

SECURITIES AND EXCHANGE COMMISSION

FORM SC14D9C

Written communication by the subject company relating to a third party tender offer

Filing Date: **2021-06-15**
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SUBJECT COMPANY

Talend S.A.

CIK: **1668105** | IRS No.: **000000000** | State of Incorp.: **10** | Fiscal Year End: **1231**
Type: **SC14D9C** | Act: **34** | File No.: **005-89857** | Film No.: **211018539**
SIC: **7372** Prepackaged software

Mailing Address
C/O GENERAL COUNSEL
800 BRIDGE PARKWAY
REDWOOD CITY CA 94065

Business Address
5-7, RUE SALOMON DE
ROTHSCHILD
SURESNES 10 92150
650-539-3200

FILED BY

Talend S.A.

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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**SCHEDULE 14D-9
(Rule 14d-101)**

Solicitation/Recommendation Statement under Section 14(d)(4)
of the Securities Exchange Act of 1934

TALEND S.A.
(Name of Subject Company)

TALEND S.A.
(Name of Person(s) Filing Statement)

American Depositary Shares, each representing one ordinary share, nominal value €0.08 per share; Ordinary Shares, nominal
value €0.08 per share
(Title of Class of Securities)

874224207
(CUSIP Number of Class of Securities)

Christal Bemont
Chief Executive Officer
Talend S.A.
5-7, rue Salomon de Rothschild
Suresnes, France 92150
+33 (0) 1 46 25 06 00
(Name, address and telephone number of person authorized to receive notices and communications
on behalf of the person(s) filing statement)

With copies to:

Robert Ishii
Patrick Sandor
Wilson Sonsini Goodrich & Rosati, Professional Corporation
One Market Plaza
Spear Tower, Suite 3300
San Francisco, California 94105
(415) 947-2000

☐ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

On March 10, 2021, Talend S.A., a *société anonyme* organized under the laws of France (the “**Company**” or “**Talend**”), issued a press release announcing the execution of a Memorandum of Understanding (the “**MoU**”) with Tahoe Bidco (Cayman), LLC, an exempted company incorporated under the laws of the Cayman Islands (“**Parent**”) and an affiliate of Thoma Bravo, L.P. (“**Thoma Bravo**”). It is contemplated that pursuant to the MoU, Parent and the Company shall pursue a series of transactions pursuant to which, among other transactions, Parent is seeking to acquire (through one or more of its affiliates) at least 80% of the issued and outstanding ordinary shares, nominal value of €0.08 per share, of the Company (the “**Company Shares**”), including American Depositary Shares representing Company Shares (the “**ADSs**”), and Company Shares issuable upon the exercise of any outstanding options, warrant, convertible securities or rights to purchase, subscribe for, or be allocated Company Shares, pursuant to a cash tender offer (the “**Offer**”).

This Schedule 14D-9 filing consists of the following documents related to the proposed Offer:

- (i) Form of letter relating to Exercise of BSA and tender of the underlying Vested Shares, first used June 15, 2021 (Exhibit 99.1)
- (ii) Form of letter relating to Exercise of Vested Options and tender of the underlying Vested Shares; Conversion of Unvested Shares, first used June 15, 2021 (Exhibit 99.2)
- (iii) Form of letter relating to Exercise of Options and tender of the underlying Vested Shares, first used June 15, 2021 (Exhibit 99.3)
- (iv) Form of letter relating to Exercise of BSPCE and tender of the underlying Vested Shares, first used June 15, 2021 (Exhibit 99.4)
- (v) Form of letter relating to Exercise of BSA and tender of the underlying fully Vested Shares, first used June 15, 2021 (Exhibit 99.5)
- (vi) Form of letter relating to Exercise of BSPCE and tender of the underlying fully Vested Shares, first used June 15, 2021 (Exhibit 99.6)

The information set forth under Items 1.01, 8.01 and 9.01 of Talend’s Current Report on Form 8-K filed by the Company on March 10, 2021 (including all exhibits attached thereto) is incorporated herein by reference.

Important Additional Information and Where to Find It

In connection with the proposed acquisition of Talend S.A. (“**Talend**”), Tahoe BidCo B.V. (“**Purchaser**”) commenced a tender offer for all of the outstanding ordinary shares and American Depositary Shares (“**ADSs**”), each representing one ordinary share, of Talend on June 11, 2021. This communication is for informational purposes only and is neither an offer to purchase nor a solicitation of an offer to sell shares of Talend. It is also not a substitute for the tender offer materials that Purchaser filed with the Securities and Exchange Commission (the “**SEC**”) or the solicitation/recommendation statement that Talend filed on Schedule 14D-9 with the SEC upon commencement of the tender offer. Purchaser filed tender offer materials on Schedule TO with the SEC, and Talend filed a Solicitation/Recommendation Statement on Schedule 14D-9 with the SEC. THE TENDER OFFER MATERIALS (INCLUDING AN OFFER TO PURCHASE, A RELATED LETTER OF TRANSMITTAL AND CERTAIN OTHER TENDER OFFER DOCUMENTS) AND THE SOLICITATION/RECOMMENDATION STATEMENT CONTAIN IMPORTANT INFORMATION THAT SHOULD BE READ CAREFULLY AND CONSIDERED BY TALEND’S STOCKHOLDERS AND ADS HOLDERS BEFORE ANY DECISION IS MADE WITH RESPECT TO THE TENDER OFFER. Both the tender offer materials and the solicitation/recommendation statement are available to Talend’s stockholders and ADS holders free of charge. A free copy of the tender offer materials and the solicitation/recommendation statement will also be made available to all of Talend’s stockholders and ADS holders by contacting Talend at ir@talend.com, or by visiting Talend’s website (www.talend.com). In addition, the tender offer materials and the solicitation/recommendation statement (and all other documents filed by Talend with the SEC) are available at no charge on the SEC’s website (www.sec.gov). TALEND’S STOCKHOLDERS AND ADS HOLDERS ARE ADVISED TO READ THE TENDER OFFER MATERIALS AND THE SOLICITATION/RECOMMENDATION STATEMENT, AS EACH MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, AND ANY OTHER RELEVANT DOCUMENTS FILED BY PURCHASER OR TALEND WITH THE SEC BEFORE THEY MAKE ANY DECISION WITH RESPECT TO THE TENDER OFFER. THESE MATERIALS WILL CONTAIN IMPORTANT INFORMATION ABOUT THE TENDER OFFER, PURCHASER AND TALEND.

Forward-Looking Statements

This document contains certain statements that constitute forward-looking statements. These forward-looking statements include, but are not limited to, statements regarding the satisfaction of conditions to the completion of the proposed transaction and the expected completion of the proposed transaction, as well as other statements that are not historical fact. These forward-looking statements are based

on currently available information, as well as Talend's views and assumptions regarding future events as of the time such statements are being made. Such forward looking statements are subject to inherent risks and uncertainties. Accordingly, actual results may differ materially and adversely from those expressed or implied in such forward-looking statements. Such risks and uncertainties include, but are not limited to, the potential failure to satisfy conditions to the completion of the proposed transaction due to the failure to receive a sufficient number of tendered shares in the tender offer, as well as those described in cautionary statements contained elsewhere herein and in Talend's periodic reports filed with the SEC including the statements set forth under "Risk Factors" set forth in Talend's most recent annual report on Form 10-K, and any subsequent reports on Form 10-Q or form 8-K filed with the SEC, the Tender Offer Statement on Schedule TO (including the offer to purchase, the letter of transmittal and other documents relating to the tender offer) filed by Purchaser, and the Solicitation/Recommendation Statement on Schedule 14D-9 filed by Talend. As a result of these and other risks, the proposed transaction may not be completed on the timeframe expected or at all. These forward-looking statements reflect Talend's expectations as of the date of this report. The forward-looking statements included in this communication are made only as of the date hereof. Talend assumes no obligation and does not intend to update these forward-looking statements, except as required by law.

Exhibit Index

Exhibit Number	Description
<u>99.1</u>	<u>Form of letter relating to Exercise of BSA and tender of the underlying Vested Shares, first used June 15, 2021 (Exhibit 99.1)</u>
<u>99.2</u>	<u>Form of letter relating to Exercise of Vested Options and tender of the underlying Vested Shares; Conversion of Unvested Shares, first used June 15, 2021 (Exhibit 99.2)</u>
<u>99.3</u>	<u>Form of letter relating to Exercise of Options and tender of the underlying Vested Shares, first used June 15, 2021 (Exhibit 99.3)</u>
<u>99.4</u>	<u>Form of letter relating to Exercise of BSPCE and tender of the underlying Vested Shares, first used June 15, 2021 (Exhibit 99.4)</u>
<u>99.5</u>	<u>Form of letter relating to Exercise of BSA and tender of the underlying fully Vested Shares, first used June 15, 2021 (Exhibit 99.5)</u>
<u>99.6</u>	<u>Form of letter relating to Exercise of BSPCE and tender of the underlying fully Vested Shares, first used June 15, 2021 (Exhibit 99.6)</u>



[First_Name] [Last_Name]

[Email]

In Suresnes,

On June 15, 2021

Re: Exercise of BSA and tender of the underlying Vested Shares

Dear Sir/Madam,

Reference is made to the cash tender offer to be initiated by Tahoe Bidco B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of the Netherlands (the "**Purchaser**") on all the shares of Talend S.A., a *société anonyme* organized under the laws of France, whose registered office is located at 5-7, rue Salomon de Rothschild, 92150 Suresnes, registered in the Nanterre Trade and Companies Register under number 484 175 252 (the "**Company**") (including ordinary shares represented by American depositary shares ("**ADS**") for a price (the "**Offer Price**") of \$66.00 per ordinary share of the Company and \$66.00 per ADS (the "**Offer**") pursuant to a Memorandum of Understanding ("**MoU**") dated March 10, 2021 between the Company and Tahoe Bidco (Cayman), LLC, an exempted company incorporated under the laws of the Cayman Islands (the "**Parent**").

The Purchaser and the Parent are controlled by affiliates of Thoma Bravo, L.P. ("**Thoma Bravo**"), an investment firm specialized in the software and technology-enabled services sectors.

As at the date hereof, you hold outstanding warrants (*bons de souscription d'actions*) ("**BSA**") to purchase ordinary shares of the Company ("**Shares**"):

- a portion of your BSA is vested and exercisable (the "**Vested BSA**") and
- a portion of your BSA is unvested and unexercisable (the "**Unvested BSA**").

The details and allocation of such BSA as at July 31, 2021 and the per share exercise price for your BSA (the "**Exercise Price**") are attached to this notice as **Exhibit A**.

In the context of the Offer:

- (i) the Board of Directors of the Company has decided to accelerate the vesting of all your Unvested BSA;
- (ii) the Purchaser is offering you the opportunity to exercise all, and no less than all, your BSA through a cashless exercise arrangement to fund the payment of the Exercise Price and any applicable tax withholding obligations,

it being provided that such opportunity shall be subject to and conditioned upon your irrevocable undertaking to transfer to the Purchaser all Shares acquired upon the exercise of all your BSA (the "Vested Shares") during the offering period of the Offer or any subsequent offering period as defined under applicable laws and regulations (as such periods may be extended in accordance with applicable laws and regulations).

Details of the Offer and on how your Vested Shares may be tendered to the Offer can be found here: <https://www.sec.gov/Archives/edgar/data/1668105/000119312521188300/d174329dex99a1a.htm>.

If all, and no less than all, your Vested Shares **are not** tendered to the Offer in accordance with the Offer, the exercise of your BSA through the cashless exercise arrangement described above will not become effective.

If you **exercise** all, and no less than all, your BSA **and** tender all, and no less than all, your Vested Shares to the Offer, you will receive, shortly following the completion of the Offer, for each Vested Share resulting from the exercise of all your BSA, an amount in cash, without interest, equal to the excess, if any, of the Offer Price over the applicable per share Exercise Price for each such BSA, less any applicable tax withholding amount.

The exercise of your BSA in the context of the cashless exercise arrangement described above is subject to the satisfaction of the conditions set forth in this letter and those described in the Exercise Documents (as described below), including the satisfaction of the Minimum Condition (as defined by article 8.1 of the MoU).

If you wish to exercise your BSA through the cashless exercise arrangement described above, you must complete the form attached as **Exhibit B** electronically no later than July 23, 2021, 23:59 CET or such later deadline as may be extended by the Purchaser (the “**Exercise Deadline**”) (the documents for completing the exercise of the Vested Options through the cashless exercise, the “**Exercise Documents**”). If the Purchaser elects to extend the Exercise Deadline beyond the date identified above, the Company will notify you as soon as possible. Any extension will not impact previously completed Exercise Documents, unless otherwise indicated by the Purchaser.

Please note that if you wish to exercise your BSA through the cashless exercise arrangement described above, you must exercise **all, and no less than all**, of your BSA.

If you fail to timely complete the Exercise Documents by the Exercise Deadline, you may not have any other opportunity to monetize your BSA or the underlying Shares.

All or part of your BSA may become null and void if not exercised in the context of the Offer, as may be provided under the terms and conditions of your BSA plan(s) and/or the Company may decide to repurchase or reimburse them.

The tax implications of exercising your BSA are complex and you are encouraged to consult with your own legal and tax advisors, accountant, and/or financial advisor before completing the form attached as **Exhibit B**.

