoU , Tahoe Bidco BV has commenced the Offer (as these terms are defined in the first resolution); and

**appoints**, subject to the consummation of the Offer and effective as of the Offer Acceptance Time (as defined in and subject to the provisions of the MoU), David Murphy as a director for a period of three years, *i.e.*, until the ordinary general meeting of shareholders called to approve the financial statements for the fiscal year ending December 31, 2023.

#### **Sixth Resolution**

##### *Appointment of Kristin Nimsger as director subject to condition precedent*

The general shareholders' meeting, acting in accordance with the quorum and majority requirements required for ordinary general meetings,

having considered the Board of directors' report:

**acknowledges** that, pursuant to the MoU , Tahoe Bidco BV has commenced the Offer (as these terms are defined in the first resolution); and

**appoints**, subject to the consummation of the Offer and effective as of the Offer Acceptance Time (as defined in and subject to the provisions of the MoU), Kristin Nimsger as a director for a period of three years, *i.e.*, until the ordinary general meeting of shareholders called to approve the financial statements for the fiscal year ending December 31, 2023.

### **Seventh Resolution**

*Appointment of Jim Hagan as director subject to condition precedent*

The general shareholders' meeting, acting in accordance with the quorum and majority requirements required for ordinary general meetings,

having considered the Board of directors' report:

**acknowledges** that, pursuant to the MoU, Tahoe Bidco BV has commenced the Offer (as these terms are defined in the first resolution); and

**appoints**, subject to the consummation of the Offer and effective as of the Offer Acceptance Time (as defined in and subject to the provisions of the MoU), Jim Hagan as a director for a period of three years, *i.e.*, until the ordinary general meeting of shareholders called to approve the financial statements for the fiscal year ending December 31, 2023.

### **Within the authority of the Extraordinary Shareholders' Meeting**

### **Eighth Resolution**

*Review and approval of a draft partial asset contribution agreement and approval of the contribution subject thereof, governed by the demerger legal regime (apport partiel d'actifs soumis au régime des scissions), by the Company to Talend SAS, a wholly owned subsidiary of the Company, of all of its assets and liabilities, rights and obligations of any kind and other legal relationships in relation to its business in accordance with the terms of the Contribution Agreement (as this term is defined below) and delegation of powers to the Board of directors to implement such contribution*

The general shareholders' meeting, acting in accordance with the quorum and majority requirements required for extraordinary general meetings,

in accordance with the provisions of Articles L. 236-1 to L. 236-6 and L. 236-16 to L. 236-21 of the French Commercial Code (applicable by references made in Articles L. 236-6-1 and L. 236-22 of the French Commercial Code, respectively), and Articles L. 236-9 and L. 236-10 (applicable by reference made in Article L. 236-16 of the French Commercial Code),

having considered:

- the fact that the Company and Talend SAS, a wholly owned subsidiary of the Company under the legal form of a *société par actions simplifiée* (simplified joint stock company) governed by French law, with a share capital of two euros, whose registered office is located at 5-7 rue Salomon de Rothschild, 92150, Suresnes, France, and which is registered with the Trade and Companies Registry of Nanterre under number 852 579 184 (“**Talend SAS**”) do not intend to apply the “simplified” regime for asset contributions under the demerger regime provided for in paragraphs 2 and 3 of Article L. 236-22 of the French Commercial Code;

- the Company’s social and economic committee (*comité social et économique*) opinion dated April 27, 2021;
- the draft contribution agreement (including its schedules), drafted in French and in English, by private deed dated [15 June 2021] between the Company and Talend SAS (the “**Contribution Agreement**”), under the terms of which it is agreed, subject to the satisfaction or waiver of the conditions precedent set forth in Article 7 of the Contribution Agreement, that the Company shall contribute to Talend SAS, under the terms and conditions of the Contribution Agreement, all of its assets and liabilities, rights and obligations of any kind and other legal relationships related to its business of providing software and services in the areas of data integration and data integrity, including the interests held directly in the subsidiaries listed in Schedule 9.6 of the Contribution Agreement, as part of a partial asset contribution (*apport partiel d'actif*) governed by the legal regime for demergers (*scissions*) provided for in Articles L. 236-16 to L. 236-21 of the French Commercial Code (the “**Contribution**”);
- the Board of directors’ report prepared pursuant to the provisions of Articles L. 236-9 I, paragraph 4, and R. 236-5 of the French Commercial Code;
- the reports referred to in Articles L. 236-10 and L. 225-147 of the French Commercial Code, prepared by Mr. Christophe Bonte of the firm Grant Thornton, appointed by order of the President of the Commercial Court of Nanterre dated April 27, 2021 as the demerger appraiser in connection with the Contribution;
- the certified annual financial statements of the Company for the year ended December 31, 2020 and the approved and certified annual financial statements for the years ended December 31, 2019 and December 31, 2018 of the Company and the management reports for the last three financial years; and
- the approved annual financial statements and management report of Talend SAS for the year ended December 31, 2020;

