



Contract number FI N° 93329
Serapis N° 2021-0079

EUROPEAN INVESTMENT BANK

and

BONE THERAPEUTICS SA

**SUBSCRIPTION AGREEMENT FOR WARRANTS
IN THE CAPITAL OF
BONE THERAPEUTICS SA**

dated 01 July 2021

THIS SUBSCRIPTION AGREEMENT FOR WARRANTS is made on 1st July 2021,

BETWEEN:

- (1) **EUROPEAN INVESTMENT BANK**, located at 100, boulevard Konrad Adenauer, L-2950 Luxembourg, represented by Donald Fitzpatrick and Charlotte Hill, (the "**Subscriber**" or the "**Bank**"), as duly authorised for the purpose hereof,

and

- (2) **BONE THERAPEUTICS SA**, a *société anonyme*, organized under Belgian law, having its registered office at Rue August Piccard 37, 6041 Charleroi, Belgium, registered with the Register of Legal Entities (Hainaut, division Charleroi) under No. 0882.015.654 (the "**Issuer**", or the "**Company**"), represented by mC4Tx SRL, itself represented by its permanent representative Miguel Marques Gomes da Silva Forte, and Fynsis Management SRL, itself represented by its permanent representative Jean-Luc Vandebroek, as duly authorised for the purpose hereof.

The Subscriber and the Issuer are hereinafter referred to, collectively, as the "**Parties**" and, individually, as a "**Party**".

WHEREAS:

Subject to the terms of this Agreement, the Issuer has agreed to issue and allot Warrants and the Subscriber has agreed to subscribe and pay for such Warrants pursuant to the terms of this Agreement.

THEREFORE, IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"**Agreement**" means this subscription agreement for warrants entered into between the Subscriber and the Company and any Schedule to this Agreement;

"**Arrangement Fee**" means a fee of EUR 0.01 in respect of each Warrant subscribed by the Bank to be set-off against the Subscription Price in respect of each Tranche;

"**BCCA**": means the Belgian Code of Companies and Associations (as amended from time to time);

"**Business Day**" means a day (except a Saturday or Sunday) on which the Bank and commercial banks are generally open for general business in Luxembourg;

"**Company Warranty**" means a statement by the Company set out in Schedule 3 (*Company Warranties*);

"**Completion**" means, with respect to each of the EIBa Warrants and the EIBb Warrants, the effective Subscription by the Subscriber, *i.e.*, full payment of the Subscription Price of the corresponding Warrants by the Subscriber pursuant to clause 2 (*Subscription*) and delivery by the Subscriber of its subscription form pursuant to its obligations set out in Part 3 of Schedule 2 (*Signing, Issuance and Completion obligations*);

"**Completion Date**" means each date on which Completion has occurred;

"**Connected Person**" means, with respect to any Party, an entity which is Controlled by, Controlling or under the same Control as such Party;

"Control" means the power in fact or in law to exercise a decisive influence on the appointment of the majority of the directors or on the orientation of the policy, as set out in article 1:14 *et seq.* of the BCCA, and **"Controlling"** and **"Controlled"** shall be construed accordingly;

"Criminal Offence" means any of the following illegal activities or activities carried out for illegal purposes: tax crimes (as referred to in the directive (EU) 2015/849 of 20 May 2015), fraud, corruption, coercion, collusion, obstruction, money laundering, financing of terrorism or any illegal activity that may affect the financial interests of the EU, according to applicable laws.

"Disbursement Date" has the meaning ascribed to it in the Finance Contract;

"EIBa Warrants" means the Warrants (*"droit de souscription"*) to be subscribed by the Subscriber as a condition precedent to the disbursement of the Tranche A by the Bank;

"EIBb Warrants" means the Warrants (*"droit de souscription"*) to be subscribed by the Subscriber as a condition precedent to the disbursement of the Tranche B by the Bank;

"Encumbrance" means any encumbrance, debenture, mortgage, blocking order, court decision, court order, leases, subleases, preliminary agreements on the conclusion of subleases, arrest, execution order, order preventing the sale of any assets, charge, pledge, lien, restriction, assignment, hypothecation, security interest, title retention or any other agreement or arrangement the effect of which is the creation of security, or any other interest, equity or other right of any person (including any right to acquire, option, right of first refusal or right of pre-emption), or any agreement or arrangement to create any of the same;

"Exercise Period" has the meaning ascribed to it in Part 1 of Schedule 4 (*Warrants Terms and Conditions*);

"Exercise Price" means the price at which the Warrants are exercised, as set out in Part 1 of Schedule 4 (*Warrants Terms and Conditions*);

"Existing Shares" means the 16,478,168 issued and outstanding ordinary shares without nominal value, in the share capital of the Company, making up the entire issued share capital of the Company as of the Signing Date;

"Expiration Date" has the meaning ascribed to it in Part 1 of Schedule 4 (*Warrants Terms and Conditions*);

"Finance Contract" has the meaning ascribed to it in Part 1 of Schedule 4 (*Warrants Terms and Conditions*);

"Fully Diluted Share Capital" has the meaning ascribed to it in Part 1 of Schedule 4 (*Warrants Terms and Conditions*);

"Issuance" means the issue of the EIBa Warrants and, as the case may be, the EIBb Warrants, each time subject to the condition precedent of receiving a disbursement offer under the Finance Contract from the Bank;

"Issuance Date" means, in respect of a Tranche, the date on which the relevant Issuance of Warrants shall occur;

"Negative Condition" means the condition set out in clause 5.1(iii);

"Positive Conditions" means the conditions set out in clauses 5.1(i) and 5.1(ii);

"Register" means the warrant register of the Company;



"Shares" means (i) the Existing Shares, as well as (ii) any new share to be issued by the Company from time-to-time (including upon exercise of the Warrants);

"Signing" means the signing of this Agreement by the Parties to it;

"Signing Date" means the date of this Agreement;

"Subscription" means the subscription of all the EIBa Warrants and, as the case may be, of all the EIBb Warrants;

"Subscription Form" means a subscription form substantially in the form set out in Part 2 of Schedule 4 (*Warrants Terms and Conditions*);

"Subscription Price" means the total amount of EUR 0.01 per Warrant;

"Subsidiary" means a company in respect of which a power of control exists as set out in article 1:15, 2° of the BCCA;

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) imposed by a Tax Authority whether directly or primarily chargeable against, recoverable from or attributable to the Company;

"Tax Authority" means a taxing or other governmental (local or central), regional or municipal authority competent to impose a liability for or to collect Tax;

"Terms and Conditions" means the terms and conditions set forth in Schedule 4 (*Warrants Terms and Conditions*);

"Tranche" means either Tranche A or Tranche B;

"Tranche A" has the meaning given to it in the Finance Contract;

"Tranche B" has the meaning given to it in the Finance Contract;

"Transaction" means a transaction that relates to or is entered into in connection with the issuance by the Company of and Subscription by the Subscriber for the Warrants;

"VWAP" means the daily volume weighted average price of the Shares on the regulated markets of Euronext Brussels and Euronext Paris, as reported by Bloomberg L.P.;

"Warrantholder" means any holder of Warrants; and

"Warrants" means the EIBa Warrants and/or the EIBb Warrants, as the case may be. The terms and conditions of such Warrants are set out in Part 1 of Schedule 4 (*Warrants Terms and Conditions*).

1.2 In this Agreement:

- (a) references to clauses and Schedules are, save if explicitly stipulated otherwise, references respectively to clauses of and schedules to this Agreement and all Schedules form part of this Agreement;
- (b) a reference to any statute or statutory provision is a reference to that statute or statutory provision as re-enacted, amended or extended before the Signing Date and includes a reference to any subordinate legislation (as re-enacted, amended or extended) made under it before the Signing Date;

- (c) a reference to a "person" includes any individual, body corporate, company, corporation, firm, partnership, joint venture, association, state, state agency, institution or trust (whether or not having a separate legal personality);
- (d) a reference to a document being in the "agreed form" is a reference to a document in the form and terms approved and, for the purposes of identification only, initialled, by or on behalf of the Subscriber on or before the Signing Date;
- (e) a reference to one gender is a reference to all or any genders, and references to the singular include the plural and vice versa; and
- (f) a reference to a particular time of day is, unless stated otherwise, a reference to the Central European Time (CET).

