

	AMAFI STANDARD LIQUIDITY CONTRACT	The reference in brackets refer to the comments in section C of AMAFI / 21-61b
Co a o ha lis re	etween: ompany name [], company with share capital of [euros], aving its registered office at [], sted on the Companies House of [] under the number [], presented by [], ereinafter « the Issuer »)	[A.]
ΑN	ND	
a d ha lis re	ompany name [
(h	ereinafter « the Liquidity Provider »)	
Th	ne Issuer and the Liquidity provider collectively are referred to as "the Parties"	
W	hereby the following has been agreed.	



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PREAMBLE	
a. This Contract (Hereinafter « the Contract ») has been entered into accordance with applicable law, in particular:	[P.1.]
 Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC; Commission Delegated Regulation (EU) 2017/567 of 18 May 2016 supplementing Regulation (EU) No 600/2014 of the European Parliament and of the Council with regard to definitions, transparency, portfolio compression and supervisory measures on product intervention and positions and Commission Delegated Regulation (EU) 2017/575 of 8 June 2016 supplementing Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments with regard to regulatory technical standards concerning the data to be published by execution venues on the quality of execution of transactions; the provisions of articles L. 225-207 and following of the French commercial code; the provisions of the General Regulation of the Autorité des Marchés Financiers (AMF), in particulier articles 221-3 and 241-4; and the AMF decision n° 2021-01 of 22 June 2021 establishing liquidity contracts for equity Shares as an accepted market practice (the AMF Decision) and all other provisions referred to therein. 	
b. The AMF Decision specifies in the (5) of its introduction that « <i>interventions carried out under the conditions of Article 1 of this decision, in order to provide liquidity to the equity market of an issuer that does not comply with the conditions set out in this decision, are not prohibited but do not benefit from the exemption provided for in Article 13 of the MAR Regulation » (translation of this text is provided for convenience only, as no official English translation exists).</i>	[P.2.]
c. The Issuer has a Share capital of [[P.3.]
Modify in accordance with the type of Shares covered by the Contract	
The Shares have been admitted to trading on [specify the regulated market(s) or multilateral trading facilitie(s) on which the Contract is to be implemented ("the Market"). The Issuer wishes to buy and sell its Shares in that Market in order to enhance their liquidity and foster regular trading in them or avoid price swings which do not correspond to market trends. The Issuer is therefore authorised, in accordance with applicable laws and regulations, to purchase its Shares as part of the buy-back programme authorised by its General Meeting. It undertakes to inform the Liquidity Provider promptly of any change that may be made in the future to the terms of the share buy-back program that may have an impact on the Contract.	[P.4.] [P.5.] [P.6.]
[In addition, the Issuer is entitled, in accordance with its national law, to carry out purchase and sale transactions under the conditions provided for in this Contract].	[P.7.]



d. The Liquidity Provider is an investment firm (other than a UCITS management company) that is a member of the Market on which it operates under its own commercial identity. It has the powers and means necessary to promote, on behalf of the Issuer, the liquidity of transactions and the regular trading of the Shares on the Market.	[P.8.]
Supplemental clause To be used when the Parties wish to establish a legal link between the Contract and a Euronext liquidity provider agreement	[P.9.]
To be used when the Parties wish to establish a legal link between the Contract and a Euronext liquidity provider agreement	[F.9.]
The Liquidity Provider has signed with Euronext Paris a liquidity provider agreement for the Shares. Performance of that agreement will start with the signature of the Contract.	
Supplemental clause To be used when the Parties have entered into the French version of this Contract	
This Contract has been entered into in French and English. In case of discrepancies, the French version prevails.	
Article 1	
Purpose of the contract	[1.1.]
The purpose of the Contract is to establish how, without interfering with orderly market operations or misleading other parties, the Issuer can:	[1.2.]
	[]
- appoint the Liquidity Provider to trade on its behalf in the Market so as to foster regular and liquid trading in the Shares and to avoid price swings that do not correspond to market trends;	



