

Terms & Conditions of adjustment of the share subscription warrants issued to European High Growth Opportunities Securitization Fund under the issuance agreement dated January 29, 2019

1. Protection of the Warrant holders upon completion of specific transactions

1.1. Upon completion of any of the following transactions:

1. issue of securities carrying a preferential subscription right to shareholders,
2. increase in share capital by capitalisation of reserves, profits or share premia, and by distribution of free shares, or stock split,
3. in the event that a nominal value is assigned to the Shares, an increase in share capital of the Issuer, without issuing Shares, by capitalisation of reserves, profits or share premia by increasing the nominal value of the Shares,
4. distribution of reserves in cash or in kind or a share premium,
5. allotment of bonus financial instruments other than Shares,
6. merger by acquisition (*fusion par absorption*), merger (*fusion par création d'une nouvelle société*), spin-off, division (*scission*) of the Issuer,
7. buy-back of own Shares at a price that is higher than the Share price,
8. amortisation in share capital of the Issuer,
9. modification of the Issuer's allocation of its profits,
10. issuance of Shares at less than the Warrant Exercise Price,
11. issuance of share subscription warrants at less than the applicable Warrant Exercise Price.

which Cybergun (the « **Issuer** ») may carry out after the detachment date of the share subscription warrants issued to European High Growth Opportunities Securitization Fund (the « **Investor** ») under the issuance agreement entered into with the issuer on January 29, 2019 (the « **Warrants** »), the rights of the Warrants holders will be protected by adjusting the exercise ratio of each Warrant (the « **Warrant Exercise Ratio** ») or the exercise price of each Warrant (the « **Warrant Exercise Price** ») in accordance with the following provisions.

In the event of an adjustment carried out in accordance with conditions 1 to 11 below, the new Warrant Exercise Ratio will be determined to one decimal place and rounded down to the nearest 10th (0.15 being rounded up to the next highest 10th). Any subsequent adjustments will be carried out on the basis of such newly calculated and rounded Warrant Exercise Ratio. However, the Warrants can only result in the delivery of a whole number of shares of the Issuer (the « **Shares** »).

1. In the event of a financial transaction, conferring a preferential subscription right to existing shareholders, the new Warrant Exercise Ratio will be determined by multiplying the Warrant Exercise Ratio in effect prior to the relevant transaction by the following formula:

share value ex-subscription right plus the value of the subscription right

share value ex-subscription right

For the purposes of calculating this formula, the values of the share ex-subscription right and of the subscription right will be determined on the basis of the average of the closing prices of the Shares on Euronext Growth Paris (as reported by Bloomberg) falling in the subscription period during which the Shares and the subscription rights are listed simultaneously.

2. In the event of an increase in share capital of the Issuer by capitalisation of reserves, profits or share premia and by distribution of free shares, or in the event of a stock split the new Warrant Exercise Ratio will be determined by multiplying the Warrant Exercise Ratio in effect prior to the relevant transaction by the following formula:

$$\frac{\text{Number of shares after the transaction}}{\text{Number of shares existing before the transaction}}$$

3. In the event of an increase in share capital of the Issuer without Shares being issued by means of a capitalisation of reserves, profits or share premia performed by increasing the nominal value of the Shares, the nominal value of the Shares which may be delivered to the Warrants holders upon exercise of their Warrants will be increased accordingly.

4. In the event of the distribution by the Issuer of reserves in cash or in kind or a share premium, the new Warrant Exercise Ratio will be determined by multiplying the Warrant Exercise Ratio in effect prior to the relevant transaction by the following formula:

$$1 - \frac{\text{Amount of the distribution per share}}{\text{Value of the share before distribution}}$$

For the purposes of calculating this formula, the value of the Shares before distribution will be determined on the basis of the weighted average of the prices on Euronext Growth Paris over the last three (3) Trading Days¹ before the distribution.

5. In the event of an allotment of bonus financial instruments other than Shares of the Issuer, the new Warrant Exercise Ratio will be determined as follows:

- If the right to receive financial instruments is listed on Euronext Growth Paris, the new Warrant Exercise Ratio will be determined by multiplying the Warrant Exercise Ratio in effect prior to the relevant transaction by the following formula:

$$1 + \frac{\text{Price of the right to receive financial instruments}}{\text{Share price ex-right}}$$

For the purposes of calculating this formula, the prices of the Shares ex-right and of the rights to receive financial instruments will be determined on the basis of the weighted average of the prices on Euronext Growth Paris over the first three (3) Trading Days as from the detachment of the financial instruments.

- If the right to receive financial instruments is not listed on Euronext Growth Paris, the new Warrant Exercise Ratio will be determined by multiplying the Warrant Exercise Ratio in effect prior to the relevant transaction by the following formula:

$$1 + \frac{\text{Value of the financial instruments allocated to each shares}}{\text{Share price ex-right}}$$

¹ « Trading Day » being any day during which Euronext Growth Paris is open for business, provided that « Trading Day » shall not include any day on which the Shares are scheduled to trade on such market for less than 4.5 hours (it being specified for the avoidance of doubt that any day during which there would be no effective trading would be considered as a Trading Day if this is not due to a suspension requested by the Issuer or the stock market authorities) or any day that the Shares are suspended from trading at the request of the Issuer or of the stock market authorities during the final hour of trading on such market, unless such day is otherwise designated as a Trading Day in writing by the Investor.

For the purposes of calculating this formula, the price of the Shares ex-right and the value of the financial instruments will be determined on the basis of the weighted average of the prices on Euronext Growth Paris over the first three (3) Trading Days as from the detachment of the financial instruments.

