

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

FORM S-8  
REGISTRATION STATEMENT  
UNDER THE SECURITIES ACT OF 1933

**FLAMEL TECHNOLOGIES S.A.**

(Exact name of Registrant as specified in its charter)

**Republic of France** **43-1050617**  
(State or other jurisdiction of incorporation or organization) (I.R.S. Employer Identification No.)

**Parc Club du Moulin à Vent**  
**33, avenue du Docteur Georges Levy**  
**Vénissieux France** **69200**  
(Address of Principal Executive Offices) (Zip Code)

**2016 Free Share Plan**  
**2016 Stock Option Plan**  
**2016 Stock Warrant Plan**  
(Full title of the plans)

**Phillandas T. Thompson, Esq.**  
**Flamel Technologies S.A.**  
**Parc Club du Moulin à Vent**  
**33, avenue du Docteur Georges Levy**  
**69200 Vénissieux France**  
(Name and address of agent for service)

**(636) 449-1840**  
(Telephone number, including area code, of agent for service)

*Copies of all correspondence to:*

**Timothy I Kahler, Esq.**  
**Joseph Walsh, Esq.**  
**Troutman Sanders LLP**  
**875 Third Avenue**  
**New York, NY 10022**  
**(212) 704-6000**

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer   
Non-accelerated filer  (Do not check if a smaller reporting company) Smaller reporting company

**CALCULATION OF REGISTRATION FEE**

Title of Securities to be Registered <sup>(1)</sup>	Amount to be Registered <sup>(2)</sup>	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Ordinary Shares, €0.122 nominal value	2,600,000	\$12.91 <sup>(3)</sup>	\$33,566,000 <sup>(3)</sup>	\$3,380.10 <sup>(3)</sup>

(1) Each Ordinary Share is represented by one American Depositary Share.

(2) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended, this Registration Statement also covers an indeterminate number of additional Ordinary Shares, €0.122 nominal value, of the Registrant, which may be offered and issued to prevent dilution resulting from adjustments as a result of stock dividends, stock splits, reverse stock splits, recapitalizations, reclassifications, mergers, split-ups, reorganizations, consolidations and other capital adjustments.

(3) Estimated solely for the purpose of calculating the registration fee and computed in accordance with Rule 457(c) and (h) under the Securities Act of 1933, as amended, using the average of the high and low sale prices of the Ordinary Shares of the Registrant as reported on The NASDAQ Global Market on August 11, 2016, which was \$12.91 per share.

**PART I**

**INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS**

**ITEM 1. Plan Information.**

Not required to be filed with this Registration Statement.

**ITEM 2. Registrant Information and Employee Plan Annual Information.**

Not required to be filed with this Registration Statement.

**PART II**

**INFORMATION REQUIRED IN THE REGISTRATION STATEMENT**

**ITEM 3. Incorporation of Documents by Reference.**

The Registrant hereby incorporates by reference into this Registration Statement the following documents previously filed by the Registrant with the Securities and Exchange Commission (the "Commission"):

- The Registrant's Annual Report on Form 10-K (File No. 000-28508) for the year ended December 31, 2015, filed with the Commission on March 15, 2016, as amended by the Registrant's Annual Report on Form 10-K/A (File No. 000-28508) for the year ended December 31, 2015, filed with the Commission on April 29, 2016.
- The Registrant's Quarterly Report on Form 10-Q (File No. 000-28508) for the quarterly period ended March 31, 2016, filed with the Commission on May 10, 2016.
- The Registrant's Quarterly Report on Form 10-Q (File No. 000-28508) for the quarterly period ended June 30, 2016, filed with the Commission on August 15, 2016.
- The Registrant's Current Reports on Form 8-K (File No. 000-28508) filed with the Commission on January 11, 2016, February 9, 2016, March 10, 2016 (SEC Accession No. 0001144204-16-087059), March 31, 2016, April 19, 2016, May 2, 2016 (only as to Item 1.01 thereof and Exhibit 2.1 thereto), May 27, 2016, June 2, 2016, June 16, 2016, July 1, 2016 and August 12, 2016 (only as to Item 5.07 thereof).
- The description of the Registrant's Ordinary Shares and the American Depositary Shares representing the Ordinary Shares, contained in the Registrant's Registration Statement on Form F-1 (Registration No. 333-3854), filed by the Registrant with the Commission on April 19, 1996, including any amendments or reports filed for the purpose of updating such description.

All documents that the Registrant subsequently files pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities and Exchange Act of 1934, as amended, prior to the filing of a post-effective amendment to this Registration Statement which indicates that all of the Ordinary Shares offered have been sold or which deregisters all of such Ordinary Shares then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of the filing of such documents.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded to the extent that a statement contained herein or in any other subsequently filed document which also is or 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.

Notwithstanding the above, information that is "furnished to" the Commission shall not be deemed "filed with" the Commission and shall not be deemed incorporated by reference into this Registration Statement.

**ITEM 4. Description of Securities.**

Not applicable.

**ITEM 5. Interests of Named Experts and Counsel.**

Not applicable.

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**ITEM 6. Indemnification of Directors and Officers.**

Under French law, a company may purchase directors' and officers' insurance for all or part of the members of its management. A French corporation is responsible to third parties for the consequences of the decisions of its board of directors. However, if those decisions qualify as mismanagement, the relevant member of the board of directors may have to fully or partly indemnify the company. The Registrant maintains liability insurance for its directors and principal executive officers, including insurance against liabilities under the Securities Act of 1933, as amended.

