
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

**POST-EFFECTIVE
AMENDMENT NO. 1 TO
FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

CELLECTIS S.A.

(Exact name of registrant as specified in its charter)

France
(State or other jurisdiction of
incorporation or organization)

Not applicable
(I.R.S. Employer
Identification Number)

Collectis S.A.
8, rue de la Croix Jarry
75013 Paris, France
+33 1 81 69 16 00

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

2018 Stock Option Plan
BSA Plan
Second Free Share 2018 Plan
(Full title of the plans)

Collectis, Inc.
430 East 29th Street
New York, New York 10016
(347) 908-5980

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

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General Counsel
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8, rue de la Croix Jarry
75013 Paris, France
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Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Non-accelerated filer

Accelerated filer

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

EXPLANATORY NOTE

Collectis S.A. (the “*Company*”) hereby amends its Registration Statement on Form S-8 (Registration No. 333-227717) (the “*Registration Statement*”) by filing this Post-Effective Amendment No. 1 to such Registration Statement (the “*Post-Effective Amendment*”) to reflect that 400,000 of the Company’s ordinary shares, €0.05 nominal value per share (“*Ordinary Shares*”) that are covered by the Registration Statement (the “*Rollover Shares*”) are no longer issuable pursuant to the Company’s BSA Plan. The Rollover Shares have instead become authorized for issuance under the Company’s Second Free Share 2018 Plan. No additional securities are being registered by this Post-Effective Amendment.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information specified in Part I of Form S-8 is omitted from this Registration Statement in accordance with the provisions of Rule 428 under the Securities Act and the introductory note to Part I of Form S-8. The documents containing the information specified in Part I of Form S-8 will be delivered to the participants in the plans covered by this Registration Statement as specified by Rule 428(b)(1) under the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE

The following documents filed by Collectis S.A. (the “*Registrant*”) with the U.S. Securities and Exchange Commission (the “*Commission*”) are incorporated by reference into this Registration Statement:

(a) The Registrant’s annual report on [Form 20-F for the fiscal year ended December 31, 2020](#), filed with the Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”) on March 4, 2021 (File No. 001-36891), which contains audited financial statements for the Registrant’s latest fiscal year for which such statements have been filed; and

(b) The description of the Registrant’s Ordinary Shares and American Depositary Shares contained in the Registrant’s Registration Statement on [Form 8-A filed on March 23, 2015 \(File No. 001-36891\)](#) under the Exchange Act, including any amendment or report filed for the purpose of updating such description.

All other reports and documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act on or after the date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part of this Registration Statement from the date of the filing of such reports and documents; provided, however, that documents or information deemed to have been furnished (except for documents or information deemed to have been specifically incorporated by reference as discussed in (b) above) and not filed in accordance with the rules of the Commission shall not be deemed incorporated by reference into this Registration Statement. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document that also is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

ITEM 4. DESCRIPTION OF SECURITIES

Not applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL

Not applicable.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Under French law, provisions of By-laws that limit the liability of directors and officers are prohibited. However, French law allows *sociétés anonymes* to contract for and maintain liability insurance against civil liabilities incurred by any of their directors and officers involved in a third-party action, provided that they acted in good faith and within their capacities as directors or officers of the company. Criminal liability cannot be indemnified under French law, whether directly by a company or through liability insurance.

We maintain customary liability insurance coverage for our directors and executive officers, including insurance against liability under the Securities Act, and we may enter into agreements in the future with our directors and executive officers to provide contractual indemnification. With certain exceptions and subject to limitations on indemnification under French law, these agreements would provide for indemnification for damages and expenses including, among other things, attorneys’ fees, judgments, fines and settlement amounts incurred by any of these individuals in any action or proceeding arising out of his or her actions in that capacity.

These indemnification arrangements may discourage shareholders from bringing a lawsuit against our directors and executive officers for breach of their fiduciary duty. These arrangements also may have the effect of reducing the likelihood of derivative litigation against directors and executive officers, even though such an action, if successful, might otherwise benefit us and our shareholders. Furthermore, a shareholder's investment may be adversely affected to the extent we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification arrangements.

