

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant

Meliora Strategy
1813 13th Street NW, Suite 2, Washington DC 20009

2. Registration No.

6510

3. Name of Foreign Principal

Genfit

4. Principal Address of Foreign Principal

Parc Eurosañte -Lille Metropole
885 Avenue Eugene Avinee
59120 Loos, France

5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
- Partnership Committee
- Corporation Voluntary group
- Association Other (*specify*) Biopharmaceutical Company
- Individual-State nationality

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
- b) Name and title of official with whom registrant deals

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom registrant deals
- c) Principal aim

¹"Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Genfit is a biopharmaceutical group dedicated to the discovery and development of drugs in therapeutic areas with strong unmet medical needs due to the lack of efficient treatments and the increase in the number of patients worldwide

b) Is this foreign principal:

- | | |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Jean-Francois Mouney, chairman and CEO

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
	Pascaline Clerc, Principal	

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Meliora Strategy

2. Registration No.

6510

3. Name of Foreign Principal

Genfit

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Meliora Strategy will provide guidance on US-tailored NASH education program, counsel on the overall strategy for the NASH awareness program, and situation analysis and guidance on US initiatives which can impact GENFIT and their efforts.

Meliora Strategy will provide support to Genfit to engage and educate stakeholders on the disease.

Meliora Strategy will assist Genfit with media relations.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

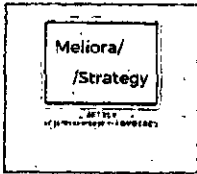
Meliora Strategy's activities may include communications on behalf of Genfit with officials in the US executive branches, departments and agencies, with members of the US Congress and with other individuals and organizations involved in governmental or public policies.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
	Pascaline Clerc, Principal	

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



1813 13TH STREET NW – Suite 2
Washington, DC 20009
240-620-9175
Pascaline.clerc@gmail.com

January 10, 2018

Jean-Christophe Marcoux
Chief Strategy Officer
GENFIT
Parc Euro Santé
Lille Métropole
885 Avenue Eugène Avinée
59120 Loos, France

Dear Jean-Christophe,

I would like to thank you for the opportunity to submit a proposal to GENFIT to respond to your needs of standing up a NASH Education program and increasing GENFIT's footprint in the United States. Please find below a proposal presenting the scope of work that Meliora Strategy can offer. I look forward to continuing the conversation with your team and will remain available to answer any questions you may have.

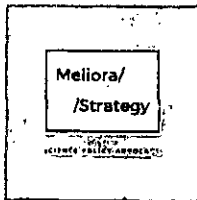
I am looking forward to working with GENFIT.

Sincerely,

A handwritten signature in black ink, appearing to read "Pascaline Clerc".

Pascaline Clerc, PhD

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**GENFIT - NASH awareness program
January 15th through November
15th 2018**

Background

Over the past two decades, the prevalence of nonalcoholic steatohepatitis (NASH) has increased by more than two fold in the United States. NASH can lead to liver fibrosis and cirrhosis and ultimately to hepatocellular carcinoma. The symptoms are usually absent, and only a limited population is aware of the disease and the potential risk to develop the disease, which is higher amongst a population with pre-diabetes, diabetes and obesity. In the United States, Hispanics, African-Americans and Native Americans are the three populations with the highest incidence of diabetes and obesity.

The economic burden that NASH represents includes the cost of treating the liver disease itself but also the increased occurrence of cardiovascular and others diseases. In the United States, 12% of the adult population is affected by NASH, and that rises to 70% of obese and diabetic patients over 50 years old. It is estimated that up to 25% of adults with NASH may have cirrhosis, as well. In the United States, NASH is now considered the second most common indication for liver transplantation after chronic hepatitis C.

GENFIT is entering Phase III clinical trial for Elafibranor, which prevents fibrosis progression. GENFIT is also identifying new biomarkers to facilitate easier diagnosis of NASH. Currently, the disease is diagnosed by a multi-step process, including a blood test, an imagery test, and eventually, a liver biopsy in order to detect liver inflammation and damage.

GENFIT is based in France, and its main competitors are U.S.-based companies traded on the NYSE and Nasdaq exchanges.

Objective of the project

The goal of the project is to raise awareness of the disease by launching the NASH Education Program and the first International NASH Day, while positioning GENFIT as a reference company on NASH in the U.S. media, in order to increase interest from potential investors.

In the United States, this will be done by strongly engaging influencers, members of the industry, stakeholders and interest groups representing communities the most impacted by the disease (African-American, Hispanic, and Native American) to give them the tools to educate their communities and share information. There should also be a focus on engaging with members of Congress and representatives of the Executive Branch to educate them on the disease and its impact.