Article 2 Opening the Liquidity Account	
2.1. The Liquidity Provider shall open an account, number [] (hereinafter « the Liquidity Account »), for the Issuer. All transactions effected by the Liquidity Provider for the Issuer under the Contract shall be recorded on this account. No transactions other than those provided for herein may be recorded on the Liquidity Account.	[2.1.]
2.2. The Issuer may entrust the management of its liquidity contract to only one investment firm and, in order to meet the objective defined in Article 1, may not have recourse to a mechanism other than the liquidity contract concluded pursuant to the AMF decision.	
2.3. The Liquidity Account may not be, under any circumstances, in a debit position neither in cash nor in Shares.	[2.2.]
2.4. To enable the Liquidity Provider to act in accordance with the Contract, the Issuer shall, in accordance with the provisions of article 10, credit the Liquidity Account with:	[2.3.]
- the sum of [] euros, - [] Shares.	
2.5. The conditions under which the Issuer may allocate resources in cash and Shares to the credit of the Liquidity Account are subject to restrictions specified in Article 4, paragraph 6 of the AMF Decision, in accordance with the provisions of article 10.	[2.4.]



Article 3 **Allocation of Shares** [3.1.] Optional supplemental clauses to be used in the event of an allocation of cash without Shares [Within the maximum period of [.....] days following the opening of the Liquidity Account], and / or [within the limit of [.......] Shares or up to an amount of [........] euros], the Liquidity Provider shall acquire Shares on the market, on behalf of the Issuer. The sole purpose of these acquisitions shall be to create a provision of Shares, in accordance with the provisions of article 10, allowing for the [3.2.] implementation of the Contract. The acquisitions shall be made as early as possible in the best interests of the Issuer and without interfering with orderly market operation or misleading other parties. The Parties agree that, notwithstanding the provisions of Article 1, trades executed by the Liquidity Provider in this respect shall not be made for the purpose of fostering regular and liquid trading in the Shares. Accordingly, such trades shall not be subject to the provisions of Article 4. Shares acquired in this way shall be credited to the Liquidity Account. 3.2. 3.3 During this acquisition period, Shares may not be sold before: The period of [.....] days provided for in the first paragraph has elapsed, One of the limits provided for in the first subparagraph is reached. In any event, the Liquidity Provider shall ensure that its interventions do not weigh on the daily volume on the Market. On the first trading day following the day on which the Liquidity Provider informs the Issuer, in accordance with [article 3.1 hereabove] the Liquidity Provider shall trade in strict compliance with the terms of Article 4.



Supplemental clause To be used if the Parties have agreed on a maximum time limit in article 3.1.	
3.4. If, when the time period provided for article 3.1 hereabove has expired, none of the limits specified in that paragraph has been reached, the Parties shall agree on further action in respect of the Contract.	[3.3.]
They can inter alia decide to extend the share acquisition period by [] days.	
3.5. Where one of the limits provided for [article 3.1 hereabove] is reached, the Liquidity Provider shall immediately inform the Issuer.	[3.4.]
The Liquidity Provider shall report to the Issuer on the conditions in which the Shares were acquired.	
On the first trading day following the day on which the Liquidity Provider informs the Issuer in accordance with the first paragraph of article 3.5, the Liquidity Provider shall trade in strict compliance with the terms of Article 4.	



Article 4 Characteristics of the Liquidity Provider's trading	
4.1. So as not to interfere with orderly market operation or mislead other parties, and in accordance with the operating rules of the Market, the sole purpose of the Liquidity Provider's trading shall be to foster regular and liquid trading in the Shares and to avoid price swings that are not justified by market trends.	[4.1.]
To that end, the Liquidity Provider shall comply with the obligations set out in article 4.1 of the AMF Decision.	
Considering the need to maintain a provision of Shares and cash in the Liquidity Account in order to animate the market, the Liquidity Provider is present at the purchase and sale side on the Market under normal market conditions. The Liquidity Provider does not issue any order whose effect is to cause a price fluctuation that do not correspond to market trends.	
4.2. In order to limit that risk, the Liquidity Provider's interventions on the Market are subject to trading restrictions, in terms of volume, price and during a period of determination of an auction, under the conditions specified in paragraphs 3a, 3b and 3c of article 4 of the AMF Decision, respectively.	[4.2.]
4.3. For the purposes of Article 3a of the AMF Decision [and Article 3b] [to be inserted only if the Shares are illiquid or liquid], the Shares are qualified as [Illiquid Capital Shares] / [Liquid Capital Shares] / [Highly Liquid Capital Shares].	[4.3.]
If the Shares change category within the meaning of paragraph 3a of the AMF Decision, the Parties shall take the necessary measures to take account of the changes affecting the implementation of the Contract, in accordance with the requirements of the AMF Decision.	[4.4.]



