



Press Release



MEDTECH ANNOUNCES \$15 MILLION NOTE FINANCING

Investment by Ally Bridge Group, a global healthcare-focused investment Group

November 2, 2015, Montpellier, France – MEDTECH (Euronext, FR0010892950 – ROSA (“**Medtech**” or the “**Company**”)), a company specialized in designing, developing and marketing innovative surgical assistance robots, announced today that it has obtained a commitment from Ally Bridge Group (“**ABG**”), a global healthcare-focused investment group, for a purchase of convertible notes maturing in 2020, otherwise known as OCABSA 2020 (the “**Convertible Notes**”), and warrants to purchase shares of its common stock (the “**Warrants**”, and together with the Convertibles Notes, the “**Securities**”).

Gross proceeds to the Company are expected to be \$15 million, prior to the payment of placement agent fees and expenses.

Net proceeds from the transaction are intended to be used for the development of ROSA™ Brain and ROSA™ Spine, the Company’s two major products, as well as general corporate purposes, which may include working capital, continued investment in geographic expansion, research and development, and strategic business development opportunities.

Bertin Nahum, CEO and Founder of Medtech stated: “The investment from Ally Bridge Group provides strong validation for our ROSA™ robotic surgery system and comes at a key juncture in the Company’s development. We are continuing to build momentum for ROSA™ adoption in neurosurgery on a global basis and we are in the early stages of launching ROSA™ for spine surgery. We are on track to receive FDA clearance for ROSA™ Spine in the coming months, which will allow us to enter the large U.S. spinal market. In addition, as our installed base grows, we are evaluating opportunities to leverage our strong customer relationships and the capabilities of the ROSA™ robot to expand our business model with complementary surgical product offerings.”

"Medtech S.A., with a proven track record in the field of robotic surgery, has developed truly differentiated robotic products to enable high-precision minimally invasive brain and spine surgeries. The Ally Bridge team has visited leading neuro-surgeons at a number of major medical centers in the US, China and Europe and has been impressed by the very positive feedback from them. Particularly, ROSA Brain is establishing itself as the gold standard for minimally invasive epilepsy surgery around the world. In the meantime, ROSA Spine is creating a new standard for minimally invasive spine surgery," said Frank Yu, Founder, CEO and CIO of Ally Bridge Group. "Medtech S.A. represents a new breed of French companies that couple elegant technology with an open, proactive global business approach. Ally Bridge Group looks forward to partnering with the Company to accelerate the adoption of the ROSA™ system around the world."



Press Release



The Convertible Notes will pay interest semi-annually at an annual rate of 2.00%, either in cash or accrued to the Principal Amount at the Company's election. The Notes will be convertible into common shares of the Company's at the end of each quarter until expiry, in full or in part, and based on the applicable conversion ratio at such time (which will be set at one Note for one common share of the Company, subject to adjustments). In addition, the holder of the Notes will be entitled to a number of Warrants (0.40 per Note) which may be exercised based on the exercise price of EUR 32.83. A detailed description of the Securities is attached as a Schedule to this press release.

On an illustrative basis, the total dilution of the transaction would cause a shareholder holding 1% of Medtech's capital before the issuance to hold a stake of 0.79% in case of full conversion of the Notes and full exercise of the Warrants.

The Company is also currently discussing with other potential investors, and may consider increasing the size of the issuance until 21 days prior to the general assembly meeting to be held on December 10, 2015. In such case, the Company will issue a new press release determining the definitive conditions of the issuance.

The Company shareholders' general meeting will be called to authorize the transaction and waive the preferential subscription rights attached to the shares in favor of a category of investors defined pursuant to Article L. 225-138 of the French Commercial Code (*Code de commerce*). Only institutional investors will be able to take part in the transaction and no offer of the Securities to the public will be made.

Stifel acted as exclusive placement agent for this transaction.

The transaction is not subject to a prospectus approved by the French Financial Market Authority (Autorité des marchés financiers) (AMF). Detailed information on Medtech is available together with all the press releases and other regulated information about the Company, at the Company's website (www.medtech.fr).



Press Release



About MEDTECH

Founded in 2002 by Bertin NAHUM and based near Montpellier, MEDTECH is a European specialist in the design, development and marketing of innovative robotic appliances to assist surgeons during their medico-surgical interventions, thus contributing to the implementation of safer, more efficient, less-invasive treatment.

In 2007, MEDTECH developed ROSA™, an innovative technological device devoted to brain surgery procedures. ROSA™ has been approved in Europe, the United States and Canada.