Yours sincerely,

Aaron Ross
General Counsel

Important Additional Information and Where to Find It

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EXHIBIT A

DETAILS OF THE BSA AS AT JULY 31, 2021*

Name: [Last_Name]

First name: [First_Name]

Email address: [Email]

Grant date	Number of outstanding Unvested BSA	Number of outstanding Vested BSA	Number of underlying shares (vested and unvested)	Applicable per share Exercise Price (in Euros)	Applicable total Exercise Price (in Euros)
[Grant_Date_1]	[Outstanding_Unvested_1]	[Outstanding_Vested_1]	[Outstanding_1]	[Grant_Price_1]	[Total_Exercise_Price_1]
TOTAL	[Aggregate_Outstanding_Unvested]	[Aggregate_Outstanding_Vested]	[Aggregate_Outstanding]	-	[Aggregate_Exercise_Price]

* based on data available as of June 3, 2021

EXHIBIT B

UNDERTAKING TO TRANSFER THE VESTED SHARES

I, the undersigned

First name: [First_Name]

Last name: [Last_Name]

Birth date: [Birth_Date]

having acknowledged the terms of the Offer,

acknowledging that capitalized terms not otherwise defined herein will have the meaning ascribed to them in the notice to which this is attached,

holder of BSA that are fully vested or which vesting has been accelerated pursuant to a Board of Directors resolution dated May 27, 2021,

subject to the consummation of the Offer at the Offer Acceptance Time (as defined by article 3.2.2 of the MoU),

hereby **exercise** all, and no less than all, my BSA and consequently subscribe to the underlying Vested Shares,

hereby irrevocably **agree** that the Exercise Price and applicable tax withholdings shall be paid, directly by the Purchaser, on my behalf, on the Company's account, by way of a delegation of payment (*délégation de paiement*) in accordance with provisions of article 1336 *et seq.* of the French Civil Code,

hereby **confirm** my firm and irrevocable commitment to transfer to the Purchaser, as the case may be during the offering period of the Offer or any subsequent offering period as defined under applicable laws and regulations (as such periods may be extended in accordance with applicable laws and regulations), all of the Vested Shares acquired upon exercise of my BSA,

acknowledge that as a consequence, I will receive, for each Vested Share resulting from the exercise of my BSA, an amount in cash equal to the excess, if any, of the Offer Price over the applicable per share Exercise Price for such BSA, less any applicable tax withholding amount, on the bank account which details have previously been provided to the Company for payroll purposes, except otherwise instructed,

consequently, and in accordance with Articles 1984 *et seq.* of the French Civil Code, I hereby **grant** full powers to:

- Aaron Ross, General Counsel at Talend;
- Brent Speed, Senior Corporate Counsel, SEC and Corporate Governance at Talend,

each acting separately with full power of sub-delegation to be true and lawful attorneys-in-fact (each, an "**Attorney**"), to, in my name and on my behalf:

- a) negotiate, modify, finalize, initial, sign and/or certify as true:

- (i) any exercise form (*bulletin d'exercice*) relating to the exercise of my BSA and the subscription of the Vested Shares;
 - (ii) any documentation relating to the sale and tendering of all the Vested Shares resulting from the exercise of the BSA to the Purchaser, in particular, any transfer form (*ordre de mouvement*), transfer contract, any *cerfa* form or any other deed, agreement, appendix or form that would be required for the completion of any such sale;
-

- (iii) any individual undertaking relating to any confidentiality and/or non-disclosure obligation;
- b) represent me at any meeting of any corporate body of the Company (a "**Meeting**") which will be necessary for the completion of the transactions contemplated under the MoU (the "**Transaction**") and consequently attend any Meeting, sign attendance notes and any other documents, take part in all discussions, cast all votes which I am entitled to cast and generally carry out the necessary procedures in relation to the completion of the Transaction;
- c) and, more generally, in the context of the Transaction or in order to successfully complete the aforementioned actions and facilitate the completion of the Transaction, execute and sign any contract, deed, amendment, exhibit or document (including any letter, any share transfer certificate, any *cerfa* form, any deed of adherence, all powers to carry out, any report, minutes or written shareholders' decision), carry out any formality, enter into any commitments, make all declarations, pay any sum and receive receipt in connection thereof, receive all sums and give receipt in connection thereof, give all instructions, certify true any documents and exhibits, elect domicile, and generally do all that is required by circumstances and do all that the Attorney will see fit to do in the context of the Investment or in order to successfully complete the aforementioned actions.

I acknowledge that:

- a) I have been duly informed that the information that I have received is strictly confidential and that I cannot, without incurring any liability, disclose such information without the Company's express consent;
- b) Neither the Company nor its board of directors makes any recommendation as to whether I should elect to have my BSA treated as described herein. I am making my own decision regarding whether or not to have my BSA treated as described herein.
- c) I have had an opportunity to talk with my own legal counsel, accounting and/or financial advisor prior to completing this form and that I am relying on such person(s) and not the Company or its officers or employees for financial and tax advice as it relates to me;
- d) I have been sufficiently informed of the current position of the applicable tax and social security authorities with respect to the qualification and treatment, for tax and social security purposes, of the potential gains that I would realize in connection with the Transaction;
- e) If I am a U.S. employee, my signing this form will not be construed as a right to my continued employment or service with the Company or any of its subsidiaries or affiliates for any period and my employment or service with the Company or any of its subsidiaries or affiliates can be terminated at any time by me or the Company or any of its subsidiaries or affiliates, with or without cause or notice, subject to applicable laws;
- f) All authority in this form will survive my death or incapacity, and all of my obligations in this form will be binding upon my heirs, personal representatives, successors and assigns; and
- g) I am fully aware that, by means of this power of attorney, I will be personally committed by the sole signature of each Attorney.

I hereby expressly authorize each Attorney to act or execute any contract, deed, appendix, exhibits or document in my name and on my behalf notwithstanding the provisions of Article 1161 of the French Civil Code.

Without prejudice to the power of attorney granted herein, I undertake to ratify any necessary deed, without exception, which each Attorney may perform for the completion of the mandate conferred upon him; each Attorney or any other person that would be substituted shall not be held liable of the non-exhaustive character or inaccuracy of the documents which will be signed in my name and on my behalf and shall not, as a consequence, incur any liability in this respect.

In addition, I hereby **declare** and **warrant** that:

- a) all of the BSA that I am electing to exercise are currently outstanding and have not been exercised or transferred; and
- b) the BSA are free and clear of all liens, restrictions, charges, encumbrances and claims.

This undertaking and this power of attorney are irrevocable and shall continue until December 31, 2021.

This document and any non-contractual obligation arising out of or in connection with this document shall be governed by, and construed in accordance with, French law.

All disputes arising out of or in connection with this document (including without limitation with respect to the existence, validity, performance, termination and interpretation of this document and any non-contractual obligation arising out of or in connection with this document) shall be submitted to the exclusive jurisdiction of the Nanterre Commercial Court (*Tribunal de Commerce de Nanterre*).

I agree to sign electronically this form in accordance with the provisions of articles 1366 et seq. of the French Civil code, through the service provider DocuSign who will ensure the security and integrity of the digital copies of this form in accordance with the Electronic Signature Laws and Regulations. I hereby acknowledge and agree that the signing of this form via the abovementioned electronic process is made in full knowledge of the technology implemented, its relating terms of use and the Electronic Signature Laws and Regulations, and, accordingly, hereby irrevocably and unconditionally waive any right I may have to initiate any claim and/or legal action, directly or indirectly arising out of or relating to the reliability of said electronic signature process and/or the evidence of my intention to enter into this form in this respect.

For the purposes of this form:

- “**EIDAS Regulation**” means the Regulation (EU) N°910/2014 of the European Parliament and of the Council dated 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market;
- “**Electronic Signature Laws and Regulations**” means articles 1366 and 1367 of the French Civil code, the decree n°2017-1416 dated 28 September 2017 on the electronic signature and the EIDAS Regulation.

By: _____

Name: [First_Name] [Last_Name]

Date:



[First_Name] [Last_Name]

[Email]

In Suresnes,

On June 15, 2021

Re: Exercise of Vested Options and tender of the underlying Vested Shares; Conversion of Unvested Options

Dear Sir/Madam,

Reference is made to the cash tender offer to be initiated by Tahoe Bidco B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of the Netherlands (the “**Purchaser**”) on all the shares of Talend S.A., a *société anonyme* organized under the laws of France, whose registered office is located at 5-7, rue Salomon de Rothschild, 92150 Suresnes, registered in the Nanterre Trade and Companies Register under number 484 175 252 (the “**Company**”) (including ordinary shares represented by American depository shares (“**ADS**”)) for a price (the “**Offer Price**”) of \$66.00 per ordinary share of the Company and \$66.00 per ADS (the “**Offer**”) pursuant to a Memorandum of Understanding (“**MoU**”) dated March 10, 2021 between the Company and Tahoe Bidco (Cayman), LLC, an exempted company incorporated under the laws of the Cayman Islands (the “**Parent**”).

The Purchaser and the Parent are controlled by affiliates of Thoma Bravo, L.P. (“**Thoma Bravo**”), an investment firm specialized in the software and technology-enabled services sectors.

As at the date hereof, you hold outstanding options (*options de souscription ou d’achat d’actions*) (“**Options**”) to purchase ordinary shares of the Company (“**Shares**”):

- a portion of your Options is vested and exercisable (the “**Vested Options**”); and
- a portion of your Options is unvested and unexercisable (the “**Unvested Options**”).

The details and allocation of such Options as at July 31, 2021 and the per share exercise price for your Options (the “**Exercise Price**”) are attached to this notice as **Exhibit A**.

In the context of the Offer, the Purchaser is offering you the opportunity to:

- (i) **Vested Options:** exercise all, and no less than all, your Vested Options through a cashless exercise arrangement to fund the payment of the Exercise Price and any applicable tax withholding obligations; **it being provided that such opportunity shall be subject to and conditioned upon your irrevocable undertaking to transfer to the Purchaser all Shares acquired upon the exercise of all your Vested Options (the “Vested Shares”) during the offering period of the Offer or any subsequent offering period as defined under applicable laws and regulations (as such periods may be extended in accordance with applicable laws and regulations).**

Details of the Offer and on how your Vested Shares may be tendered to the Offer can be found here:
<https://www.sec.gov/Archives/edgar/data/1668105/000119312521188300/d174329dex99a1a.htm>.

If all, and no less than all, your Vested Shares **are not** tendered to the Offer in accordance with the Offer, the exercise of your Vested Options through the cashless exercise arrangement described above will not become effective.

If you **exercise** all, and no less than all, your Vested Options **and** tender all, and no less than all, your Vested Shares to the Offer, you will receive, shortly following the completion of the Offer, for each Vested Share resulting from the exercise of all your Vested Options, an amount in cash, without interest, equal to the excess, if any, of the Offer Price over the applicable per share Exercise Price for each such Vested Option, less any applicable tax withholding amount.

The exercise of your Vested Options in the context of the cashless exercise arrangement described above is subject to the satisfaction of the conditions set forth in this letter and those described in the Exercise Documents (as described below), including the satisfaction of the Minimum Condition (as defined by article 8.1 of the MoU).

- (ii) **Unvested Options:** cancel your Unvested Options and replace each such cancelled Unvested Option with a right to receive an amount in cash, without interest, equal, for each share underlying such cancelled Unvested Option before its cancellation, to the excess, if any, of the Offer Price over the applicable per share Exercise Price for each such Unvested Option, less any applicable tax withholding amount (the “**Cash Replacement Option Amounts**”).

All Cash Replacement Option Amounts will be subject to the same terms and conditions (in particular, with respect to vesting or acceleration) as the Unvested Options for which they were exchanged, except for terms rendered inoperative by reason of the transactions contemplated by the MoU or for such other legal, regulatory, administrative or ministerial changes as Parent and the Company determine are appropriate for the administration of the Cash Replacement Option Amounts to comply with the said changes.

If you wish to exercise your Vested Options through the cashless exercise arrangement described above, you must complete the form attached as **Exhibit B** electronically **no later than July 23, 2021, 23:59 CET** or such later deadline as may be extended by the Purchaser (the “**Exercise Deadline**”) (the documents for completing the exercise of the Vested Options through the cashless exercise, the “**Exercise Documents**”). If the Purchaser elects to extend the Exercise Deadline beyond the date identified above, the Company will notify you as soon as possible. Any extension will not impact previously completed Exercise Documents, unless otherwise indicated by the Purchaser.

Please note that if you wish to exercise your Vested Options through the cashless exercise arrangement described above, you must (1) exercise **all, and no less than all**, of your Vested Options; and (2) agree to the cancellation of your Unvested Options in exchange for the Cash Replacement Option Amounts – you may not exercise your Vested Options and not agree to cancel your Unvested Options as contemplated in this letter.

If you fail to timely complete the Exercise Documents by the Exercise Deadline, you may not have any other opportunity to monetize your Vested Options or the underlying Shares.

All or part of your Options may become null and void if not exercised in the context of the Offer, as may be provided under the terms and conditions of your Options plan(s) and/or the Company may decide to cancel such Options plan(s).