**ITEM 7. Exemption from Registration Claimed.**

Not applicable.

**ITEM 8. Exhibits**

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

**ITEM 9. Undertakings.**

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to the 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 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration fee" table in the effective Registration Statement; and

(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 (1)(i) and (1)(ii) shall not apply if the information required to be included in a post-effective amendment by those clauses is contained in periodic 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 into the Registration Statement;

(2) 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 therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and

(3) 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.

(b) 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 into the Registration Statement shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) 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 indemnification provisions summarized in Item 6 above, 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.

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## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, 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 Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Chesterfield, Missouri, on August 16, 2016.

### FLAMEL TECHNOLOGIES S.A.

By: /s/ Michael S. Anderson  
Michael S. Anderson  
Chief Executive Officer

### POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each of Craig R. Stapleton, Guillaume Cerutti, Francis J.T. Fildes, Benoit Van Assche and Christophe Navarre constitutes and appoints Michael S. Anderson and Phillandas T. Thompson, and each of them, as his true and lawful attorney-in-fact and agent, upon the action of such appointee, with full power of substitution and resubstitution, to do any and all acts and things and execute, in the name of the undersigned, any and all instruments which each of said attorneys-in-fact and agents may deem necessary or advisable in order to enable Flamel Technologies S.A. to comply with the Securities Act of 1933, as amended (the "Securities Act"), and any requirements of the Securities and Exchange Commission (the "Commission") in respect thereof, in connection with the filing with the Commission of this Registration Statement on Form S-8 under the Securities Act, including specifically but without limitation, power and authority to sign the name of the undersigned to such Registration Statement, and any amendments to such Registration Statement (including post-effective amendments), and to file the same with all exhibits thereto and other documents in connection therewith, with the Commission, to sign any and all applications, Registration Statements, notices or other documents necessary or advisable to comply with applicable state securities laws, and to file the same, together with other documents in connection therewith with the appropriate state securities authorities, granting unto each of said attorneys-in-fact and agents full power and authority to do and to perform each and every act and thing requisite or necessary to be done in and about the premises, as fully and to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that each of said attorneys-in-fact and agents may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Michael S. Anderson</u> Michael S. Anderson	Chief Executive Officer (Principal Executive Officer) and Director	August 16, 2016
<u>/s/ Michael F. Kanan</u> Michael F. Kanan	Chief Financial Officer (Principal Financial Officer)	August 16, 2016
<u>/s/ David P. Gusky</u> David P. Gusky	Corporate Controller (Principal Accounting Officer)	August 16, 2016
<u>/s/ Craig R. Stapleton</u> Craig R. Stapleton	Non-Executive Chairman of the Board and Director	August 16, 2016
<u>/s/ Guillaume Cerutti</u> Guillaume Cerutti	Director	August 16, 2016
<u>/s/ Francis J.T. Fildes</u> Francis J.T. Fildes	Director	August 16, 2016
<u>/s/ Benoit Van Assche</u> Benoit Van Assche	Director	August 16, 2016
<u>/s/ Christophe Navarre</u> Christophe Navarre	Director	August 16, 2016

## INDEX TO EXHIBITS

<b>Exhibit Number</b>	<b>Description</b>
3.1	Revised <i>Statuts</i> or ByLaws of the Company (1)
5.1	Opinion of Fidal Law Firm
23.1	Consent of PricewaterhouseCoopers Audit
23.2	Consent of Fidal Law Firm (2)
24.1	Power of Attorney (included on signature page)
99.1	2016 Free Share Plan
99.2	2016 Stock Option Plan
99.3	2016 Stock Warrant Plan

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(1) Incorporated by reference to the Flamel Technologies S.A.'s Annual Report on Form 20-F (File No. 000-28508) for the year ended December 31, 2014, filed on April 30, 2015.

(2) Included in Exhibit 5.1.

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4-6 avenue d'Alsace  
92982 Paris La Défense Cedex

Tél : 01 46 24 30 30 -Fax : 01 46 24 30 32

Barreau des Hauts-de-Seine  
Toque N 702

August 16, 2016

Flamel Technologies S.A.  
Parc Club du Moulin à Vent  
33, avenue du Docteur Georges Levy  
69200 Vénissieux France

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel to Flamel Technologies S.A., a *société anonyme* organized under the laws of France (the "Company"), in connection with the filing with the United States Securities and Exchange Commission (the "Commission") of a registration statement on Form S-8 (the "Registration Statement") relating to the registration pursuant to the provisions of the Securities Act of 1933, as amended (the "Securities Act"), of 2,600,000 of the Company's ordinary shares, nominal value €0,122 per share (the "Ordinary Shares"), as follows (collectively, the "**Shares**"): (1) 1,500,000 Ordinary Shares for issuance under the Company's 2016 Stock Option Plan (the "2016 Option Plan"); (2) 350,000 Ordinary Shares for issuance under the Company's 2016 Plan Allocation for Warrants (the "2016 Warrant Plan"); and (3) 750,000 Ordinary Shares for issuance under the Company's 2016 Plan Allocation for Free Shares (the "2016 Free Share Plan" and, together with the 2016 Option Plan and the 2016 Warrant Plan, the "**Plans**"). This opinion is being provided at your request for inclusion in the Registration Statement.