Certain of our non-employee directors may, through their relationships with their employers or partnerships, be insured against certain liabilities in their capacity as members of our board of directors.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

Not applicable.

ITEM 8. EXHIBITS

See the Exhibit Index on the page immediately preceding the signature page for a list of exhibits filed as part of this Registration Statement, which Exhibit Index is incorporated herein by reference.

ITEM 9. UNDERTAKINGS

1. The undersigned Registrant hereby undertakes:

(a) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

Provided, however, that paragraphs (a)(i) and (a)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to section 13 or section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(b) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

2. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

3. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in

the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
4.1*	<u>By-laws (<i>statuts</i>) of the registrant (English translation)</u>
5.1	<u>Opinion of Jones Day</u>
23.1	<u>Consent of Ernst & Young et Autres</u>
23.2	<u>Consent of Jones Day (included in Exhibit 5.1)</u>
24.1	<u>Power of Attorney of Jean-Pierre Garnier (included on signature page to this Post-Effective Amendment)</u>
24.2*	<u>Power of Attorney</u>
99.1*	<u>2018 Stock Option Plan</u>
99.2*	<u>Summary of BSA Terms and Conditions</u>
99.3	<u>Second Free Share 2018 Plan (as amended)</u>

* Previously filed as an exhibit to the Registration Statement on Form S-8 (File No. 333-227717), filed with the Securities and Exchange Commission on October 5, 2018, and incorporated herein by reference.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Paris, France on March 4, 2021.

CELLECTIS S.A.

By: /s/ André Choulika

André Choulika
Chief Executive Officer

POWER OF ATTORNEY

I, the undersigned director, hereby constitute and appoint Dr. André Choulika and Marie-Bleuenn Terrier, and each of them singly, my true and lawful attorneys, with full power to any of them, and to each of them singly, to sign for me and in my names in the capacity indicated below the post-effective amendment to the registration statement on Form S-8 filed herewith, and any and all subsequent post-effective amendments to said registration statement, under the Securities Act of 1933, as amended, in connection with the registration under the Securities Act of 1933, as amended, of equity securities of Collectis S.A., and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as each of them might or could do in person, and hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue of this Power of Attorney.

Pursuant to the requirements of the Securities Act of 1933, this Post-Effective Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities indicated on March 4, 2021.

Signature

Title

/s/ Jean-Pierre Garnier

Chairman of the Board

Jean-Pierre Garnier

Pursuant to the requirements of the Securities Act of 1933, this Post-Effective Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities indicated on March 4, 2021.

<u>Signature</u>	<u>Title</u>
<u>/s/ André Choulika</u> André Choulika	Chief Executive Officer, Director and Co-Founder (Principal Executive Officer)
<u>*</u> Eric Dutang	Chief Financial Officer (Principal Financial and Accounting Officer)
<u>*</u> David Sourdive	Director, Executive Vice President Technical Operations and Co-Founder
<u>*</u> Laurent Arthaud	Director
<u>*</u> Pierre Bastid	Director
<u>*</u> Rainer Boehm	Director
<u>*</u> Alain Godard	Director
<u>*</u> Hervé Hoppenot	Director
<u>*</u> Annick Schwebig	Director

Collectis, Inc., Authorized Representative in the United States

By: /s/ André Choulika
André Choulika
President

*By: /s/ Marie-Bleuenn Terrier Attorney-in-Fact
Marie-Bleuenn Terrier

[Letterhead of Jones Day]

March 4, 2021

Collectis S.A.
8, rue de la Croix Jarry
75013 Paris, France

Re: Registration Statement on Form S-8 filed by Collectis S.A.

Ladies and Gentlemen:

We are acting as French counsel for Collectis S.A. (the “Company”), a French *société anonyme*, in connection with the registration of (i) up to 2,990,546 ordinary shares of the Company, par value €0.05 per share, pursuant to the 2018 Stock Option Plan and (ii) up to 1,170,000 ordinary shares of the Company, par value €0.05 per share, pursuant to the Second Free Share 2018 Plan (together with the above mentioned 2,990,546 ordinary shares, the “Shares”) which may be granted by the board of directors upon delegation of authority from the Company’s shareholders approved on June 26, 2018 (together with the 2018 Stock Option Plan, the “Plans”).