**approves** the report of the Board of directors and the Contribution Agreement in all their provisions and the Contribution under the terms agreed therein, and in particular:

- the transfer to Talend SAS, as part of the Contribution, all of its assets and liabilities, rights and obligations of any kind and other legal relationships related to its business consisting in providing software and services in the areas of data integration and data integrity, as a result of a universal succession of title (*transmission universelle de patrimoine*), under the terms and conditions of the Contribution Agreement, and subject in particular to the satisfaction of the conditions precedent set forth in article 7 of the Contribution Agreement at the latest six months after the completion of the legal formalities relating to the Merger (as this term is defined below in the ninth resolution) referred to in section 16.2 of the Merger Plan (as this term is defined below in the ninth resolution) (subject to, to the extent permitted by the Contribution Agreement or applicable law, the waiver of all or part of such conditions precedent);
- the net book value of the assets and liabilities contributed by the Company to Talend SAS, which amounts to 21,991,056 euros, it being reminded that, pursuant to Regulation No. 2017-01 of May 5, 2017 of the French accounting standards authority (*Autorité des normes comptables*) amending the

appendix to ANC Regulation No. 2014-03 of June 15, 2014, as amended, in case of a partial asset contribution constituting an autonomous business branch and involving companies under common control (as defined in such regulation), the contributions made in the context of the Contribution are valued on the basis of their net book value;

- the terms and conditions of the consideration for the Contribution, consisting in the issuance by Talend SAS of 3,693,282 new ordinary shares by way of a Talend SAS capital increase to the benefit of the Company, with a par value of one (1) euro each (i.e., a total nominal amount of 3,693,282 euros);
- the fact that the difference between the net book value of the assets and liabilities contributed (i.e., 21,991,056 euros) and the nominal amount of the capital increase of Talend SAS (i.e., 3,693,282 euros) will be credited to a “contribution premium” account, provided that Talend SAS may deduct from this contribution premium the amounts necessary to fund the legal reserve and the expenses related to the Contribution, if any;
- the fact that the contribution premium on which the rights of Talend SAS’ shareholders will be based will be recorded on the liabilities side of Talend SAS’ balance sheet for its full amount;
- the absence of joint and several liability (*solidarité*) between the Company and Talend SAS pursuant to Article L. 236-21 of the French Commercial Code;
- the fact that the final completion of the Contribution will occur, subject to the fulfillment of the conditions precedent set forth in article 7 of the Contribution Agreement, on the Completion Date (as defined in the Contribution Agreement), but no later than six months after the completion of the legal formalities relating to the Merger (as this term is defined below in the ninth resolution) referred to in section 16.2 of the Merger Plan (as this term is defined below in the ninth resolution) (subject to, to the extent permitted by the Contribution Agreement or applicable law, the waiver of all or part of such conditions precedent);
- the fact that the Contribution shall be retroactive to January 1<sup>st</sup>, 2021, in accordance with the provisions of Articles L. 236-4 and R. 236-1 of the French Commercial Code and with article 7 of the Contribution Agreement; and
- the fact that the new shares issued by Talend SAS will carry, on the Completion Date, immediate dividend rights and will be fully assimilated to the existing ordinary shares, will enjoy the same rights and will bear the same expenses and will be entitled to all distributions made in payment from the date of their issuance;

**decides** to grant, as a result, all powers to the Board of directors, with the right to subdelegate under applicable law, for the purpose of:

- acknowledging the satisfaction of the conditions precedent set forth in article 7 of the Contribution Agreement at the latest six months after the completion of the legal formalities relating to the Merger (as this term is defined below in the ninth resolution) referred to in section 16.2 of the Merger Plan (as this term is defined below in the ninth resolution) (subject to, to the extent permitted by the Contribution Agreement or applicable law, the waiver of all or part of such conditions precedent);

- to carry out and/or cooperate with Talend SAS in carrying out all the formalities required for the Contribution or in order to regularize and/or make effective against third parties the transfer of the contributed assets, rights and obligations; and
- if necessary, to reiterate the terms of the Contribution, to draft all deeds reiterating, confirming, rectifying or supplementing the Contribution Agreement, to carry out all findings, conclusions, communications and formalities, in particular the declaration of conformity required by applicable legal provisions, which may be necessary to finalize the Contribution.

