

## Schedule 1

### CHARACTERISTICS OF THE TRANCHE WARRANTS

1. Form

The Tranche Warrants shall be in registered form. Evidence of the rights of the Investor as holder of the Tranche 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 Tranche Warrants are issued with full rights of enjoyment as from the date of their full subscription by the Investor in accordance with Clause 2.2 of the Agreement.

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

3.1. The Tranche Warrants may (i) be freely transferred or assigned by the Investor to one or more companies of the Investor Group and (ii) 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 permitted transfer of Tranche Warrants shall be registered in the securities accounts and the transferor of any Tranche Warrants shall be deemed to be the holder of such Tranche Warrants until the name of the transferee is entered into securities accounts in respect thereof.

3.3. Any permitted transferee that becomes a Tranche 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 Tranche Warrants will not be admitted to trading on any financial market.

4. Conditions to the delivery of a Request and the funding of a Tranche

The right of the Issuer to deliver a written request to the Investor in order for the latter to disburse a Tranche through the exercise of Tranche Warrants (a "**Request**") and the obligation of the Investor to fund the requested Tranche through the exercise of Tranche Warrants are subject to the fulfillment, on the date of such Request and on the date of funding of the requested Tranche, of each of the following conditions (unless waived by the Investor):

- (i) more than ten (10) calendar days have elapsed following the complete conversion or redemption of the Notes of the previous Tranches;
- (ii) no Material Adverse Change (as defined in **Schedule 4**) shall have occurred;
- (iii) no event that constitutes an Event of Default (as defined in **Schedule 4**) and no triggering event that would constitute an Event of Default if not cured during the applicable cure period set out in **Schedule 4**, if any, shall be in existence;
- (iv) no impossibility for any Note to be converted into Shares shall have occurred over the ninety (90) preceding calendar days (and including the applicable date);
- (v) no suspension of the trading of the Shares on Euronext Growth (other than intra-day suspension at the request of Euronext under Euronext Growth rules) shall have occurred over the ninety (90) preceding calendar days (and including the applicable date);
- (vi) the Issuer shall have at least:

- two (2) times coverage of Shares (based on the Conversion Price (as defined in **Schedule 4**) authorized, available and approved for issuance to the Investor upon conversion into Shares of the maximum amount of Notes to be issued for the applicable Tranche, increased, as the case may be, by the amount of any other outstanding Notes; and
  - one (1) time coverage of Shares authorized, available and approved for issuance to the Investor upon exercise of the maximum number of Warrants to be issued for the applicable Tranche;
- (vii) the closing price on the preceding Trading Day shall be at least equal to EUR 1.60 (subject to adjustments resulting from share consolidation or share split).

5. Term

The Tranche Warrants shall become automatically null and void:

- thirty-six (36) months after the Issuance Date; or
- on the date on which the Shares are no longer listed on Euronext Growth or any other regulated or organised market.

6. Representation of the Tranche Warrant holders

- 6.1. As long as the Tranche 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 Tranche Warrants having the same characteristics and being fungible 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 Tranche Warrant holders will be exercised in accordance with Article L. 228-103 paragraph 1 of the French Commercial Code.