Who we are

Pascaline Clerc is the founder and principal of Meliora Strategy, and she would be the project lead and main point of contact. She holds a PhD in cellular biology from Université Grenoble I, and during her career, she has worked at the National Institutes of Health and the Department of Interior in the United States. After working in the lab for many years, she has focused her professional career on science policy and advocacy, working at an international non-profit, where she led national campaigns, engaged with stakeholders, and served as a spokesperson to the media. Most recently, Pascaline was awarded a Science & Technology Policy fellowship by the American Association for the Advancement of Science. Dr. Clerc has spent over 10 years working in science on the research and policy sides, and has developed a unique skill-set in the process.

Peter O'Toole is the founder of Objective Lab and will join this project as a strategic advisor, having recently completed a three-year, multimillion-dollar reputation project for the Pharmaceutical Research and Manufacturers of America (PhRMA) focused on the cost and value of new medicines to patients. Peter was previously a senior executive at Pfizer and GE, counseling their CEOs while also designing and leading complex public affairs and government relations programs in the U.S., across Europe, China, India and Japan. He was a global spokesman for both Pfizer and GE. Prior to this, Peter was a speechwriter in the administration of President Bill Clinton and began his career as a journalist based in Munich, Germany.

Mark Grayson will serve as a strategic advisor. He recently retired from PhRMA after more than 30 years. As deputy VP for public affairs, Mark helped implement strategies the industry used in the pricing discussions surrounding the current HepC medicines. He also implemented programs that highlighted company patient assistance programs in the U.S. and access to medicine programs around the world. Early on, Mark developed and edited the ongoing Medicines in Development series for the industry. For the last 10 years Mark led the public affairs efforts internationally on intellectual property and NCD issues. Mark served as the industry spokesman on many of the current issues facing the industry today. Prior to PhRMA Mark was an executive with Hill and Knowlton and lawyer at the U.S. Department of Commerce.

A handwritten mark, possibly initials or a signature, consisting of a stylized 'F' or 'E' shape.



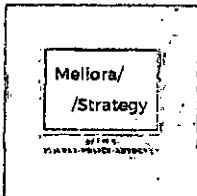
SCOPE OF SERVICES

Overview

Meliora Strategy shall provide the following services (hereinafter the "Services") to GENFIT starting in January 15, 2018 through November 15, 2018:

WORKSTREAMS	MONTHLY FEE
<p>Counsel on PR firms Outreach to our NYC press and influencer network for the March press conference</p>	<p>In-Kind</p>
<p>Strategic Counsel</p> <ul style="list-style-type: none"> ● Guidance on U.S.-tailored NASH Education Program narrative ● Counsel on overall strategy for the NASH awareness program, drug pricing messaging, investor and analyst identification and targeting ● Counsel on international education program ● Draft overall GENFIT/NASH narrative, talking points and media strategy (print, radio, TV, ads, social media, sponsored newsletters and events) ● Weekly meetings/calls with PR firm(s) ● Situation analysis and guidance on legislation, regulations and other U.S.-specific initiatives which can impact GENFIT and their efforts ● Regular GENFIT contact at frequency suitable for client 	
<p>Government Relations/Alliance and Partnership Building</p> <ul style="list-style-type: none"> ● Register with the U.S. Department of Justice's Foreign Agent Registration Unit (FARA), as we have for previous international clients to ensure compliance with all applicable laws and regulations ● Leverage our existing relationships on Capitol Hill and with the Administration to educate relevant members (Senate and House Committee, Congressional Black Caucus, Congressional Hispanic Caucus, Diabetes Caucus, Congressional Rare Disease Caucus, Congressional Urban Caucus, French Caucus and others) and Administration staff (Department of Health and Human Services, Centers for Disease Control and others) ● Leverage existing senior relationships with Pharmaceutical Research and Manufacturers of America (PhRMA) and Biotechnology Innovation Organization (BIO) to identify shared priorities and opportunities. ● Leverage existing relationships with the Embassy of France to identify shared opportunities/joint lobbying days ● Identify well-regarded and relevant influencers, stakeholders and interest groups 	

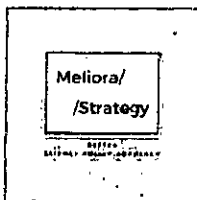
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<p>(industry influencers, patient groups, non-governmental French interest groups or individuals and others)</p> <ul style="list-style-type: none"> ● Activate our relationships with influencers in the Hispanic, African-American, Native American, faith-based and other communities particularly impacted by the disease; organize meetings/roundtables with those identified. ● Prepare stakeholders, influencers and interest groups to serve as surrogates/spokespersons with media, legislators and others on International NASH day; manage stakeholders, influencers and interest groups on International NASH Day 	
<p>Media Relations</p> <ul style="list-style-type: none"> ● Assist U.S. PR firm(s) with managing master U.S. media list (traditional and social media) in coordination with GENFIT France media relations ● Assist with regular updates to U.S. media ● If client desires, serve as on-record spokesperson for the NASH education program 	
<p>Total (monthly) Total for duration of the contract (Jan. 15th through Nov. 15th 2018)</p>	<p>\$25,000 \$250,000</p>