The tax implications of exercising your Vested Options and of the cancellation and conversion of your Unvested Options are complex and you are encouraged to consult with your own legal and tax advisors, accountant, and/or financial advisor before completing the form attached as **Exhibit B**. However, in the event you are a U.S. employee holding an Option that is an “incentive stock option” within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (“ISO”), your Options will convert into nonstatutory stock options (“NSOs”) as a result of this offer being held open for thirty (30) calendar days or more. As a result, upon exercise of your Options, you will be required to satisfy the Exercise Price and applicable tax withholding for each Vested Share that you intend to acquire upon the Vested Option exercise.

Yours sincerely,

Aaron Ross
General Counsel

Important Additional Information and Where to Find It

In connection with the proposed acquisition of Talend S.A. (“Talend”), Tahoe BidCo B.V. (“Purchaser”) commenced a tender offer for all of the outstanding ordinary shares and American Depositary Shares (“ADSs”), each representing one ordinary share, of Talend on June 11, 2021. This communication is for informational purposes only and is neither an offer to purchase nor a solicitation of an offer to sell shares of Talend. It is also not a substitute for the tender offer materials that Purchaser filed with the Securities and Exchange Commission (the “SEC”) or the solicitation/recommendation statement that Talend filed on Schedule 14D-9 with the SEC upon commencement of the tender offer. Purchaser filed tender offer materials on Schedule TO with the SEC, and Talend filed a Solicitation/Recommendation Statement on Schedule 14D-9 with the SEC. THE TENDER OFFER MATERIALS (INCLUDING AN OFFER TO PURCHASE, A RELATED LETTER OF TRANSMITTAL AND CERTAIN OTHER TENDER OFFER DOCUMENTS) AND THE SOLICITATION/RECOMMENDATION STATEMENT CONTAIN IMPORTANT INFORMATION THAT SHOULD BE READ CAREFULLY AND CONSIDERED BY TALEND’S STOCKHOLDERS AND ADS HOLDERS BEFORE ANY DECISION IS MADE WITH RESPECT TO THE TENDER OFFER. Both the tender offer materials and the solicitation/recommendation statement are available to Talend’s stockholders and ADS holders free of charge. A free copy of the tender offer materials and the solicitation/recommendation statement will also be made available to all of Talend’s stockholders and ADS holders by contacting Talend at ir@talend.com, or by visiting Talend’s website (www.talend.com). In addition, the tender offer materials and the solicitation/recommendation statement (and all other documents filed by Talend with the SEC) are available at no charge on the SEC’s website (www.sec.gov). TALEND’S STOCKHOLDERS AND ADS HOLDERS ARE ADVISED TO READ THE TENDER OFFER MATERIALS AND THE SOLICITATION/RECOMMENDATION STATEMENT, AS EACH MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, AND ANY OTHER RELEVANT DOCUMENTS FILED BY PURCHASER OR TALEND WITH THE SEC BEFORE THEY MAKE ANY DECISION WITH RESPECT TO THE TENDER OFFER. THESE MATERIALS WILL CONTAIN IMPORTANT INFORMATION ABOUT THE TENDER OFFER, PURCHASER AND TALEND.

Forward-Looking Statements

This document contains certain statements that constitute forward-looking statements. These forward-looking statements include, but are not limited to, statements regarding the satisfaction of conditions to the completion of the proposed transaction and the expected completion of the proposed transaction, as well as other statements that are not historical fact. These forward-looking statements are based on currently available information, as well as Talend’s views and assumptions regarding future events as of the time such statements are being made. Such forward looking statements are subject to inherent risks and uncertainties. Accordingly, actual results may differ materially and adversely from those expressed or implied in such forward-looking statements. Such risks and uncertainties include, but are not limited to, the potential failure to satisfy conditions to the completion of the proposed transaction due to the failure to receive a sufficient number of tendered shares in the tender offer, as well as those described in cautionary statements contained elsewhere herein and in Talend’s periodic reports filed with the SEC including the statements set forth under “Risk Factors” set forth in Talend’s most recent annual report on Form 10-K, and any subsequent reports on Form 10-Q or form 8-K filed with the SEC, the Tender Offer Statement on Schedule TO (including the offer to purchase, the letter of transmittal and other documents relating to the tender offer) filed by Purchaser, and the Solicitation/Recommendation Statement on Schedule 14D-9 filed by Talend. As a result of these and other risks, the proposed transaction may not be completed on the timeframe expected or at all. These forward-looking statements reflect Talend’s expectations as of the date of this report. The forward-looking statements included in this communication are made only as of the date hereof. Talend assumes no obligation and does not intend to update these forward-looking statements, except as required by law.

EXHIBIT A

DETAILS OF THE OPTIONS AS AT JULY 31, 2021*

Name: [Last_Name]

First name: [First_Name]

Email address: [Email]

Grant date	Options Plan date	Number of outstanding Unvested Options	Number of outstanding Vested Options	Number of underlying shares (vested)	Applicable per share Exercise Price (in Euros)	Applicable total Exercise Price (in Euros)
[Grant_Date_1]	[Plan_1]	[Outstanding_Unvested_1]	[Outstanding_Vested_1]	[Outstanding_Vested_1]	[Grant_Price_1]	[Total_Exercise_Price_1]
[Grant_Date_2]	[Plan_2]	[Outstanding_Unvested_2]	[Outstanding_Vested_2]	[Outstanding_Vested_2]	[Grant_Price_2]	[Total_Exercise_Price_2]
TOTAL		[Aggregate_Outstanding_Unvested]	[Aggregate_Outstanding_Vested]	[Aggregate_Outstanding_Vested]	-	[Aggregate_Exercise_Price]

* based on data available as of June 5, 2021

EXHIBIT B

UNDERTAKING TO TRANSFER THE VESTED SHARES AND WAIVE UNVESTED OPTIONS

I, the undersigned

First name: [First_Name]

Last name: [Last_Name]

Birth date: [Birth_Date]

having acknowledged the terms of the Offer,

acknowledging that capitalized terms not otherwise defined herein will have the meaning ascribed to them in the notice to which this is attached,

holder of Options,

subject to the consummation of the Offer at the Offer Acceptance Time (as defined by article 3.2.2 of the MoU),

hereby **exercise** all, and no less than all, my Vested Options and consequently subscribe to the underlying Vested Shares,

hereby irrevocably **agree** that the Exercise Price and applicable tax withholdings for each Vested Share shall be paid, directly by the Purchaser, on my behalf, on the Company's account, by way of a delegation of payment (*délégation de paiement*) in accordance with provisions of article 1336 *et seq.* of the French Civil Code,

hereby **confirm** my firm and irrevocable commitment to transfer to the Purchaser, as the case may be during the offering period of the Offer or any subsequent offering period as defined under applicable laws and regulations (as such periods may be extended in accordance with applicable laws and regulations), all of the Vested Shares acquired upon exercise of my Vested Options,

acknowledge that as a consequence, I will receive, for each Vested Share resulting from the exercise of my Vested Options, an amount in cash equal to the excess, if any, of the Offer Price over the applicable per share Exercise Price for such Vested Options, less any applicable tax withholding amount, on the bank account which details have previously been provided to the Company for payroll purposes, except otherwise instructed,

waive any rights to the Unvested Options in exchange for the right to receive the Cash Replacement Option Amounts, it being understood that all Cash Replacement Option Amounts will have the same terms and conditions (including, with respect to vesting and acceleration) as the Unvested Options for which they will be exchanged, except for terms rendered inoperative by reason of the transactions contemplated by the MoU or for such other administrative or ministerial changes as Parent and the Company determine are appropriate for the administration of the Cash Replacement Option Amounts to comply with the said changes,

as a consequence, hereby **authorize** the Company to cancel my Unvested Options in exchange for the Cash Replacement Option Amounts;

consequently, and in accordance with Articles 1984 *et seq.* of the French Civil Code, I hereby **grant** full powers to:

- Aaron Ross, General Counsel at Talend;
- Brent Speed, Senior Corporate Counsel, SEC and Corporate Governance at Talend,

each acting separately with full power of sub-delegation to be true and lawful attorneys-in-fact (each, an “**Attorney**”), to, in my name and on my behalf:

- a) negotiate, modify, finalize, initial, sign and/or certify as true:
 - (i) any exercise form (*bulletin d'exercice*) relating to the exercise of my Vested Options and the subscription of the Vested Shares;
 - (ii) any documentation relating to the sale and tendering of all the Vested Shares resulting from the exercise of the Vested Options to the Purchaser, in particular, any transfer form (*ordre de mouvement*), transfer contract, any *cerfa* form or any other deed, agreement, appendix or form that would be required for the completion of any such sale;
 - (iii) any individual waiver regarding the cancellation of the Unvested Options;
 - (iv) any individual undertaking relating to any confidentiality and/or non-disclosure obligation;
- b) represent me at any meeting of any corporate body of the Company (a “**Meeting**”) which will be necessary for the completion of the transactions contemplated under the MoU (the “**Transaction**”) and consequently attend any Meeting, sign attendance notes and any other documents, take part in all discussions, cast all votes which I am entitled to cast and generally carry out the necessary procedures in relation to the completion of the Transaction;

and, more generally, in the context of the Transaction or in order to successfully complete the aforementioned actions and facilitate the completion of the Transaction, execute and sign any contract, deed, amendment, exhibit or document (including any letter, any share transfer certificate, any *cerfa* form, any deed of adherence, all powers to carry out, any report, minutes or written shareholders' decision), carry out any formality, enter into any commitments, make all declarations, pay any sum and receive receipt in connection thereof, receive all sums and give receipt in connection thereof, give all instructions, certify true any documents and exhibits, elect domicile, and generally do all that is required by circumstances and do all that the Attorney will see fit to do in the context of the Investment or in order to successfully complete the aforementioned actions.
- c)

I **acknowledge** that:

- a) I have been duly informed that the information that I have received is strictly confidential and that I cannot, without incurring any liability, disclose such information without the Company's express consent;
- b) Neither the Company nor its board of directors makes any recommendation as to whether I should elect to have my Options treated as described herein. I am making my own decision regarding whether or not to have my Options treated as described herein.
- c) I have had an opportunity to talk with my own legal counsel, accounting and/or financial advisor prior to completing this form and that I am relying on such person(s) and not the Company or its officers or employees for financial and tax advice as it relates to me.
- d) I have been sufficiently informed of the current position of the applicable tax and social security authorities with respect to the qualification and treatment, for tax and social security purposes, of the potential gains that I would realize in connection with the Transaction;
- e) If I am a U.S. employee, my signing this form will not be construed as a right to my continued employment or service with the Company or any of its subsidiaries or affiliates for any period and my employment or service with the Company or any of its subsidiaries or affiliates can be terminated at any time by me or the Company or any of its subsidiaries or affiliates, with or without cause or notice, subject to applicable laws;

- f) All authority in this form will survive my death or incapacity, and all of my obligations in this form will be binding upon my heirs, personal representatives, successors and assigns; and
- g) I am fully aware that, by means of this power of attorney, I will be personally committed by the sole signature of each Attorney;
-

I hereby expressly authorize each Attorney to act or execute any contract, deed, appendix, exhibits or document in my name and on my behalf notwithstanding the provisions of Article 1161 of the French Civil Code.

Without prejudice to the power of attorney granted herein, I undertake to ratify any necessary deed, without exception, which each Attorney may perform for the completion of the mandate conferred upon him; each Attorney or any other person that would be substituted shall not be held liable of the non-exhaustive character or inaccuracy of the documents which will be signed in my name and on my behalf and shall not, as a consequence, incur any liability in this respect.

In addition, I hereby **declare** and **warrant** that:

- a) all of the Vested Options that I am electing to exercise, as well as all the Unvested Options the cancellation of which and conversion of which into the Cash Replacement Option Amounts I hereby agree to, are currently outstanding and have not been exercised or transferred; and
- b) the Options are free and clear of all liens, restrictions, charges, encumbrances and claims.

This undertaking and this power of attorney are irrevocable and shall continue until December 31, 2021.

This document and any non-contractual obligation arising out of or in connection with this document shall be governed by, and construed in accordance with, French law.

All disputes arising out of or in connection with this document (including without limitation with respect to the existence, validity, performance, termination and interpretation of this document and any non-contractual obligation arising out of or in connection with this document) shall be submitted to the exclusive jurisdiction of the Nanterre Commercial Court (*Tribunal de Commerce de Nanterre*).

I agree to sign electronically this form in accordance with the provisions of articles 1366 et seq. of the French Civil code, through the service provider DocuSign who will ensure the security and integrity of the digital copies of this form in accordance with the Electronic Signature Laws and Regulations. I hereby acknowledge and agree that the signing of this form via the abovementioned electronic process is made in full knowledge of the technology implemented, its relating terms of use and the Electronic Signature Laws and Regulations, and, accordingly, hereby irrevocably and unconditionally waive any right I may have to initiate any claim and/or legal action, directly or indirectly arising out of or relating to the reliability of said electronic signature process and/or the evidence of my intention to enter into this form in this respect.

For the purposes of this form:

- “**EIDAS Regulation**” means the Regulation (EU) N°910/2014 of the European Parliament and of the Council dated 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market;
- “**Electronic Signature Laws and Regulations**” means articles 1366 and 1367 of the French Civil code, the decree n°2017-1416 dated 28 September 2017 on the electronic signature and the EIDAS Regulation.