### **Ninth Resolution**

*Review and approval of a draft cross-border merger plan and approval of the merger by absorption subject thereof, of the Company by Tahoe AcquireCo B.V., a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) organized under the laws of the Netherlands, in accordance with the terms of the Merger Plan (as this term is defined below)*

The general shareholders' meeting, acting in accordance with the quorum and majority requirements required for extraordinary general meetings,

in accordance with the provisions of the French Commercial Code, in particular its Articles L. 236-25 to L. 236-32,

having considered:

- the joint cross-border merger plan (including its annexes, the “**Merger Plan**”) entered into on [15 June, 2021], between the Company and Tahoe AcquireCo B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of the Netherlands, having 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 (“**Tahoe AcquireCo**”, and together with the Company, the “**Merging Companies**”), as prepared by the boards of each of the Merging Companies;
- the joint report on the Cross-Border Merger prepared by the boards of the Merging Companies in accordance with the provisions of Articles L. 236-27 and R. 236-16 of the French Commercial Code and Articles 2:309, 2:313, paragraph 1, and 2:333b of the Dutch Civil Code (including its annexes, the “**Merger Report**”), to which the Company’s social and economic committee's opinion dated April 27, 2021, is attached;
- the reports on the terms and conditions of the proposed cross-border merger by way of absorption of the Company with and into Tahoe AcquireCo (the “**Cross-Border Merger**”) and the value of the contributions, established by Mr. Christophe Bonte, of the firm Grant Thornton France appointed by order of the President of the Commercial Court of Nanterre dated April 27, 2021, pursuant to Articles L. 236-10 and L. 225-147 of the French Commercial Code to act as merger appraiser in connection with the Cross-Border Merger;
- the interim financial statements of the Company as of 30 March, 2021, the certified annual financial statements of the Company for the year ended December 31, 2020, and the certified and adopted annual

financial statements for the years ended December 31, 2019, December 31, 2018 and December 31, 2017 of the Company and the management reports for the last three financial years; and

- the interim financial statements of Tahoe AcquireCo as of 28 May, 2021 (Tahoe AcquireCo having been incorporated on April 2, 2021, its first fiscal year began on the first day of its incorporation on April 2, 2021 and will end on December 31, 2022):

**approves** the Merger Report and the Merger Plan in all their provisions and the Company entering into the Cross-Border Merger under the terms agreed therein, and in particular:

- the transfer to Tahoe AcquireCo, as part of the Cross-Border Merger, of all the Company's assets and liabilities, rights, obligations and other legal relationships as a result of a universal succession of title (*transmission universelle de patrimoine*), with no restriction or exemption, under the terms and conditions of the Merger Plan, and subject in particular to the satisfaction of the conditions precedent set forth in article 10 of the Merger Plan (including the completion of the Contribution) at the latest six (6) months after the completion of the legal formalities relating to the Merger referred to in section 16.2 of the Merger Plan (subject to, to the extent permitted by the Merger Plan or applicable law, the waiver of all or part of such conditions precedent);
- the effective date of the Cross-Border Merger, which will be on the day (Amsterdam time) following the date on which the Dutch civil-law notary has executed the Dutch notarial deed of merger (the "**Effective Date**") in accordance with the provisions of the Merger Plan and, the execution of the notarial deed of merger being subject to satisfaction of the conditions precedent set forth in article 10 of the Merger Plan (including the completion of the Contribution) at the latest six (6) months after the completion of the legal formalities relating to the Merger referred to in section 16.2 of the Merger Plan, (subject to, to the extent permitted by the Merger Plan or applicable law, the waiver of all or part of such conditions precedent);
- the tax and accounting effective date of the Cross-Border Merger, as agreed between the Company and Tahoe AcquireCo, which shall be on the Effective Date of the Cross-Border Merger; and
- the fact that as a result of the Cross-Border Merger, each ordinary share of the Company (not held by the Company as a treasury share if any), with a par value of 0.08 euro, outstanding as of immediately prior to the Effective Date of the Cross-Border Merger, will be exchanged for one ordinary share of Tahoe AcquireCo, each with a par value of 0.08 euro (the "**Exchange Ratio**");