In connection with the opinion expressed herein, we have examined such documents, records and matters of law as we have deemed relevant or necessary for purposes of this opinion. Based on the foregoing, and subject to the further limitations, qualifications and assumptions set forth herein, we are of the opinion that the Shares that may be issued pursuant to the Plans have been duly authorized and, when issued in accordance with the Plans and against payment of due consideration therefor, will be validly issued, fully paid and non-assessable.

The opinion expressed herein is limited to the laws of France as currently in effect, and we express no opinion as to the effect of the laws of any other jurisdiction. We have assumed that the Company will take no action inconsistent with the resolutions authorizing the Company to issue the Shares. We have also assumed, for any future awards under the Plans, that (1) the resolutions authorizing the Company to issue the Shares pursuant to the Plans and the applicable award agreements will be in full force and effect on the date of such awards and (2) such future awards will be approved by the Board of Directors of the Company in accordance with applicable law and with the terms of the Plans.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement on Form S-8 filed by the Company to effect registration of the Shares to be issued and sold pursuant to the Plans under the Securities Act of 1933 (the “Act”). In giving such consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

Very truly yours,

/s/ Jones Day

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the post-effective amendment No. 1 to Form S-8 Registration Statement (No. 333-227717) pertaining to the 2018 Stock Option Plan, BSA Plan and Second Free Share 2018 Plan of Collectis S.A. of our reports dated March 4, 2021, with respect to the consolidated financial statements of Collectis S.A. and the effectiveness of internal control over financial reporting of Collectis S.A. included in its Annual Report (Form 20-F) for the year ended December 31, 2020, filed with the Securities and Exchange Commission.

ERNST & YOUNG et Autres

Paris La Défense, France

March 4, 2021

CELLECTIS

AMENDED SECOND FREE SHARE 2018 PLAN

Approved by the Board of Directors on August 1, 2018, as amended by the Board of Directors on October 14, 2020, as further amended by the Board of Directors on March 4, 2021

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1. IMPLEMENTATION OF THE FREE SHARE PLAN

Pursuant to decisions dated June 26, 2018, the shareholders' general meeting of Collectis, a French *société anonyme* whose registered office is located at 8 rue de la Croix Jarry, 75013 Paris and whose identification number is 428 859 052 R.C.S. Paris (hereafter referred to as the "**Company**") authorized the Board of Directors to allocate free shares of the Company to the benefit of employees of the Company or to certain categories of such employees, and/or to the benefit of its corporate officers who meet the conditions set forth by Article L. 225-197-1 II of the French commercial code, as well as to the benefit of employees of companies or economic interest groups whose share capital or voting rights are held, directly or indirectly, for more than ten per cent (10%) by the Company at the date of allocation of said shares.

On August 1, 2018, the Board of Directors, acting pursuant to the authorization of the shareholders' general meeting dated June 26, 2018, and approved the present free share plan stating the conditions and criteria for the allocation of such shares, as amended by decision of the Board of Directors on October 14, 2020 (hereafter referred to as the "**Amended Second Free Shares 2018 Plan**"). On March 4, 2021, the Board of Directors approved, consistent with the authorization of the shareholders' general meeting dated June 26, 2018, the allocation of 400,000 ordinary shares to the Amended Second Free Shares 2018 Plan. The Amended Second Free Shares 2018 Plan provides for the allocation of up to a total of 1,170,000 free shares of the Company to the benefit of eligible employees.

2. DEFINITIONS

Under the present Amended Second Free Shares 2018 Plan, the following terms and expressions starting with a capital letter shall have the following meaning and may be used indifferently in the singular or in the plural form:

"Acquisition Date"	refers to the date when the free Shares have been definitely acquired by the relevant Beneficiary;
"Acquisition Period"	refers to the one (1) year (or such other minimum period stipulated under French law) period starting on the Allocation Date and ending on the Acquisition Date, being specified that the Board of Directors may decide to extend this period so that its duration be equal to up to four (4) years for certain Beneficiaries, as stated in the corresponding Allocation Letter;
"Allocation"	refers to the decision of the Board of Directors on the Allocation Date to allocate free Shares to a given Beneficiary. This Allocation constitutes a right to be granted Shares at the end of the Acquisition Period subject to the compliance with the conditions and criteria set forth by the present Amended Second Free Shares 2018 Plan;
"Allocation Date"	refers to the date on which the Board of Directors allocates free Shares to a given Beneficiary. This Allocation will constitute a right to be granted Shares at the end of the Acquisition Period subject to the compliance with the conditions and criteria set forth by the present Amended Second Free Shares 2018 Plan;
"Allocation Letter"	refers to the letter which inform a given Beneficiary of the allocation of free Shares, as stated in Article 5 of the Amended Second Free Shares 2018 Plan;
"Beneficiaries"	refers to the person(s) for whose benefit the Board of Directors decided an Allocation of Shares as well as, as the case may be, his or her heirs;
"Bylaws"	refers to the bylaws of the Company in force at the date referred to;

“Disability”	refers to the disability of a Beneficiary corresponding to the second or third of the categories provided by Article L. 341-4 of the French social security code;
“Group”	refers to the Company and to all the companies and groups related to the Company in the meaning of Article L. 225-197-2 of the French commercial code;
“Holding Period”	refers to the one (1) year period (or such other minimum period stipulated under French law) starting on the Acquisition Date, being specified no Holding Period will be applicable to the Beneficiaries for whom the duration of the Acquisition Period is equal to at least two (2) years as from the Allocation Date (or such other minimum period stipulated under French law), as stated in the corresponding Allocation Letter;
“Presence”	refers to the presence of the Beneficiary in his or her capacity of employee and/or corporate officer of the Company or of any of the companies of the Group;
“Shares”	refers to the shares issued or which will be issued by the Company in representation of its share capital;
“Trading Day”	refers to the working days when Euronext proceeds to the listing of shares on the Alternext market Euronext in Paris other than days when the listings end prior to the usual closing hour.

3. PURPOSE

The purpose of the Amended Second Free Shares 2018 Plan is to set forth the conditions and criteria for the allocation of free Shares under the Amended Second Free Shares 2018 Plan, pursuant to Articles L. 225-197-1 *et seq.* of the French commercial code and to the authorization granted by the shareholders’ general meeting of the Company dated June 26, 2018.

4. BENEFICIARIES

Pursuant to the authorization of the shareholders’ general meeting dated June 26, 2018, the Board of Directors of the Company approved the list of Beneficiaries among its employees and the employees of companies in which it holds, directly or indirectly, at least ten per cent (10%) of the share capital and voting rights, together with the indication of the number of free Shares allocated to each of them.

5. NOTICE OF THE ALLOCATION OF THE SHARES

The notice of the Allocation of Shares to the Beneficiaries shall be made pursuant to an Allocation Letter sent by the Board of Directors or by any other person selected by the Board of Directors, by registered mail with acknowledgement of receipt or delivered in person with acknowledgement of receipt, together with a copy of the present Amended Second Free Shares 2018 Plan, indicating the number of Shares allocated to the Beneficiary, the Acquisition Period and the Holding Period.

The Beneficiary shall acknowledge receipt of the Allocation Letter and of the Amended Second Free Shares 2018 Plan by sending signed copies of these documents within two (2) months from the date of receipt, the documents being deemed to be received on the first date of presentation, in the absence of which the Allocation shall be null and void for this Beneficiary.

The fact that a person may benefit from the Amended Second Free Shares 2018 Plan does not imply that he or she shall benefit from any other plan that may be implemented thereafter.

6. ACQUISITION PERIOD

6.1. Principle

The free Shares allocated under the Amended Second Free Shares 2018 Plan shall be definitively acquired by the Beneficiaries at the end of the Acquisition Period, provided that the following condition precedent is met:

- continued Presence of the Beneficiary during the Acquisition Period, in the absence of which he or she will not be entitled to acquire Shares on the date when this condition is no longer met;

being specified that the Board of Directors shall be entitled to release a given Beneficiary from the condition set forth above for all or part of the Shares granted.

Further, should the Beneficiary be at the same time an employee and a corporate officer of the same company or of two companies of the Group, the loss of one of these capacities shall not result in the loss of the right to acquire the free Shares allocated under the Amended Second Free Shares 2018 Plan at the end of the Acquisition Period.