In rendering this opinion, we reviewed the corporate proceedings taken by the Company in connection with the authorization and reservation for issuance of the Shares and certain books and records of the Company, and have made such other investigations as we deemed necessary for purposes of this opinion. In such examinations, we have assumed (i) the genuineness of all signatures on all original documents, the authenticity of all documents submitted to us as originals, the conformity to the original documents of all copies submitted to us, the authenticity of the originals of documents submitted to us as copies, and the due execution and delivery of all documents where due execution and delivery are prerequisite to the effectiveness thereof, (ii) 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 respective 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 relevant Plan.

FIDAL -Société d'avocats  
Société d'exercice libéral  
par actions simplifiée à directoire  
et conseil de surveillance

Capital : 6 000 000 Euros  
525 031 522 RCS Nanterre  
TVA Union Européenne  
FR 42 525 031 522 - NAF 69102

Siege social :4-6, avenue d'Alsace  
92400 Courbevoie - France  
Tél : 01 46 24 30 30 - [www.fidal.com](http://www.fidal.com)  
Barreau des Hauts-de-Seine

As to questions of fact material to this opinion, we relied solely upon certificates and statements of officers of the Company and certain public officials. We assumed and relied upon the accuracy and completeness of such representations and warranties, certificates, and statements, the factual matters set forth therein, and the genuineness of all signatures thereon, and nothing has come to our attention leading us to question the accuracy of the matters set forth therein. We have made no independent investigation with regard thereto and, accordingly, we do not express any view or belief as to matters that might have been disclosed by independent verification. Our opinion set forth below is limited to the laws of the Republic of France as currently in effect, and we express no opinion as to the effect of the laws of any other jurisdiction.

Based upon and subject to the foregoing, we are of the opinion that the Shares that may be issued pursuant to the Plans have been duly authorized and, when and to the extent issued in accordance with the relevant Plans and any applicable agreements between the Company and the recipient of the option, warrant or other applicable award relating to such Shares and subject to payment of due consideration therefor (to the extent applicable), will be validly issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion or copies thereof as an exhibit to the Registration Statement. In giving the foregoing consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

This opinion is effective as of the date hereof and we disclaim any obligation to supplement this opinion for any change hereafter as to matters of fact or law addressed herein.

Very truly yours,

FIDAL

By: /s/ Anne Fréchette-Kerbrat

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Name: Anne Fréchette-Kerbrat

Title: Partner

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**Consent of Independent Registered Public Accounting Firm**

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated March 15, 2016 relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in Flamel Technologies S.A.'s Annual Report on Form 10-K for the year ended December 31, 2015.

Lyon, France,  
August 16, 2016

PricewaterhouseCoopers Audit

Represented by

/s/ Frédéric Charcosset

Frédéric Charcosset

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Translated from French. French version prevails. English translation is for convenience only.

## FLAMEL TECHNOLOGIES

SOCIETE ANONYME AU CAPITAL DE 4 636 011 EUROS

### SIEGE SOCIAL :

PARC CLUB DU MOULIN A VENT  
33, AVENUE DU DOCTEUR GEORGES LEVY  
69200 VENISSIEUX

R.C.S. LYON 379.001.530

# RULES GOVERNING THE FREE SHARE PLAN

## AUGUST 2016

With respects to the applicable laws and regulations relating to free shares and under the authorization granted to the Board of Directors of Flamel Technologies (hereinafter the “**Board**”) by the Shareholders’ Meeting held on August 10, 2016, the Board, during its meeting held on August 10, 2016, has caused a plan for grant of free shares for the benefit of some members of the company’s staff and affiliated companies’ staff as well as their official company representatives, subject to certain terms and conditions as provided herein.

The present allocation rules reproduce the terms and conditions of the allocation decided by the Board and supplement the letter sent to each beneficiary designated by the Board.

### *Main characteristics of the grant of free shares*

· Grant Date	August 10, 2016
· Effective allocation date	August 10, 2018
· Earliest trading date	<b><u>August 11, 2018</u></b>

## I - DEFINITIONS AND LEGAL FRAMEWORK

### 1.1. DEFINITION

A plan for grant of free shares is a legal shareholder regime under which a company may offer, subject to certain conditions, to members of its staff or certain categories of such employees as well as staff of affiliated companies, the possibility of becoming the owner of a given number of shares to be created by FLAMEL TECHNOLOGIES. Executive officers (“*mandataires sociaux*”) of those companies are also eligible under this plan (Article L225-197-1 II of the Commercial Code).

## **1.2. LEGAL FRAMEWORK**

The grant of free shares by FLAMEL TECHNOLOGIES is governed by Articles L.225-197-1 to L.225-197-5 of the French Commercial Code, Articles 80 quaterdecies and 200 A of the General Tax Code, and Article L.242-1 of the Social Security Code.

## **II - CHARACTERISTICS OF THE FREE SHARE PLAN ON AUGUST 2016**

### **2.1. BENEFICIARIES**

The beneficiaries eligible for the 2016 free shares plan (hereinafter the “**Beneficiaries**”) were determined by the Board meeting held on **August 10, 2016** (hereinafter the “**Grant Date**”) from among the following:

- Employees of FLAMEL TECHNOLOGIES or of any company which is directly or indirectly controlled by FLAMEL TECHNOLOGIES through at least a fifty (50%) ownership of the voting stock or similar (hereinafter “**Employees**”), and/or,
- Executive officers of FLAMEL TECHNOLOGIES (hereinafter “**Executive Officers**”)

### **2.2. NUMBER OF FREE SHARES GRANTED**

For each beneficiary, the Board determined the number of shares to be freely granted. The specific number is indicated in the notice letter sent to each beneficiary.

Since the grants are irrevocable, the specific number may not be modified during the Vesting Period (as defined in Article 2.4 below).