2. SUBSCRIPTION

- 2.1 The Warrants shall be created and issued in compliance with the terms of this Agreement and upon the decision of the shareholders' meeting of the Company.
- 2.2 As a condition precedent for the disbursement of the Tranche A, the Company undertakes to create and issue 800,000 EIBa Warrants.
- 2.3 As a condition precedent for the disbursement of the Tranche B, the Company undertakes to create and issue 500,000 EIBb Warrants.
- 2.4 The Company agrees that all of the Warrants shall be allocated in favour of the Subscriber upon the Subscriber delivering to the Company, on each Completion Date a Subscription Form duly signed by the Subscriber.
- 2.5 At Completion, the Subscriber shall subscribe and pay for, and the Company shall issue and allot the corresponding Warrants to the Subscriber through the Subscription.
- 2.6 Prior to the Expiration Date, the Company shall convene the shareholders' meeting of the Company to resolve on the re-issuance of the 800,000 EIBa Warrants and the 500,000 EIBb Warrants to the Subscriber upon the same economic terms (including the Terms and Conditions but at the same Exercise Price as the initial EIBa Warrants and EIBb Warrants) with effect, at the latest, as from the Expiration Date. The clauses of this Agreement shall apply *mutatis mutandis* to such re-issuance, including the set-off of the Arrangement Fee against the Subscription Price.
- 2.7 The Company covenants with the Subscriber that subject to satisfaction of the Positive Conditions, it has now and at all times up to and at Completion shall have, the full power and the right to issue and allot the Warrants, as relevant, on the terms set out in this Agreement.
- 2.8 The Subscriber represents that subject to the satisfaction of the Positive Conditions, its competent internal bodies have approved completion of the Transaction and that each person executing the Agreement on behalf of the Subscriber jointly with the other signatory is vested with the capacity and authority to do so.
- 2.9 The Warrants shall be issued with full title guarantee, free from Encumbrances, including the pre-emptive rights of the Company's shareholders and together with all rights attaching to them and the shares issued upon exercise of the Warrants shall be fungible with all other shares, subject, as the case may be, to their dividend entitlement date.



3. SUBSCRIPTION PRICE

The Subscription Price for the Warrants shall be payable by the Subscriber to the Company and be fully paid up through the setting off of the receivable owned against the Company which is valid and payable under the Arrangement Fee.

4. ARRANGEMENT FEE

Subject to set off in accordance with clause 3, the Company shall on demand at any time pay to the Bank the Arrangement Fee.

5. CONDITIONS

5.1 The agreement of the Subscriber to subscribe for the Warrants is conditional on:

- (a) the Company delivering evidence satisfactory to the Subscriber of:
 - approval of the Transaction (or any relevant part thereof) by the Company's authorised corporate bodies (including the shareholders' meetings of the Company for the issuance of the Warrants and the approval of the change of control clauses of the Finance Contract); and
 - the capacity and authority of each person executing the Agreement on behalf of the Company;
- (b) the Subscription Price being fully paid by the Subscriber to the Company by means of set-off against a valid and payable receivable under the Arrangement Fee;
- (c) the Subscription not resulting in a violation of any agreement to which the Company is a party, its articles of association, any law or regulation or judgment to which it is subject.

5.2 The Parties must use their best endeavours to ensure the satisfaction of the Positive Conditions as soon as possible and at the latest by the Completion Date.

5.3 The Parties agree that all requests and enquiries from any government, governmental agency, court or other regulatory body concerning the Transaction will be dealt with by the Parties in consultation with each other and the Parties must promptly co-operate with, and provide all necessary information and assistance reasonably required by, such government, agency, court or body upon being requested to do so by the other Party.

5.4 If the Positive Conditions have not been satisfied on the Completion Date at the latest, the rights and obligations of the Parties hereunder shall terminate on such date, unless otherwise agreed in writing by the Parties.

6. SIGNING, ISSUANCE, SATISFACTION AND COMPLETION

6.1 At Signing, the Parties must comply with their respective obligations set out in Part 1 of Schedule 2 (*Signing, Issuance, Satisfaction and Completion obligations*).

6.2 At Issuance, the Company must comply with its obligations set out in Part 2 of Schedule 2 (*Signing, Issuance and Completion obligations*).

6.3 Upon satisfaction of the condition precedent in respect of the Issuance, the Company must comply with its obligations set out in Part 3 of Schedule 2 (*Signing, Issuance, Satisfaction and Completion obligations*).

6.4 At Completion, the Subscriber must comply with its obligations set out in Part 4 of Schedule 2 (*Signing, Issuance, Satisfaction and Completion obligations*).

6.5 If the Subscriber fails to comply with any of its obligations in Part 4 of Schedule 2 (*Signing, Issuance, Satisfaction and Completion obligations*), the Company shall, by sending notice to the Subscriber:

- (a) elect to proceed to Completion and set another date on which the Subscriber must comply with those obligations which it has failed to comply with by the Completion Date; or
- (b) postpone Completion to a Business Day not more than five (5) Business Days after the Completion Date or such other number of Business Days as may be agreed by the Parties in writing.

6.6 If the Company postpones any Completion to another date in accordance with clause 6.5, the provisions of this Agreement apply as if that other date is the Completion Date and references to the Completion Date will be construed as if they were references to that other date.

6.7 At each Completion Date, the Company must comply with its obligations set out in Part 4 of Schedule 2 (*Signing, Issuance, Satisfaction and Completion obligations*).

7. WARRANTIES

7.1 The Company warrants to the Subscriber that each Company Warranty is at the Signing Date and will at each Completion Date be (by reference to the facts and circumstances existing at that time) sincere, accurate and not misleading.

7.2 Each Company Warranty is a separate and independent statement and (except as expressly provided by this Agreement) is not limited or otherwise affected by any other Company Warranty or by any other provision of this Agreement.

7.3 Before the first Completion Date, the Company must notify the Subscriber immediately if it becomes aware of a fact, circumstance or event which causes, or is likely to cause, a Company Warranty (if the Company Warranty were repeated on Completion by reference to the facts and circumstances then existing) to become insincere or inaccurate or misleading in a way that is material to the turnover, profitability or financial position of the Company and/or of a Subsidiary.

8. TERMINATION

This Agreement ceases to have effect when the Warrantholder has exercised all of the Warrants, or when all the Warrants have been cancelled in accordance with the terms of this Agreement.

9. FINANCE CONTRACT

The following provisions of the Finance Contract are deemed incorporated in this Agreement by reference (except to the extent expressly modified herein) with the same force and effect as though fully set forth herein, regardless of whether or not all amounts outstanding under the Finance Contract have been paid:

- (i) clause 7 (b) of the Finance Contract, save that:
 - the Repeating Representations as defined in the Finance Contract only include the representations set out in Paragraph 1 (*Authorisations and Binding Obligations*), Paragraph 3 (a) and (b) (*No proceedings*) and Paragraph 6 (a) (*Anti-Corruption*) of Schedule G (*Representations and Warranties*) of the Finance Contract, and

- such Repeating Representations are deemed to be made by the Company on the anniversary date of each Disbursement Date in respect of each Tranche.
- (ii) clause 7 (c) of the Finance Contract, save that:
- the undertakings of the Finance Contract which the Company shall undertake include all undertakings in Schedule I (*Information and Visits*) and the following undertakings in Schedule H (*General Undertakings*):
 - Paragraph 3 (*Procurement procedure*),
 - Paragraph 4 (*Compliance with laws*),
 - Paragraph 5 (*Environment*),
 - Paragraph 6 (*Integrity*),
 - Paragraph 10 (*Change in business*),
 - Paragraph 12 (*Books and records*),
 - Paragraph 22 (*Maintenance of Status*); and
 - such undertakings shall remain in force from the date of this Agreement until this Agreement is terminated pursuant to clause 8 (*Termination*) above, regardless of whether there is no amount outstanding under the Finance Contract or the Credit (as defined in the Finance Contract) is unavailable.