Pursuant to Article L. 225-197-3 of the French commercial code, the Beneficiaries hold a claim against the Company which is personal and may not be transferred until the end of the Acquisition Period.

During the Acquisition Period, the Beneficiaries will not own the free Shares and will not be shareholders of the Company. As a consequence, they will not hold any rights attached to the Shares.

6.2 Internal mobility

In the event of transfer or temporary assignment of the Beneficiary within a company of the Group, implying (i) the termination of the initial employment agreement and the entering into of a new employment agreement or of a position as corporate officer, and/or (ii) a resignation of the Beneficiary from his or her position as corporate officer and the acceptance of a new position of corporate officer or the entering into of a new employment agreement in one of such companies, the Beneficiary shall retain his or her right to be allocated free Shares at the end of the Acquisition Period.

6.3 Disability

In the event of Disability before the end of the Acquisition Period, the free Shares shall be definitively acquired by the Beneficiary on the date of Disability.

For participants subject to tax in the US, the date of such disability shall be the date such disability is incurred and in all cases such shares shall be delivered by March 15th of the year following the year in which such disability is incurred.

6.4 Decease

In the event of decease of the Beneficiary during the Acquisition Period, the free Shares shall be definitively acquired at the date of the request of allocation made by his or her beneficiaries in the framework of the inheritance.

The request for allocation of the Shares shall be made within six (6) months from the date of the decease in compliance with Article L. 225-197-3 of the French commercial code.

6.5 Retirement

In the event of the retirement of a given Beneficiary during the Acquisition Period, the Board of Directors of the Company may decide that the condition set forth in article 6.1 above shall be deemed to be met for all or part of the Shares granted upon the date of such retirement.

7. HOLDING PERIOD

7.1 Principle

During the Holding Period, if any, the Beneficiaries concerned will be the owner of the free Shares allocated under the Amended Second Free Shares 2018 Plan and will be shareholders of the Company. As a consequence, they will benefit from all the rights attached to the capacity of shareholder of the Company.

However, the free Shares shall not be available during the Holding Period and the Beneficiaries may not transfer or pledge the Shares, by any means, or convert them into the bearer form.

At the end of the Holding Period, the Shares will be fully available, subject to the provisions of the following paragraph.

At the end of the Holding Period, if the Company's shares are listed on a regulated market, the free Shares allocated under the Amended Second Free Shares 2018 Plan may not be transferred during the "black-out" periods set forth in Article L. 225-197-1 of the French commercial code, i.e., as currently provided:

- within ten (10) Trading Days before and three (3) Trading Days after the date on which the consolidated accounts, or failing that, the annual accounts, are published;
- during the period between the date on which the Company's management bodies have knowledge of information which, were it to be published, could have a significant impact on the price of the Shares, and the date falling ten (10) Trading Days after the date on which the said information is published.

7.2 Specific situations

Notwithstanding the provisions of the second paragraph of Article 7.1 above, the free Shares allocated to the Beneficiaries referred to at Article 6.3 above or to the beneficiaries of the deceased Beneficiary referred to at Article 6.4 above may be freely transferred as from the date of their final allocation.

8. CHARACTERISTICS OF THE SHARES

The Shares definitively allocated shall be, at the Company's choice, new ordinary shares to be issued by the Company or existing Shares acquired by the Company.

As from the Acquisition Date, they shall be subject to all the provisions of the Bylaws.

They shall be assimilated to existing ordinary shares of the Company and shall benefit from the same rights as from the Acquisition Date.

9. DELIVERY AND HOLDING OF THE SHARES

At the end of the Acquisition Period, the Company shall deliver to the Beneficiary the free Shares allocated under the Amended Second Free Shares 2018 Plan provided that the conditions and criteria for such allocation provided by Articles 5 and 6 above are met.

If the Acquisition Date is not a working day, the delivery of the Shares shall be completed the first working day following the end of the Acquisition Period.