Pursuant to the general principle set forth in article 4.1. the Parties can agree upon additional special trading arrangements	
Alternative To be used if the Issuer wishes to authorise the Liquidity Provider to act outside the limits set by the AMF Decision	[4.5.]
4.4. For the proper implementation of the Contract in application of the objectives defined in Article 1, and in accordance with the principle recalled in point b of the Preamble, the Issuer authorises the Liquidity Provider to intervene outside the restrictions specified in paragraphs 3a and 3b respectively of Article 4 of the AMF Decision.	
If the Liquidity Provider acts outside of such restrictions, it shall inform the Issuer no later than the following Trading Day, specifying the reasons why it has determined that its intervention is necessary for the proper implementation of the Contract.	
The Issuer undertakes to pay any sums that may be due in respect of the Financial Transaction Tax pursuant to Article 235 ter ZD of the French Code général des impôts.	[4.6.]
Alternative To be used when the Parties wish to establish a legal link between the Contract and a Euronext liquidity provider agreement	[4.7.]
4.5. To foster liquidity and a regular price formation for the Shares, the Liquidity Provider undertakes in compliance with the mandatory provisions set out in paragraph 4.1, to [incorporate the undertakings resulting from the Liquidity Provider Agreement].	
The Parties specifically agree that the terms of trading defined in paragraph 4.1 have been established having regard to those set by Euronext Paris for the Liquidity Provider Agreement pertaining to the Shares.	
Consequently, these terms can be changed by mutual agreement between the Parties in either of the following cases:	
- if Euronext Paris amends these terms of trading;	

if the market or quotation group for the Shares changes.



Article 5 Independence of the Liquidity Provider	
5.1. In connection with its mandate, the Liquidity Provider shall operate fully independently. In particular, the Liquidity Provider may solely decide to trade in the Market in order to:	[5.1.]
 foster regular and liquid trading in the Shares, ensure the continuity of the Contract having regard to the Shares and cash available on the Liquidity Account. 	[5.2.]
The Issuer shall not issue any instructions to the Liquidity Provider or provide it with information that may guide its trading.	
5.2. The Liquidity Provider has put in place an appropriate internal governance designed to guarantee the independence of the employee(s) responsible for carrying out market operations. In any event, it complies with the provisions of paragraph 5 of article 4 of the AMF Decision.	[5.3.]
In connection with the exchanges of information arising from the implementation of the Contract, the Issuer shall refrain from divulging any information that could be considered inside information within the meaning of article L. 465-1 of the Monetary and Financial Code (Code monétaire et financier).	[5.4.]
If, however, such information is brought to its attention, the Liquidity Provider shall take all necessary measures to ensure that it is not passed on or used, whether for its own account or for another person, either directly or indirectly. It shall promptly inform the Issuer of such situation.	[5.5.]
Article 6	
Reporting	
6.1. For each trading day on which it trades under the Contract, the Liquidity Provider shall provide the Issuer with the information needed to maintain the register of purchases and sales provided for in Article R225-160 of the Commercial Code (<i>Code de commerce</i>).	[6.1.]
6.2. The Liquidity Provider shall report monthly to the Issuer the conditions in which it performed its duties under this Contract.	[6.2.] [6.3.]