10. CONFIDENTIALITY

10.1 Subject to clause 10.2 and 10.5, each Party undertakes to the other Party that it shall not:

- (i) disclose any terms of this Agreement or of any agreement or arrangement entered into in connection with this Agreement; or
- (ii) use, divulge or communicate to any person any confidential information relating to the Issuer or any of Issuer's Connected Person or concerning the business or affairs of any other Party or any Connected Person of that other Party,

and each Party shall use all reasonable endeavours to prevent the use or publication or disclosure of any such confidential information.

10.2 Any Party may disclose information otherwise required by clause 10.1 to be treated as confidential:

- (i) in accordance with any provision of this Agreement requiring or authorising such disclosure, including in an announcement made in accordance with clause 10.5;
- (ii) if and to the extent required by the laws of any relevant jurisdiction;
- (iii) if and to the extent requested by any competent regulatory or governmental body, tax authority or securities exchange in any relevant jurisdiction, whether or not the request has the force of law;
- (iv) to its professional advisers, auditors or bankers from time to time;
- (v) to any of its Connected Persons or their professional advisers, auditors or bankers, in each case from time to time;

- (vi) to any director, officer or employee of that Party or of any Connected Person of that party if the information in question is properly and necessarily required by the individual to whom it is disclosed for the purposes of that individual's office or employment;
 - (vii) if and to the extent the information is or comes into the public domain through no fault of that Party; or
 - (viii) if and to the extent that the other Party has given its prior written consent to the disclosure.
- 10.3 Each Party shall ensure that any person to whom confidential information is disclosed pursuant to clauses 10.2(iv), 10.2(v) or 10.2(vi) is made aware of the obligations of confidentiality contained in this clause and complies with this clause as if binding on it directly.
- 10.4 Subject to clause 10.6, following entering into this Agreement, neither Party may:
- (i) make or send; or
 - (ii) permit another person to make or send on its behalf,
- a public announcement or circular regarding the existence or the subject matter of the Agreement, unless it has first obtained each other Party's written permission (that permission not to be unreasonably withheld or delayed).
- 10.5 The Subscriber acknowledges and agrees that the Issuer may be obliged to disclose the terms of this Agreement and make any other public written disclosure regarding the existence of, or performance under, this Agreement, to the extent required, in the reasonable opinion of Issuer's legal counsel, to comply with (i) law, statute or regulation applicable to the Issuer, including the rules and regulations promulgated by the Belgian Financial Services and Markets Authority or (ii) any equivalent governmental authority, securities exchange or securities regulator in any country shares of the Issuer are listed. Before disclosing this Contract or any of the terms hereof pursuant to this Clause 10.5, the Issuer will inform the Subscriber with at least 5 (five) Business Days prior notice of the intended disclosure, or as soon as possible should such prior notice of 5 (five) Business Days not be possible, and will consult with the Subscriber in making any such disclosure acceptable to the Subscriber
- 10.6 The Issuer acknowledges that the Subscriber, because of its status as an international organisation, is subject to certain public consultation and disclosure requirements regarding projects in which it participates and accordingly agrees that the Subscriber shall not be prevented from disclosing information:
- (i) in order to protect the Subscriber's interests in the course of any legal or arbitration proceedings to which the Subscriber is a party; and
 - (ii) in accordance with the Subscriber's transparency policy and anti-fraud policy (as published on Subscriber's website (www.eib.org)); and
 - (iii) which the Subscriber is required to make by law or regulation, in accordance with any treaty or pursuant to any agreement into which it entered in order to implement such law, regulation or treaty, including (without limitation): (i) to a banking, regulatory or examining authority or other equivalent body of the European Union or of any of its Member States; (ii) to any of the European Court of Auditors, the European Commission, the European Anti-Fraud Office and any other competent EU institution or body; or (iii) to any person upon the order of a competent court of law.

11. NOTICES

Form of notice

- (a) Any notice or other communication given under this Agreement must be in writing and, unless otherwise stated, may be made by letter, facsimile and electronic mail.
- (b) Notices and other communications for which fixed periods are laid down in this Agreement or which themselves fix periods binding on the addressee, may be made by hand delivery, registered letter, facsimile or by electronic mail. Such notices and communications shall be deemed to have been received by the other party:
 - (i) on the date of delivery in relation to a hand-delivered or registered letter;
 - (ii) on receipt of transmission in relation to a facsimile;
 - (iii) in the case of any electronic mail sent by the Company to the Bank, only when actually received in readable form and only if it is addressed in such a manner as the Bank shall specify for this purpose, or
 - (iv) in the case of any electronic mail sent by the Bank to the Company, when the electronic mail is sent.
- (c) Any notice provided by the Company to the Bank by e-mail shall:
 - (i) mention the Agreement numbers in the subject line; and
 - (ii) be in the form of a non-editable electronic image (pdf, tif or other common non-editable file format agreed between the parties) of the notice signed by one or more authorised signatories of the Company as appropriate, attached to the e-mail.
- (d) Notices issued by the Company pursuant to any provision of this Agreement shall, where required by the Bank, be delivered to the Bank together with satisfactory evidence of the authority of the person or persons authorised to sign such notice on behalf of the Borrower and the authenticated specimen signature of such person or persons.
- (e) The Parties agree that any above communication (including via electronic mail) is an accepted form of communication, shall constitute admissible evidence in court and shall have the same evidential value as an agreement under hand (*sous seing privé*).

Addresses

The address and electronic mail address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication to be made or document to be delivered under or in connection with this Agreement is:

For the Bank	Attention: OPS/ENPST/2 100, boulevard Konrad Adenauer L-2950 Luxembourg Email address: OPS-ENPST2-Secretariat@eib.org
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For the Company	Attention: the CEO and the Investor Relations Rue Auguste Piccard 37 B-6041 Charleroi Email address: investorrelations@bonetherapeutics.com
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Demand after notice to remedy

The Bank and the Company shall promptly notify the other Party(ies) in writing of any change in their respective communication details.

12. COSTS

Unless otherwise agreed in writing with the Subscriber, the Company shall bear the Subscriber's costs and expenses (including legal, accountancy and other advisers and any exchange charges) necessary for the preservation of its rights in relation to the preparation, negotiation, execution, implementation, enforcement and termination of this Agreement (including each Subscription Form) or any ancillary documents (except any document relating to the transfer of the Warrants), any amendment, supplement or waiver in respect of this Agreement or any ancillary document (except any document relating to the transfer of the Warrants).

13. TAXES, DUTIES AND FEES

The Company shall pay all taxes, duties, fees and other impositions of whatsoever nature, including stamp duty, notary fees and registration fees, arising out of the creation, preparation, execution, implementation, perfection, registration, enforcement, amendment (including supplements and waivers) or termination of this Agreement or any ancillary document (except any document relating to the transfer of the Warrants).

Legal fees incurred by the Bank's external legal counsel arising out of the creation, preparation, execution, implementation, perfection, registration, enforcement, amendment (including supplements and waivers) or termination of this Agreement or any ancillary document (except any document relating to the transfer of the Warrants) will be borne by the Company.

The Company shall pay all amounts due under this Agreement (except any amount due in relation to the transfer of the Warrants) gross without any withholding or deduction of any national or local impositions whatsoever, provided that if the Company is required by law or an agreement with a governmental authority or otherwise to make any such withholding or deduction, it will gross up the payment to the Subscriber so that after withholding or deduction, the net amount received by the Subscriber is equivalent to the sum due.

14. CURRENCY

Payments to be made by the Company shall be made in EUR, unless otherwise agreed in writing with the Subscriber.

15. SET-OFF

All payments to be made by the Company under this Agreement shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim (except the payment of the Arrangement Fee by set-off against the Subscription Price for each relevant Warrant).

A Warrantholder may set off any matured obligation due from the Company (to the extent beneficially owned by that Warrantholder) against any matured obligation owed by that Warrantholder to the Company (including, without limitation, the Exercise Price), regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Warrantholder may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained, the Warrantholder may set off in an amount estimated by it in good faith to be the amount of that obligation.



16. TIME OF THE ESSENCE

Any date or period mentioned in this Agreement may be extended by written agreement between the Parties, to the extent legally permitted. However, as regards any date or period (whether or not extended by agreement) time shall be of the essence of this Agreement.