The Shares that may be acquired under the Amended Second Free Shares 2018 Plan will be held, during the Holding Period (if any), under the nominative form (*nominatif pur*) in an individual account opened in the name of the relevant Beneficiary at Société Générale Securities Services with a mention that they cannot be transferred. At the end of the Holding Period (or the end of the Acquisition Period if there is no Holding Period), the Shares will have to remain under the nominative form (*nominatif pur*) at Société Générale Securities Services until the time they are transferred to make sure that the restrictions set forth in the last paragraph of Article 7.1 above are complied with. The conversion of the shares in another form (bearer form or *nominatif administré*) is not allowed under the rules of the Amended Second Free Shares 2018 Plan.

In the event that, as a consequence of the allocation of free Shares under the Amended Second Free Shares 2018 Plan, the Company or any of the companies of the Group shall be compelled to pay taxes, social costs or any other social security taxes or contributions on behalf of the Beneficiary, the Company retains the right to postpone or to forbid the delivery of the Shares on the Acquisition Date until the relevant Beneficiary has paid to the Company or to the relevant company of the Group the amount corresponding to these taxes, social costs, or social security taxes or contributions.

10. INTERMEDIARY OPERATIONS

In the event of exchange without equalization payment (*soulte*) resulting from an operation of merger or spin-off completed in compliance with the applicable regulations during the Acquisition Period or the Holding Period, the companies taking part in the operation shall substitute to the Company and the provisions of the present Amended Second Free Shares 2018 Plan, and notably the durations of the Acquisition Period and of the Holding Period shall apply to the allocation rights and to the shares received in compliance with Article L. 225-197-1 III of the French commercial code.

The same shall apply in the event of a public offering operation, of a division or a grouping of shares completed in compliance with the application regulations during the Holding Period.

11. ADJUSTMENT

Should the Company proceed, during the Acquisition Period, to an amortization, to a share capital reduction, to a change in the allocation of its profits, to an allocation of free shares to all the shareholders, to a capitalization of reserves, profits or issuance premiums, to an allocation of reserves or to an issuance of equity securities or giving right to the allocation of equity securities including a preferential subscription right reserved to the shareholders, the maximum number of Shares allocated under the Amended Second Free Shares 2018 Plan may be adjusted in order to take into account said operation by application, *mutatis mutandis*, of the terms of adjustment provided by the law for the beneficiaries of stock options.

Each Beneficiary shall be informed of the practical terms of the adjustment and of its consequences on the Allocation of Shares he or she benefited from, being specified that the free Shares allocated pursuant to this adjustment shall be governed by the present Amended Second Free Shares 2018 Plan.

12. AMENDMENT TO THE AMENDED SECOND FREE SHARES 2018 PLAN

12.1 Principle

The present Amended Second Free Shares 2018 Plan may be amended by the Board of Directors upon authorization of the Supervisory Board of the Company, being specified that the amendments shall be subject to the written consent of the Beneficiaries if it results in a decrease in the rights of said Beneficiaries.

The new provisions shall apply to the Beneficiaries of the Shares during the Acquisition Period on the date of the decision to amend the Amended Second Free Shares 2018 Plan taken by the Board of Directors, or the written consent of the Beneficiary, if required.

12.2 Notice of the amendments

The amendments to the Amended Second Free Shares 2018 Plan shall be notified to the relevant Beneficiaries, by all means, including by internal mail, by simple letter or with acknowledgement of receipt, by fax or by e-mail.

13. TAX AND SOCIAL RULES

The Beneficiary shall bear all taxes and mandatory costs which he or she must bear pursuant to the applicable law in relation to the allocation of free Shares, on the due date of said taxes or costs.

Each Beneficiary shall verify and carry out, as the case may be, the declaratory obligations he or she must comply with in relation to the allocation of the free Shares.

14. MISCELLANEOUS

14.1 Rights in relation to the capacity of employee

No provisions of the present Amended Second Free Shares 2018 Plan shall be construed as granting to the Beneficiary a right to have his or her employment agreement with the Company or any of the companies of the Group maintained, or limiting the right of the Company or any of the companies of the Group to terminate or amend the terms and conditions of the employment agreement of the Beneficiary.

14.2 Applicable law - Jurisdiction

The present Amended Second Free Shares 2018 Plan is subject to French law. Any dispute relating to its validity, its construction or its performance shall be decided by the competent courts of the French Republic.

