

Schedule 6

CHARACTERISTICS OF THE WARRANTS

1. Form

The Warrants shall be issued in registered form. Evidence of the rights of any holder of the Warrants shall be given by an inscription in its name in an account kept by the Issuer in accordance with applicable laws and regulations.

2. Enjoyment

Subject to the terms and conditions of this Agreement, the Warrants are issued with full rights of enjoyment as from the date of their detachment from the Notes to which they are attached (i.e. as from the date of the subscription of the relevant Notes by the Investor).

3. Assignment, transfer and absence of admission to trading of the Warrants

3.1. The Warrants (i) may be freely transferred or assigned by the Investor to any of its Affiliates without the prior written consent of the Issuer and (ii) shall not be transferred or assigned to any other third party without the prior written consent of the Issuer.

3.2. To be effective *vis-à-vis* the Issuer and third parties, any transfer of Warrants shall be registered in the securities accounts kept by the Issuer and the transferor of any Warrants shall be deemed to be the holder of such Warrants until the name of the transferee is entered into the securities accounts in respect thereof.

3.3. Any transferee that becomes a Warrant holder, by whatever means and for whatever reason, shall have the benefit of, and be subject to, all of the rights and obligations arising under this Agreement.

3.4. The Warrants will not be admitted to trading on any financial market.

4. Term

The Warrants shall become automatically null and void four (4) years after their respective issuance date.

5. Exercise

5.1. *Exercise of the Warrants into Shares of the Issuer; Exercise Period*

The Investor or any transferee of Warrants shall have the right at its option, and effective at any time during four (4) years after their respective issuance date (the "**Warrant Exercise Period**"), to exercise all or any of the Warrants into new Shares.

Any Warrant holder is allowed to make multiple exercises of Warrants, it being specified that each Warrant can be exercised once only.

5.2. *Exercise Date; Exercise Notice*

Any Warrant holder may exercise all or any of its Warrants on any Trading Day of its choice effective at the date of its delivery of a Warrant Exercise Notice (the "**Warrant Exercise Date**") during the Warrant Exercise Period.

On each chosen Warrant Exercise Date, any Warrant holder shall exercise all or any of the Warrants by giving Notice to the Issuer (the "**Warrant Exercise Notice**"), using the form attached in **Schedule 7**.

The Issuer, after updating the securities account where the Warrants are registered, shall in turn send a notice to the Agent for the issuance of new Shares to the relevant Warrant holder.

5.3. Exercise Ratio – Exercise Price

Each Warrant will give right to one Share (the “**Warrant Exercise Ratio**”) subject to any adjustment made in accordance with Paragraph 7 of this Schedule 6.

The new Shares resulting from the exercise of the Warrants shall be issued against the payment of the exercise price of each Warrant so exercised (the “**Warrant Exercise Price**”), which shall be equal to 110% of the Market Price on the date of the applicable Request (as reported by Bloomberg).

On the twelve (12)-month anniversary date of their respective date of issuance (a “**Reset Date**”), the Warrant Exercise Price of the outstanding Warrants shall be adjusted (the “**Warrant Reset**”) to be equal to the lower of:

- (i) 110% of the Market Price on the Trading Day immediately preceding the applicable Reset Date; and
- (ii) the Warrant Exercise Price in effect prior to the Reset Date;

subject to any adjustments made in accordance with Paragraph 7 of this Schedule 6.

The Warrant Exercise Price will be determined to:

- two (2) decimals places and rounded down to the nearest 100th, if the Warrant Exercise Price is higher than or equal to EUR 0.10;
- three (3) decimals places and rounded down to the nearest 1000th, if the Warrant Exercise Price is lower than EUR 0.10 and higher than or equal to EUR 0.01; or
- four (4) decimals places and rounded down to the nearest 10000th, if the Warrant Exercise Price is lower than EUR 0.01.

The aggregate Warrant Exercise Price of the Warrants shall be payable (i) in cash, or (ii) by way of set-off of outstanding Notes held by the Note holder, due and payable or made due and payable to this effect on the Warrant Exercise Date, at their nominal value plus accrued interests, as the case may be.