17. VARIATION, WAIVER AND RIGHT REMEDIES

17.1 A variation of this Agreement is valid only if it is in writing and signed by each Party or its duly authorised representative.

17.2 Except in the circumstances provided by this Agreement, failure to exercise, or a delay in exercising, a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy. A waiver of a breach of this Agreement does not constitute a waiver of a subsequent or prior breach of this Agreement.

17.3 The rights and remedies provided by this Agreement are cumulative and do not exclude any rights and remedies provided by law.

18. EFFECT OF COMPLETION

Each obligation under this Agreement which has not been fully performed by Completion remains in force after Completion.

19. INVALIDITY

If a provision of this Agreement is found to be illegal, invalid or unenforceable, then to the extent it is illegal, invalid or unenforceable, that provision will be given no effect and will be treated as though it was not included in this Agreement, but the validity or enforceability of the remaining provisions of this Agreement will not be affected and the Parties will endeavour to amend this Agreement so that the economic substance of the affected provision is preserved.

20. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, interpreted and enforced in accordance with, the laws of Belgium, and the Parties irrevocably submit to the exclusive jurisdiction of the Brussels Courts for the purposes of hearing and determining any disputes arising hereunder.



SCHEDULE 1

The Company

Company name:	Bone Therapeutics
Legal form:	A Belgian <i>société anonyme</i>
Registered address:	Rue Auguste Piccard 37, 6041 Charleroi, Belgium
Registration number:	0882.015.654
Country of incorporation:	Belgium
Issued share capital:	EUR 3,812,557.67 (represented by 16,478,168 Shares without nominal value)
Chief Executive Officer:	mC4Tx SRL, represented by its permanent representative Miguel Marques Gomes da Silva Forte
Directors:	<ul style="list-style-type: none">a) mC4Tx SRL, represented by its permanent representative Miguel Marques Gomes da Silva Forte;b) Finsys Management SRL, represented by its permanent representative Jean-Luc Vandebroek;c) Castanea Management Sarl, represented by its permanent representative Damian Marron;d) ClearSteer Consulting LLC, represented by its permanent representative Gloria Matthews;e) Innoste SA, represented by its permanent representative Jean Stéphenne;f) Claudia D'Augusta;g) Jean-Paul Prieels



SCHEDULE 2

Signing, Issuance, Satisfaction and Completion obligations

Part 1

Signing obligations

COMPANY'S OBLIGATIONS	
The Company must ensure that the following items are delivered to the Subscriber:	
(a)	<u>Company's Corporate Authority</u> – evidence satisfactory to the Subscriber of the capacity and authority of each person executing a document referred to in this Agreement on behalf of the Company.
(b)	<u>Company's Signing Approval</u> – evidence satisfactory to the Subscriber of the approval of the Transaction by the Company's authorised corporate bodies, <i>i.e.</i> : <ul style="list-style-type: none">(i) certified excerpt of the resolutions of the board of directors of the Company dated 30 June 2021, approving and authorizing (i) the entering into this Agreement, (ii) the report of the board of directors in accordance with Article 7:180, 7:191 and 7:193 of the BCCA and (iii) the convening of the shareholders' meeting of the Company to resolve on the Issuance, with cancellation of the preferential subscription rights of the Company's shareholders;(ii) a copy of the auditor report of the Company's statutory auditor in accordance with Article 7:180, 7:191 and 7:193 of the BCCA;(iii) evidence that the Belgian Financial Services and Markets Authority has received a copy of and did not have any further comments ("nihil obstat") on the board report and the statutory auditor report referred to in paragraphs (ii) and (iii) above, in accordance with Article 7:193 § 2 of the BCCA prior to the convening of the shareholders' meeting of the Borrower to decide on the issue of the Warrants.
(c)	<u>Agreement</u> – a PDF copy of this Agreement, duly executed by the Company.

SUBSCRIBER'S OBLIGATIONS
The Subscriber must ensure that a PDF copy of this Agreement duly executed by the Subscriber is delivered to the Company.



Part 2

Issuance obligations

COMPANY'S OBLIGATIONS

With respect to each Tranche, the Company must ensure that a certified copy of the decision of the shareholders' meeting of the Company deciding to issue the Warrants, subject to the condition precedent of receiving a disbursement offer under the Finance Contract from EIB with respect to such Tranche, is delivered to the Subscriber on the Issuance Date as well as a certified copy of the minutes of the board of directors of the Company to effectively allot the relevant Warrants to the Subscriber on the Completion Date of each Tranche.



Part 3

Satisfaction obligations

COMPANY'S OBLIGATIONS
With respect to each Tranche, the Company must ensure that a certified copy of the decision of the Company acknowledging the satisfaction of the condition precedent relating to the Issuance is delivered to the Subscriber.



Part 4

Completion obligations

SUBSCRIBER'S OBLIGATIONS
The Subscriber must, by at the latest 6pm (CET) on the Completion Date, ensure that a Subscription Form substantially in the form set out in Part 2 of Schedule 4 (<i>Warrants Terms and Conditions</i>) duly signed by the relevant Subscriber is sent to the Company together with the Subscription Price due by the Subscriber (set-off against a valid and payable receivable due by the Company).
COMPANY'S OBLIGATIONS
The Company must ensure that the extract from the Register showing that the Warrants were duly credited to the folio in the name of the Subscriber is delivered to the Subscriber on the Completion Date.



SCHEDULE 3

Company Warranties

1. Enforceability of the Agreement

1.1 The Company:

- (a) has the right, power and authority to enter into and perform its obligations under this Agreement; and
- (b) has obtained all necessary authorisations, consents and approvals to authorise the execution of, and performance by it or, its obligations under the Agreement (other than the approval of the issuance of the Warrants by the shareholders' meeting of the Company).

1.2 This Agreement constitutes obligations binding on the Company in accordance with its terms.

1.3 Except as expressly provided for in this Agreement, no approval, waiver, registration, consultation or notification is required to be obtained or made by the Company in connection with the execution, performance or enforceability of the Agreement entered into or to be entered into by it.

1.4 Neither the execution by the Company of the Agreement nor the performance by the Company of any of its obligations under the Agreement will violate or conflict with:

- (a) a provision in an agreement or instrument which is binding on it; or
- (b) to the best of the Company's knowledge, any order or judgement of a court, tribunal or governmental or regulatory body which is binding on it.

2. Share capital and constitution

2.1 The Company is duly incorporated and validly existing under the laws of Belgium its Subsidiary is duly incorporated and validly existing under the laws of the state of Massachusetts. The Company and its Subsidiary have all requisite corporate powers and authority to own their assets and to conduct the business carried on by them.

2.2 The Existing Shares, which comprise the whole of the issued share capital of the Company as at the Signing Date, have been duly issued and are fully paid or credited as fully paid. The Warrants, when issued, will be free of any Encumbrances, including the pre-emptive rights of the Company's shareholders.

2.3 As of the Completion, the Warrants have been duly issued and allotted to the Subscriber.

2.4 The Company is not at present undertaking any re-organisation or merger or exchange of its Shares with or contribution of its Shares to any other company or otherwise changing its capital structure.

2.5 To the best of the Company's knowledge, no funds invested in the Company or in its Subsidiary are of illicit origin, including products of money laundering or linked to the financing of terrorism. The Company shall promptly inform the Bank if at any time it becomes aware of the illicit origin of any such funds.

2.6 The Company and its Subsidiary are in compliance with all applicable laws in all material respects.

- 2.7 The Company and its Subsidiary are in compliance with all anti-corruption legislation.
- 2.8 The Company and its Subsidiary are not engaged in any Criminal Offences and to the best of its knowledge no Criminal Offences have occurred in connection with the Company and its Subsidiary.