By: _____
Name: [First_Name] [Last_Name]
Date: _____



[First_Name] [Last_Name]

[Email]

In Suresnes,

On June 15, 2021

Re: Exercise of Options and tender of the underlying Vested Shares

Dear Sir/Madam,

Reference is made to the cash tender offer to be initiated by Tahoe Bidco B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of the Netherlands (the “**Purchaser**”) on all the shares of Talend S.A., a *société anonyme* organized under the laws of France, whose registered office is located at 5-7, rue Salomon de Rothschild, 92150 Suresnes, registered in the Nanterre Trade and Companies Register under number 484 175 252 (the “**Company**”) (including ordinary shares represented by American depositary shares (“**ADS**”)) for a price (the “**Offer Price**”) of \$66.00 per ordinary share of the Company and \$66.00 per ADS (the “**Offer**”) pursuant to a Memorandum of Understanding (“**MoU**”) dated March 10, 2021 between the Company and Tahoe Bidco (Cayman), LLC, an exempted company incorporated under the laws of the Cayman Islands (the “**Parent**”).

The Purchaser and the Parent are controlled by affiliates of Thoma Bravo, L.P. (“**Thoma Bravo**”), an investment firm specialized in the software and technology-enabled services sectors.

As at the date hereof, you hold outstanding options (*options de souscription ou d’achat d’actions*) (“**Options**”) to purchase ordinary shares of the Company (“**Shares**”) that are fully vested and exercisable.

The details and allocation of such Options as at July 31, 2021 and the per share exercise price for your Options (the “**Exercise Price**”) are attached to this notice as **Exhibit A**.

In the context of the Offer, the Purchaser is offering you the opportunity to exercise all, and no less than all, your Options through a cashless exercise arrangement to fund the payment of the Exercise Price and any applicable tax withholding obligations;

it being provided that such opportunity shall be subject to and conditioned upon your irrevocable undertaking to transfer to the Purchaser all Shares acquired upon the exercise of all your Options (the “Vested Shares”) during the offering period of the Offer or any subsequent offering period as defined under applicable laws and regulations (as such periods may be extended in accordance with applicable laws and regulations).

Details of the Offer and on how your Vested Shares may be tendered to the Offer can be found here: <https://www.sec.gov/Archives/edgar/data/1668105/000119312521188300/d174329dex99a1a.htm>.

If all, and no less than all, your Vested Shares **are not** tendered to the Offer in accordance with the Offer, the exercise of your Options through the cashless exercise arrangement described above will not become effective.

If you **exercise** all, and no less than all, your Options **and** tender all, and no less than all, your Vested Shares to the Offer, you will receive, shortly following the completion of the Offer, for each Vested Share resulting from the exercise of all your Options, an amount in cash,

without interest, equal to the excess, if any, of the Offer Price over the applicable per share Exercise Price for each such Options, less any applicable tax withholding amount.

The exercise of your Options in the context of the cashless exercise arrangement described above is subject to the satisfaction of the conditions set forth in this letter and those described in the Exercise Documents (as described below), including the satisfaction of the Minimum Condition (as defined by article 8.1 of the MoU).

If you wish to exercise your Options through the cashless exercise arrangement described above, you must complete the form attached as **Exhibit B** electronically no later than July 23, 2021, 23:59 CET or such later deadline as may be extended by the Purchaser (the “**Exercise Deadline**”) (the documents for completing the exercise of the Options through the cashless exercise, the “**Exercise Documents**.” If the Purchaser elects to extend the Exercise Deadline beyond the date identified above, the Company will notify you as soon as possible. Any extension will not impact previously completed Exercise Documents, unless otherwise indicated by the Purchaser.

Please note that if you wish to exercise your Options through the cashless exercise arrangement described above, you must exercise **all, and no less than all**, of your Options.

If you fail to timely complete the Exercise Documents by the Exercise Deadline, you may not have any other opportunity to monetize your Options or the underlying Shares.

All or part of your Options may become null and void if not exercised in the context of the Offer, as may be provided under the terms and conditions of your Options plan(s) and/or the Company may decide to cancel such Options plan(s).

The tax implications of exercising your Options are complex and you are encouraged to consult with your own legal and tax advisors, accountant, and/or financial advisor before completing the form attached as **Exhibit B**. However, in the event you are a U.S. employee holding an Option that is an “incentive stock option” within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (“ISO”), your Options will convert into nonstatutory stock options (“NSOs”) as a result of this offer being held open for thirty (30) calendar days or more. As a result, upon exercise of your Options, you will be required to satisfy the Exercise Price and applicable tax withholding for each Vested Share that you intend to acquire upon the Option exercise.

Yours sincerely,

Aaron Ross
General Counsel

Important Additional Information and Where to Find It

In connection with the proposed acquisition of Talend S.A. (“Talend”), Tahoe BidCo B.V. (“Purchaser”) commenced a tender offer for all of the outstanding ordinary shares and American Depositary Shares (“ADSs”), each representing one ordinary share, of Talend on June 11, 2021. This communication is for informational purposes only and is neither an offer to purchase nor a solicitation of an offer to sell shares of Talend. It is also not a substitute for the tender offer materials that Purchaser filed with the Securities and Exchange Commission (the “SEC”) or the solicitation/recommendation statement that Talend filed on Schedule 14D-9 with the SEC upon commencement of the tender offer. Purchaser filed tender offer materials on Schedule TO with the SEC, and Talend filed a Solicitation/Recommendation Statement on Schedule 14D-9 with the SEC. THE TENDER OFFER MATERIALS (INCLUDING AN OFFER TO PURCHASE, A RELATED LETTER OF TRANSMITTAL AND CERTAIN OTHER TENDER OFFER DOCUMENTS) AND THE SOLICITATION/RECOMMENDATION STATEMENT CONTAIN IMPORTANT INFORMATION THAT SHOULD BE READ CAREFULLY AND CONSIDERED BY TALEND’S STOCKHOLDERS AND ADS HOLDERS BEFORE ANY DECISION IS MADE WITH RESPECT TO THE TENDER OFFER. Both the tender offer materials and the solicitation/recommendation statement are available to Talend’s stockholders and ADS holders free of charge. A free copy of the tender offer materials and the solicitation/recommendation statement will also be made available to all of Talend’s stockholders and ADS holders by contacting Talend at ir@talend.com, or by visiting Talend’s website (www.talend.com). In addition, the tender offer materials and the solicitation/recommendation statement (and all other documents filed by Talend with the SEC) are available at no charge on the SEC’s website (www.sec.gov). TALEND’S STOCKHOLDERS AND ADS HOLDERS ARE ADVISED TO READ THE TENDER OFFER MATERIALS AND THE SOLICITATION/RECOMMENDATION STATEMENT, AS EACH MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, AND ANY OTHER RELEVANT DOCUMENTS FILED BY PURCHASER OR TALEND WITH THE SEC BEFORE THEY MAKE ANY DECISION WITH RESPECT TO THE TENDER OFFER. THESE MATERIALS WILL CONTAIN IMPORTANT INFORMATION ABOUT THE TENDER OFFER, PURCHASER AND TALEND.

Forward-Looking Statements

This document contains certain statements that constitute forward-looking statements. These forward-looking statements include, but are not limited to, statements regarding the satisfaction of conditions to the completion of the proposed transaction and the expected completion of the proposed transaction, as well as other statements that are not historical fact. These forward-looking statements are based on currently available information, as well as Talend's views and assumptions regarding future events as of the time such statements are being made. Such forward looking statements are subject to inherent risks and uncertainties. Accordingly, actual results may differ materially and adversely from those expressed or implied in such forward-looking statements. Such risks and uncertainties include, but are not limited to, the potential failure to satisfy conditions to the completion of the proposed transaction due to the failure to receive a sufficient number of tendered shares in the tender offer, as well as those described in cautionary statements contained elsewhere herein and in Talend's periodic reports filed with the SEC including the statements set forth under "Risk Factors" set forth in Talend's most recent annual report on Form 10-K, and any subsequent reports on Form 10-Q or form 8-K filed with the SEC, the Tender Offer Statement on Schedule TO (including the offer to purchase, the letter of transmittal and other documents relating to the tender offer) filed by Purchaser, and the Solicitation/Recommendation Statement on Schedule 14D-9 filed by Talend. As a result of these and other risks, the proposed transaction may not be completed on the timeframe expected or at all. These forward-looking statements reflect Talend's expectations as of the date of this report. The forward-looking statements included in this communication are made only as of the date hereof. Talend assumes no obligation and does not intend to update these forward-looking statements, except as required by law.

EXHIBIT A

DETAILS OF THE OPTIONS AS AT JULY 31, 2021*

Name: [Last_Name]

First name: [First_Name]

Email address: [Email]

Grant date	Options Plan date	Number of outstanding Options (fully vested)	Number of underlying shares	Applicable per share Exercise Price (in Euros)	Applicable total Exercise Price (in Euros)
[Grant_Date_1]	[Plan_1]	[Outstanding_Vested_1]	[Outstanding_Vested_1]	[Grant_Price_1]	[Total_Exercise_Price_1]
[Grant_Date_2]	[Plan_2]	[Outstanding_Vested_2]	[Outstanding_Vested_2]	[Grant_Price_2]	[Total_Exercise_Price_2]
[Grant_Date_3]	[Plan_3]	[Outstanding_Vested_3]	[Outstanding_Vested_3]	[Grant_Price_3]	[Total_Exercise_Price_3]
[Grant_Date_4]	[Plan_4]	[Outstanding_Vested_4]	[Outstanding_Vested_4]	[Grant_Price_4]	[Total_Exercise_Price_4]
[Grant_Date_5]	[Plan_5]	[Outstanding_Vested_5]	[Outstanding_Vested_5]	[Grant_Price_5]	[Total_Exercise_Price_5]
[Grant_Date_6]	[Plan_6]	[Outstanding_Vested_6]	[Outstanding_Vested_6]	[Grant_Price_6]	[Total_Exercise_Price_6]
[Grant_Date_7]	[Plan_7]	[Outstanding_Vested_7]	[Outstanding_Vested_7]	[Grant_Price_7]	[Total_Exercise_Price_7]
TOTAL		[Aggregate_Outstanding]	[Aggregate_Outstanding]	-	[Aggregate_Exercise_Price]

* based on data available as of June 5, 2021

EXHIBIT B

UNDERTAKING TO TRANSFER THE VESTED SHARES

I, the undersigned

First name: [First_Name]

Last name: [Last_Name]

Birth date: [Birth_Date]

having acknowledged the terms of the Offer,

acknowledging that capitalized terms not otherwise defined herein will have the meaning ascribed to them in the notice to which this is attached,

holder of Options,

subject to the consummation of the Offer at the Offer Acceptance Time (as defined by article 3.2.2 of the MoU),

hereby **exercise** all, and no less than all, my Options and consequently subscribe to the underlying Vested Shares,

hereby irrevocably **agree** that the Exercise Price and applicable tax withholdings for each Vested Share shall be paid, directly by the Purchaser, on my behalf, on the Company's account, by way of a delegation of payment (*délégation de paiement*) in accordance with provisions of article 1336 *et seq.* of the French Civil Code,

hereby **confirm** my firm and irrevocable commitment to transfer to the Purchaser, as the case may be during the offering period of the Offer or any subsequent offering period as defined under applicable laws and regulations (as such periods may be extended in accordance with applicable laws and regulations), all of the Vested Shares acquired upon exercise of my Options,

acknowledge that as a consequence, I will receive, for each Vested Share resulting from the exercise of my Options, an amount in cash equal to the excess, if any, of the Offer Price over the applicable per share Exercise Price for such Options, less any applicable tax withholding amount, on the bank account which details have previously been provided to the Company for payroll purposes, except otherwise instructed,

consequently, and in accordance with Articles 1984 *et seq.* of the French Civil Code, I hereby **grant** full powers to:

- Aaron Ross, General Counsel at Talend;
- Brent Speed, Senior Corporate Counsel, SEC and Corporate Governance at Talend,

each acting separately with full power of sub-delegation to be true and lawful attorneys-in-fact (each, an "**Attorney**"), to, in my name and on my behalf:

- a) negotiate, modify, finalize, initial, sign and/or certify as true:
 - (i) any exercise form (*bulletin d'exercice*) relating to the exercise of my Options and the subscription of the Vested Shares;
 - (ii) any documentation relating to the sale and tendering of all the Vested Shares resulting from the exercise of the Options to the Purchaser, in particular, any transfer form (*ordre de mouvement*), transfer contract, any *cerfa* form or any other deed, agreement, appendix or form that would be required for the completion of any such sale;
-
- (iii) any individual undertaking relating to any confidentiality and/or non-disclosure obligation;
- b) represent me at any meeting of any corporate body of the Company (a "**Meeting**") which will be necessary for the completion of the transactions contemplated under the MoU (the "**Transaction**") and consequently attend any Meeting, sign attendance notes and any other documents, take part in all discussions, cast all votes which I am entitled to cast and generally carry out the necessary procedures in relation to the completion of the Transaction;
- and, more generally, in the context of the Transaction or in order to successfully complete the aforementioned actions and facilitate the completion of the Transaction, execute and sign any contract, deed, amendment, exhibit or document (including any letter, any share transfer certificate, any *cerfa* form, any deed of adherence, all powers to carry out, any report, minutes or written shareholders' decision), carry out any formality, enter into any commitments, make all declarations, pay any sum and receive receipt in connection thereof, receive all sums and give receipt in connection thereof, give all instructions, certify true any documents and exhibits, elect domicile, and generally do all that is required by circumstances and do all that the Attorney will see fit to do in the context of the Investment or in order to successfully complete the aforementioned actions.
- c)

I **acknowledge** that:

- a) I have been duly informed that the information that I have received is strictly confidential and that I cannot, without incurring any liability, disclose such information without the Company's express consent;
- b) Neither the Company nor its board of directors makes any recommendation as to whether I should elect to have my Options treated as described herein. I am making my own decision regarding whether or not to have my Options treated as described herein.
- c) I have had an opportunity to talk with my own legal counsel, accounting and/or financial advisor prior to completing this form and that I am relying on such person(s) and not the Company or its officers or employees for financial and tax advice as it relates to me.
- d) I have been sufficiently informed of the current position of the applicable tax and social security authorities with respect to the qualification and treatment, for tax and social security purposes, of the potential gains that I would realize in connection with the Transaction;
- e) If I am a U.S. employee, my signing this form will not be construed as a right to my continued employment or service with the Company or any of its subsidiaries or affiliates for any period and my employment or service with the Company or any of its subsidiaries or affiliates can be terminated at any time by me or the Company or any of its subsidiaries or affiliates, with or without cause or notice, subject to applicable laws;
- f) All authority in this form will survive my death or incapacity, and all of my obligations in this form will be binding upon my heirs, personal representatives, successors and assigns; and
- g) I am fully aware that, by means of this power of attorney, I will be personally committed by the sole signature of each Attorney;

I hereby expressly authorize each Attorney to act or execute any contract, deed, appendix, exhibits or document in my name and on my behalf notwithstanding the provisions of Article 1161 of the French Civil Code.