14.3 Provisions Applicable to Beneficiaries Located outside of France

The attached Appendix applies to Beneficiaries located outside of France.

Reserved to the Beneficiary:

Mr/Ms _____ declares having read all the provisions of the Amended Second Free Shares 2018 Plan and Appendix, as applicable, and expressly acknowledges that these provisions apply to him/her.

Made in _____

On _____

Signature: _____ and initial on each page

TERMS AND CONDITIONS

This Appendix contains additional terms and conditions that will apply to the Beneficiary if he or she resides outside of France. Capitalized terms used but not defined herein shall have the same meanings assigned to them in the Amended Second Free Shares 2018 Plan.

NOTIFICATIONS

This Appendix also includes information regarding exchange control and certain other issues of which the Beneficiary should be aware with respect to his or her participation in the Amended Second Free Shares 2018 Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of April 2018. Such laws are often complex and change frequently. The Company therefore strongly recommends that the Beneficiary not rely on the information in this Appendix as the only source of information relating to the consequences of his or her participation in the Amended Second Free Shares 2018 Plan because such information may be outdated when the Beneficiary vests in the Shares and/or sells any Shares issued pursuant to the award.

GENERAL PROVISIONS

Taxes. Regardless of any action the Company or Beneficiaries' Employer (the "Employer") takes with respect to any or all income tax, social insurance, payroll tax, or other Tax-Related withholding ("Tax-Related Items"), Beneficiary acknowledges that the ultimate liability for all Tax-Related Items legally due by the Beneficiary is and remains Beneficiary's responsibility and that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Share grant, including the grant, vesting of the Shares, the subsequent sale of Shares acquired pursuant to such vesting and the receipt of any dividends; and (2) do not commit to structure the terms of the grant or any aspect of the Shares to reduce or eliminate Beneficiary's liability for Tax-Related Items.

Prior to vesting of the Shares, Beneficiary will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all withholding obligations of the Company and/or the Employer, if any. In this regard, Beneficiary authorizes the Company and/or the Employer to withhold all applicable Tax-Related Items legally payable by Beneficiary from Beneficiary's compensation paid to Beneficiary by the Company and/or Employer or from proceeds of the sale of Shares. Alternatively, or in addition, if permissible under local law, the Company may (1) sell or arrange for the sale of Shares that Beneficiary acquires to meet the withholding obligation for Tax-Related Items and/or (2) withhold in Shares, provided that the Company only withholds the amount of Shares necessary to satisfy the minimum withholding amount. Finally, Beneficiary will pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of Beneficiary's participation in the Amended Second Free Shares 2018 Plan or Beneficiary's acquisition of Shares that cannot be satisfied by the means previously described. The Company may refuse to honor the vesting and refuse to deliver the Shares if Beneficiary fails to comply with Beneficiary's obligations in connection with the Tax-Related Items as described in this section.

Nature of Grant. In accepting the grant, Beneficiary acknowledges that:

(a) the Amended Second Free Shares 2018 Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Amended Second Free Shares 2018 Plan;

(b) the grant of the Shares is voluntary and occasional and does not create any contractual or other right to receive future grants of Shares, or benefits in lieu of Shares, even if Shares have been granted repeatedly in the past;

(c) all decisions with respect to future grants, if any, will be at the sole discretion of the Company;

(d) Beneficiary's participation in the Amended Second Free Shares 2018 Plan shall not create a right to further employment with the Employer and shall not interfere with the ability of the Employer to terminate Beneficiary's employment relationship at any time with or without cause unless otherwise required under local law;

(e) Beneficiary is voluntarily participating in the Amended Second Free Shares 2018 Plan;

(f) the Shares are an extraordinary item that do not constitute compensation of any kind for services of any kind rendered to the Company or the Employer, and which is outside the scope of Beneficiary's employment contract, if any;

(g) the Shares are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company or the Employer;

(h) in the event that Beneficiary is not an employee of the Company, the grant will not be interpreted to form an employment contract or relationship with the Company; and furthermore, the grant will not be interpreted to form an employment contract with the Employer or any subsidiary or affiliate of the Company;