SCHEDULE 4

Warrants Terms and Conditions

Part 1

Terms and Conditions of Warrants

1. Milestones

The Company has decided/will decide to issue and the Bank has decided/will decide to subscribe for Warrants on each Completion Date which shall be exercisable gradually upon the disbursement of each of the two separate tranches as provided for under the Finance Contract and described as follows:

- (i) EUR 8,000,000 (eight million euros), the repayment of which shall entitle the Bank to exercise the EIBa Warrants giving rights to subscribe to a certain number of ordinary shares of the Company as determined below in Clause 3.1; (the "EIBa Warrants"); and
- (ii) EUR 8,000,000 (eight million euros), the repayment of which shall entitle the Bank to exercise the EIBb Warrants giving rights to subscribe to a certain number of ordinary shares of the Company as determined below in Clause 3.1; (the "EIBb Warrants").

The Warrants, with respect to each Tranche, shall be governed by articles 7:67 *et seq.* of the BCCA and by the Terms and Conditions as set forth below.

2. Definitions

- 2.1 In the Terms and Conditions, the following terms and expressions shall have the meaning ascribed to them below:

"Arrangement Fee" means a fee of EUR 0.01 in respect of each Warrant subscribed by the Bank to be set-off against the Subscription Price in respect of each Tranche;

"Bank" means the EIB;

"BCCA" means the Belgian Code of companies and associations (as amended from time to time);

"Business Day" means a day (except a Saturday or Sunday) on which the Bank and commercial banks are generally open for business in Luxembourg;

"Change-of-Control Event" means:

- (a) any person or group of persons acting in concert gains Control of the Company or of any entity directly or ultimately Controlling the Company; or
- (b) any person or group of persons acting in concert directly or indirectly through wholly owned subsidiaries owns more than 30% (thirty per cent.) of the share capital and voting rights of the Company; or
- (c) the Company is delisted from the regulated markets of Euronext Brussels and/or Euronext Paris.

"Change-of-Law Event" means the enactment, promulgation, execution or ratification of or any change in or amendment to any law, rule or regulation (or in the application or official interpretation of any law, rule or regulation) that occurs after the date of the Finance Contract and which, in the opinion of the Bank, would materially impair the Company's ability to perform its obligations under the Finance Documents (as defined in the Finance Contract);

"Company" means Bone Therapeutics SA, a *société anonyme*, organized under Belgian law, having its registered office at Rue August Piccard 37, 6041 Gosselies, Belgium, registered with the Register of Legal Entities (Hainaut, division Charleroi) under No. 0882.015.654;

"Completion" means, with respect to a Tranche, the date of the effective Subscription by the Subscriber, *i.e.*, full payment of the Subscription Price of the corresponding Warrants by the Subscriber pursuant to clause 2 (*Subscription*) and delivery by the Subscriber of its Subscription Form pursuant to its obligations set out in Part 3 of Schedule 2 (*Signing, Issuance, Satisfaction and Completion obligations*);

"Control" means the power in fact or in law to exercise a decisive influence on the appointment of the majority of the directors or on the orientation of the policy, as set out in article 1:14 *et seq.* of the BCCA;

"Criminal Offence" means any of the following illegal activities or activities carried out for illegal purposes: tax crimes (as referred to in the directive (EU) 2015/849 of 20 May 2015), fraud, corruption, coercion, collusion, obstruction, money laundering, financing of terrorism or any illegal activity that may affect the financial interests of the EU, according to applicable laws.

"Disbursement Date" has the meaning ascribed to it in the Finance Contract;

"EIB" means the European Investment Bank, created pursuant to the Treaty on the Functioning of the European Union, whose registered office is at 98-100, boulevard Konrad Adenauer, L-2950 Luxembourg, Grand-Duchy of Luxembourg;

"EIBa Warrants" means the Warrants to be subscribed by the Subscriber as a condition precedent to the disbursement of the Tranche A by the Bank;

"EIBb Warrants" means the Warrants to be subscribed by the Subscriber as a condition precedent to the disbursement of the Tranche B by the Bank;

"Event" means:

a Change-of-Control Event;

a Change-of-Law Event;

a Senior Management Change; and

more generally, any event provided in articles 5.2 (*Voluntary prepayment*) and 5.3 (*Compulsory prepayment*) of the Finance Contract;

"Exercise Notice" has the meaning ascribed to it in Clause 3.4;

"Exercise Period" has the meaning ascribed to it in Clause 3.4;

"Exercise Price" has the meaning ascribed to it in Clause 3.4;

"Existing Shares" means the 16,478,168 issued and outstanding ordinary shares without nominal value in the share capital of the Company, making up the entire issued share capital of the Company as of the Signing Date;

"Expiration Date" means the date on which the Warrants will expire, which is the fifth (5th) anniversary of the satisfaction of the conditions set out in Clause 6.3 of the Agreement of each corresponding Tranche;

"Fair Market Value" means:

- (a) for as long as the Shares will be listed on the regulated markets of Euronext Paris and Euronext Brussels, the lower of (a) the VWAP of a Share over the last 30 (thirty) days prior to the day the Put Option is exercised or (b) the closing stock price of the Company on the day the Put Option is exercised; or
- (b) at any time when the Shares would no longer be listed on the regulated markets of Euronext Paris or Euronext Brussels, the fair market value of a Share as determined in accordance with the provisions of Clause 3.7 (Put Option);

"Finance Contract" means the finance contract entered into on 30 June 2021 between EIB as lender and the Company as borrower, as amended from time to time;

"Fully Diluted Share Capital" means:

- (a) in respect of the EIBa Warrants, the fully diluted share capital of the Company (increased by the number of EIBa Warrants) at the Issuance Date of such EIBa Warrants; and
- (b) in respect of the EIBb Warrants, the fully diluted share capital of the Company (increased by the number of EIBb Warrants) at the Issuance Date of such EIBb Warrants.

"Issuance" means the issue of the EIBa Warrants and, as the case may be, the EIBb Warrants, each time subject to the condition precedent of receiving a disbursement offer under the Finance Contract from the Bank;

"Issuance Date" means, in respect of a Warrant Tranche, the date on which the relevant Issuance shall occur;

"Lead Organisation" means the European Union, the United Nations, the International Monetary Fund, the Financial Stability Board, the Financial Action Task Force and the Organisation for Economic Cooperation and Development;

"Loan" has the meaning set out in the Finance Contract.

"Maturity Date" means, with respect to each Tranche, five (5) years as from the Disbursement Date of such Tranche;

"New Shares" has the meaning ascribed to it in Clause 3.2;

"Public Take Over Bid" means a public offering by any person, or group of persons acting in concert, to purchase all outstanding Shares and other securities giving access to voting rights of the Company;

"Put Option" has the meaning ascribed to it in Clause 3.7;

"Put Option Cap" means the amount of the relevant Tranche;

"Put Option Notice" has the meaning ascribed to it in Clause 3.7;

"Put Option Price" has the meaning ascribed to it in Clause 3.7;

"Related Transferee" means the European Investment Fund (EIF) or any institution of the European Union and any vehicle or similar entity Controlled by the EIB, the EIF or any institution of the European Union;

"Sale" means a sale, assignment, transfer or other disposal of all (or substantially all) of the issued share capital in the Company;

"Senior Management Change" means that two or more Senior Management Personnel has ceased to be actively involved in the management of the Company within a period of twelve months without the Bank having given its prior written consent to such a change;

"Senior Management Personnel" means each of (i) Miguel Forte as Chief Executive Officer, (ii) Jean-Luc Vandebroek as Chief Financial Officer, (iii) Stefanos Theoharis as Chief Business Officer, (iv) Anthony Ting as Chief Scientific Officer and (v) Anne-Sophie Lebrun as Chief Operations Officer.

"Shares" means (i) the Existing Shares, as well as (ii) any new share to be issued by the Company from time to time (including upon exercise of the Warrants);

"Signing Date" means the date of this Agreement;

"Subscription" means the subscription of all the EIBa Warrants and, as the case may be, of all the EIBb Warrants;

"Subscription Form" means a subscription form substantially in the form set out in Part 2 of this Schedule 4 (*Warrants Terms and Conditions*);

"Subscription Price" means the total amount of EUR 0.01 per Warrant;

"Subsidiary" means a company in respect of which a power of Control exists as set out in article 1:15, 2° of the BCCA;

"Terms and Conditions" means the terms and conditions of the Warrants set out in this Schedule 4 (*Warrants Terms and Conditions*);

"Tranche" means either the Tranche A or Tranche B;

"Tranche A" has the meaning given to it in the Finance Contract;

"Tranche B" has the meaning given to it in the Finance Contract;

"VWAP" means the daily volume weighted average price of the Shares on the regulated markets of Euronext Brussels and Euronext Paris, as reported by Bloomberg L.P.;

"Warrantholder" means any holder of Warrants; and

"Warrants" means EIBa Warrants and/or the EIBb Warrants. Such Warrants are governed by the Terms and Conditions.