Further grant of free shares can only be made following a Board’s decision.

### **2.3. RIGHTS RESULTING FROM THE GRANT**

Rights resulting from the grant of free shares are non-transferable, but if the beneficiary dies during the Vesting Period, his inheritors may apply for allocation of the shares in the six months following the date of his death. After that time, the allocation right shall irrevocably lapse.

### **2.4. VESTING PERIOD**

The Vesting Period is the period at the end of which the Beneficiary definitely owns the shares.

The Vesting Period is a two-year period starting from the Grant Date and ending on **August 10, 2018**.

### **2.5. PRESERVATION OF THE BENEFICIARIES’ INTERESTS**

If the Company transmits all or substantially all of its assets, its obligations to the beneficiaries shall be taken over by the absorbing company and the number of shares allocated shall be corrected in line with the exchange ratio.

Moreover, a change of control of the Company during the Vesting Period, that is, if a person comes to hold, alone or in concert, directly or indirectly, more than half of the Company’s capital or voting rights, then the free shares shall immediately vest and the beneficiary shall have the right to sell shares without respect of the Vesting Period.

## 2.6. DATE AND PROCEDURES REGARDING DEFINITIVE GRANT OF SHARES

Shares allocated freely to Beneficiaries at the end of the Vesting Period will be new ordinary shares (common stock) to be issued by way of a capital increase by incorporation of reserves.

The Board will meet on the date of definitive grant of the free shares at the latest, in order to:

- record the capital increase related to the issue of the new shares allocated freely, paid-up by incorporation of reserves.

## III - RIGHTS OF NEW SHAREHOLDERS

### 3.1. RIGHTS RELATED TO GRANTED SHARES

As of their definitive grant, the shares will bear dividend rights, thus entitling the holder to all dividends paid starting as of their definitive grant.

### 3.2. FORM AND REGISTRATION OF THE GRANTED SHARES

The free shares definitely granted will be registered in a pure registered account (“*nominatif pur*”) by the company acting as custody account keeper. Each Beneficiary will receive a certificate of registration of shares.

Regarding French tax resident beneficiaries at Grant Date who shall retain the shares (as per the provisions of Article 3.3 below), the custody account keeper will make an entry in a special account stating the unavailability of the shares, and no request for modification of the said entry may be made before expiry of the Freeze Period.

Moreover, with respect to official company representatives, the custody account keeper will enforce the restrictions of rights to sell shares decided by the Board of Directors in accordance with article L.225-197-1 II of the Code de Commerce and stated in Article 3.4 below.

### 3.3. RETENTION PERIOD

The free shares definitely granted may only be transferred or sold at the end of a two-year “Freeze Period” coinciding with the Vesting Period, i.e. on **August 11, 2018**.

### 3.4. SALE AND DISPOSAL OF SHARES

As long as the Beneficiary is still on continued employment with, or a corporate officer of the Company and/or its affiliated companies, sale and disposal of shares must comply with the Company’s Insider stock trading policy, of which a copy was made available to the Beneficiaries.

Additionally, the shares may be transferred only under the following transaction windows:

- For the first three quarters during which the quarterly earnings are released, the window is defined as the period beginning two trading days after publication of the quarterly earnings and ending on the fifth day prior to the end of the last month of each quarter (the transaction windows therefore having a duration of six to seven weeks).

- For the quarter during which the annual earnings are released, the window is defined as the period beginning two business days after publication and ending on the fifth day preceding the end of the of the last month of the first quarter.

The transaction windows may be closed from time to time in the event that, in the opinion of the Chairman, Chief Executive Officer, General Counsel or Chief Financial Officer, there is confidential information making transfers of the shares undesirable.

In addition, and by application of articles L.225-197-1 II of the Commercial code, during all the term of office in which a beneficiary is an official company representative (“mandataire social”), he/she will be required to hold 50% of the shares that are definitively acquired.

#### **IV - PLAN MANAGEMENT**

The plan is managed, for the time being, by FLAMEL TECHNOLOGIES.

The Company reserves the right to assign the management to a third party. The beneficiaries will be informed in due time and individually of any modification.

Each beneficiary receives a copy of the present rules, and must return a signed copy to the Company with the following marked by hand “lu et approuvé” [read and approved].

#### **V - RULES MODIFICATIONS**

Any legislative or regulatory modifications affecting the present rules, retroactively or for the future, will automatically be binding on all beneficiaries of free shares.

Nevertheless, such modifications will be the object of an amendment that will need to be signed and returned to the company.

Return one signed copy containing the handwritten indication “lu et approuvé” [read and approved].

Beneficiaries Surname/ firstname

Fait à \_\_\_\_\_

Le \_\_\_\_\_

Signature

**FLAMEL TECHNOLOGIES**

SOCIÉTÉ ANONYME WITH A STATED CAPITAL OF 5,029,783 EUROS

REGISTERED OFFICE:

PARC CLUB DU MOULIN A VENT  
 33, AVENUE DU DOCTEUR GEORGES LEVY  
 69200 VENISSIEUX

R.C.S. LYON 379.001.530

**AUGUST 2016 STOCK OPTION RULES**

With respects to the applicable laws and regulations relating to stock options and under the authorization granted to the Board of Directors of Flamel Technologies (hereinafter the “**Board**”) by the Shareholders’ Meetings held on August 10, 2016, the Board, during its meeting held on August 10, 2016, has caused a plan for grant of stock options for the benefit of some members of the company’s staff and affiliated companies’ staff as well as its official company representatives, subject to certain terms and conditions as provided herein.

