

## Schedule 2

### **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. Transmission and transfer of the Tranche Warrants

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

The Tranche Warrants shall become automatically null and void:

- thirty-six (36) months from the date of this Agreement; or
- on the date on which the Shares are no longer listed on Euronext Growth or any other regulated or organised market.

5. Representation of the Tranche Warrant holders

5.1. 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.

5.2. 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.

5.3. 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.