2.2 In the Terms and Conditions:

- (a) References to any document are references to that document as amended, consolidated, supplemented, novated or replaced from time to time;
- (b) References to Clause are to a clause of the Terms and Conditions;
- (c) Headings are inserted for convenience only and shall not affect the construction of the Terms and Conditions;
- (d) References to a **"person"** or **"persons"** shall include any individual, any form of body corporate wherever incorporated or situated, unincorporated association, firm, partnership, joint venture, consortium, association, institution, organization or trust (in each case whether or not having a separate legal personality);
- (e) A person includes a reference to that person's legal personal representatives, trustees in bankruptcy and successors;
- (f) References to **"EUR"** shall mean euros.

3. Issuance and form of the Warrant

<p>3.1 Number of Warrants and Subscription Price</p>	<p>A maximum of 1,300,000 Warrants will be issued under this Issuance, as follows:</p> <ul style="list-style-type: none"> - 800,000 EIBa Warrants; and/or - 500,000 EIBb Warrants. <p>The conversion ratio shall be, with respect to each Tranche:</p> <p style="text-align: center;">one (1) Warrant = one (1) ordinary share</p> <p>EUR 0.01 per Warrant to be paid upon subscription of each Warrant by way of set-off against a valid and payable receivable under the relevant Arrangement Fee.</p> <p>At Completion, with respect to each Tranche, the corresponding Warrants shall be deemed subscribed upon receipt by the Company of (i) a Subscription Form duly signed by the relevant Warrantholder, and (ii) the details regarding the set-off against a valid and payable receivable for an amount equal to the total Subscription Price of all Warrants subscribed by such Warrantholder.</p>
<p>3.2 Exercise ratio</p>	<p>Each Warrant shall entitle its holder, subject to the conditions set forth herein, to subscribe in cash (including for the avoidance of doubt, by way of set-off against valid and payable receivables), to one (1) ordinary share, to be issued for the Exercise Price (the "New Shares") (the "Exercise Ratio").</p> <p>The number of New Shares to which each Warrant gives the right to subscribe shall be, as the case may be, adjusted in accordance with the provisions of Clause 3.6.</p> <p>The exercise of Warrants may only result in the Subscription of a whole number of New Shares.</p> <p>When a Warrantholder exercises its Warrants and the corresponding number of new New Shares would not be a whole number, that Warrantholder may either request to subscribe for:</p> <ul style="list-style-type: none"> (a) the whole number of New Shares immediately lower than such number, in which case the Company shall pay to that Warrantholder a sum in cash equal to the Subscription Price of one New Share multiplied by the relevant fraction of New Shares (<i>rompu</i>); or (b) the whole number of New Shares immediately greater than such number, in which case that Warrantholder shall pay to the Company a sum in cash equal to the Subscription Price of one New Share multiplied by the additional fraction of New Shares so requested.
<p>3.3 Rights attached to the New Shares</p>	<p>The New Shares shall be issued, with respect to each Tranche, with the same rights as all existing ordinary shares with effect from the first day of the financial year of the</p>

	Company during which they have been subscribed.
3.4 Exercise Period and Exercise Price	<p>A. Exercise Period</p> <p>The Warrants are exercisable, as follows:</p> <ul style="list-style-type: none"> - EIBa Warrants as from the earlier of <ul style="list-style-type: none"> (i) the occurrence of an Event; and (ii) six (6) months prior to the Maturity Date of Tranche A, until the Expiration Date; - EIBb Warrants as from the earlier of <ul style="list-style-type: none"> (i) the occurrence of an Event; and (ii) six (6) months prior to the Maturity Date of Tranche B, until the Expiration Date, <p style="text-align: right;">(the "Exercise Period").</p> <p>If not duly exercised during the Exercise Period, the right to exercise the Warrants shall automatically lapse and the Warrants shall be deemed automatically null and void and irrevocably cease to be exercisable.</p> <p>In order to exercise its Warrants, the Warrantholder shall deliver by registered mail or express courier service at the registered office of the Company or by email in accordance with Paragraph 7 (<i>Notices</i>) below, an exercise notice substantially in the form set out in Part 3 of Schedule 4 (<i>Warrants Terms and Conditions</i>) (the "Exercise Notice").</p> <p>The Exercise Notice shall be sent within the relevant Exercise Period and the total Exercise Price of all relevant Warrants so exercised shall be paid within three (3) Business Days by the relevant Warrantholder to the Company.</p> <p>B. Exercise Price</p> <p>The exercise price means, with respect to each Tranche, the consideration to be paid by the Warrantholders to exercise the corresponding Warrants and to subscribe for New Shares which shall be equal to (the "Exercise Price") the lower of:</p> <ul style="list-style-type: none"> (a) the VWAP of the last thirty (30) days prior to the acknowledgment before the notary of the unconditional subscription of the Warrants; and (b) the closing stock price of the Shares on the day prior to the acknowledgment before the notary of the unconditional subscription of the Warrants.
3.5 Transferability of the Warrants	<p>Except for transfers to Related Transferees, the EIBa Warrants will not be transferable until six (6) months prior to the Maturity Date of Tranche A and the EIBb Warrants will not be transferable until six (6) months prior to the Maturity Date of Tranche B.</p> <p>However,</p> <ul style="list-style-type: none"> (i) in case of an Event, the Warrants will automatically become fully transferable; and (ii) in case of a capital increase by the Company in cash, the Warrants will automatically become fully transferable, in order

	to allow the transferee Warrantholder in accordance with article 7:71, 2 nd paragraph of the BCCA to exercise the Warrants early and participate as a shareholder in the capital increase, to the extent other shareholders benefit from this right.
3.6 Adjustments	Pursuant, among others, to article 7:71 of the BCCA, the Exercise Ratio shall be adjusted as provided in Part 4 of these Terms and Conditions.
3.7 Redemption of the Warrants	<p>(a) As from the earlier of (i) the occurrence of an Event and (ii) six (6) months prior to the Maturity Date, the Warrantholders may, alternatively to the exercise of such Warrants, require the Company to redeem all or part of such Warrants then exercisable but not exercised yet (the "Put Option") by delivering to the Company a written notice indicating the number of Warrants to be redeemed and the price offered by the Subscriber (the "Put Option Notice").</p> <p>Each Warrantholder accepts the Put Option as an option only, without any undertaking or obligation to exercise the Put Option.</p> <p>(b) In the event a Warrantholder exercises the Put Option and sends a Put Option Notice, the Company shall pay to such Warrantholder in respect of each Warrant addressed in the Put Option Notice, an amount in EUR equal to, if the shares of the Company are still listed, the difference between (x) the Fair Market Value and (y) the Exercise Price (the "Put Option Price").</p> <p>If the Exercise Price is higher than the Fair Market Value, then the Put Option Price shall be equal to EUR 0.01 per Warrant.</p> <p>The following principles shall apply to the determination of the Fair Market Value at any time when the Shares would no longer be listed on the regulated markets of Euronext Paris or Euronext Brussels:</p> <ul style="list-style-type: none"> (i) the Company and the Subscriber shall agree on the Fair Market Value within 10 (ten) Business Days following receipt of the Put Option Notice; (ii) in case of failure for the Company and the Subscriber to reach an agreement on the Fair Market Value within such 10 (ten) Business Day period, then the Company and the Subscriber shall appoint an independent expert (the "Expert") by mutual agreement within 5 (five) Business Days or, in case of failure to agree on the identity of the Expert during such period, by the president of the Enterprise Court of Brussels at the request of the most diligent of the Company and the Subscriber;