Without prejudice to the power of attorney granted herein, I undertake to ratify any necessary deed, without exception, which each Attorney may perform for the completion of the mandate conferred upon him; each Attorney or any other person that would be substituted shall not be held liable of the non-exhaustive character or inaccuracy of the documents which will be signed in my name and on my behalf and shall not, as a consequence, incur any liability in this respect.

In addition, I hereby **declare** and **warrant** that:

- a) all of the Options that I am electing to exercise are currently outstanding and have not been exercised or transferred; and
- b) the Options are free and clear of all liens, restrictions, charges, encumbrances and claims.

This undertaking and this power of attorney are irrevocable and shall continue until December 31, 2021.

This document and any non-contractual obligation arising out of or in connection with this document shall be governed by, and construed in accordance with, French law.

All disputes arising out of or in connection with this document (including without limitation with respect to the existence, validity, performance, termination and interpretation of this document and any non-contractual obligation arising out of or in connection with this document) shall be submitted to the exclusive jurisdiction of the Nanterre Commercial Court (*Tribunal de Commerce de Nanterre*).

I agree to sign electronically this form in accordance with the provisions of articles 1366 *et seq.* of the French Civil code, through the service provider DocuSign who will ensure the security and integrity of the digital copies of this form in accordance with the Electronic Signature Laws and Regulations. I hereby acknowledge and agree that the signing of this form via the abovementioned electronic process is made in full knowledge of the technology implemented, its relating terms of use and the Electronic Signature Laws and Regulations, and, accordingly, hereby irrevocably and unconditionally waive any right I may have to initiate any claim and/or legal action, directly or indirectly arising out of or relating to the reliability of said electronic signature process and/or the evidence of my intention to enter into this form in this respect.

For the purposes of this form:

- **“EIDAS Regulation”** means the Regulation (EU) N°910/2014 of the European Parliament and of the Council dated 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market;
- **“Electronic Signature Laws and Regulations”** means articles 1366 and 1367 of the French Civil code, the decree n°2017-1416 dated 28 September 2017 on the electronic signature and the EIDAS Regulation.

By: _____

Name: [First_Name] [Last_Name]

Date:



[First_Name] [Last_Name]

[Email]

In Suresnes,

On June 15, 2021

Re: Exercise of BSPCE and tender of the underlying Vested Shares

Dear Sir/Madam,

Reference is made to the cash tender offer to be initiated by Tahoe Bidco B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of the Netherlands (the "**Purchaser**") on all the shares of Talend S.A., a *société anonyme* organized under the laws of France, whose registered office is located at 5-7, rue Salomon de Rothschild, 92150 Suresnes, registered in the Nanterre Trade and Companies Register under number 484 175 252 (the "**Company**") (including ordinary shares represented by American depositary shares ("**ADS**")) for a price (the "**Offer Price**") of \$66.00 per ordinary share of the Company and \$66.00 per ADS (the "**Offer**") pursuant to a Memorandum of Understanding ("**MoU**") dated March 10, 2021 between the Company and Tahoe Bidco (Cayman), LLC, an exempted company incorporated under the laws of the Cayman Islands (the "**Parent**").

The Purchaser and the Parent are controlled by affiliates of Thoma Bravo, L.P. ("**Thoma Bravo**"), an investment firm specialized in the software and technology-enabled services sectors.

As at the date hereof, you hold outstanding founders' warrants (*bons de souscription de parts de créateur d'entreprise*) ("**BSPCE**") to purchase ordinary shares of the Company ("**Shares**"):

- a portion of your BSPCE is vested and exercisable (the "**Vested BSPCE**"); and
- a portion of your BSPCE is unvested and unexercisable (the "**Unvested BSPCE**").

The details and allocation of such BSPCE as at July 31, 2021 and the per share exercise price for your BSPCE (the "**Exercise Price**") are attached to this notice as **Exhibit A**.

In the context of the Offer:

- (i) the Board of Directors of the Company has decided to accelerate the vesting of all your Unvested BSPCE;
- (ii) the Purchaser is offering you the opportunity to exercise all, and no less than all, your BSPCE through a cashless exercise arrangement to fund the payment of the Exercise Price and any applicable tax withholding obligations,

it being provided that such opportunity shall be subject to and conditioned upon your irrevocable undertaking to transfer to the Purchaser all Shares acquired upon the exercise of all your BSPCE (the "Vested Shares") during the offering period of the Offer or any subsequent offering period as defined under applicable laws and regulations (as such periods may be extended in accordance with applicable laws and regulations).

Details of the Offer and on how your Vested Shares may be tendered to the Offer can be found here: <https://www.sec.gov/Archives/edgar/data/1668105/000119312521188300/d174329dex99a1a.htm>.

If all, and no less than all, your Vested Shares **are not** tendered to the Offer in accordance with the Offer, the exercise of your BSPCE through the cashless exercise arrangement described above will not become effective.

If you **exercise** all, and no less than all, your BSPCE **and** tender all, and no less than all, your Vested Shares to the Offer, you will receive, shortly following the completion of the Offer, for each Vested Share resulting from the exercise of all your BSPCE, an amount in cash, without interest, equal to the excess, if any, of the Offer Price over the applicable per share Exercise Price for each such BSPCE, less any applicable tax withholding amount.

The exercise of your BSPCE in the context of the cashless exercise arrangement described above is subject to the satisfaction of the conditions set forth in this letter and those described in the Exercise Documents (as described below), including the satisfaction of the Minimum Condition (as defined by article 8.1 of the MoU).

If you wish to exercise your BSPCE through the cashless exercise arrangement described above, you must complete the form attached as **Exhibit B** electronically no later than July 23, 2021, 23:59 CET or such later deadline as may be extended by the Purchaser (the “**Exercise Deadline**”) (the documents for completing the exercise of the Vested Options through the cashless exercise, the “**Exercise Documents**”). If the Purchaser elects to extend the Exercise Deadline beyond the date identified above, the Company will notify you as soon as possible. Any extension will not impact previously completed Exercise Documents, unless otherwise indicated by the Purchaser.

Please note that if you wish to exercise your BSPCE through the cashless exercise arrangement described above, you must exercise **all, and no less than all**, of your BSPCE.

If you fail to timely complete the Exercise Documents by the Exercise Deadline, you may not have any other opportunity to monetize your BSPCE or the underlying Shares.

All or part of your BSPCE may become null and void if not exercised in the context of the Offer, as may be provided under the terms and conditions of your BSPCE plan(s) and/or the Company may decide to repurchase or reimburse them.

The tax implications of exercising your BSPCE are complex and you are encouraged to consult with your own legal and tax advisors, accountant, and/or financial advisor before completing the form attached as **Exhibit B**.

Yours sincerely,

Aaron Ross
General Counsel

Important Additional Information and Where to Find It

In connection with the proposed acquisition of Talend S.A. (“Talend”), Tahoe BidCo B.V. (“Purchaser”) commenced a tender offer for all of the outstanding ordinary shares and American Depositary Shares (“ADSs”), each representing one ordinary share, of Talend on June 11, 2021. This communication is for informational purposes only and is neither an offer to purchase nor a solicitation of an offer to sell shares of Talend. It is also not a substitute for the tender offer materials that Purchaser filed with the Securities and Exchange Commission (the “SEC”) or the solicitation/recommendation statement that Talend filed on Schedule 14D-9 with the SEC upon commencement of the tender offer. Purchaser filed tender offer materials on Schedule TO with the SEC, and Talend filed a Solicitation/Recommendation Statement on Schedule 14D-9 with the SEC. THE TENDER OFFER MATERIALS (INCLUDING AN OFFER TO PURCHASE, A RELATED LETTER OF TRANSMITTAL AND CERTAIN OTHER TENDER OFFER DOCUMENTS) AND THE SOLICITATION/RECOMMENDATION STATEMENT CONTAIN IMPORTANT INFORMATION THAT SHOULD BE READ CAREFULLY AND CONSIDERED BY TALEND’S STOCKHOLDERS AND ADS HOLDERS BEFORE ANY DECISION IS MADE WITH RESPECT TO THE TENDER OFFER. Both the tender offer materials and the solicitation/recommendation statement are available to Talend’s stockholders and ADS holders free of charge. A free copy of the tender offer materials and the solicitation/recommendation statement will also be made available to all of Talend’s stockholders and ADS holders by contacting Talend at ir@talend.com, or by visiting Talend’s website (www.talend.com). In addition, the tender offer materials and the solicitation/recommendation statement (and all other documents filed by Talend with the SEC) are available at no charge on the SEC’s website (www.sec.gov). TALEND’S STOCKHOLDERS AND ADS HOLDERS ARE ADVISED TO READ THE TENDER OFFER MATERIALS AND THE SOLICITATION/RECOMMENDATION STATEMENT, AS EACH MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, AND ANY OTHER RELEVANT DOCUMENTS FILED BY PURCHASER OR TALEND WITH THE SEC BEFORE THEY MAKE ANY DECISION WITH RESPECT TO THE TENDER OFFER. THESE MATERIALS WILL CONTAIN IMPORTANT INFORMATION ABOUT THE TENDER OFFER, PURCHASER AND TALEND.

Forward-Looking Statements

This document contains certain statements that constitute forward-looking statements. These forward-looking statements include, but are not limited to, statements regarding the satisfaction of conditions to the completion of the proposed transaction and the expected completion of the proposed transaction, as well as other statements that are not historical fact. These forward-looking statements are based on currently available information, as well as Talend’s views and assumptions regarding future events as of the time such statements are being made. Such forward looking statements are subject to inherent risks and uncertainties. Accordingly, actual results may differ materially and adversely from those expressed or implied in such forward-looking statements. Such risks and uncertainties include, but are not limited to, the potential failure to satisfy conditions to the completion of the proposed transaction due to the failure to receive a sufficient number of tendered shares in the tender offer, as well as those described in cautionary statements contained elsewhere herein and in Talend’s periodic reports filed with the SEC including the statements set forth under “Risk Factors” set forth in Talend’s most recent annual report on Form 10-K, and any subsequent reports on Form 10-Q or form 8-K filed with the SEC, the Tender Offer Statement on Schedule TO (including the offer to purchase, the letter of transmittal and other documents relating to the tender offer) filed by Purchaser, and the Solicitation/Recommendation Statement on Schedule 14D-9 filed by Talend. As a result of these and other risks, the proposed transaction may not be completed on the timeframe expected or at all. These forward-looking statements reflect Talend’s expectations as of the date of this report. The forward-looking statements included in this communication are made only as of the date hereof. Talend assumes no obligation and does not intend to update these forward-looking statements, except as required by law.