At the Warrant holder’s discretion, if the applicable Warrant Exercise Price divided by the Warrant Exercise Ratio on the Warrant Exercise Date is lower than the nominal value of the Shares, if such situation prevents the Issuer from issuing the number of Shares resulting from the application of the Warrant Exercise Price and Warrant Exercise Ratio (i.e. if the Issuer did not compensate the difference between the nominal value of the Shares and the subscription price per share by tapping on its reserves, profits or premiums or if the reserves, profits or premiums were not sufficient), the Warrant holder may accept that the Warrant Exercise Price may be immediately adjusted in order to be equal to the nominal value of a Share multiplied by the applicable Warrant Exercise Ratio and the relevant Warrant holder shall receive a contractual penalty payment of an amount equal to (i) the difference between (a) the nominal value of the Share multiplied by the Warrant Exercise Ratio and (b) the theoretical Warrant Exercise Price, multiplied by (ii) the number of Warrants being exercised. Such contractual penalty shall be paid by the Issuer, at the Warrant holder’s sole discretion through the issuance by the Issuer to the Warrant holder of a certain number of Notes with no Warrants attached (rounded down to the nearest whole number), whose total subscription price shall be paid by the Warrant holder by way of set-off against a certain, liquid and due receivable (*créance certaine, liquide et exigible*) held by the Warrant holder against the Issuer by delivering the subscription form in the form attached as **Schedule 9**, while the remainder of such contractual penalty (if any) shall be paid by the Issuer to the Warrant holder in cash. The full payment of the contractual penalty shall occur within five (5) Trading Days from the relevant Warrant Exercise Date.

The exercise of the Warrants shall not require the payment of any additional fee or charge by the Warrant holder.

The Issuer shall promptly deliver freely tradable Shares to the relevant Warrant holder upon each exercise of Warrants, it being specified that, in any case, the reception of the Shares by the relevant Warrant holder shall occur no later than one (1) Trading Day after the Warrant Exercise Date.

Any payment to a Warrant holder made by the Issuer in accordance with Paragraph 5.3 of this Schedule 6 shall be made by the Issuer to the relevant Warrant holder in cash, by wire transfer to a bank account notified by the relevant Warrant holder to the Issuer, in immediately available, freely transferable funds in Euros.

5.4. *Rights attached to the Shares*

The new Shares issued upon exercise of Warrant(s) shall be subject to all provisions of the By-laws and to decisions of the general meetings of the shareholders of the Issuer. The new Shares shall be admitted to trading on Euronext Growth as from their issuance, will carry immediate and current dividend rights ("*jouissance courante*") and will be fully assimilated to and fungible with the existing Shares.

6. Representation of the Warrant holders

- 6.1. As long as the Warrants are held by a single holder, such holder shall exercise under its own name all rights and powers granted by the French Commercial Code to the "Masse" within the meaning of Article L. 228-103 of the French Commercial Code.
- 6.2. As soon as the Warrants are held by more than one holder, the holders shall appoint a representative of the "Masse" in accordance with Articles L. 228-47 and L. 228-103 of the French Commercial Code.
- 6.3. Where applicable, the rights of Warrant holders will be exercised in accordance with Article L. 228-103 paragraph 1 of the French Commercial Code.

7. Protection of the Warrant holders

7.1. Upon completion of any of the following transactions:

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

which the Issuer may carry out after the detachment date of the Warrants, the rights of the Warrants holders will be protected by adjusting the Warrant Exercise Ratio or the Warrant Exercise Price in accordance with the following provisions.

In the event of an adjustment carried out in accordance with conditions 1 to 11 below, the new Warrant Exercise Ratio or Warrant Exercise Price will be determined to three decimal places and rounded to the nearest 1000th (0.0005 being rounded up to the next highest 1000th). Any subsequent adjustments will

be carried out on the basis of such newly calculated and rounded Warrant Exercise Ratio or Warrant Exercise Price. However, the Warrants can only result in the delivery of a whole number of Shares.

The Issuer shall immediately update the follow-up table on its website to reflect the adjusted Warrant Exercise Ratio or Warrant Exercise Price.

In the event two or several adjustment cases apply, only the adjustment case which is the most favourable to the Warrant holder shall apply.