	<p>(iii) the Expert shall communicate its valuation of the Fair Market Value to the Company and the Subscriber within 30 (thirty) Business Days of its appointment. Such valuation shall be, in the absence of manifest error, final, binding and conclusive upon the Company and the Subscriber; it being however specified that should the Expert's valuation be lower than 90% of the Subscriber's estimated Put Option Price as indicated in the Put Option Notice, the Subscriber shall be able to withdraw its Put Option Notice within 5 (five) Business Days of receipt of the Expert's valuation;</p> <p>(iv) the fees, costs and expenses of the Expert shall be borne by the Company;</p> <p>(v) the Subscriber, the Company and as the case may be, the Expert shall apply the provisions of these Terms and Conditions in order to determine the Fair Market Value;</p> <p>(vi) the payment of the Put Option Price for the transferred Warrants, and the transfer of such Warrants shall be subject to: (i) the mutual agreement between the Company and the Subscriber or (ii) the receipt of the conclusions of the Expert which contains the determination of the Fair Market Value;</p> <p>(vii) the payment of the Put Option Price for the transferred Warrants, and the transfer of such Warrants shall be made within 30 (thirty) days following either (i) the Put Option Notice if an agreement between the Company and the Subscriber on the Fair Market Value has been reached or (ii) the determination of the Fair Market Value made by the Expert.</p> <p>For the avoidance of doubt, the Warrantholder may transfer any Warrants which it does not include in the Put Option Notice freely to any third party subject to a right of first refusal of the Company, in accordance with the provisions of Clause 3.9.</p> <p>Upon full payment by the Company of the Put Option Price for the transferred Warrants, the Company shall have no further obligations to the Warrantholder for the Warrant concerned which shall be immediately cancelled.</p> <p>The Warrantholders and the Company agree that forced execution of the Put Option may be requested in accordance with article 1144 of the Belgian Civil Code.</p> <p>The Company shall be entitled to substitute any third party for the performance of its rights and obligations under the Put Option provided that:</p>
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	<p>(i) the Company shall remain jointly and severally liable for the obligations so transferred; and</p> <p>(ii) the Company undertakes to ensure that any appointed third party acquiring Warrants pursuant to the Put Option:</p> <ol style="list-style-type: none"> (1) has the required capacity and authority to acquire any Warrants; (2) has a place of incorporation which is not (i) a jurisdiction classified by a Lead Organisation as weakly regulated and/or weakly supervised and/or non-transparent and/or uncooperative or equivalent, in connection with activities such as money laundering, financing of terrorism, tax fraud and tax evasion or harmful tax practices or (ii) a jurisdiction that is blacklisted by any Lead Organisation in connection with such activities; (3) is not under any material litigation, arbitration, administrative proceedings or investigation carried out by a court, administration or similar public authority, which, to the best of its knowledge and belief, is current, imminent or pending against the shareholder or its controlling entities or members of the shareholder's management bodies in connection with Criminal Offences; and (4) is in compliance with all European Union, and Belgian legislation applicable to it, including without limitation any applicable anti-corruption legislation. <p>If the Put Option Price calculated in accordance with Clause 3.7 (b) is greater than the Put Option Cap then the Put Option will only be exercised in respect of such number of Warrants the value of which is immediately less than the Put Option Cap (the "Exercisable Warrants"). The remaining Warrants that are not sold under the Put Option shall be the "Remaining Warrants".</p> <p>For the avoidance of doubt, the Remaining Warrants will be freely transferable as per the provisions of Clause 3.5 above, but will remain subject to the provisions of Clause 3.9 below.</p>
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	<p>The Remaining Warrants will no longer benefit from the Put Option.</p> <p>For the avoidance of doubt, the exercise of the Put Option shall not give right for a Warrantholder to receive, in aggregate, more than the Put Option Cap.</p> <p>It is also specified that, in the event the Put Option is exercised by the Warrantholders, the Company will have the ability to be substituted by any third party pursuant to the conditions set forth in Clause 3.7(b) above. In absence of such a substitution, Company and Warrantholders will find a mutually acceptable solution to avoid an excessive burden for the Company in connection with the related payment.</p>
3.8 Form of the Warrants	Each Warrant shall be in the registered form (<i>titres nominatifs</i>). Each Warrant shall be registered in a folio in the name of the relevant Warrantholder in the Company's register of Warrants. The New Shares will be issued in dematerialised or registered form at the shareholder's option.
3.9 Right of first refusal	Without prejudice of the provisions of Clause 3.7, in cases the Warrantholders have the right to transfer the Warrants, the Company, its nominees or its shareholders (in this order) shall be granted a right of first refusal to buy back the Warrants owned by the Warrantholders and offered for sale to a third party under the same terms and conditions of such third party's offer, provided that such right of first refusal shall not apply if the contemplated sale occurs within the scope of a public take over launched by a third party.
3.10 Drag along/Tag along	In case of a Public Takeover Bid on the Company, the Company has the right and, at the request of the Bank, the obligation to buy back the Warrants at the market price of the Warrants defined by the bidder in connection with such Public Takeover Bid. For the avoidance of doubt, the Put Option Cap does not apply in this case.
3.11 Cancellation of the Warrants	If a Tranche is not disbursed to the Company in accordance with the terms and conditions of the Loan after the effective issuance of Warrants related to that Tranche, these Warrants shall be automatically cancelled.

4. Restrictions on asset disposals

Until the Expiration Date of the Warrants, the Company shall not, and shall procure that no Subsidiary shall, either in a single transaction or in a series of transactions whether related or not and whether voluntarily or involuntarily dispose of all or any part of its business, undertaking or assets (including any shares or security of any entity or a business or undertaking, or any interest in any of them).

This prohibition does not apply to any such disposal:

- (i) made with the prior written consent of the Bank (such consent not to be unreasonably withheld);
- (ii) made on arm's length terms in the ordinary course of business of the Company or the Subsidiary;

- (iii) made on arm's length terms and at fair market value for cash, which is reinvested in assets of comparable or superior type, value and quality;
- (iv) made on arm's length terms in exchange for other assets comparable or superior as to type, value and quality;
- (v) by the Company or Subsidiary to another Subsidiary or the Company;
- (vi) constituted by a licence of Intellectual Property Rights;
- (vii) made in relation to non-material assets which have depreciated to less than 25% (twenty five per cent.) of their initial value or which are obsolete;
- (viii) disposals where the higher of the market value or consideration receivable for such disposals does not exceed (x) 10% (ten per cent.) of Total Assets during any financial year, and (y) 25% (twenty five per cent.) of Total Assets during the term of the Warrant; or
- (ix) arising as a result of permitted security (under the Finance Contract),

provided that the disposal is not of assets forming part of the Investment (as defined under the Finance Contract) or shares in subsidiaries holding assets forming part of the Investment, which may not be disposed of unless either (a) the Company consults the Bank in relation to such disposal, and the Bank approves the disposal (such approval not to be unreasonably withheld), or (b) the proceeds of the disposal are applied to prepay the Bank.

For the purposes of this Clause, "dispose" and "disposal" includes any act effecting sale, transfer, lease or other disposal.

5. **Restrictions on distributions**

Until the Expiration Date of the Warrants, the Company shall not, and shall procure that no Subsidiary shall, declare or distribute dividends, or return or purchase shares, save for:

- (i) with the prior written consent of the Bank;
- (ii) payments to the Company or a company Controlled by it as a result of a solvent liquidation or reorganisation; and
- (iii) any dividend payments made by any Subsidiary.

6. **Amendments**

The Company may not amend the Terms and Conditions, in any manner whatsoever, without the prior consent of the Warrantholders on the proposed amendments. Notice of any such amendments shall be given to the Warrantholders in accordance with Clause 7.

7. **Notices**

Notices given pursuant to the Terms and Conditions shall be deemed to have been duly given if they are delivered by hand with acknowledgement of receipt, sent by registered post with acknowledgement of receipt, by email or by any means provided that the acknowledgement of receipt can be proved (such as express mail or courier service).