EXHIBIT A

DETAILS OF THE BSPCE AS AT JULY 31, 2021*

Name: [Last_Name]

First name: [First_Name]

Email address: [Email]

Grant date	Number of outstanding Unvested BSPCE	Number of outstanding Vested BSPCE	Number of underlying shares (vested and unvested)	Applicable per share Exercise Price (in Euros)	Applicable total Exercise Price (in Euros)
[Grant_Date_1]	[Outstanding_Unvested_1]	[Outstanding_Vested_1]	[Outstanding_1]	[Grant_Price_1]	[Total_Exercise_Price_1]
TOTAL	[Aggregate_Outstanding_Unvested]	[Aggregate_Outstanding_Vested]	[Aggregate_Outstanding]	-	[Aggregate_Exercise_Price]

* based on data available as of June 3, 2021

EXHIBIT B

UNDERTAKING TO TRANSFER THE VESTED SHARES

I, the undersigned

First name: [First_Name]

Last name: [Last_Name]

Birth date: [Birth_Date]

having acknowledged the terms of the Offer,

acknowledging that capitalized terms not otherwise defined herein will have the meaning ascribed to them in the notice to which this is attached,

holder of BSPCE that are fully vested or which vesting has been accelerated pursuant to a Board of Directors resolution dated May 27, 2021,

subject to the consummation of the Offer at the Offer Acceptance Time (as defined by article 3.2.2 of the MoU),

hereby **exercise** all, and no less than all, my BSPCE and consequently subscribe to the underlying Vested Shares,

hereby irrevocably **agree** that the Exercise Price and applicable tax withholdings shall be paid, directly by the Purchaser, on my behalf, on the Company's account, by way of a delegation of payment (*délégation de paiement*) in accordance with provisions of article 1336 *et seq.* of the French Civil Code,

hereby **confirm** my firm and irrevocable commitment to transfer to the Purchaser, as the case may be during the offering period of the Offer or any subsequent offering period as defined under applicable laws and regulations (as such periods may be extended in accordance with applicable laws and regulations), all of the Vested Shares acquired upon exercise of my BSPCE,

acknowledge that as a consequence, I will receive, for each Vested Share resulting from the exercise of my BSPCE, an amount in cash equal to the excess, if any, of the Offer Price over the applicable per share Exercise Price for such BSPCE, less any applicable tax withholding amount, on the bank account which details have previously been provided to the Company for payroll purposes, except otherwise instructed,

consequently, and in accordance with Articles 1984 *et seq.* of the French Civil Code, I hereby **grant** full powers to:

- Aaron Ross, General Counsel at Talend;
- Brent Speed, Senior Corporate Counsel, SEC and Corporate Governance at Talend,

each acting separately with full power of sub-delegation to be true and lawful attorneys-in-fact (each, an "**Attorney**"), to, in my name and on my behalf:

- a) negotiate, modify, finalize, initial, sign and/or certify as true:
 - (i) any exercise form (*bulletin d'exercice*) relating to the exercise of my BSPCE and the subscription of the Vested Shares;
 - (ii) any documentation relating to the sale and tendering of all the Vested Shares resulting from the exercise of the BSPCE to the Purchaser, in particular, any transfer form (*ordre de mouvement*), transfer contract, any cerfa form or any other deed, agreement, appendix or form that would be required for the completion of any such sale;
- (iii) any individual undertaking relating to any confidentiality and/or non-disclosure obligation;

- b) represent me at any meeting of any corporate body of the Company (a “**Meeting**”) which will be necessary for the completion of the transactions contemplated under the MoU (the “**Transaction**”) and consequently attend any Meeting, sign attendance notes and any other documents, take part in all discussions, cast all votes which I am entitled to cast and generally carry out the necessary procedures in relation to the completion of the Transaction;
- c) and, more generally, in the context of the Transaction or in order to successfully complete the aforementioned actions and facilitate the completion of the Transaction, execute and sign any contract, deed, amendment, exhibit or document (including any letter, any share transfer certificate, any *cerfa* form, any deed of adherence, all powers to carry out, any report, minutes or written shareholders’ decision), carry out any formality, enter into any commitments, make all declarations, pay any sum and receive receipt in connection thereof, receive all sums and give receipt in connection thereof, give all instructions, certify true any documents and exhibits, elect domicile, and generally do all that is required by circumstances and do all that the Attorney will see fit to do in the context of the Investment or in order to successfully complete the aforementioned actions.

I acknowledge that:

- a) I have been duly informed that the information that I have received is strictly confidential and that I cannot, without incurring any liability, disclose such information without the Company’s express consent;
- b) Neither the Company nor its board of directors makes any recommendation as to whether I should elect to have my BSPCE treated as described herein. I am making my own decision regarding whether or not to have my BSPCE treated as described herein.
- c) I have had an opportunity to talk with my own legal counsel, accounting and/or financial advisor prior to completing this form and that I am relying on such person(s) and not the Company or its officers or employees for financial and tax advice as it relates to me;
- d) I have been sufficiently informed of the current position of the applicable tax and social security authorities with respect to the qualification and treatment, for tax and social security purposes, of the potential gains that I would realize in connection with the Transaction;
- e) If I am a U.S. employee, my signing this form will not be construed as a right to my continued employment or service with the Company or any of its subsidiaries or affiliates for any period and my employment or service with the Company or any of its subsidiaries or affiliates can be terminated at any time by me or the Company or any of its subsidiaries or affiliates, with or without cause or notice, subject to applicable laws;
- f) All authority in this form will survive my death or incapacity, and all of my obligations in this form will be binding upon my heirs, personal representatives, successors and assigns; and
- g) I am fully aware that, by means of this power of attorney, I will be personally committed by the sole signature of each Attorney.

I hereby expressly authorize each Attorney to act or execute any contract, deed, appendix, exhibits or document in my name and on my behalf notwithstanding the provisions of Article 1161 of the French Civil Code.

Without prejudice to the power of attorney granted herein, I undertake to ratify any necessary deed, without exception, which each Attorney may perform for the completion of the mandate conferred upon him; each Attorney or any other person that would be substituted shall not be held liable of the non-exhaustive character or inaccuracy of the documents which will be signed in my name and on my behalf and shall not, as a consequence, incur any liability in this respect.

In addition, I hereby **declare** and **warrant** that:

- a) all of the BSPCE that I am electing to exercise are currently outstanding and have not been exercised or transferred; and
- b) the BSPCE are free and clear of all liens, restrictions, charges, encumbrances and claims;

This undertaking and this power of attorney are irrevocable and shall continue until December 31, 2021.

This document and any non-contractual obligation arising out of or in connection with this document shall be governed by, and construed in accordance with, French law.

All disputes arising out of or in connection with this document (including without limitation with respect to the existence, validity, performance, termination and interpretation of this document and any non-contractual obligation arising out of or in connection with this document) shall be submitted to the exclusive jurisdiction of the Nanterre Commercial Court (*Tribunal de Commerce de Nanterre*).

I agree to sign electronically this form in accordance with the provisions of articles 1366 et seq. of the French Civil code, through the service provider DocuSign who will ensure the security and integrity of the digital copies of this form in accordance with the Electronic Signature Laws and Regulations. I hereby acknowledge and agree that the signing of this form via the abovementioned electronic process is made in full knowledge of the technology implemented, its relating terms of use and the Electronic Signature Laws and Regulations, and, accordingly, hereby irrevocably and unconditionally waive any right I may have to initiate any claim and/or legal action, directly or indirectly arising out of or relating to the reliability of said electronic signature process and/or the evidence of my intention to enter into this form in this respect.

For the purposes of this form:

- “**EIDAS Regulation**” means the Regulation (EU) N°910/2014 of the European Parliament and of the Council dated 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market;
- “**Electronic Signature Laws and Regulations**” means articles 1366 and 1367 of the French Civil code, the decree n°2017-1416 dated 28 September 2017 on the electronic signature and the EIDAS Regulation.

By: _____
Name: [First_Name] [Last_Name]
Date:



[First_Name] [Last_Name]

[Email]

In Suresnes,

On June 15, 2021

Re: Exercise of BSA and tender of the underlying Vested Shares

Dear Sir/Madam,

Reference is made to the cash tender offer to be initiated by Tahoe Bidco B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of the Netherlands (the "**Purchaser**") on all the shares of Talend S.A., a *société anonyme* organized under the laws of France, whose registered office is located at 5-7, rue Salomon de Rothschild, 92150 Suresnes, registered in the Nanterre Trade and Companies Register under number 484 175 252 (the "**Company**") (including ordinary shares represented by American depositary shares ("**ADS**")) for a price (the "**Offer Price**") of \$66.00 per ordinary share of the Company and \$66.00 per ADS (the "**Offer**") pursuant to a Memorandum of Understanding ("**MoU**") dated March 10, 2021 between the Company and Tahoe Bidco (Cayman), LLC, an exempted company incorporated under the laws of the Cayman Islands (the "**Parent**").

The Purchaser and the Parent are controlled by affiliates of Thoma Bravo, L.P. ("**Thoma Bravo**"), an investment firm specialized in the software and technology-enabled services sectors.

As at the date hereof, you hold outstanding warrants (*bons de souscription d'actions*) ("**BSA**") to purchase ordinary shares of the Company ("**Shares**") which are fully vested and exercisable.

The details and allocation of such BSA as at July 31, 2021 and the per share exercise price for your BSA (the "**Exercise Price**") are attached to this notice as **Exhibit A**.

In the context of the Offer, the Purchaser is offering you the opportunity to exercise all, and no less than all, your BSA through a cashless exercise arrangement to fund the payment of the Exercise Price and any applicable tax withholding obligations;

it being provided that such opportunity shall be subject to and conditioned upon your irrevocable undertaking to transfer to the Purchaser all Shares acquired upon the exercise of all your BSA (the "Vested Shares") during the offering period of the Offer or any subsequent offering period as defined under applicable laws and regulations (as such periods may be extended in accordance with applicable laws and regulations).

Details of the Offer and on how your Vested Shares may be tendered to the Offer can be found here: <https://www.sec.gov/Archives/edgar/data/1668105/000119312521188300/d174329dex99a1a.htm>.

If all, and no less than all, your Vested Shares **are not** tendered to the Offer in accordance with the Offer, the exercise of your BSA through the cashless exercise arrangement described above will not become effective.

If you **exercise** all, and no less than all, your BSA **and** tender all, and no less than all, your Vested Shares to the Offer, you will receive, shortly following the completion of the Offer, for each Vested Share resulting from the exercise of all your BSA, an amount in cash, without interest, equal to the excess, if any, of the Offer Price over the applicable per share Exercise Price for each such BSA, less any applicable tax withholding amount.

The exercise of your BSA in the context of the cashless exercise arrangement described above is subject to the satisfaction of the conditions set forth in this letter and those described in the Exercise Documents (as described below), including the satisfaction of the Minimum Condition (as defined by article 8.1 of the MoU).

If you wish to exercise your BSA through the cashless exercise arrangement described above, you must complete the form attached as **Exhibit B** electronically no later than July 23, 2021, 23:59 CET or such later deadline as may be extended by the Purchaser (the “**Exercise Deadline**”) (the documents for completing the exercise of the Vested Options through the cashless exercise, the “**Exercise Documents**”). If the Purchaser elects to extend the Exercise Deadline beyond the date identified above, the Company will notify you as soon as possible. Any extension will not impact previously completed Exercise Documents, unless otherwise indicated by the Purchaser.

Please note that if you wish to exercise your BSA through the cashless exercise arrangement described above, you must exercise **all, and no less than all** of your BSA.

If you fail to timely complete the Exercise Documents by the Exercise Deadline, you may not have any other opportunity to monetize your BSA or the underlying Shares.

All or part of your BSA may become null and void if not exercised in the context of the Offer, as may be provided under the terms and conditions of your BSA plan(s) and/or the Company may decide to repurchase or reimburse them.

The tax implications of exercising your BSA are complex and you are encouraged to consult with your own legal and tax advisors, accountant, and/or financial advisor before completing the form attached as **Exhibit B**.

Yours sincerely,

Aaron Ross
General Counsel

Important Additional Information and Where to Find It

In connection with the proposed acquisition of Talend S.A. (“Talend”), Tahoe BidCo B.V. (“Purchaser”) commenced a tender offer for all of the outstanding ordinary shares and American Depositary Shares (“ADSs”), each representing one ordinary share, of Talend on June 11, 2021. This communication is for informational purposes only and is neither an offer to purchase nor a solicitation of an offer to sell shares of Talend. It is also not a substitute for the tender offer materials that Purchaser filed with the Securities and Exchange Commission (the “SEC”) or the solicitation/recommendation statement that Talend filed on Schedule 14D-9 with the SEC upon commencement of the tender offer. Purchaser filed tender offer materials on Schedule TO with the SEC, and Talend filed a Solicitation/Recommendation Statement on Schedule 14D-9 with the SEC. THE TENDER OFFER MATERIALS (INCLUDING AN OFFER TO PURCHASE, A RELATED LETTER OF TRANSMITTAL AND CERTAIN OTHER TENDER OFFER DOCUMENTS) AND THE SOLICITATION/RECOMMENDATION STATEMENT CONTAIN IMPORTANT INFORMATION THAT SHOULD BE READ CAREFULLY AND CONSIDERED BY TALEND’S STOCKHOLDERS AND ADS HOLDERS BEFORE ANY DECISION IS MADE WITH RESPECT TO THE TENDER OFFER. Both the tender offer materials and the solicitation/recommendation statement are available to Talend’s stockholders and ADS holders free of charge. A free copy of the tender offer materials and the solicitation/recommendation statement will also be made available to all of Talend’s stockholders and ADS holders by contacting Talend at ir@talend.com, or by visiting Talend’s website (www.talend.com). In addition, the tender offer materials and the solicitation/recommendation statement (and all other documents filed by Talend with the SEC) are available at no charge on the SEC’s website (www.sec.gov). TALEND’S STOCKHOLDERS AND ADS HOLDERS ARE ADVISED TO READ THE TENDER OFFER MATERIALS AND THE SOLICITATION/RECOMMENDATION STATEMENT, AS EACH MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, AND ANY OTHER RELEVANT DOCUMENTS FILED BY PURCHASER OR TALEND WITH THE SEC BEFORE THEY MAKE ANY DECISION WITH RESPECT TO THE TENDER OFFER. THESE MATERIALS WILL CONTAIN IMPORTANT INFORMATION ABOUT THE TENDER OFFER, PURCHASER AND TALEND.