**acknowledges** that, subject to the satisfaction of the conditions precedent set forth in article 10 of the Merger Plan or, to the extent permitted by the Merger Plan or applicable law, the waiver at such date of all or part of such conditions precedent:

- the final value of the transferred assets and liabilities of the Company and the net asset of the Company will be determined by the acquiring entity on the basis of the Company's stand-alone financial statements, as of the Effective Date in application of French GAAP accounting principles;
- Tahoe AcquireCo will increase its share capital as a consideration for the contribution pursuant to the Cross-Border Merger by issuing and allocating, as of the Effective Date of the Cross-Border Merger,

for each issued and outstanding ordinary share of the Company one ordinary share of Tahoe AcquireCo, provided that no fractional ordinary shares of Tahoe AcquireCo shall be issued and allocated;

- each book-entry position (*inscription en compte*) previously evidencing one ordinary share of the Company registered with BNP Paribas Securities Services, as custodian (*teneur de compte conservateur*), which may include one ordinary share of the Company 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;
- the new Tahoe AcquireCo ordinary shares allocated in the Cross-Border Merger will rank *pari passu* in all respects with all other issued and outstanding Tahoe AcquireCo ordinary shares as of the Effective Date of the Cross-Border Merger and no special rights or restrictions will apply to the new Tahoe AcquireCo ordinary shares;
- the new Tahoe AcquireCo ordinary shares will be fully paid and free of any third-party rights or attachments;
- Tahoe AcquireCo shall be subrogated, as of the Effective Date, in all the rights and obligations of the Company;
- subject to the final completion of the Cross-Border Merger following the execution by a Dutch civil-law notary of the Dutch notarial deed of merger, as of the Effective Date, the Company will be dissolved without liquidation on the Effective Date; and

**decides** to grant, as a result, all powers to the Board of directors, with the right to subdelegate under applicable law, in order to:

- as the case may be, acknowledge the final completion of the Cross-Border Merger and its consideration and to that effect, in particular, acknowledge the satisfaction of the conditions precedent set forth in article 10 of the Merger Plan by no later than six months after the completion of the legal formalities relating to the Merger referred to in section 16.2 of the Merger Plan, (subject to, to the extent permitted by the Merger Plan or applicable law, the waiver of all or part of such conditions precedent);
- negotiate, sign and amend any deed, declaration or contract necessary for the completion of the Cross-Border Merger;
- carry out all the formalities required for the Cross-Border Merger or in order to regularize and/or make effective against third parties the transfer of assets, rights and obligations; and
- if necessary, reiterate the terms of the Cross-Border Merger, draft all deeds reiterating, confirming, rectifying or supplementing the Merger Plan, carry out all findings, conclusions, communications and formalities, in particular the declaration of conformity required by the applicable legal provisions, which may be necessary to finalize the Cross-Border Merger.

## **Tenth Resolution**

### *Powers for formalities*

The general meeting gives full powers to the bearer of a copy or extract of these minutes to carry out all filing and publication formalities required by law.

Schedule 2: Directors presentation

**TALEND**

*Société anonyme* with a share capital of 2,567,521.60 EUR  
Registered Office : 5-7 rue Salomon de Rothschild - 92150 Suresnes  
Registered with the Trade and Companies Register of Nanterre under No. 484 175 252  
(the « **Company** »)

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**INFORMATION FORM RELATING TO THE APPOINTMENT OF A DIRECTOR**

**COMBINED GENERAL MEETING DATED JULY 26, 2021**

1. **FIRST AND LAST NAMES** : Amy COLEMAN REDENBAUGH
2. **DATE AND PLACE OF BIRTH** : 1/11/1968, Indiana, PA, USA
3. **AGE** : 53
4. **NATIONALITY** : United States of America
5. **PROFESSIONAL REFERENCES, PROFESSIONAL ACTIVITIES FOR THE PAST FIVE YEARS, CURRENT OR FORMER POSITION IN OTHER COMPANIES** :
  - Thoma Bravo, L.P.; Managing Director, Chief Financial Officer; 8/2008 to Present
  - Thoma Bravo Advantage; Chief Financial Officer; 1/2021 to Present
6. **CURRENT POSITION IN THE COMPANY**: N/A
7. **SHARES OF THE COMPANIES HELD BY THE CANDIDATE** : None