Any items not contemplated above will be considered outside the Scope of Services. If Client expands the Scope of Services, the amount required to perform the additional services will be agreed upon and an Addendum will be attached to the current Scope of Services. Additionally, this proposal doesn't include cost of out of pocket expenses (i.e. travel, advertising design and placement fees, subscriptions, etc). Any such expense must be approved in written by GENFIT.

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TERMS AND CONDITIONS APPLICABLE TO THE SERVICES PERFORMED BY MELIORA STRATEGY AS DESCRIBED IN THE SCOPE OF SERVICES

This agreement (hereinafter the "**Agreement**") is made by and between :

GENFIT, a company organized and existing under the laws of France, with headquarters located at Parc Eurasanté - Lille Métropole, 885, Avenue Eugène Avinée, 59120 Loos, France, registered under Register of commerce and Companies of Lille Métropole under number 424 341 907,

Represented by Mr Jean- François MOUNEY,
Acting in the capacity of Chairman and CEO,

Hereinafter referred together with its legal Affiliates as "**GENFIT**"

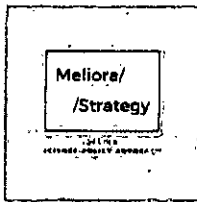
AND

MELIORA STRATEGY, a company organized and existing under the laws of USA, with headquarters located at 1813 13th Street NW – Suite 2, Washington, DC 20009, registered under number XXX

Represented by Pascaline Clerc
Acting in the capacity of Principal,

Hereinafter referred as "**Meliora Strategy**"

both collectively hereinafter referred to as the "**Parties**" and individually referred to as "**Party**",



For purposes of this Agreement, "**Affiliate**" means any corporation or unincorporated organization which owns, directly or indirectly, at least fifty per cent (50%) of the voting shares of either Party, in which at least fifty per cent (50%) of the issued voting shares are owned, directly or indirectly, by either Party or by a corporation or unincorporated organization, or in which ownership of at least fifty per cent (50%) of the issued voting shares are, directly or indirectly, common to that of one of the Parties.

The Agreement begins January 15, 2018 and will end on November 15, 2018. The Agreement can be renewed upon mutual written agreement signed by the Parties.

Exclusivity

Meliora Strategy will enter into an exclusivity relationship with GENFIT for the duration of this Agreement prohibiting Meliora Strategy for working on any other NASH-related projects.

Fee Billing. For the performance of the Services, GENFIT shall pay to Meliora Strategy the total amount of USD 250,000 (Two hundred fifty thousand dollars) equal to USD 25,000 (Twenty-five thousand dollars) per month. Meliora Strategy shall invoice on the 5th of each month for prior month's Services, payable upon forty-five (45) days end of month. Fees are based on the Scope of Services above and not based on actual hours. As such, Meliora Strategy shall not be obligated to provide Client with hourly billing detail.

Expense Billing. Upon presentation of the appropriate supporting documents and provided that these expenses have previously been approved in written by GENFIT, out of pocket expenses incurred by Meliora Strategy for the performance of Services (i.e travel, advertising design and placement fees, subscriptions, etc) will be reimbursed to Meliora Strategy.

Invoices. Meliora Strategy will render invoices to include professional services in one lump sum and expenses by category. Documentation for out-of-pocket expenses will be available upon request. Payment terms are upon forty-five (45) days from the end of the month in which the invoice has been received. All such invoices shall mention the reference OCO-COM.

The invoices shall be on behalf of GENFIT Corp. 185 Alewife Brook Parkway, Suite 401, 4th floor Cambridge, MA 02138.

The invoices shall be sent to AXELIA PARTNERS, Attn : Polina PAUNOVA, 185 Alewife Brook Parkway, Suite 210, Cambridge, MA 02138.

GENFIT represents and warrants that the materials and information it provides to Meliora Strategy are accurate and complete and that it is the owner or licensee of all intellectual property rights sufficient to enable Meliora Strategy to edit, reproduce and otherwise use, publish and distribute such materials in performing Services for GENFIT hereunder.

Neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damages, costs, expenses or for any other liability howsoever incurred or suffered by the other Party which is of an indirect or consequential nature including without limitation any liability to any third party, or any loss of business, profits, turnover, or goodwill. GENFIT shall defend, indemnify and hold Meliora Strategy harmless from and against any third-party liabilities,

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actions, claims, damages, judgments or expenses, including reasonable attorneys' fees and costs, (collectively "**Claims**") that arise out of or relate to: (i) information, statements or materials (including any Claims relating to intellectual property rights therein), prepared or provided by GENFIT, that GENFIT directed Meliora Strategy to use or that were approved by GENFIT, including, without limitation, any Claims of infringement or misappropriation of copyright, trademark, patent, trade secret or other intellectual property or proprietary right, infringement of the rights of privacy or publicity, or defamation or libel (ii) product liability or death, personal injury or property damage arising out of, or relating to, GENFIT's acts or omissions or GENFIT's products, services or equipment; and/or (iii) GENFIT's negligence or willful misconduct. In addition, in matters in which Meliora Strategy is not an adverse party, GENFIT shall pay or reimburse Meliora Strategy for all reasonable staff time, attorneys' fees and expenses Meliora Strategy incurs in relation to subpoenas, depositions, discovery demands and other inquiries in connection with suits, proceedings, governmental, legislative or regulatory hearings, investigations or other civil or criminal proceedings in which GENFIT is a party, subject or target.

Except for infringement of intellectual property, confidentiality obligations, willful misconduct, gross negligence, each Party's aggregate liability arising out of, or relating to, this Agreement (whether in contract, tort or other legal theory) shall not exceed the amount of fees paid by GENFIT to Meliora Strategy hereunder. In addition, Meliora Strategy shall not be liable to GENFIT for any special, consequential, punitive or other indirect damages (including, but not limited to, lost revenues or profits), whether or not notified of such damages.

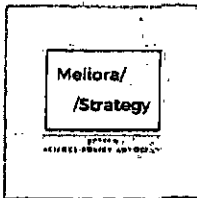
Each Party will use reasonable efforts to keep confidential all information and materials so designated by the other Party and to limit access to such information and materials to those with a need to know for purposes of performing this Agreement. Meliora Strategy undertakes to keep strictly confidential, and not to disclose or make accessible to any other person or use for any other purpose other than in connection with the fulfillment of its duties under this Agreement, during the Agreement and after its completion, any Confidential and Proprietary Information (as defined below) owned by, or received from or on behalf of GENFIT. Confidential and Proprietary Information means any information that Meliora Strategy receives from or on behalf of GENFIT or acquires about GENFIT, including without limitation, any information, data or reports whether disclosed directly or indirectly in writing, orally or electronically, as well as all social, commercial, technical or financial information about GENFIT's activity and the existence and contents of the present Agreement itself.

Meliora Strategy warrants to sign a confidential disclosure agreement, including the same rules and requirements than those contained into the present Agreement, with all its subcontractors approved by GENFIT, namely Peter O'Toole and Mark Grayson.

Notwithstanding the foregoing, each party acknowledges that information and materials shall not be deemed confidential for the purposes of this Agreement if such information and materials: (i) become publicly available through no wrongful act or breach of any obligation of confidentiality on the receiving party's part; (ii) are, at the time of disclosure, lawfully known to the receiving party without restriction on disclosure; (iii) are independently developed or obtained by the receiving party without breach of this Agreement; (iv) are required to be disclosed by law or applicable legal process; or (v) are authorized for release by the disclosing party.

Confidential and Proprietary Information shall not be disseminated over the Internet including by standard e-mail boxes (e.g. gmail, yahoo, etc.) unless if otherwise agreed upon and then only under appropriate means of protection like encryption, password protection or GENFIT's validated secured e-rooms.

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GENFIT Corp, the GENFIT's Affiliate, will furnish to Meliora Strategy the appropriate materials, including a laptop, to warrant the security of the communications. The materials shall remain the sole property of GENFIT Corp.

GENFIT shall be able to terminate the Agreement at any time for any reason by sending a registered letter with acknowledgement of receipt to Meliora Strategy. The termination shall go into effect fifteen (15) days following receipt by Meliora Strategy of the said registered letter. GENFIT shall then pay Meliora Strategy, excluding any indemnity for termination, the amount corresponding to the fees for Services carried out for GENFIT up to the date of termination, with a deduction made for payments already made. Termination of this Agreement shall not relieve either Party of any obligation to the other in respect of any other provisions of this Agreement which by their nature are intended to survive. Upon termination, Meliora Strategy will return to GENFIT all Confidential and Proprietary Information and materials provided by GENFIT and GENFIT Corp, other than such confidential information which Meliora Strategy has a legal or regulatory obligation to retain.

READ AND APPROVED:

By GENFIT

Jean-François MOUNEY

Chairman and CEO

Date: *January 15th, 2018*

Signature :

By Meliora Strategy

Pascaline CLERC

Principal

Date: 01/12/2018

Signature :