If the financial instruments allocated are not listed on Euronext Growth Paris, their value shall be evaluated in an independent expert’s certificate. This certificate shall be produced by an expert of international repute appointed by the Issuer, whose opinion shall not be subject to appeal.

6. In the event of merger by acquisition (*fusion par absorption*) of the Issuer by another company or of merger of the Issuer with one or more other companies to create a new company (*fusion par création d’une nouvelle société*), or in the event of a division (*scission*) or spin-off of the Issuer, the Warrants may be exercised into shares of the acquiring or new company or the companies resulting from any division or spin-off.

The new Warrant Exercise Ratio shall be determined by adjusting the Warrant Exercise Ratio in effect before such event by the exchange ratio of the Issuer’s Shares against the shares of the acquiring or new company or companies resulting from any division or spin-off. These companies shall be substituted to the Issuer in order to apply the above adjustment, the purpose being to maintain, where applicable, the rights of the Warrants holders in the event of financial or securities transactions, and, generally to ensure that the rights of the Warrants holders are guaranteed under the legal, regulatory and contractual conditions.

7. In the event that the Issuer makes an offer to the shareholders to buy-back its own Shares at a price that is higher than the Share price, the new Warrant Exercise Ratio will be determined by multiplying the Warrant Exercise Ratio in effect by the following formula calculated to the nearest 100th of a Share:

$$\frac{\text{Share value} + \text{pc}\% \times (\text{buy-back price} - \text{share value})}{\text{Share value}}$$

For the purposes of calculating this formula:

“**Share value**” (i) means the average of at least ten (10) consecutive closing prices of the Shares on Euronext Growth Paris chosen from the twenty (20) consecutive closing prices of the Shares on Euronext Growth Paris preceding the buy-back (or the buy-back offer).

“**Pc%**” means the percentage of the share capital of the Issuer that has been bought back.

“**Buy-back price**” means the effective price of the Shares bought-back (which is by definition higher than the Share value).

8. In the event of an amortisation in share capital of the Issuer, the new Warrant Exercise Ratio will be determined by multiplying the Warrant Exercise Ratio in effect prior to the relevant transaction by the following formula:

$$1 - \frac{1 - \frac{\text{Amount of amortisation per share}}{\text{Value of the share before amortisation}}}{1}$$

For the purposes of calculating this formula, the value of the Share before the amortisation will be determined on the basis of the weighted average of the prices of the Share on Euronext Growth Paris over the last three (3) Trading Days immediately prior to the date of the amortisation.

9. In the event of the modification by the Issuer of the allocation of its profits as a result of the issue of preference shares, the new Warrant Exercise Ratio will be determined by multiplying the Warrant Exercise Ratio in effect prior to the preference share issue date by the following formula:

$$1 - \frac{1}{\text{Value of the share before modification}}$$

Reduction of the profit right per share

For the purposes of calculating this formula, the Share price before the modification of the allocation of profits will be determined on the basis of the weighted average of the prices of the Share on Euronext Growth Paris over the last three (3) Trading Days immediately prior to the date of the modification.

10. In the event of an issuance of Shares (other than Shares issued upon conversion of Notes or exercise of Warrants) by the Issuer at an issuance price per Share which is lower than the Warrant Exercise Price, the new applicable Warrant Exercise Price will be automatically adjusted in order to be equal to the issuance price of such Shares. Such adjustment of the Warrant Exercise Price will become effective on the issuance date of such Shares.

11. In the event of an issuance by the Issuer of share subscription warrants whose exercise price is lower than the Warrant Exercise Price, the Warrant Exercise Price will be automatically adjusted in order to be equal to the said exercise price. Such adjustment of the Warrant Exercise Price will become effective on the issuance date of such share subscription warrants.

1.2. Any Warrants holder exercising its rights may subscribe to a number of Shares, which is calculated by multiplying the Warrant Exercise Ratio in effect at such time by the number of the Warrants exercised. If the Shares are listed and if the number of Shares calculated in this manner is not a whole number, a Warrant holder shall receive:

- either the nearest whole number of Shares immediately less than its entitlement and will receive a payment equal to the value of such additional fraction of a Share calculated on the basis of the closing Share price listed on Euronext Growth Paris on the Warrant Exercise Date;
- or the nearest whole number of shares immediately more than its entitlement and will provide a payment equal to the value of such additional fraction of a Share calculated on the basis of the closing Share price listed on Euronext Growth Paris on the Warrant Exercise Date.

Notwithstanding the above, the Issuer shall not be permitted, without the prior authorisation of the Warrants holder(s), to change its legal form or corporate purpose.

2. Adjustment of the Warrant Exercise Price on the basis of the yearly performance of the share price of Cybergun on Euronext Growth Paris

Until full exercise of all Warrants to be issued under the issuance agreement entered into between the Issuer and the Investor, on December 31 each year, the applicable Warrant Exercise Price of outstanding Warrants shall be recalculated on the basis of the yearly performance of the share price of the Issuer on Euronext Growth Paris between January 1 and December 31 the same year (only in the case where it is negative). The adjusted Warrant Exercise Price shall be equal to:

$$\text{Adjusted Warrant Exercise Price} = \text{WEP} \times (1 - k)$$

And with,

WEP = Warrant Exercise Price in EUR

k = Yearly performance of the Share between January 1 and December 31 (i.e. the decrease, in percentage and in absolute value, between the closing Share price on January 1 and on December 31).

It is specified that (i) in case of recalculation of the applicable Warrant Exercise Price as mentioned above, the number of Warrants outstanding shall remain unchanged, (ii) in any case, the Warrant Exercise Price shall not be lower than the nominal value of a Share.