The address and email of the Company for the purpose of these Terms and Conditions are as follows:

Attention: the CEO and the Investor Relations
 Rue Auguste Piccard 37
 B-6041 Charleroi
 Email: investorrelations@bonetherapeutics.com



The address and email of the EIB for the purpose of these Terms and Conditions are as follows:

Attention: OPS/ENPST/2
European Investment Bank
100, boulevard Konrad Adenauer
L-2950 Luxembourg
Email: OPS-ENPST2-Secretariat@eib.org

All such notices shall be deemed to have been served as follows:

- (a) if delivered by hand, on the date of delivery to the recipient (as evidenced by the acknowledgement of receipt);
- (b) if sent by registered post with acknowledgement of receipt or by any other means provided that the acknowledgement of receipt can be proved, on the date of delivery to the recipient (as evidenced by the acknowledgement of receipt);
- (c) if sent by email, on the date of transmission, confirmed by return Email by an authorised officer of the Subscriber to have been received in readable form, in the case of an e-mail sent by the Company to the EIB.



Part 2

Subscription form of Warrants

Bone Therapeutics SA

Société Anonyme

Registered office: Rue Auguste Piccard 37, 6041 Gosselies, Belgium

(the "Company")

SUBSCRIPTION FORM

1. Amount and conditions of the share capital increase

By its decision of [____], the shareholders' meeting of the Company held on [____], resolved on the issuance, subject to the condition precedent of receiving a disbursement offer under the Finance Contract from us, of a maximum of [____] [EIBa/EIBb] Warrants, the terms and conditions of such Warrants being attached to this subscription form (the "Warrants").

2. Subscription

We, the undersigned, acting in our capacities as duly authorised signatories of the European Investment Bank, after having acquainted ourselves with the terms and conditions of the issuance and exercise of the Warrants described in the documentation delivered to us and in the current subscription form,

Declare that the European Investment Bank hereby subscribes, for its behalf and on its own account, [800,000 EIBa Warrants] [OR] [500,000 EIBb Warrants] issued by the Company representing a total subscription price equal to EUR [____] to be fully paid up against a due and payable receivable which it owns against the Company.

Done in Luxembourg,

In [two (2)] originals

On _____

_____ and _____

NAME:

NAME:

TITLE:

TITLE:

For and on behalf of:

European Investment Bank

NB: the Subscriber shall add the following handwritten mention before his signature "*Subscription of [____] [EIBa/EIBb] Warrants confirmed*"

Part 3

Form of Exercise Notice

From: [] (the "Warrantholder")

To: Bone Therapeutics SA, as the Company

Re: Exercise Notice of Warrants

Dear Sirs,

We refer to the terms and conditions of the Warrants issued by the Company on [] (the "Terms and Conditions").

Unless otherwise defined in this letter, words and expressions defined in the Terms and Conditions have the same meaning when used in this letter.

We inform you of our intention to exercise [][EIBa/EIBb] Warrants on [] in accordance with the terms and procedures set out in the Terms and Conditions, and accordingly to receive from the Company [] New Shares.

The aggregate Exercise Price for the exercise of these [][EIBa/EIBb] Warrants amounts to [] (EUR []) to be paid in cash by wire transfer to the bank account of the Company or by way of offset against a receivable owned by [Warrantholder] against the Company.

[Warrantholder]

By: _____

Name: []

Title: []

Part 4

Adjustments of the exercise ratio

The rights of the Warrantholders will at all times be preserved in accordance with article 7:71, 1st paragraph BCCA without reducing the benefits of the Warrantholders.

If a corporate transaction having an impact on the number or value of the Shares occurs after the issuance of the Warrants, the Exercise Ratio will be adjusted, so that the number of Shares issued upon the exercise of Warrants following the occurrence of any such event shall be adjusted (if and to the extent necessary) so that, following such adjustment, the Warrantholder shall be entitled to receive a number of Shares that would allow such Warrantholder using a full ratchet price protection to maintain the same percentage in the Fully Diluted Share Capital of the Company it held at the time of issuance of the Warrants and prior to such event, as set out in more detail in the provisions set out below (for the avoidance of doubt, it is specified that capital issuance arising upon exercise of the Warrants shall not give right to any adjustment).

(a) Reorganization of Shares

If the Company (i) subdivides its Shares into a larger number of Shares, (ii) consolidates its Shares into a smaller number of Shares, (iii) increases or reduces the number of Shares by reclassifying the Shares (without increasing or reducing the share capital of the Company), the number of Shares to be issued upon the exercise of Warrants following the occurrence of any such event shall be adjusted (if and to the extent necessary) so that, following such adjustment, the Warrantholder shall be entitled to receive a number of Shares that would allow such Warrantholder using a full ratchet price protection to maintain the same percentage in the Fully Diluted Share Capital of the Company it held at the time of issuance of the Warrants and prior to such event. An adjustment made in accordance with this provision shall become effective immediately after the effective date of the relevant event. The Company shall inform the Warrantholders of such adjustment by way of a Notice within two (2) business days after the effective date of the relevant event.

(b) Merger or demerger

In the event of (i) a merger of the Company with another person or entity pursuant to which the Company is not the surviving entity, or (ii) a demerger of the Company, where in both cases (i) and (ii) the Shares of the Company are exchanged for shares, other securities, cash or other property of one or more other persons, then the number of Shares to be issued upon exercise of the Warrants after one of these events shall (if applicable) be adjusted on the basis of the exchange ratio of the existing Shares so that, after having made such adjustment, the Warrantholder may receive upon exercise of such Warrants, if any, a number of shares, other securities, cash or other property of the successor or acquirer that would allow such Warrantholder using a full ratchet price protection to maintain the same percentage in the Fully Diluted Share Capital of the Company it held at the time of issuance of the Warrants and prior to such event. An adjustment made in accordance with this provision shall become effective immediately after the effective date of the relevant event. The Company shall inform the Warrantholders of such adjustment by way of a Notice within two (2) business days after the effective date of the relevant event.

(c) Changes in the Company's capital structure

In the event of transactions constituting changes to the Company's share capital including, but not limited to, capital increases or decreases (including those subject to conditions precedent), the issuance of New Shares, the payment of dividends, the issuance of warrants, convertible bonds or other financial instruments of the Company, and modifications to the articles of association having an effect on the allocation of profits or distribution of liquidation bonuses, then the number of Shares to be issued upon exercise of the Warrants after one of these events shall (if applicable) be adjusted so that, following such adjustment, the Warrantholder shall be entitled to receive a number of

Shares that would allow such Warrantholder using a full ratchet price protection to maintain the same percentage in the Fully Diluted Share Capital of the Company it held at the time of issuance of the Warrants and prior to such event. An adjustment made in accordance with this provision shall become effective immediately after the effective date of the relevant event. The Company shall inform the Warrantholders of such adjustment by way of a Notice within two (2) business days after the effective date of the relevant event.

The above-mentioned adjustments shall not apply to the following securities issues:

- (i) For the issue of share options or similar incentive schemes approved unanimously by the Board of Directors of the Company, up to 10% in aggregate of the Company's Fully Diluted Share Capital on the date of this Agreement for the benefit of the Company's employees, consultants, and/or board members in connection with a management incentive scheme or similar program at the Company; or
- (ii) If the following criteria are satisfied cumulatively:
 - (1) the total Share issuance does not exceed EUR 15,000,000 in aggregate as from the Disbursement Date of Tranche A; and
 - (2) The price per Share exceeds the higher of (x) the price per Share at the time of disbursement of Tranche A and (y) the price per Share at the time of disbursement of Tranche B; or
- (iii) If the following criteria are satisfied cumulatively:
 - (1) The proceeds from the equity raise are fully applied to grow the business of the Company; and
 - (2) The equity injection is made at a price per Share higher than EUR 15.



IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed in 3 (three) originals in the English language.

At Luxembourg and Gosselies, this 1 July 2021

Signed for and on behalf of
EUROPEAN INVESTMENT BANK

Signed for and on behalf of
BONE THERAPEUTICS SA

DONALD FITZPATRICK
HEAD OF DIVISION

CHARLOTTE HILL
LEGAL OFFICER

Name: Finsys Management SRL,
permanently represented by Mr Jean-Luc
Vandebroek
Title: Special attorney-in-fact

Name: mC4Tx SRL, permanently
represented by Mr Miguel Forte
Title: Special attorney-in-fact