Article 7 Market disclosure	
n order to enable the Issuer to fulfil its transparency obligations towards the public and towards the Autorité des marchés financiers, as specified n articles 2 and 3 of the AMF Decision, the Liquidity Provider shall make available to the Issuer all information necessary for the latter to fulfil its obligations.	[7.1.]
Alternative	
Whenever a communication to the public or to the Autorité des marchés financiers is required from the Issuer under articles 2 and 3 of the AMF Decision, the Liquidity Provider shall submit to the Issuer a draft statement containing the required information. The Issuer shall be solely responsible for the actual publication of such draft statement.	[7.2.]
Article 8 Providing the information needed for preparing tax returns	
At the end of each financial year and within the time limits set by law, the Liquidity Provider shall provide the Issuer with the information needed for preparing the declaration of Shares income (IFU) required under Article 242-ter of the General Tax Code (Code general des impôts).	
Article 9	
Dividends	
n accordance with the provisions of the fourth subparagraph of Article L. 225-210 of the Commercial Code, no dividends may be paid in relation to the Shares held in the Liquidity Account. The Issuer shall therefore take all necessary measures in consultation with the Liquidity Provider to ensure that dividends are not paid on such Shares.	[9.1.]
Dividends n accordance with the provisions of the fourth subparagraph of Article L. 225-210 of the Commercial Code, no dividends may be paid in relation to the Shares held in the Liquidity Account. The Issuer shall therefore take all necessary measures in consultation with the Liquidity Provider to	[s



Article 10 Balancing the Liquidity Account

10.1. The Parties shall ensure that the amount of Shares and the amount of cash credited to the Liquidity Account (the Resources) are proportionate and appropriate to the objectives of the Contract and take into account, for the Shares, the liquidity of the market. To this end, they shall act in accordance with the conditions set forth in the AMF Decision.

[10.1.]

In addition, the amount of Resources, allocated to the Contract by the Issuer, must comply with the limits set forth in article 4 paragraph 6 of the AMF Decision, it being recalled that, as indicated in article 4, the Issuer's Shares are qualified as [Illiquid Capital Shares] / [Liquid Capital Shares] / [Highly Liquid Capital Shares].

The aforementioned limits applicable to the Issuer's Shares are assessed on the basis of market data on the date the Contract is entered into. They shall be re-examined at the time of its maturity and renewal. They may be re-examined, if necessary, during the period.

If the Shares change category within the meaning of paragraph 3a of the AMF Decision, the Parties shall take the necessary measures to take into account the changes affecting the implementation of the Contract, in accordance with the requirements of the AMF Decision. To this end, the Liquidity provider shall adapt its conditions of intervention in accordance with article 4, while the Issuer may increase the resources allocated to the implementation of the Contract or decrease them under the conditions provided for in article 12. Where the Shares are first admitted to trading on a market, the volume restrictions and resource limits in cash or Shares shall be assessed during the first 30 trading sessions in the light of information published by the European Securities and Markets Authority concerning the liquidity segment and the estimated average daily volume of equity Shares traded on the market. For illiquid equity Shares, the resources in cash and Shares are limited to 500,000 euros.

- **10.2.** If the Liquidity Account shows an imbalance between the cash balance and the balance of Shares that appears likely to make it impossible to ensure the continuity of trading under the terms of the Contract, the Liquidity Provider shall be entitled to buy or sell Shares as appropriate in order to bring the cash and Shares back into balance.
- **10.3.** The purchases and sales made for this purpose shall be executed without delay in the best interest of the Issuer and without interfering with orderly market operation or misleading other parties.

The Parties agree that, notwithstanding the provisions of Article 1, trades executed by the Liquidity Provider in this respect shall not be made for the purpose of fostering regular and liquid trading in the Shares. Accordingly, such trades shall not be subject to the provisions of Article 4.

[10.2.]

[10.3.]



Article 11 Further contributions to the Liquidity Account	
11.1. [Insufficient Resources are available in the Liquidity Account] If the cash balance or the balance of Shares in the Liquidity Account appears to be too low to ensure the continuity of trading under the terms of the Contract, the Liquidity Provider shall consult with the Issuer to determine the means of remedying the situation.	[11.1.]
11.2. The Issuer may decide to make further contributions of Shares and/or cash to the Liquidity Account, with respect to the limits provided for in the AMF Decision.	
11.3. Any increase in the Resources allocated to the implementation of the Contract must be disclosed to the public in accordance with the procedures set forth in Article 221-3 of the General Regulations of the Autorité des marchés financiers.	[11.2.]