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

$$\frac{\text{share value ex-subscription right plus the value of the subscription right}}{\text{share value ex-subscription right}}$$

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

2. In the event of an increase in share capital of the Issuer by capitalisation of reserves, profits or share premia and by distribution of bonus shares, or by the subdivision (split) or consolidation (reverse split) of Shares, the new Warrant Exercise Ratio will be determined by multiplying the Warrant Exercise Ratio in effect prior to the relevant transaction by the following formula:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For the purposes of calculating this formula:

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

"Pc%" means the percentage of the share capital of the Issuer that has been bought back.

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

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

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

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

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

$$1 - \frac{1 - \frac{\text{Reduction of the profit right per Share}}{\text{Value of the share before modification}}}{1}$$

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

10. An exceptional dividend is deemed to have been paid if, taking into account all the Issuer's dividends per share paid in cash or in kind (before any withholding tax and excluding tax credits) since the start of a single year, the Yield per Share (as defined below) is greater than 2%, given that any dividends or parts of dividends resulting in an adjustment of the Warrant Exercise Ratio, in accordance with points 1 to 9 of this Paragraph 7.1, shall not be taken into account to determine the existence of an exceptional dividend or to determine the Yield per Share.

In the event of the distribution of an exceptional dividend, the new Warrant Exercise Ratio shall be determined by multiplying the Warrant Exercise Ratio in effect prior to the relevant transaction by the following formula:

$$1 + \text{Yield per Share} - 2\%$$

In the event of payment of a dividend by the Issuer in cash or in kind (before any withholding tax and excluding tax credit) between the payment date of the Trigger Dividend (as defined below) and the end of the same financial period (an "**Additional Dividend**"), the Warrant Exercise Ratio shall be adjusted. The new Warrant Exercise Ratio shall be equal to the product of the Warrant Exercise Ratio in force before the start of the transaction under consideration times the factor of:

$$1 + \text{Yield per Share for the Additional Dividend}$$

For the purposes of this Paragraph 7.1, point 10:

"**Trigger Dividend**" shall mean the dividend from which the Yield per Share exceeds 2%;

“Prior Dividend” shall mean any dividend paid since the start of the same financial year prior to the Trigger Dividend;

“Yield per Share” shall mean the sum of the ratios obtained by dividing the Trigger Dividend and, where applicable, all the Prior Dividends by the closing price of the Share of the Issuer on the Trading Day immediately preceding the corresponding payment date.

“Yield per Share for the Additional Dividend” shall mean the ratio between the Additional Dividend (net of all dividends or parts of dividend resulting in an adjustment of the Warrant Exercise Ratio in accordance with points 1 to 9 of this Paragraph 7.1 and the closing price of the Share of the Issuer on the Trading Day immediately preceding the payment of the Additional Dividend).

11. If and whenever the Issuer shall issue any Shares (other than Shares issued upon exercise of the Warrants, Conversion of the Notes or Conversion of the Former Notes) or shall issue or grant any options, warrants or other rights to subscribe for or purchase any Shares (other than the Warrants and the Notes), in each case at a price per Share which is less than the Warrant Exercise Price divided by the Warrant Exercise Ratio, the new Warrant Exercise Price shall be equal to the following:

Consideration per Share x Warrant Exercise Ratio in effect prior to the relevant transaction

For the purposes of calculating this formula, **“Consideration per Share”** shall mean, under any given transaction, the consideration per Share at which any Shares are being issued or may be issued upon exercise of any options, warrants or other rights to subscribe for or purchase any Shares.

Such adjustment shall become effective on the date of issue or grant, as the case may be, of such Shares or such options, warrants or rights.

7.2. Any Warrant holder exercising its rights may subscribe to a number of Shares, which is calculated by multiplying the Warrant Exercise Ratio in effect at such time by the number of the Warrants exercised. If the Shares are listed and if the number of Shares calculated in this manner is not a whole number, a Warrant holder shall receive the nearest whole number of Shares immediately less than its entitlement and a payment equal to the value of such additional fraction of a Share calculated on the basis of the closing Share price listed on Euronext Growth on the Warrant Exercise Date.

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