(i) the future value of the underlying Shares is unknown and cannot be predicted with certainty;

(j) if Beneficiary obtains Shares, the value of those Shares may increase or decrease;

(l) in consideration of the grant, no claim or entitlement to compensation or damages shall arise from termination of the award of Shares or diminution in value of the award resulting from termination of Beneficiary's employment with the Company or the Employer (for any reason whatsoever) and Beneficiary irrevocably releases the Company and the Employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by signing the Amended Second Free Shares 2018 Plan, Beneficiary shall be deemed irrevocably to have waived Beneficiary's entitlement to pursue such claim; and

(m) unless otherwise decided by the Board of Directors, in the event of termination of Beneficiary's employment during the acquisition period, Beneficiary's right to vest in the Shares under the Amended Second Free Shares 2018 Plan, if any, will terminate effective as of the date that Beneficiary is no longer actively employed and will not be extended by any notice period mandated under the local law (e.g., active employment would not include a period of "garden leave" or similar period pursuant to local law).

Data Privacy. Beneficiary hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Beneficiary's personal data as described in this document by and among, as applicable, the Employer, the Company and its subsidiaries and affiliates for the exclusive purpose of implementing, administering and managing Beneficiary's participation in the Amended Second Free Shares 2018 Plan.

Beneficiary understands that the Company and the Employer may hold certain personal information about Beneficiary, including, but not limited to, Beneficiary's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all awards or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in Beneficiary's favor, for the exclusive purpose of implementing, administering and managing the Amended Second Free Shares 2018 Plan ("Data").

Beneficiary understands that the recipients of the Data may be located in France or elsewhere (including outside the European Union), and that the recipients' country may have different data privacy laws and protections than Beneficiary's country. Beneficiary understands that Beneficiary may request a list with the names and addresses of any potential recipients of the Data by contacting Beneficiary's local human resources representative. Beneficiary authorizes the Company and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Amended Second Free Shares 2018 Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing Beneficiary's participation in the Amended Second Free Shares 2018 Plan. Beneficiary understands that Data will be held only as long as is necessary to implement, administer and manage Beneficiary's participation in the Amended Second Free Shares 2018 Plan. Beneficiary understands that Beneficiary may, at any time, view the Data, request additional information about the storage processing of the Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing Beneficiary's local human resources representative. Beneficiary understands, however, that refusing or withdrawing Beneficiary's consent may affect Beneficiary's ability to participate in the Amended Second Free Shares 2018 Plan. For more information on the consequences of Beneficiary's refusal to consent or withdrawal of consent, Beneficiary understands that Beneficiary may contact Beneficiary's local human resources representative.

Language. If Beneficiary has received this document or any other document related to the Amended Second Free Shares 2018 Plan translated into a language other than French and if the translated version is different than the French version, the French version will control.

Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to the Amended Second Free Shares 2018 Plan or future awards that may be granted under the Amended Second Free Shares 2018 Plan by electronic means or to request Beneficiary's consent to participate in the Amended Second Free Shares 2018 Plan by electronic means. Beneficiary hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Amended Second Free Shares 2018 Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

Severability. The provisions of this Amended Second Free Shares 2018 Plan are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

United States

Beneficiary acknowledges that both this award and any Shares are securities, the issuance by the Company of which requires compliance with federal and state securities laws.

Beneficiary acknowledges that these securities are made available to Beneficiary only on the condition that Beneficiary makes the representations contained in this section to the Company.

Beneficiary has made a reasonable investigation of the affairs of the Company sufficient to be well informed as to the rights and the value of these securities.

The Amended Second Free Shares 2018 Plan has been drafted with the intent that each payment thereunder is exempt from Internal Revenue Code Section 409A and should be interpreted accordingly. In all cases, the shares will be delivered on or before March 15th of the year following the year in which a substantial risk of forfeiture no longer exists.

The Company makes no representation as to the tax status of the Amended Second Free Shares 2018 Plan to the Beneficiary's who should seek their own tax advice.

Term Changes/Addendum to the Amended Second Free Shares 2018 Plan

Section 6.6 (Retirement) of the Amended Second Free Shares 2018 Plan does not apply to beneficiaries subject to tax in the United States.