The present allocation rules reproduce the terms and conditions of the allocation decided by the Board and supplement the letter sent to each beneficiary designated by the Board.

*Main characteristics of the grant of stock options*

· Grant Date	August 10, 2016
· Exercise Price	\$ _____
· Vesting dates *	August 10, 2017 (25%)
	August 10, 2018 (25%)
	August 10, 2019 (25%)
	August 10, 2020 (25%)
· End of Exercise period*	<b><u>August 10, 2026</u></b>

\* provided that the condition of continued employment is satisfied on the said date.

## I - DEFINITIONS AND LEGAL FRAMEWORK

### 1.1. DEFINITION

A plan for grant of stock options is a legal shareholder regime under which a company may offer, subject to certain conditions, to members of its staff or certain categories of such employees as well as staff of affiliated companies, the possibility of becoming the owner of a given number of shares, existing or to be created by the Company, for a determined price. Executive officers of the Company are also eligible under this plan (Article L. 225-185 paragraph 4 of the French Commercial Code).

### 1.2. LEGAL FRAMEWORK

This stock option plan is governed by Articles L 225-177 to L 225-186-1 of the French Code de Commerce, Articles 80 quaterdecies and 200 A of the General Tax Code, and Article L 242-1 of the Social Security Code.

## II - CHARACTERISTICS OF THE STOCK OPTIONS PLAN

### 2.1. BENEFICIARIES

The beneficiaries eligible for the 2016-1 stock option plan (hereinafter the “**Beneficiaries**”) were determined by the Board meeting held on **August 10, 2016** (hereinafter the “**Grant Date**”) from among the following:

- Employees of FLAMEL TECHNOLOGIES or of any company which is directly or indirectly controlled by FLAMEL TECHNOLOGIES through at least a fifty percent (50%) ownership of the voting stock or similar (hereinafter “**Employees**”) and/or,
- Executive officers of FLAMEL TECHNOLOGIES (including the Chairman of the Board), (hereinafter “**Executive Officers**”)

In accordance with the law, options cannot be granted to Executive Officers or Employees who directly or indirectly own more than ten percent (10%) of the voting stock or similar in the Company.

### 2.2. NUMBER OF STOCK OPTIONS GRANTED

The Board freely determines the beneficiaries of the stock options, subject to the terms and conditions set forth by the Shareholders’ Meeting, and grants them based on a proposal from the Chairman. The number of options granted is mentioned in the notice letter addressed to each beneficiary.

### 2.3. RIGHTS RESULTING FROM THE GRANT

Each option granted by the Board shall entitle the recipient to subscribe for one share in the Company.

Rights associated with the stock options are non-transferable.

#### 2.4. VESTING PERIOD AND CONDITIONS OF EXERCISE

Provided that the beneficiary is still on continued employment, as defined in Article 2.5, the quarter (25%) of the total stock option granted is vested each year starting from the first year after the grant date or, in the case of conditional grants, the date that the defined condition has been met. The corresponding dates are mentioned in the notification letter.

Each Beneficiary will be able to exercise his/her rights under the terms and conditions of this plan by recorded delivery accompanied by the exercise price addressed to the Company within a period of ten years from Grant Date provided that the Beneficiary is still on continued employment, as defined in Article 2.5.

The Board retains the right to suspend, for a maximum period of three months, the exercise of options in the event there is an operation giving rise to an adjustment of the share price or capital transaction.

##### **Exceptions**

In any case, in the event of a transfer of all or substantially all of the assets of the Company or of a change in control of the Company, i.e. if a person comes to hold, individually or collectively, directly or indirectly, more than half of the Company's capital or voting rights, the options will vest immediately.

#### 2.5. CONDITION OF CONTINUED EMPLOYMENT

The options will be vested as defined in article 2.4 and the Beneficiary may exercise it according to section 2.4, provided that is still

- the Beneficiary still is an Executive Officer or an Employee of the Company or;
- the Beneficiary has ceased to be an Executive Officer or an Employee of the Company in the last (60) days. This condition shall not apply in the event that an Executive Officer is revoked for mismanagement.

The 60-day period is deemed to commence as follows:

- Regarding dismissal, resignation or transfer of the employment contract linked to transfer by the company of its operating business ("*cession de fonds de commerce*"), the day the Beneficiary's employment contract terminates and he/she is no longer considered to be included in the official headcount of the Company,
- Regarding the revocation of an Executive Officers' mandate, the day the Board decides to revoke the nomination if the beneficiary attends the meeting, or the day the beneficiary receives notification of such decision, if he/she does not attend the meeting,
- With regards to the non-renewal of an Executive Officer's term of office, the expiration date of the original term of office.

So, except for the exceptions mentioned below, any beneficiary who no longer satisfies the condition of continued employment shall not claim any benefit from the options, even in the event of later reinstatement into the Company for any reason.

## **Exceptions**

In the event of the Beneficiary's death, his/her heirs may exercise, for a period of six months from the date of death, the number of options that the Beneficiary had the right to exercise at the time of his death.

In addition, in the event of retirement or disability (2nd or 3rd category), the Beneficiary may exercise the number of options that the Beneficiary had the right to exercise the day the Beneficiary's employment contract terminates and he/she is no longer considered to be included in the official headcount of the Company, within a period of ten years from Grant Date.

Notwithstanding the rules laid down above, the Board of Directors may decide, in certain circumstances, to make an exception to the aforementioned allocation condition and authorize a beneficiary to retain his rights on departure for reasons other than those covered by the exceptions mentioned above.

### **2.6. UNEXERCISED OPTIONS**

In the event a Beneficiary is unable to exercise his/her options since he/she is no longer an Employee or Executive Officer, such options will become, by right and without any formality, null and void. They will become available and the Board may grant them in whole or in part to one or more other beneficiaries.

### **2.7. EXERCISE PRICE**

The exercise price of the options is set by the Board on the date when such options are granted by the Board, in accordance with the terms and conditions determined by the Extraordinary General Shareholders' Meeting, as follows:

The subscription price of each share by the beneficiaries of the options, will be the closing market price for the share, in the form of ADS, on the NASDAQ Global Market, on the day preceding the date of the meeting of the Board of Directors, provided that such price shall not be less than 80% of the average of the closing market price for the share on the NASDAQ Global Market, in the form of ADS, during the last twenty trading days preceding the meeting. In this case, the price for the share shall be equal or superior to 80% of the average of the closing market price for the share on the NASDAQ Global Market, in the form of ADS, during the last twenty trading days preceding the meeting.

**The exercise price of the options granted on August 10, 2016 is \$\_\_\_\_\_.**

For fiscal and other declarations as of the grant date, the exercise price is translated into euros at the rate provided by the European Central Bank's (ECB) (\_\_\_\_\_) on the date preceding the Board of Directors meeting and represents €\_\_\_\_\_.

The exercise price must be paid in full on the date the beneficiary decides to exercise the stock option, in USD or in EURO, upon beneficiary's choice. As far as necessary, the exercise price may be converted in Euros on the basis of the latest European Central Bank's (ECB) exchange rate published as at the date of the valid exercise, according to the present rules.



## **2.8. MODIFICATIONS OF THE EXERCISE PRICE**

The price of the shares, as determined by the Board of Directors, may not be subsequently modified during the option period.

However, in accordance with Article L. 225-181 paragraph 2 of the French Commercial Code, if the Company conducts one of the specific matters detailed, the Board shall take all necessary measures to protect the interests of the options beneficiaries pursuant to the applicable laws and regulations and adjust the number and price of the shares on which the stock options have been granted.

## **III - RIGHTS OF NEW SHAREHOLDERS**

### **3.1. RIGHTS RELATED TO SUBSCRIBED SHARES**

Once the options have been exercised and the shares registered in an account, the Beneficiaries may exercise all rights associated with the shares received. As of the time the shares are recorded, the shares will bear dividends paid in the financial year during which the options have been exercised.

### **3.2. FORM AND REGISTRATION OF THE SHARES SUBSCRIBED**

The shares will be recorded, in the Beneficiary's name, in a pure registered account ("nominative pur") by the company acting as custody account keeper. Each beneficiary will receive a certificate of registration of shares.

They will be freely transferable immediately after their registration and after payment of the exercise price, subject to the conditions set forth in article 3.3.

### **3.3. SALE AND DISPOSAL OF SHARES ISSUED FROM EXERCISE OF STOCK OPTIONS**

As long as the Beneficiary is still on continued employment with, or a corporate officer of the Company and/or its affiliated companies, sale and disposal of shares issued from exercise of stock options must comply with the Company's Insider Stock Trading Policy, and of which a copy was made available to the Beneficiaries.

Therefore, the shares may be transferred only under the following transaction windows:

- For the first three quarters during which the quarterly earnings are released, the window is defined as the period beginning two trading days after publication of the quarterly earnings and ending on the fifth day prior to the end of the last month of each quarter (the transaction windows therefore having a duration of six to seven weeks).
- For the quarter during which the annual earnings are released, the window is defined as the period beginning two business days after publication and ending on the fifth day preceding the end of the of the last month of the first quarter.

The transaction windows may be closed from time to time in the event that, in the opinion of the Chairman, Chief Executive Officer or Chief Financial Officer, there is confidential information making transfers of the shares undesirable.

In addition, according to article L.225-185 al4 of the French Commercial code, during the period in which a beneficiary is an official company representative ("mandataire social"), he will be required to hold 50% of the shares resulting from the exercise of stock option during the whole term of his office.

#### **IV - PLAN MANAGEMENT**

The terms and conditions of this stock option plan will be communicated to Beneficiaries by recorded delivery post or delivered by hand in exchange for a receipt.

The plan is managed, for the time being, by FLAMEL TECHNOLOGIES.

The Company reserves the right to assign the management to a third party. The beneficiaries will be informed in due time and individually of any modification.

Each beneficiary receives a copy of the present rules, and must return a signed copy to the Company with the following marked by hand "*lu et approuvé*" [read and approved].

#### **V - RULES MODIFICATIONS**

Any legislative or regulatory modifications affecting the present rules, retroactively or for the future, will automatically be binding on all Beneficiaries.

Nevertheless, such modifications will be the object of an amendment that will need to be signed and returned to the company.

Return one signed copy containing the handwritten indication "lu et approuvé" [read and approved].

Beneficiaries Surname/ firstname

Fait à \_\_\_\_\_

Le \_\_\_\_\_

Signature

**FLAMEL TECHNOLOGIES**

SOCIETE ANONYME AU CAPITAL DE 4 636 011 EUROS

SIEGE SOCIAL :

PARC CLUB DU MOULIN A VENT  
33, AVENUE DU DOCTEUR GEORGES LEVY  
69200 VENISSIEUX

R.C.S. LYON 379.001.530

**AUGUST 2016 STOCK WARRANT RULES**

The present allocation rules reproduce the terms and conditions of the allocation of warrants decided by the Board, subject to authorization granted to the Board of Directors of Flamel Technologies (hereinafter the “**Board**”) by the Shareholders’ Meetings held on August 10, 2016.

*Main characteristics of the grant of stock warrants*

· Grant Date	August 10, 2016
· Subscription price	_____
· End of Subscription period	<b><u>October 15, 2018</u></b>
· Exercise Price	_____
· Start of exercise period*	August 10, 2017
· End of Exercise period*	<b><u>August 10, 2020</u></b>

*\* provided that the warrants’ holder is still a member of the Board of Directors of the Company on the day of such exercise.*

**I - REMINDER OF THE CONTEXT**

In accordance with the provisions of Articles L. 225-138 and L. 228-91 et seq. of the Commercial Code, the combined ordinary and extraordinary General Shareholders Meeting of August 10, 2016 decided, in its fourteenth and Thirteenth resolutions, to authorize the Board to issue 350,000 stock warrants, representing 350,000 new ordinary shares to the benefit of Directors of the Company who are not officers and/or employees of the Company, but including the Chairman of the Board of Directors.

The shareholders decided that the subscription price of each stock warrants will be valued by the Board of Directors at the time of warrants' issue based on the Company's share price. This subscription price shall be equal to, per one stock warrant, one tenth (10%) of the average market price of the share, in the form of ADS, on the NASDAQ, on the closing of the trades on the twenty days preceding the decision of the Board to issue such stock warrants.

The subscription price of stock warrants have to be fully paid up on the date of their subscription in cash or by off-set against outstanding receivables, as provided by law and as determined by the Board.

The shareholders decided that each stock warrant will give its holder, subject to the terms and conditions set forth hereafter and in the Board's decision to issue the stock warrants, the right to subscribe to one (1) ordinary share of the Company for an exercise price which shall be valued by the Board of Directors based on the Company's share price. This exercise price shall be equal to the closing trading price of a share, on the NASDAQ Global Market, on the trading days preceding the date of the Board of Directors' meeting, subject to such price is no less than 80% of the average closing trading prices of the share on the NASDAQ Global Market, in the form of ADS, during the last twenty trading days preceding the date of such Board of Directors' meeting. In that case, the price of the share shall be equal to 80% of the average closing trading prices of the share on the NASDAQ, in the form of ADS, during the last twenty trading days preceding the date of such Board of Directors' decision

The shares thus subscribed upon exercise of the stock warrants will have to be fully paid up on the date of their exercise in cash or by off-set against outstanding receivables, as provided by law and as determined by the Board.;

## **II - DECISION OF BOARD OF AUGUST 10, 2016**

By use of the powers granted by the twelfth and the thirteenth resolutions of the combined shareholders meeting of August 10, 2016, and described henceforth, the Board unanimously decided to issue the warrants according to the terms and conditions set forth below.

### **2.1. BENEFICIARIES**

The subscription of these warrants (BSA) is notably reserved, among the following category of beneficiaries "Directors of the Company who are not legal representatives and/or employees of the Company, but including the Chairman", to the following persons, with the following proportions:

- Ambassador Craig Stapleton, 117,449 warrants as Chairman of the Board of Directors
- Mr. Guillaume Cerutti, 70,469 warrants as Chairman of the Audit Committee;
- Mr. Francis J.T Fildes, 54,026 warrants;
- Mr. Christophe Navarre, 54,026 warrants;
- Mr. Ben Van Assche, 54,026 warrants.

## 2.2. SUBSCRIPTION OF THE WARRANTS

The warrants will be issued at a subscription price of €\_\_\_, being one tenth 10% the average market price of the share, in the form of ADS, on the NASDAQ, on the closing of the trades on the twenty days preceding the decision by the Board of Directors to issue warrants, according to the Twelfth Resolution Of The Combined Ordinary And Extraordinary General Shareholders Meeting of August 10, 2016, and converted in Euros on the basis of the average of European Central Bank's (ECB) exchange rate on the twenty days preceding the decision of the Board to issue such stock warrants.

The Board decided that the subscription price shall be fully paid up on the subscription date in cash or by off-set against outstanding receivables, as provided by law.

Each Beneficiary will subscribe the warrants under the terms and conditions of this plan by recorded delivery of **the subscription form duly completed along the subscription price addressed to the Company headquarters up to and including October 15, 2016.**

The subscription period will be anticipatory closed as soon as all warrants have been subscribed for and in accordance with the conditions set out herein. Should a Director gives up in advance his rights to the warrants (BSA), the remaining BSA will be redistributed to the others Directors by the Board of Directors, on the same terms and conditions. The warrants (BSA) which have not been subscribed at the end of the subscription period will be redistributed by the Board of Directors, on terms and conditions further defined, subject to the current authorization of the shareholders and with respects to the limits provided by their authorization and the applicable law.

## 2.3. RIGHTS RESULTING FROM THE GRANT

Each warrant granted by the Board shall entitle the recipient to subscribe for one share in the Company.

The stock warrants will be issued on a registered form, will not be the object of an application for admission to trading on any market and will be not transferable.

## 2.4. VESTING PERIOD AND CONDITIONS OF EXERCISE

**The warrants (BSA) can be exercised, in whole or part, as of August 10, 2017 and up to and including August 10, 2020,** on the condition that the holder is still a member of the Board of Directors of the Company on the day of such exercise; being specified that the BSA holders will have the right to retain the possibility to exercise their BSA even if they are no longer a Director of the Company, provided they notify the Company within three (3) months of having left their position as a Director and in paying simultaneously to the Company an additional subscription price of EUR 0.01 per BSA.

The Board retains the right to suspend, for a maximum period of three months, the exercise of warrants in the event there is an operation giving rise to an adjustment of the share price or capital transaction.

## 2.5. UNEXERCISED WARRANTS

If its holder fails to exercise the warrant in whole or in part at the expiry of the above mentioned exercise period, the warrant (BSA) and the attached right to subscribe will automatically be void and null and accordingly, cannot be re-allocated.

## **Exceptions**

In the event of the Beneficiary's death prior to expiry of the warrant (BSA), his/her heirs may exercise, for a period of six months from the date of death, the number of warrants (BSA) that the Beneficiary had the right to exercise at the time of his death.

### **2.6. EXERCISE PRICE**

The warrants, authorized for subscription on August 10, 2016, are exercisable to purchase shares for a price of \$\_\_\_\_\_ **per share** (as determined by the Board of Directors, with reference to the share price on the closing of trades on the day preceding the decision of the Board to issue such warrants (BSA), this price being no less than 80% of the average of the market price for the share on the NASDAQ, in the form of ADS, during the last twenty trading days preceding such Board's decision). As far as necessary, the exercise price may be converted in Euros on the basis of the latest European Central Bank's (ECB) exchange rate published as at the date of the exercise.

The shares thus subscribed upon exercise of the warrants (BSA) shall be fully paid up on the date of their subscription, in cash or by off-set against outstanding receivables.

### **2.7. RIGHTS OF THE WARRANTS' HOLDERS**

Pursuant to the provisions of Article L. 228-103 et seq. of the Commercial Code, the warrants' holders will all be grouped together in order to defend their common interests, in an assembly (a "masse") with a civil personality. General warrants holders meetings will be convened to authorize any changes in the issuance terms and conditions and to decide on any decision regarding the conditions of subscription or allocation of the shares as set forth at the time issuance took place. Each warrant will give access to one voting right. The conditions regarding the quorum and the majority will be those determined in the second and third paragraph of Article L. 225-96 of the Commercial Code. The expenses incurred in connection with such meetings, as well as, generally, any expenses in connection with the assembly ("masse") will be borne by the Company.

Upon issuance of the stock warrants, the Company shall be entitled to modify its form or its business purpose, modify the rules regarding the distribution of its profits, redeem its capital, create preferred shares resulting in such a change or redemption, subject to meeting the obligations of Article L.228-99 of the French Commercial Code. The shareholders during their meeting in June 26, 2015 decided that, in the case of a capital reduction, whether or not motivated by losses, and conducted through either a decrease of the shares' value or of a decrease of the shares' number, the rights of the holders of the stock warrants will be decreased accordingly as if they had been exercised before the date on which the capital decrease has become final;

The Board of Directors is granted with all necessary powers to take any steps to ensure protection of the holder(s) of stock warrants in case of a financial operation concerning the Company, this pursuant to the legal and regulatory provisions in effect.

### **III - RIGHTS OF NEW SHAREHOLDERS**

#### **3.1. RIGHTS RELATED TO SUBSCRIBED SHARES**

Once the warrants have been exercised and the shares registered in an account, the Beneficiaries may exercise all rights associated with the shares received. As of the time the shares are recorded, the shares will bear dividends paid in the financial year during which the options have been exercised.

#### **3.2. FORM AND REGISTRATION OF THE SHARES SUBSCRIBED**

The shares will be recorded, in the Beneficiary's name, in a pure registered account ("nominative pur") by the company acting as custody account keeper. Each beneficiary will receive a certificate of registration of shares.

They will be freely transferable immediately after their registration and after payment of the exercise price, subject to the conditions set forth in article 3.3.

#### **3.3. SALE AND DISPOSAL OF SHARES ISSUED FROM EXERCISE OF STOCK WARRANTS**

As long as the Beneficiary is still a director of the Company, sale and disposal of shares issued from exercise of stock warrants must comply with the Company's Insider stock trading policy, and of which a copy was made available to the Beneficiaries.

Therefore, the shares may be transferred only under the following transaction windows:

- For the first three quarters during which the quarterly earnings are released, the window is defined as the period beginning two trading days after publication of the quarterly earnings and ending on the fifth day prior to the end of the last month of each quarter (the transaction windows therefore having a duration of six to seven weeks).
- For the quarter during which the annual earnings are released, the window is defined as the period beginning two business days after publication and ending on the fifth day preceding the end of the of the last month of the first quarter.

The transaction windows may be closed from time to time in the event that, in the opinion of the Chairman, Chief Executive Officer, General Counsel or Chief Financial Officer, there is confidential information making transfers of the shares undesirable.

### **IV - PLAN MANAGEMENT**

The terms and conditions of this stock warrant plan will be communicated to Beneficiaries by recorded delivery post or delivered by hand in exchange for a receipt.

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Each beneficiary receives a copy of the present rules, and must return a signed copy to the Company with the following marked by hand “lu et approuvé” [read and approved].

## **V - RULES MODIFICATIONS**

Any legislative or regulatory modifications affecting the present rules, retroactively or for the future, will automatically be binding on all Beneficiaries.

Nevertheless, such modifications will be the object of an amendment that will need to be signed and returned to the company.

Return one signed copy containing the handwritten indication “lu et approuvé” [read and approved].

Beneficiaries Surname/ firstname

Fait à \_\_\_\_\_

Le \_\_\_\_\_

Signature