Article 12 Debits from the Liquidity Account	[12.1.]
12.1. When Resources must be reduced pursuant to the AMF Decision, whether or not at the initiative of the Issuer, the readjustment shall be made within a period not exceeding 6 months following the renewal of the Contract, as provided for in article 16, or, as the case may be, the change of category of the Issuer's Shares, unless the Autorité des marchés financiers gives its special approval.	[12.2.] [12.3.]
12.2. When cash is debited, it is transferred from the Liquidity Account by the Liquidity Provider to the account designated by the Issuer.	[12.4.]
When Shares are debited, the Liquidity Provider shall sell them on the Market. Any such sales shall be made as promptly as practicable in the best interests of the Issuer and without interfering with orderly market operation or misleading other parties. The Parties agree that, notwithstanding the provisions of Article 1, trades executed by the Liquidity Provider in this respect shall not be made for the purpose of fostering regular and liquid trading in the Shares. Accordingly, such trades shall not be subject to the provisions of Article 4.	[12.5.] [12.6.]
However, no later than three months after the date on which the readjustment is to be made, the Issuer may decide that all or part of the Shares to be debited shall be transferred by the Liquidity Provider to an account designated by it.	
12.3. The Liquidity Provider shall transfer without delay the debited cash or the sale price of Shares under the terms of paragraph 2 of this Article to the account(s) specified by the Issuer.	
12.4. Any decrease in the Resources allocated to the implementation of the Contract shall be disclosed to the public in accordance with the procedures set forth in Article 221-3 of the General Regulations of the Autorité des marchés financiers.	[12.7.]
Article 13 Closing the Liquidity Account	[13.1.]
13.1. If the Contract is not renewed or is rescinded, the Liquidity Provider shall close the Liquidity Account.	
13.2. Acting on the Issuer's instructions, the Liquidity Provider shall promptly transfer the cash on the closed Liquidity Account to the account(s) specified by the Issuer.	



Article 14	
Compensation	
14.1. For the performance of its tasks under the Contract, the Liquidity Provider shall receive [specify the compensation procedures and frequency].	[14.1.]
Supplemental clause to be used in case of variable compensation	
The variable part of the compensation to be paid to the Liquidity Provider pursuant to the procedures defined above complies with article 6 of the AMF Decision.	
Article 15 Confidentiality	
All information exchanged between the Parties under the terms of the Contract shall be confidential.	
However, this requirement shall not be an obstacle to providing information to the competent authorities, and to the AMF in particular, in accordance with applicable laws and regulations.	
Article 16 Duration of the Contract	
The Contract is entered into for an initial period of [] months from [this day] and shall thereafter be renewed by tacit agreement for successive periods of [twelve months], unless otherwise advised by one of the Parties to the other [days/months] at least prior to the renewal date of the Contract.	[16.1.]
Article 17 Suspension of the Contract	
17.1. Performance of the Contract shall be suspended under the conditions set forth in Article 5 of the AMF Decision.	[17.1.]



Article 18 Termination of the Contract	
18.1. The Issuer may terminate the Contract at any time and without notice, in accordance with the conditions for closing the Liquidity Account stipulated in Article 13.	[18.1.]
18.2. The Liquidity Provider may terminate the Contract with a notice of [specify the notice period]. When the notice period expires, the Liquidity Account shall be closed in accordance with the conditions stipulated in Article 13.	
[18.3. The Contract shall automatically be terminated if the Parties don't reach an agreement on the future of the Contract in the situation mentioned in Article 3.4.]	
Supplemental clause To be used when the Parties wish to establish a legal link between the Contract and a Euronext liquidity provider agreement	
18.4. When the contract between the Liquidity Provider and [<i>Euronext Paris</i>] is terminated, the Liquidity Provider shall be entitled to terminate the Contract.	
Article 19 Applicable law	
The Contract shall be governed by French law.	



The Tribunal de Commerce of [<i>specify th</i> execution of the Contract.	Article 20 Settlement of Disputes Alternative 1 Jurisdiction ne jurisdiction] shall have sole jurisdiction in the event of problems regarding the validity, interpretation of	r [20.1.]
	Alternative 2 Arbitration	
All disputes between the Parties arising f <u>rules</u>].	from the Contract shall be settled by arbitration in accordance with [specify the applicable arbitration	
Signature In [], on the []		
THE ISSUER (add		
Represented by (add		

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