Forward-Looking Statements

This document contains certain statements that constitute forward-looking statements. These forward-looking statements include, but are not limited to, statements regarding the satisfaction of conditions to the completion of the proposed transaction and the expected completion of the proposed transaction, as well as other statements that are not historical fact. These forward-looking statements are based on currently available information, as well as Talend's views and assumptions regarding future events as of the time such statements are being made. Such forward looking statements are subject to inherent risks and uncertainties. Accordingly, actual results may differ materially and adversely from those expressed or implied in such forward-looking statements. Such risks and uncertainties include, but are not limited to, the potential failure to satisfy conditions to the completion of the proposed transaction due to the failure to receive a sufficient number of tendered shares in the tender offer, as well as those described in cautionary statements contained elsewhere herein and in Talend's periodic reports filed with the SEC including the statements set forth under "Risk Factors" set forth in Talend's most recent annual report on Form 10-K, and any subsequent reports on Form 10-Q or form 8-K filed with the SEC, the Tender Offer Statement on Schedule TO (including the offer to purchase, the letter of transmittal and other documents relating to the tender offer) filed by Purchaser, and the Solicitation/Recommendation Statement on Schedule 14D-9 filed by Talend. As a result of these and other risks, the proposed transaction may not be completed on the timeframe expected or at all. These forward-looking statements reflect Talend's expectations as of the date of this report. The forward-looking statements included in this communication are made only as of the date hereof. Talend assumes no obligation and does not intend to update these forward-looking statements, except as required by law.

EXHIBIT A

DETAILS OF THE BSA AS AT JULY 31, 2021*

Name: [Last_Name]

First name: [First_Name]

Email address: [Email]

Grant date	Number of outstanding Vested BSA	Number of underlying shares	Applicable per share Exercise Price (in Euros)	Applicable total Exercise Price (in Euros)
[Grant_Date_1]	[Outstanding_Vested_1]	[Outstanding_1]	[Grant_Price_1]	[Total_Exercise_Price_1]
[Grant_Date_2]	[Outstanding_Vested_2]	[Outstanding_2]	[Grant_Price_2]	[Total_Exercise_Price_2]
[Grant_Date_3]	[Outstanding_Vested_3]	[Outstanding_3]	[Grant_Price_3]	[Total_Exercise_Price_3]
[Grant_Date_4]	[Outstanding_Vested_4]	[Outstanding_4]	[Grant_Price_4]	[Total_Exercise_Price_4]
TOTAL	[Aggregate_Outstanding_Vested]	[Aggregate_Outstanding]	-	[Aggregate_Exercise_Price]

* based on data available as of June 3, 2021

EXHIBIT B

UNDERTAKING TO TRANSFER THE VESTED SHARES

I, the undersigned

First name: [First_Name]

Last name: [Last_Name]

Birth date: [Birth_Date]

having acknowledged the terms of the Offer,

acknowledging that capitalized terms not otherwise defined herein will have the meaning ascribed to them in the notice to which this is attached,

holder of BSA that are fully vested,

subject to the consummation of the Offer at the Offer Acceptance Time (as defined by article 3.2.2 of the MoU),

hereby **exercise** all, and no less than all, my BSA and consequently subscribe to the underlying Vested Shares,

hereby irrevocably **agree** that the Exercise Price and applicable tax withholdings shall be paid, directly by the Purchaser, on my behalf, on the Company's account, by way of a delegation of payment (*délégation de paiement*) in accordance with provisions of article 1336 *et seq.* of the French Civil Code,

hereby **confirm** my firm and irrevocable commitment to transfer to the Purchaser, as the case may be during the offering period of the Offer or any subsequent offering period as defined under applicable laws and regulations (as such periods may be extended in accordance with applicable laws and regulations), all of the Vested Shares acquired upon exercise of my BSA,

acknowledge that as a consequence, I will receive, for each Vested Share resulting from the exercise of my BSA, an amount in cash equal to the excess, if any, of the Offer Price over the applicable per share Exercise Price for such BSA, less any applicable tax withholding amount, on the bank account which details have previously been provided to the Company for payroll purposes, except otherwise instructed,

consequently, and in accordance with Articles 1984 *et seq.* of the French Civil Code, I hereby **grant** full powers to:

- Aaron Ross, General Counsel at Talend;
- Brent Speed, Senior Corporate Counsel, SEC and Corporate Governance at Talend,

each acting separately with full power of sub-delegation to be true and lawful attorneys-in-fact (each, an "**Attorney**"), to, in my name and on my behalf:

- a) negotiate, modify, finalize, initial, sign and/or certify as true:
 - (i) any exercise form (*bulletin d'exercice*) relating to the exercise of my BSA and the subscription of the Vested Shares;
 - (ii) any documentation relating to the sale and tendering of all the Vested Shares resulting from the exercise of the BSA to the Purchaser, in particular, any transfer form (*ordre de mouvement*), transfer contract, any *cerfa* form or any other deed, agreement, appendix or form that would be required for the completion of any such sale;
 - (iii) any individual undertaking relating to any confidentiality and/or non-disclosure obligation;

-
- b) represent me at any meeting of any corporate body of the Company (a "**Meeting**") which will be necessary for the completion of the transactions contemplated under the MoU (the "**Transaction**") and consequently attend any Meeting, sign attendance notes and any other documents, take part in all discussions, cast all votes which I am entitled to cast and generally carry out the necessary procedures in relation to the completion of the Transaction;

- c) and, more generally, in the context of the Transaction or in order to successfully complete the aforementioned actions and facilitate the completion of the Transaction, execute and sign any contract, deed, amendment, exhibit or document (including any letter, any share transfer certificate, any *cerfa* form, any deed of adherence, all powers to carry out, any report, minutes or written shareholders' decision), carry out any formality, enter into any commitments, make all declarations, pay any sum and receive receipt in connection thereof, receive all sums and give receipt in connection thereof, give all instructions, certify true any

documents and exhibits, elect domicile, and generally do all that is required by circumstances and do all that the Attorney will see fit to do in the context of the Investment or in order to successfully complete the aforementioned actions.

I **acknowledge** that:

- a) I have been duly informed that the information that I have received is strictly confidential and that I cannot, without incurring any liability, disclose such information without the Company's express consent;
- b) Neither the Company nor its board of directors makes any recommendation as to whether I should elect to have my BSA treated as described herein. I am making my own decision regarding whether or not to have my BSA treated as described herein.
- c) I have had an opportunity to talk with my own legal counsel, accounting and/or financial advisor prior to completing this form and that I am relying on such person(s) and not the Company or its officers or employees for financial and tax advice as it relates to me;
- d) I have been sufficiently informed of the current position of the applicable tax and social security authorities with respect to the qualification and treatment, for tax and social security purposes, of the potential gains that I would realize in connection with the Transaction;
- e) If I am a U.S. employee, my signing this form will not be construed as a right to my continued employment or service with the Company or any of its subsidiaries or affiliates for any period and my employment or service with the Company or any of its subsidiaries or affiliates can be terminated at any time by me or the Company or any of its subsidiaries or affiliates, with or without cause or notice, subject to applicable laws;
- f) All authority in this form will survive my death or incapacity, and all of my obligations in this form will be binding upon my heirs, personal representatives, successors and assigns; and
- g) I am fully aware that, by means of this power of attorney, I will be personally committed by the sole signature of each Attorney.

I hereby expressly authorize each Attorney to act or execute any contract, deed, appendix, exhibits or document in my name and on my behalf notwithstanding the provisions of Article 1161 of the French Civil Code.

Without prejudice to the power of attorney granted herein, I undertake to ratify any necessary deed, without exception, which each Attorney may perform for the completion of the mandate conferred upon him; each Attorney or any other person that would be substituted shall not be held liable of the non-exhaustive character or inaccuracy of the documents which will be signed in my name and on my behalf and shall not, as a consequence, incur any liability in this respect.

In addition, I hereby **declare** and **warrant** that:

- a) all of the BSA that I am electing to exercise are currently outstanding and have not been exercised or transferred; and
- b) the BSA are free and clear of all liens, restrictions, charges, encumbrances and claims;

This undertaking and this power of attorney are irrevocable and shall continue until December 31, 2021.

This document and any non-contractual obligation arising out of or in connection with this document shall be governed by, and construed in accordance with, French law.

All disputes arising out of or in connection with this document (including without limitation with respect to the existence, validity, performance, termination and interpretation of this document and any non-contractual obligation arising out of or in connection with this document) shall be submitted to the exclusive jurisdiction of the Nanterre Commercial Court (*Tribunal de Commerce de Nanterre*).

I agree to sign electronically this form in accordance with the provisions of articles 1366 *et seq.* of the French Civil code, through the service provider DocuSign who will ensure the security and integrity of the digital copies of this form in accordance with the Electronic Signature Laws and Regulations. I hereby acknowledge and agree that the signing of this form via the abovementioned electronic process

is made in full knowledge of the technology implemented, its relating terms of use and the Electronic Signature Laws and Regulations, and, accordingly, hereby irrevocably and unconditionally waive any right I may have to initiate any claim and/or legal action, directly or indirectly arising out of or relating to the reliability of said electronic signature process and/or the evidence of my intention to enter into this form in this respect.

For the purposes of this form:

- **“EIDAS Regulation”** means the Regulation (EU) N°910/2014 of the European Parliament and of the Council dated 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market;
- **“Electronic Signature Laws and Regulations”** means articles 1366 and 1367 of the French Civil code, the decree n°2017-1416 dated 28 September 2017 on the electronic signature and the EIDAS Regulation.

By: _____

Name: [First_Name] [Last_Name]

Date:



[First_Name] [Last_Name]

[Email]

In Suresnes,

On June 15, 2021

Re: Exercise of BSPCE and tender of the underlying Vested Shares

Dear Sir/Madam,

Reference is made to the cash tender offer to be initiated by Tahoe Bidco B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of the Netherlands (the "**Purchaser**") on all the shares of Talend S.A., a *société anonyme* organized under the laws of France, whose registered office is located at 5-7, rue Salomon de Rothschild, 92150 Suresnes, registered in the Nanterre Trade and Companies Register under number 484 175 252 (the "**Company**") (including ordinary shares represented by American depositary shares ("**ADS**")) for a price (the "**Offer Price**") of \$66.00 per ordinary share of the Company and \$66.00 per ADS (the "**Offer**") pursuant to a Memorandum of Understanding ("**MoU**") dated March 10, 2021 between the Company and Tahoe Bidco (Cayman), LLC, an exempted company incorporated under the laws of the Cayman Islands (the "**Parent**").

The Purchaser and the Parent are controlled by affiliates of Thoma Bravo, L.P. ("**Thoma Bravo**"), an investment firm specialized in the software and technology-enabled services sectors.

As at the date hereof, you hold outstanding founders' warrants (*bons de souscription de parts de créateur d'entreprise*) ("**BSPCE**") to purchase ordinary shares of the Company ("**Shares**") which are fully vested and exercisable.

The details and allocation of such BSPCE as at July 31, 2021 and the per share exercise price for your BSPCE (the "**Exercise Price**") are attached to this notice as **Exhibit A**.

In the context of the Offer, the Purchaser is offering you the opportunity to exercise all, and no less than all, your BSPCE through a cashless exercise arrangement to fund the payment of the Exercise Price and any applicable tax withholding obligations;

it being provided that such opportunity shall be subject to and conditioned upon your irrevocable undertaking to transfer to the Purchaser all Shares acquired upon the exercise of all your BSPCE (the "Vested Shares") during the offering period of the Offer or any subsequent offering period as defined under applicable laws and regulations (as such periods may be extended in accordance with applicable laws and regulations).

Details of the Offer and on how your Vested Shares may be tendered to the Offer can be found here: <https://www.sec.gov/Archives/edgar/data/1668105/000119312521188300/d174329dex99a1a.htm>.

If all, and no less than all, your Vested Shares **are not** tendered to the Offer in accordance with the Offer, the exercise of your BSPCE through the cashless exercise arrangement described above will not become effective.

If you **exercise** all, and no less than all, your BSPCE **and** tender all, and no less than all, your Vested Shares to the Offer, you will receive, shortly following the completion of the Offer, for each Vested Share resulting from the exercise of all your BSPCE, an amount in cash, without interest, equal to the excess, if any, of the Offer Price over the applicable per share Exercise Price for each such BSPCE, less any applicable tax withholding amount.

The exercise of your BSPCE in the context of the cashless exercise arrangement described above is subject to the satisfaction of the conditions set forth in this letter and those described in the Exercise Documents (as described below), including the satisfaction of the Minimum Condition (as defined by article 8.1 of the MoU).