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**INFORMATION FORM RELATING TO THE APPOINTMENT OF A DIRECTOR**

**COMBINED GENERAL MEETING DATED JULY 26, 2021**

1. **FIRST AND LAST NAMES** : David James MURPHY III
2. **DATE AND PLACE OF BIRTH** : 4/13/1962; Louisville, KY, USA
3. **AGE** : 59
4. **NATIONALITY** : United States of America
5. **PROFESSIONAL REFERENCES, PROFESSIONAL ACTIVITIES FOR THE PAST FIVE YEARS, CURRENT OR FORMER POSITION IN OTHER COMPANIES** :
  - Thoma Bravo, L.P.; Senior Operating Partner; 6/2016 to Present
  - Apttus Corporation (dba Conga); Chairman of the Board; 10/2018 to Present
  - Barracuda Networks, Inc.; Board Member; 2/2018 to Present
  - Kofax Limited; Board Member; 7/2017 to Present
  - Nintex Global Limited; Chairman of the Board; 3/2018 to Present
  - Qlik Technologies, Inc; Board Member; 8/2016 to Present
  - Riverbed Technology, Inc.; Chairman of the Board; 1/2019 to Present
  - Sophos Group Limited; Chairman of the Board; 3/2020 to Present
  - Continuum; Board Member; 6/2017 to 10/2019
  - Allure; Director; 6/2011 to Present
6. **CURRENT POSITION IN THE COMPANY**: N/A
7. **SHARES OF THE COMPANIES HELD BY THE CANDIDATE** : None

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**INFORMATION FORM RELATING TO THE APPOINTMENT OF A DIRECTOR**

**COMBINED GENERAL MEETING DATED JULY 26, 2021**

1. **FIRST AND LAST NAMES** : Elizabeth Yates
2. **DATE AND PLACE OF BIRTH** : 10/23/1985 Pittsburgh, PA
3. **AGE** : 35
4. **NATIONALITY** : United States of America
5. **PROFESSIONAL REFERENCES, PROFESSIONAL ACTIVITIES FOR THE PAST FIVE YEARS, CURRENT OR FORMER POSITION IN OTHER COMPANIES** :
  - Thoma Bravo, L.P. – December 2016 to Present
  - Insikt, Inc – February 2015 – November 2016
  - Park Hill Group, a division of The Blackstone Group (NYSE: BX) – July 2010 to February 2015
6. **CURRENT POSITION IN THE COMPANY**: N/A
7. **SHARES OF THE COMPANIES HELD BY THE CANDIDATE** : 0 shares

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**INFORMATION FORM RELATING TO THE APPOINTMENT OF A DIRECTOR**

**COMBINED GENERAL MEETING DATED JULY 26, 2021**

1. **FIRST AND LAST NAMES** : Jim HAGAN
2. **DATE AND PLACE OF BIRTH** : 3/2/1973; Boston, MA, USA
3. **AGE** : 48
4. **NATIONALITY** : United States of America
5. **PROFESSIONAL REFERENCES, PROFESSIONAL ACTIVITIES FOR THE PAST FIVE YEARS, CURRENT OR FORMER POSITION IN OTHER COMPANIES** :
  - Thoma Bravo, L.P.; Operating Partner; 9/2019 to Present
  - Calabrio, Inc.; Board Member; 4/2021 to Present
  - Command Alkon Holdings, Inc.; Board Member; 4/2020 to Present
  - Exostar, LLC; Board Member; 7/2020 to Present
  - Foundation Software, LLC; Board Member; 8/2020 to Present
  - Veriforce, LLC; Board Member; 12/2019 to Present
  - LogRhythm; Board Member; 3/2021 to Present
  - Venafi; Board Member; 3/2021 to Present
  - JDPower; Board Member; 3/2021 to Present
  - Connectwise; Board Member; 3/2021 to Present
  - IDS; Board Advisor; 11/2019 to Present
  - MedeAnalytics; Chief Financial Officer; 9/2016 to 10/2020
6. **CURRENT POSITION IN THE COMPANY**: N/A
7. **SHARES OF THE COMPANIES HELD BY THE CANDIDATE** : None

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**INFORMATION FORM RELATING TO THE APPOINTMENT OF A DIRECTOR**

**COMBINED GENERAL MEETING DATED JULY 26, 2021**

1. **FIRST AND LAST NAMES** : Kenneth VIRNIG II
2. **DATE AND PLACE OF BIRTH** : 3/13/1984; Stanford, CA, USA
3. **AGE** : 37
4. **NATIONALITY** : United States of America
5. **PROFESSIONAL REFERENCES, PROFESSIONAL ACTIVITIES FOR THE PAST FIVE YEARS, CURRENT OR FORMER POSITION IN OTHER COMPANIES** :
  - Thoma Bravo, L.P.; Partner; 8/2008 to Present
  - Barracuda Networks, Inc.; Board Member; 2/2018 to Present
  - Dynatrace, LLC; Board Member; 8/2013 to Present
  - Flexera Software, LLC; Board Member; 3/2021 to Present
  - Hyland Software, Inc.; Board Member; 7/2015 to Present
  - Imperva, Inc.; Board Member; 1/2019 to Present
  - Imprivata, Inc.; Board Member; 8/2015 to Present
  - Kofax Limited; Board Member; 7/2017 to Present
  - Qlik Technologies Inc; Board Member; 8/2016 to Present
  - Sophos Group Limited; Board Member; 3/2020 to Present
  - Venafi, Inc.; Board Member; 12/2020 to Present
  - Veracode, Inc.; Board Member; 12/2018 to Present
  - LogRhythm; Board Member; 7/2018 to Present
  - SailPoint; Board Member; 9/2014 to 3/2019
6. **CURRENT POSITION IN THE COMPANY**: N/A
7. **SHARES OF THE COMPANIES HELD BY THE CANDIDATE** : None

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**INFORMATION FORM RELATING TO THE APPOINTMENT OF A DIRECTOR**

**COMBINED GENERAL MEETING DATED JULY 26, 2021**

1. **FIRST AND LAST NAMES** : Kristin NIMSGER
2. **DATE AND PLACE OF BIRTH** : 6/14/1973; Ivanhoe, MN, USA
3. **AGE** : 47
4. **NATIONALITY** : United States of America
5. **PROFESSIONAL REFERENCES, PROFESSIONAL ACTIVITIES FOR THE PAST FIVE YEARS, CURRENT OR FORMER POSITION IN OTHER COMPANIES** :
  - Thoma Bravo, L.P.; Operating Partner; 11/2020 to Present
  - Calabrio, Inc.; Board Member; 4/2021 to Present
  - AxiomSL; Board Member; 1/2021 to Present
  - Zipari, Inc.; Board Member; 12/2020 to Present
  - Impact Strategy Group, LLC; CEO and Founder; 11/2011 to Present
  - Vista Equity Partners; Senior Advisor; 4/2020 to 12/2020
  - Social Solutions; CEO; 10/2016 to 4/2020
6. **CURRENT POSITION IN THE COMPANY**: N/A
7. **SHARES OF THE COMPANIES HELD BY THE CANDIDATE** : None

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**INFORMATION FORM RELATING TO THE APPOINTMENT OF A DIRECTOR**

**COMBINED GENERAL MEETING DATED JULY 26, 2021**

1. **FIRST AND LAST NAMES** : Mike HOFFMANN
2. **DATE AND PLACE OF BIRTH** : 12/16/1985; Stanford, CA, USA
3. **AGE** : 35
4. **NATIONALITY** : United States of America
5. **PROFESSIONAL REFERENCES, PROFESSIONAL ACTIVITIES FOR THE PAST FIVE YEARS, CURRENT OR FORMER POSITION IN OTHER COMPANIES** :
  - Thoma Bravo, L.P.; Principal; 8/2014 to Present
  - Calabrio, Inc; Board Member; 4/2021 to Present
  - ConnectWise, LLC; Board Member; 2/2019 to Present
  - Riverbed Technology, Inc.; Board Member; 4/2015 to Present
  - Aternity, Inc.; Board Member; 8/2016 to Present
  - SolarWinds Corporation; Board Member; 2/2016 to Present
  - Empirix; Board Member; 8/2014 to 4/2021
6. **CURRENT POSITION IN THE COMPANY**: N/A
7. **SHARES OF THE COMPANIES HELD BY THE CANDIDATE** : None