In 2013 Medtech received the « European Company of the Year Award” in the “robotic neurosurgery” category from Frost & Sullivan.

In July 2014, MEDTECH obtained the CE marking for its new product ROSA™ Spine, a robotic- assistive device for minimally invasive surgery of the spine.

In October 2014, MEDTECH won the « Révélation » prize in the Mediterranean Deloitte Technology Fast 50 Awards.

About ALLY BRIDGE GROUP

Ally Bridge Group ("ABG"), founded and led by Frank Yu, is a global healthcare-focused investment group managing over USD1 billion in assets with a portfolio of innovative healthcare companies in the U.S., Europe and China.

ABG has expertise in cementing strategic partnerships between emerging healthcare companies and industry leaders, and across different geographies between the United States, Europe and China.

On April 30, 2015, ABG announced – and, on August 14, 2015, signed the definitive merger agreement for – the USD3.3 billion take-private deal of WuXi PharmaTech, a leading global life science service company.

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Press Release



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Press Release



Schedule – Description of the Securities

Description of the Securities

Medtech will issue convertible notes maturing in 2020, otherwise known as OCABSA 2020 (the “**Convertible Notes**”) and warrants to purchase shares of its common stock (the “**Warrants**” together with the Convertibles Notes, the “**Securities**”).

1. DESCRIPTION OF THE CONVERTIBLE NOTES

1.1 Type and class of the Convertible Notes

The Convertible Notes to be issued by Medtech constitute securities that confer certain rights to receive shares within the meaning of Articles L. 228-91 et seq. of the French Commercial Code (*Code de commerce*).

In accordance with Article L. 211-3 of French Monetary and Financial Code (*Code monétaire et financier*), the Notes will be mandatorily recorded in securities accounts and records held by the Company or the authorized intermediary, as the case may be.

1.2 Currency

The Convertible Notes will be denominated in Euro.

1.3 Number of Convertible Notes issued / Par value of the Convertible Notes

The nominal amount of the issue will be EUR 13,615,321.78, represented by 452,363 Notes, each with a par value of EUR 30.10, representing (i) a premium of 10% over the volume-weighted average trading price of the Company’s shares over the period of 30 days preceding October 30, 2015.

1.4 Nominal interest rate

The Convertible Notes will accrue interest as from the Issue Date (as defined below) at an annual nominal rate of 2%, payable semi-annually. The interest will, at the Company’s option, be paid in cash or capitalized and added to the then outstanding principal amount of the Convertible Notes on June 30 and December 31 of each year until the maturity date or the next Business Day if such date is not a Business Day (each an “**Interest Payment Date**”) and shall itself bear interest.

Should the Company choose to capitalize the interest, the Company shall issue additional Convertible Notes for an amount equal to the amount of the interest to be capitalized, divided by the price of the Notes, i.e EUR 30.10 (subject to legal and contractual adjustments), if this constitutes a whole number of Notes, or the whole number of Notes immediately below such number. The additional Notes shall be delivered to the Note holder within ten (10) Business Days after the Interest Payment Date.



Press Release



1.5 Expected issue date

The Convertible Notes are expected to be issued on December 11, 2015 (the “Issue Date”).

1.6 Maturity Date

The term of the Convertible Notes from the Issue Date to the maturity date is five (5) years.

1.7 Restrictions on the transferability of the Convertible Notes

The Convertible Notes will not be admitted to trading nor listed on a regulated market. The Convertible Notes shall be registered through Euroclear.

1.8 Rights attached to the Convertible Notes, ranking of the Convertible Notes

1.8.1 Rights attached to the Convertible Notes

The Convertible Notes give right to payment of interest on a semiannual basis and will be redeemed at maturity or at an earlier redemption date. The Convertible Notes are convertible into common shares of the Company.

1.8.2 Ranking of the Convertible Notes

The Convertible Notes and their interest constitute senior, unsecured, direct, unconditional, unsubordinated and unguaranteed obligations of the Company, ranking equally among themselves and, subject to statutory exceptions, *pari passu* with all other present or future unsecured debts and guarantees of the Company.

1.8.3 Restrictions to the transfer of the Convertible Notes

The Convertible Notes are not subject to any specific transfer restrictions.

1.9 Redemption

1.9.1 Redemption of the Convertible Notes at maturity

Unless the Convertible Notes have been redeemed early or converted, the outstanding principal amount will be fully redeemed at par value on the fifth anniversary of the Settlement Date, which is expected to be between December 16, 2015 and December 18, 2015 (at the latest).

1.9.2 Redemption at the option of the Note holder

The Convertible Note holder may, at its option, at any time, subject to prior notice of a least thirty (30) calendar days, proceed with the early redemption of all or part of its Convertible Notes up to the principal amount plus interest accrued since the last Interest Payment Date until the date set for early redemption, if (i) the trading of the Company’ shares is suspended for a period exceeding thirty (30) consecutive Trading Days (as defined below), or (ii) the Company’s shares cease to be listed on the regulated market of Euronext Paris prior to a qualified underwritten public offering of no less than USD 30 million on a major U.S. stock exchange (“**QIPO**”), or (iii) in case of an Event of Default (as defined below), the Company fails to rectify within (30) consecutive Business Days following notice thereof, or (iv) in the event of a Change of Control or in the event of a disposal by the Company of one or more assets critical to the operation of its business.



Press Release



A “**Business Day**” means any day (other than a Saturday or a Sunday) on which banks in Paris are opened.

An “**Event of Default**” means any of the following events:

- (a) the Company defaults on payment, on the due date of any amount in respect of any Note and such default is not remedied within five (5) Business Days as from the due date;
- (b) the Company fails to perform any of its other obligations under the terms of the Convertible Notes and such default is not remedied within fifteen (15) Business Days as from the date of receipt by the Company of written notice of such default given by the Representative of the Masse (as defined below);
- (c) a default on payment of any of the Indebtedness (as defined below) or of a guarantee of Indebtedness of the Company or Material Subsidiary (as defined below) in an amount greater than to at least EUR 2,500,000 (or the equivalent in any other currency), on the due date or at the end of any grace period, as the case may be;
- (d) acceleration in respect of any Indebtedness or of a guarantee of Indebtedness of the Company or one of its Material Subsidiaries in an amount equal to at least EUR 2,500,000 (or the equivalent in any other currency) if such Indebtedness or such guarantee of Indebtedness is not repaid or such acceleration is not cancelled, on the day of receipt by the Company of (with copy to the Centralizing Agent), of the written notice of such default given by the Representative of the Masse;
- (e) the Company or one of its Material Subsidiaries makes any proposal for a general moratorium in relation to its debt or requests the appointment of a *mandataire ad hoc*, becomes subject to a conciliation proceeding (*procédure de conciliation*), judicial liquidation (*liquidation judiciaire*) or the sale of all of its business (*cession totale de l'entreprise*) or of any other equivalent measure or proceeding;
- (f) the Company ceases to carry on, directly or indirectly, all or a material part of its business or other operations, except for the purposes of and followed by a merger (*fusion*) or reorganization (*cession, scission or apport partiel d'actifs*);
- (g) the Company's shares are no longer admitted to trading on Euronext Paris or on any other regulated market within the European Economic Area;
- (h) the Company changes the scope of the principal business, approves the development of any new line of business, or enters into any business other than the Company's principal business so that the principal business is materially affected by such development of new line of business or entering into any new business;
- (i) the Company incurs any indebtedness such that the outstanding indebtedness is in excess of EUR 15 million in the aggregate for the Company and its wholly-owned Subsidiaries (it being specified that the amounts payable under the Notes shall not be taken into account to calculate this amount); or



Press Release



- (j) the failure of the Company to opt out of or otherwise eliminate any existing double voting rights prior to a qualified US initial public offering of no less than USD 30 million on a major US exchange.

“Indebtedness” means any bank or financial debt arising from the obligation to repay sums borrowed for a period of at least one year and affected by the establishment of a contract or any instrument whatsoever, excluding supplier credits, intra-group loans and financial lease (*crédit-bail*).

“Material Subsidiary” means (i) any wholly-owned Subsidiary, or (ii) any future Subsidiary (as defined below) whose external revenue represents at least 5% of the consolidated revenue of the Company or whose total assets represent at least 5% of the consolidated assets of the Company, calculated on the basis of the latest financial statements of the Subsidiary and the latest consolidated financial statements of the Company.

“Trading Day” means any day on which trading occurs on Euronext Paris.

Any Convertible Note holder who wishes to request the early redemption of some or all of his or her Convertible Notes must submit a request to the financial intermediary holding its Convertible Notes in a securities account. The early redemption request shall be irrevocable once received by the Centralizing Agent.

1.9.3 Early Redemption at the option of the Convertible Note holder in the event of a Change of Control of the Company

In the event of a Change of Control or in the event of a disposal by the Company of one or more assets critical to the operation of its business, any Convertible Note holder may, at its sole option, request the early redemption in cash of all or part of the Convertible Notes owned by such Convertible Note holder as provided below.

The Convertible Notes will be redeemed at their principal amount together with any accrued interest thereon between the most recent Interest Payment Date (or, as the case may be, the Issue Date) and the date on which the early redemption is to occur.

In the event of a Change of Control or in the event of a disposal by the Company of one or more assets critical to the operation of its business, the Company will inform the Convertible Note holders by means of a notice by registered letter to the Representative of the Masse, a notice published in a financial newspaper with national circulation in France, and a notice issued by Euronext Paris, no later than thirty (30) calendar days after the effective date of such Change of Control. Such notices must inform Convertible Note holders of their option to require redemption of their Convertible Notes, and must indicate (i) the scheduled date for the early redemption of the Convertible Notes, which must be between the 25th and 30th Business Days following the later of the date of publication of the notice in a financial newspaper with national circulation and the date of publication of a notice by Euronext Paris, (ii) the redemption amount, and (iii) the period, lasting at least fifteen (15) Business Days from the publication of the notice in a financial newspaper with national circulation in France and at least five (5) Business Days before the anticipated redemption date, during which requests for early redemption of the Notes and the corresponding Notes must be received by the Centralizing Agent.



1.9.4 Cancellation of the Convertible Notes

The Convertible Notes redeemed upon or prior to maturity and the repurchased Convertible Notes will be cancelled in accordance with French law.

1.9.5 Conversion Right

Convertible Note holders will have the right, at any time, until and including the seventh Business Day preceding the maturity date or the early redemption date, to receive shares of the Company, to be delivered by means of set-off against amounts owed under the Convertible Notes, at the ratio, of one (1) share of the Company with a par value of EUR 0.25 for one (1) Note (the “**Conversion Right**”), subject to legal and contractual adjustment.

The Convertible Notes will be automatically converted into shares of the Company upon the closing of a QIPO.

In the event of an increase in share capital, merger, spin-off or issuance of new shares or securities conferring rights to receive shares of the Company, or other financial transactions conferring preferential subscription rights or reserving a priority subscription period for shareholders of the Company, the Company will be entitled to suspend the exercise of Conversion Right during a period not exceeding three months or for any other period as may be specified by applicable regulations. Any such suspension will not affect the Conversion Right of holders of the Convertible Notes that are called for redemption or the exercise period.

For Convertible Notes redeemed upon or prior to maturity, the Conversion Right will expire at the end of the seventh Business Day preceding the redemption date.

In accordance with Article L. 228-99 of the French Commercial Code, the Company will adjust the Conversion Right in the event of certain financial transactions.

In addition, the Company has agreed to the following specific contractual adjustments of the Conversion Right:

(i) Revenue target adjustment which shall occur if the Company’s aggregate consolidated turnover for fiscal year 2016, 2017 and 2018 is less than EUR 60 million and the volume-weighted average price for the six-month period immediately following the date of the calculation of the 2016–2018 aggregate consolidated turnover is below EUR 27. In such case, the Note holders shall have the right to exercise their Conversion Right at a conversion ratio which shall be of X shares for one Note (X being the Notes par value divided by an adjusted notes subscription price which shall be the higher of (a) the resulting volume-weighted average price and (b) EUR 20.00).

(ii) Public offering adjustment which shall occur if the Company makes a public offering on any stock exchange at a price below EUR 30.10. In such case, the Note holders shall have the right to exercise their Conversion Right at a conversion ratio which shall be of Y shares for one Note (Y being the Notes par value divided by the price of one share offered in the context of the public offering).



Press Release



1.10 Representation of Note holders

In accordance with Article L. 228-103 of the French Commercial Code (*Code de commerce*), the Note holders are grouped into a collective body (“**Masse**”), with the status of a legal entity, in order to protect their common interests. The general meeting of Note holders is called to approve the amendments to the terms and conditions of the Convertible Notes and to vote on all decisions that require its approval under applicable law. The general meeting of Note holders also deliberates on merger or spin-off proposals of the Company pursuant to Articles L. 228-65, I, 3°, L. 236-13 and L. 236-18, as well as Article L. 228-73 of the French Commercial Code (*Code de commerce*), the provisions of which will apply.

Under currently applicable French law and regulations, each Convertible Note carries the right to one vote. The general meeting of Note holders only validly deliberates if the Note holders present or represented hold at least one-quarter of the Convertible Notes carrying voting rights on the first calling and at least one-fifth on the second calling. Decisions of the general meeting of Note holders are only valid if approved by a majority of two-thirds of the votes of Note holders present or represented.

Pursuant to Article L. 228-47 of the French Commercial Code (*Code de commerce*), if the Convertible Notes are held by multiple Note holders, the appointed representative of the Masse of Note holders will be elected by the general meeting of Note holders.

1.11 Applicable Law

The Convertible Notes will be issued pursuant to the provisions of French Law.

1.12 Dilution resulting from the conversion of the Notes

After the entire conversion of the Notes, the Note holders may hold 15.9% of the share capital of the Company.

2. INFORMATION RELATED TO THE WARRANTS ATTACHED TO CONVERTIBLE NOTES

2.1 Description of the Warrants that will be delivered upon exercise of the Conversion Right

The Warrants to be issued by the Company constitute securities that confer certain rights to receive shares within the meaning of Articles L. 228-91 et seq. of the French Commercial Code (*Code de commerce*).

To each issued Note will be attached 0.4 Warrant(s), each Warrant giving the right to subscribe to one (1) ordinary share of the Company subject to legal adjustments.

The Warrants will be issued in bearer form and will not be registered nor listed on Euronext Paris. The Warrants shall be registered through Euroclear.

In accordance with Article L. 211-3 of French Monetary and Financial Code (*Code monétaire et financier*), they will be compulsorily recorded in securities accounts and records held by the Company or the authorized intermediary, as the case may be.

2.2 Currency of issuance of the Warrants

The Warrants will be denominated in Euros.



2.3 Rights attached to the Warrants

One Warrant entitles the holder to subscribe to one share each with a par value of EUR 0.25. The strike price for each Warrant shall be equal to a premium of 20% based on the volume-weighted average trading price of the Company's shares over a 30-day period preceding October 30, 2015, *i.e.* EUR 32.83.

Subject to the conditions suspending the possibility to exercise Warrants, Warrant holders may, at any time from the Issue Date until the expiration of 5-year period (*i.e.*, until December 11, 2020 included), exercise their Warrants to obtain ordinary shares. Warrants that have not been exercised on December 11, 2020 at the latest shall become null and void.

2.4 Restrictions on the transfer of Warrants

Each Warrant holder may freely transfer its Warrants.

2.5 Representation of Warrant holders

In accordance with Article L. 228-103 of the French Commercial Code (*Code de commerce*), the Warrant holders are grouped into a collective body ("**Warrant Masse**"), with the status of a legal entity, in order to protect their common interests. The general meeting of Warrant holders is called to approve the amendments to the terms and conditions of the Warrants and to vote on all decisions that require its approval under applicable law. The general meeting of Warrant holders also deliberates on merger or spin-off proposals of the Company pursuant to Articles L. 228-65, I, 3°, L. 236-13 and L. 236-18, as well as Article L. 228-73 of the French Commercial Code (*Code de commerce*), the provisions of which will apply.

Under currently applicable French law and regulations, each Warrant carries the right to one vote. The general meeting of Warrant holders only validly deliberates if the Warrant holders present or represented hold at least one-quarter of the Warrants carrying voting rights on the first calling and at least one-fifth on the second calling. Decisions of the general meeting of Warrant holders are only valid if approved by a majority of two-thirds of the votes of Warrant holders present or represented.

2.6 Dilution resulting from the exercise of the Warrants

After the entire exercise of the Warrants, the Warrants holders may hold 7% of the share capital of the Company.

2.7 Theoretical value of a Warrant

As an indication, the reference price of EUR 28.03 for one Company share (weighted average market price for the three stock market sessions preceding October 30, 2015) leads to a theoretical Warrant valuation range of between EUR 5.93 and EUR 10.72 per Warrant for a volatility level of between 30.00% and 50.00%, taking into account the adjustment of the stock market price at the moment of distribution of the Warrants.



Press Release

3. INFORMATION RELATED TO THE CONVERSION SHARES

3.1 Description of the Conversion Shares that will be delivered upon exercise of the Conversion Right

The new shares issued upon conversion of the Convertible Notes and exercise of the Warrants will be ordinary shares of the same category as the existing shares of the Company (the “**Conversion Shares**”).

The Conversion Shares will carry dividend rights from the first day of the financial year in which the date of exercise falls and will give right, in respect of such financial year and subsequent years, on equal par value, to the same dividend per share (or interim dividend) as that paid to other shares carrying the same rights.

The Conversion Shares will be subject to periodic listing applications for trading on Euronext Paris on a secondary listing, until the close of the trading day preceding that during which the existing shares are traded ex-dividend, paid in respect of the financial year which precedes that in which the date of exercise falls, or until the close of the trading day of the ordinary general meeting of shareholders which will vote on the accounts for such financial year if this general meeting does not approve a dividend to shareholders.

Consequently, the Conversion Shares will be fungible with existing shares of the Company and traded on the same listing as such shares under the same ISIN code FR0010892950, from the trading day on which the existing shares are traded ex-dividend in respect of the financial year prior to that in which the date of exercise falls or, if no dividend is paid, from the trading day which follows the ordinary general meeting of shareholders approving the accounts for such financial year

3.2 Currency of the Conversion Shares

The Conversion Shares will be issued in Euros.

3.3 Ranking of the Conversion Shares

The Conversion Shares constitute common stock of the Company, ranking equally among themselves and, subject to statutory exceptions, *pari passu* with all other present or future ordinary shares of the Company.

3.4 Rights attached to the Conversion Shares

The existing shares and the Conversion Shares will be, from their issuance, subject to all provisions of the Company's by-laws (*statuts*). Based on current French law and the Company's by-laws, the main rights attached to shares are the following:

- (a) Rights to dividends – Rights to share the profits of the issuer,
- (b) Preferential subscription rights,
- (c) Right to participate in any surplus in the event of liquidation, and
- (d) Voting rights.



Press Release



3.5 Restrictions on the transfer of Conversion Shares

No provision in the Company's by-laws limits the transfer of Conversion Shares comprising the Company's share capital or which to be delivered upon exercise of the Conversion Right.

The Conversion Shares will be immediately tradable.

Other information related to the Note issuance

1. NO PREFERENTIAL SUBSCRIPTION RIGHTS

The Company shareholders' general meeting to be held on December 10, 2015 is called to waive the preferential subscription rights attached to the shares in favor of a category of investors defined pursuant to Article L. 225-138 of the French Commercial Code (*Code de commerce*) as any natural person or legal entity, French or foreign (i) usually investing in (a) the pharmaceutical/biotechnological sector or, (b) growth companies listed on a regulated market, in France or abroad, which market capitalization does not exceed EUR 500 million, or not listed on such market but which could be qualified or not as "SME" within the meaning of the Annex I of the Regulation (EC) n° 651/2014 of the European Commission dated June 17, 2014, (ii) for an individual subscription amount higher than EUR 50,000 (premium included).

2. INDICATIVE TIMETABLE

30 October 2015	Publication of the Financial Report of the Company
2 November 2015	Signing of the documentation related to the transaction
10 December 2015	Company shareholders' general meeting
11 December 2015	Closing
16 December 2015	Settlement
17 December 2015	Publication of a press release announcing the results of the issuance



3. ISSUANCE IMPACT ON THE CONSOLIDATED NET ASSETS PER SHARE

(USD 15 million issuance)

Consolidated net assets per share as at June 30, 2015 (quote-part des capitaux propres consolidés part du Groupe par action)	Non diluted basis
Before Issuance of new shares (resulting from conversion of Convertible Notes and exercise of Warrants)	EUR 7.87
After Issuance of new shares (resulting from conversion of Convertible Notes and exercise of Warrants), in the event of a 75% realization	EUR 11.32
After Issuance of new shares (resulting from conversion of Convertible Notes and exercise of Warrants), in the event of a 100% realization	EUR 10.73

4. ISSUANCE IMPACT ON SHAREHOLDERS

(USD 15 million issuance)

Shareholder participation	Non diluted basis
Before Issuance of new shares (resulting from conversion of Convertible Notes and exercise of Warrants)	1 %
After Issuance of new shares (resulting from conversion of Convertible Notes and exercise of Warrants), in the event of a 75% realization	0.83 %
After Issuance of new shares (resulting from conversion of Convertible Notes and exercise of Warrants), in the event of a 100% realization	0.79 %

5. LOCK UP UNDERTAKING

In the context of the transaction, certain key managers of the Company (including M. Bertin Nahum CEO of Medtech) have subscribed to lock-up undertakings as long as both (i) the Convertible Notes are outstanding and (ii) they remain part of the senior management of the Company.