If you wish to exercise your BSPCE through the cashless exercise arrangement described above, you must complete the form attached as **Exhibit B** electronically no later than July 23, 2021, 23:59 CET or such later deadline as may be extended by the Purchaser (the “**Exercise Deadline**”) (the documents for completing the exercise of the Vested Options through the cashless exercise, the “**Exercise Documents**”). If the Purchaser elects to extend the Exercise Deadline beyond the date identified above, the Company will notify you as soon as possible. Any extension will not impact previously completed Exercise Documents, unless otherwise indicated by the Purchaser.

Please note that if you wish to exercise your BSPCE through the cashless exercise arrangement described above, you must exercise **all, and no less than all,** of your BSPCE.

If you fail to timely complete the Exercise Documents by the Exercise Deadline, you may not have any other opportunity to monetize your BSPCE or the underlying Shares.

All or part of your BSPCE may become null and void if not exercised in the context of the Offer, as may be provided under the terms and conditions of your BSPCE plan(s) and/or the Company may decide to repurchase or reimburse them.

The tax implications of exercising your BSPCE are complex and you are encouraged to consult with your own legal and tax advisors, accountant, and/or financial advisor before completing the form attached as **Exhibit B**.

Yours sincerely,

Aaron Ross
General Counsel

Important Additional Information and Where to Find It

In connection with the proposed acquisition of Talend S.A. (“Talend”), Tahoe BidCo B.V. (“Purchaser”) commenced a tender offer for all of the outstanding ordinary shares and American Depositary Shares (“ADSs”), each representing one ordinary share, of Talend on June 11, 2021. This communication is for informational purposes only and is neither an offer to purchase nor a solicitation of an offer to sell shares of Talend. It is also not a substitute for the tender offer materials that Purchaser filed with the Securities and Exchange Commission (the “SEC”) or the solicitation/recommendation statement that Talend filed on Schedule 14D-9 with the SEC upon commencement of the tender offer. Purchaser filed tender offer materials on Schedule TO with the SEC, and Talend filed a Solicitation/Recommendation Statement on Schedule 14D-9 with the SEC. THE TENDER OFFER MATERIALS (INCLUDING AN OFFER TO PURCHASE, A RELATED LETTER OF TRANSMITTAL AND CERTAIN OTHER TENDER OFFER DOCUMENTS) AND THE SOLICITATION/RECOMMENDATION STATEMENT CONTAIN IMPORTANT INFORMATION THAT SHOULD BE READ CAREFULLY AND CONSIDERED BY TALEND’S STOCKHOLDERS AND ADS HOLDERS BEFORE ANY DECISION IS MADE WITH RESPECT TO THE TENDER OFFER. Both the tender offer materials and the solicitation/recommendation statement are available to Talend’s stockholders and ADS holders free of charge. A free copy of the tender offer materials and the solicitation/recommendation statement will also be made available to all of Talend’s stockholders and ADS holders by contacting Talend at ir@talend.com, or by visiting Talend’s website (www.talend.com). In addition, the tender offer materials and the solicitation/recommendation statement (and all other documents filed by Talend with the SEC) are available at no charge on the SEC’s website (www.sec.gov). TALEND’S STOCKHOLDERS AND ADS HOLDERS ARE ADVISED TO READ THE TENDER OFFER MATERIALS AND THE SOLICITATION/RECOMMENDATION STATEMENT, AS EACH MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, AND ANY OTHER RELEVANT DOCUMENTS FILED BY PURCHASER OR TALEND WITH THE SEC BEFORE THEY MAKE ANY

DECISION WITH RESPECT TO THE TENDER OFFER. THESE MATERIALS WILL CONTAIN IMPORTANT INFORMATION ABOUT THE TENDER OFFER, PURCHASER AND TALEND.

Forward-Looking Statements

This document contains certain statements that constitute forward-looking statements. These forward-looking statements include, but are not limited to, statements regarding the satisfaction of conditions to the completion of the proposed transaction and the expected completion of the proposed transaction, as well as other statements that are not historical fact. These forward-looking statements are based on currently available information, as well as Talend's views and assumptions regarding future events as of the time such statements are being made. Such forward looking statements are subject to inherent risks and uncertainties. Accordingly, actual results may differ materially and adversely from those expressed or implied in such forward-looking statements. Such risks and uncertainties include, but are not limited to, the potential failure to satisfy conditions to the completion of the proposed transaction due to the failure to receive a sufficient number of tendered shares in the tender offer, as well as those described in cautionary statements contained elsewhere herein and in Talend's periodic reports filed with the SEC including the statements set forth under "Risk Factors" set forth in Talend's most recent annual report on Form 10-K, and any subsequent reports on Form 10-Q or form 8-K filed with the SEC, the Tender Offer Statement on Schedule TO (including the offer to purchase, the letter of transmittal and other documents relating to the tender offer) filed by Purchaser, and the Solicitation/Recommendation Statement on Schedule 14D-9 filed by Talend. As a result of these and other risks, the proposed transaction may not be completed on the timeframe expected or at all. These forward-looking statements reflect Talend's expectations as of the date of this report. The forward-looking statements included in this communication are made only as of the date hereof. Talend assumes no obligation and does not intend to update these forward-looking statements, except as required by law.

EXHIBIT A

DETAILS OF THE BSPCE AS AT JULY 31, 2021*

Name: [Last_Name]

First name: [First_Name]

Email address: [Email]

Grant date	Number of outstanding Vested BSPCE	Number of underlying shares	Applicable per share Exercise Price (in Euros)	Applicable total Exercise Price (in Euros)
[Grant_Date_1]	[Outstanding_Vested_1]	[Outstanding_Vested_1]	[Grant_Price_1]	[Total_Exercise_Price_1]
[Grant_Date_2]	[Outstanding_Vested_2]	[Outstanding_Vested_2]	[Grant_Price_2]	[Total_Exercise_Price_2]
[Grant_Date_3]	[Outstanding_Vested_3]	[Outstanding_Vested_3]	[Grant_Price_3]	[Total_Exercise_Price_3]
[Grant_Date_4]	[Outstanding_Vested_4]	[Outstanding_Vested_4]	[Grant_Price_4]	[Total_Exercise_Price_4]
[Grant_Date_5]	[Outstanding_Vested_5]	[Outstanding_Vested_5]	[Grant_Price_5]	[Total_Exercise_Price_5]
TOTAL	[Aggregate_Outstanding_Vested]	[Aggregate_Outstanding]	-	[Aggregate_Exercise_Price]

* based on data available as of June 3, 2021

EXHIBIT B

UNDERTAKING TO TRANSFER THE VESTED SHARES

I, the undersigned

First name: [First_Name]

Last name: [Last_Name]

Birth date: [Birth_Date]

having acknowledged the terms of the Offer,

acknowledging that capitalized terms not otherwise defined herein will have the meaning ascribed to them in the notice to which this is attached,

holder of BSPCE that are fully vested,

subject to the consummation of the Offer at the Offer Acceptance Time (as defined by article 3.2.2 of the MoU),

hereby **exercise** all, and no less than all, my BSPCE and consequently subscribe to the underlying Vested Shares,

hereby irrevocably **agree** that the Exercise Price and applicable Tax withholdings shall be paid, directly by the Purchaser, on my behalf, on the Company's account, by way of a delegation of payment (*délégation de paiement*) in accordance with provisions of article 1336 *et seq.* of the French Civil Code,

hereby **confirm** my firm and irrevocable commitment to transfer to the Purchaser, as the case may be during the offering period of the Offer or any subsequent offering period as defined under applicable laws and regulations (as such periods may be extended in accordance with applicable laws and regulations), all of the Vested Shares acquired upon exercise of my BSPCE,

acknowledge that as a consequence, I will receive, for each Vested Share resulting from the exercise of my BSPCE, an amount in cash equal to the excess, if any, of the Offer Price over the applicable per share Exercise Price for such BSPCE, less any applicable tax withholding amount, on the bank account which details have previously been provided to the Company for payroll purposes, except otherwise instructed,

consequently, and in accordance with Articles 1984 *et seq.* of the French Civil Code, I hereby **grant** full powers to:

- Aaron Ross, General Counsel at Talend;
- Brent Speed, Senior Corporate Counsel, SEC and Corporate Governance at Talend,

each acting separately with full power of sub-delegation to be true and lawful attorneys-in-fact (each, an "**Attorney**"), to, in my name and on my behalf:

- a) negotiate, modify, finalize, initial, sign and/or certify as true:
 - (i) any exercise form (*bulletin d'exercice*) relating to the exercise of my BSPCE and the subscription of the Vested Shares;
 - (ii) any documentation relating to the sale and tendering of all the Vested Shares resulting from the exercise of the BSPCE to the Purchaser, in particular, any transfer form (*ordre de mouvement*), transfer contract, any *cerfa* form or any other deed, agreement, appendix or form that would be required for the completion of any such sale;
 - (iii) any individual undertaking relating to any confidentiality and/or non-disclosure obligation;

-
- b) represent me at any meeting of any corporate body of the Company (a "**Meeting**") which will be necessary for the completion of the transactions contemplated under the MoU (the "**Transaction**") and consequently attend any Meeting, sign attendance

notes and any other documents, take part in all discussions, cast all votes which I am entitled to cast and generally carry out the necessary procedures in relation to the completion of the Transaction;

and, more generally, in the context of the Transaction or in order to successfully complete the aforementioned actions and facilitate the completion of the Transaction, execute and sign any contract, deed, amendment, exhibit or document (including any letter, any share transfer certificate, any *cerfa* form, any deed of adherence, all powers to carry out, any report, minutes or written shareholders' decision), carry out any formality, enter into any commitments, make all declarations, pay any sum and receive receipt in connection thereof, receive all sums and give receipt in connection thereof, give all instructions, certify true any documents and exhibits, elect domicile, and generally do all that is required by circumstances and do all that the Attorney will see fit to do in the context of the Investment or in order to successfully complete the aforementioned actions.

I **acknowledge** that:

- a) I have been duly informed that the information that I have received is strictly confidential and that I cannot, without incurring any liability, disclose such information without the Company's express consent;
- b) Neither the Company nor its board of directors makes any recommendation as to whether I should elect to have my BSPCE treated as described herein. I am making my own decision regarding whether or not to have my BSPCE treated as described herein.
- c) I have had an opportunity to talk with my own legal counsel, accounting and/or financial advisor prior to completing this form and that I am relying on such person(s) and not the Company or its officers or employees for financial and tax advice as it relates to me;
- d) I have been sufficiently informed of the current position of the applicable tax and social security authorities with respect to the qualification and treatment, for tax and social security purposes, of the potential gains that I would realize in connection with the Transaction;
- e) If I am a U.S. employee, my signing this form will not be construed as a right to my continued employment or service with the Company or any of its subsidiaries or affiliates for any period and my employment or service with the Company or any of its subsidiaries or affiliates can be terminated at any time by me or the Company or any of its subsidiaries or affiliates, with or without cause or notice, subject to applicable laws;
- f) All authority in this form will survive my death or incapacity, and all of my obligations in this form will be binding upon my heirs, personal representatives, successors and assigns; and
- g) I am fully aware that, by means of this power of attorney, I will be personally committed by the sole signature of each Attorney.

I hereby expressly authorize each Attorney to act or execute any contract, deed, appendix, exhibits or document in my name and on my behalf notwithstanding the provisions of Article 1161 of the French Civil Code.

Without prejudice to the power of attorney granted herein, I undertake to ratify any necessary deed, without exception, which each Attorney may perform for the completion of the mandate conferred upon him; each Attorney or any other person that would be substituted shall not be held liable of the non-exhaustive character or inaccuracy of the documents which will be signed in my name and on my behalf and shall not, as a consequence, incur any liability in this respect.

In addition, I hereby **declare** and **warrant** that:

- a) all of the BSPCE that I am electing to exercise are currently outstanding and have not been exercised or transferred; and
- b) the BSPCE are free and clear of all liens, restrictions, charges, encumbrances and claims;

This undertaking and this power of attorney are irrevocable and shall continue until December 31, 2021.

This document and any non-contractual obligation arising out of or in connection with this document shall be governed by, and construed in accordance with, French law.

All disputes arising out of or in connection with this document (including without limitation with respect to the existence, validity, performance, termination and interpretation of this document and any non-contractual obligation arising out of or in connection with this document) shall be submitted to the exclusive jurisdiction of the Nanterre Commercial Court (*Tribunal de Commerce de Nanterre*).

I agree to sign electronically this form in accordance with the provisions of articles 1366 et seq. of the French Civil code, through the service provider DocuSign who will ensure the security and integrity of the digital copies of this form in accordance with the Electronic Signature Laws and Regulations. I hereby acknowledge and agree that the signing of this form via the abovementioned electronic process is made in full knowledge of the technology implemented, its relating terms of use and the Electronic Signature Laws and Regulations, and, accordingly, hereby irrevocably and unconditionally waive any right I may have to initiate any claim and/or legal action, directly or indirectly arising out of or relating to the reliability of said electronic signature process and/or the evidence of my intention to enter into this form in this respect.

For the purposes of this form:

- “**EIDAS Regulation**” means the Regulation (EU) N°910/2014 of the European Parliament and of the Council dated 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market;
- “**Electronic Signature Laws and Regulations**” means articles 1366 and 1367 of the French Civil code, the decree n°2017-1416 dated 28 September 2017 on the electronic signature and the EIDAS Regulation.

By: _____

Name: [First_Name] [Last_Name]

Date:
