As filed with the Securities and Exchange Commission on July 16, 2007

Registration No. 333-

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

FORM F-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

EDAP TMS S.A.
(Exact name of registrant as specified in its charter)

France	**Not applicable**
(State or Other Jurisdiction of Incorporation or Organization)	*(I.R.S. Employer Identification No.)*

Parc d'Activités la Poudrette-Lamartine
4, rue du Dauphiné
69120 Vaulx-en-Velin, France
0033 (0) 4 7215 3150
(Address and telephone number of Registrant's principal executive offices)

Lee Sanderson, CPA
945 Concord Street
Framingham, MA 01701, USA
001 (508) 620 5353
(Name, address and telephone number of agent for service)

Copies to:

Blandine Confort **EDAP TMS S.A.** **4, rue du Dauphiné** **Parc d'Activités la Poudrette-Lamartine** **69120 Vaulx-en-Velin** **France**	**Pierre-Marie Boury, Esq.** **Cleary Gottlieb Steen & Hamilton LLP** **City Place House, 55 Basinghall Street** **London EC2V 5EH** **England**

Approximate date of commencement of proposed sale to the public:
From time to time after the effective date of this Registration Statement as determined by market conditions.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. o

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. x

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

If this Form is filed as a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

If this Form is a registration statement pursuant to General Instruction I.C. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. o

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.C. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. o

CALCULATION OF REGISTRATION FEE

Title of Each Class Of Securities to be Registered	**Amount to be registered**	**Proposed maximum offering price per unit[1]**	**Proposed maximum aggregate offering price[1]**	**Amount of registration fee**
Ordinary shares, nominal value €0.13 per share[2]	200,000 shares[3]	$7.74	$1,548,000	$47.52[4]

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) under the Securities Act based on the average of the high and low prices of our American Depositary Shares, each representing one ordinary share, on the NASDAQ Global Market on July 12, 2007.

(2) Ordinary shares may be in the form of American Depositary Shares evidenced by American Depositary Receipts. American Depositary Shares evidenced by American Depositary Receipts issuable on deposit of the ordinary shares registered hereby have been registered under a separate registration statement on Form F-6/A (File No. 333-7314). Each American Depositary Share represents the right to receive one ordinary share.

(3) Also registered hereby are such additional and indeterminable number of shares resulting from stock dividends, stock splits and similar changes.

(4) Pursuant to Rule 457(p) under the Securities Act, a registration fee of $38.93, previously paid in connection with the filing by EDAP TMS S.A. on May 3, 2007 of a Registration Statement on Form F-3 (File No. 333-142585), shall be offset against the filing fee.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

The information in this prospectus is not complete and may be changed. The selling shareholder may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Prospectus, subject to completion, dated July 16, 2007

EDAP TMS S.A.

Up to 200,000 Ordinary Shares in the form of
Ordinary Shares or American Depositary Shares

The selling shareholder, HT Prostate Therapy Management Company, LLC, may offer and sell from time to time an aggregate of up to 200,000 of our ordinary shares, nominal value €0.13 each, either in the form of shares or American Depositary Shares, also known as ADSs. The ADSs are evidenced by American Depositary Receipts, or ADRs, and each ADS represents one of our ordinary shares. We refer to our shares offered hereunder, whether in the form of shares or ADSs, as Securities. These Securities were acquired by the selling shareholder pursuant to the exercise of certain warrants that had been issued to the selling shareholder, and are being registered for sale pursuant to an agreement between the selling shareholder and us. All of the Securities listed in this prospectus are being sold by the selling shareholder named in this prospectus or any permitted transferees, pledges, donees or successors-in-interest. We will not receive any proceeds from the sale of Securities being offered in this prospectus.

This offering is not being underwritten. The selling shareholder may sell the Securities being offered by it from time to time on the NASDAQ Global Market, or on any other exchange, market or trading facility on which the Securities are traded or in private transactions, and on terms that may be fixed, prevailing market or negotiated prices that may vary. The selling shareholder will pay all selling commissions and other offering related fees and expenses, if any, applicable to the sale of the Securities, although we will pay the expenses of registration of the Securities. For additional information on the methods of sale, you should refer to the section entitled “Plan of Distribution.”

Our ADSs are listed on the NASDAQ Global Market under the symbol “EDAP”. The last reported sale price of our ADSs on the NASDAQ Global Market on July 13, 2007 was $7.58.

Investing in our Securities involves risks. See “Risk Factors” beginning on page 5.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER REGULATORY BODY HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

Prospectus dated , 2007

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ABOUT THIS PROSPECTUS

This prospectus relates to the sale of up to 200,000 of our ordinary shares by HT Prostate Therapy Management Company, LLC, the selling shareholder, either in the form of shares or ADSs. The shares were issued to the selling shareholder upon its exercise of certain warrants that had been issued to the selling shareholder in connection with a 2004 agreement with the selling shareholder and certain of its affiliates to pursue regulatory approvals for our Ablatherm® device for use in the United States. In connection with the termination of that agreement and the warrant exercise, we granted the selling shareholder registration rights with respect to the issued shares.

We may add, update or change in a prospectus supplement any of the information contained in this prospectus or in documents we have incorporated by reference into this prospectus. To the extent that any statement that we make in a prospectus supplement is inconsistent with statements made in this prospectus, the statements made in this prospectus will be deemed modified or superseded by those made in a prospectus supplement.

You should carefully read both this prospectus and any prospectus supplement, together with additional information described under the heading "Where You Can Find More Information About Us" before you invest in our Securities.

All references in this prospectus to the "Company," "EDAP" or "EDAP TMS" are to EDAP TMS S.A. All references to "we," "us" and "our" are to EDAP TMS S.A. and its subsidiaries collectively, unless the context otherwise requires.

In this prospectus and any prospectus supplement, "U.S. dollar" or "$" refers to U.S. currency and "euro" or "€" refers to the currency established for participating member states of the European Union as of the beginning of stage three of the European Monetary Union on January 1, 1999.

SUMMARY

The following summary highlights information contained elsewhere in this prospectus. This summary is not complete and does not contain all of the information that may be important to you. You should read the entire prospectus, and any supplement hereto, including the financial statements and related notes and any other information incorporated by reference herein, before making an investment decision.

The Company

We develop and market Ablatherm,® an advanced and clinically proven choice for High Intensity Focused Ultrasound ("HIFU") treatment of organ-confined prostate cancer. HIFU treatment is shown to be a minimally invasive and effective treatment option with a low occurrence of side effects. Ablatherm-HIFU is generally recommended for patients with organ-confined prostate cancer (stages T1-T2) who are not candidates for surgery or who prefer an alternative option, and is also recommended for patients who have failed a radiotherapy treatment. We are also developing this HIFU technology for the treatment of certain other types of tumors. In addition, we produce and commercialize medical equipment for treatment of urinary tract stones using Extracorporeal Shockwave Lithotripsy.

Our principal executive offices are located at Parc d'Activites la Poudrette- Lamartine, 4, rue du Dauphiné, 69120 Vaulx-en-Velin, France and our telephone number is +33 (0) 4 72 15 31 50.

Recent Developments

On November 10, 2006, a subsidiary of HealthTronics, Inc., HT Prostate Therapy Management Company, LLC, or HealthTronics (the selling shareholder hereunder), announced that it intended to cease pursuing approval of our Ablatherm device for use in the United States from the U.S. Food and Drug Administration, or the FDA. HealthTronics had been pursuing FDA approval of Ablatherm pursuant to a 2004 distribution agreement that it and certain of its affiliates had entered into with us. As a result of this decision, on April 3, 2007, we entered into an agreement with HealthTronics and certain of its affiliates to terminate our 2004 distribution agreement. We amended this termination agreement on July 9, 2007. Pursuant to the termination agreement, as amended:

- HealthTronics transitioned sponsorship of the clinical study for the Ablatherm to us.
- On April 5, 2007, HealthTronics exercised 200,000 warrants granted under the distribution agreement to acquire an equal number of our shares, paying an aggregate exercise price of $300,000. The 600,000 remaining warrants granted under the distribution agreement were cancelled. We also agreed to file a registration statement under the Securities Act to enable HealthTronics to resell its shares in transactions that are registered under the Securities Act. See "The Offering."
- HealthTronics agreed to pay us $600,000 after the resale registration statement has been effective for 60 days (which such sixty day period is subject to extension for any blackout periods during such sixty day period).

- HealthTronics agreed to transfer to us one Ablatherm device and six lithotripters previously acquired by HealthTronics, and to return two Ablatherm devices already owned by us. The transfer of these devices is part of the overall termination transaction.

Pursuant to the termination agreement, we and certain of our affiliates and HealthTronics and certain of its affiliates also released each other from liabilities arising under the terminated distribution agreement, and agreed to indemnify each other for breaches of the termination agreement and certain liabilities arising from any claims related to the use of the Ablatherm device and the conduct of the clinical study evaluating the Ablatherm device.

The Offering

Company	EDAP TMS S.A.
Selling Shareholder	HT Prostate Therapy Management Company, LLC.
Securities Offered	Up to 200,000 ordinary shares, nominal value €0.13 per share, either in the form of shares or ADSs.
ADSs	Each ADS represents the right to receive one ordinary share. The ADSs are evidenced by American Depositary Receipts, or ADRs, executed and delivered by The Bank of New York, as depositary.
Offer price	The selling shareholder may sell the Securities being offered by it from time to time on the NASDAQ Global Market, or any other exchange, market or trading facility on which the Securities are traded or in private transactions, and at prices and at terms that may be at fixed, prevailing market or negotiated prices that may vary. See “Plan of Distribution”.
Use of proceeds	We will not receive any proceeds from the offering of the Securities by the selling shareholder.
Listing and trading	The ADSs are listed and traded on the NASDAQ Global Market.
Symbol of the ADSs on the NASDAQ Global Market	“EDAP.”
Risk Factors	For a discussion of some of the factors that you should carefully consider in connection with an investment in the Securities, see “Risk Factors.”

RISK FACTORS

We wish to caution you that the following important factors, and those important factors described in other reports submitted to, or filed with, the Securities and Exchange Commission, among other factors, could affect our actual results and could cause our actual results to differ materially from those expressed in any forward-looking statements made by us or on our behalf. In particular, as we are a non-U.S. company, there are risks associated with investing in our ADSs that are not typical for investments in the shares of U.S. companies. Prior to making an investment decision, you should carefully consider all of the information contained in this prospectus, including the following risk factors.

Risks Relating to Our Business

Our future revenue growth and income depends, among other things, on the success of our HIFU technology.

We depend on the success of our High Intensity Focused Ultrasound ("HIFU") technology for future revenue growth and net income. Our Extracorporeal Shockwave Lithotripsy ("ESWL") line of products competes in a mature market that has experienced declining unit sales prices in recent years, although total revenues have remained stable owing to increased sales volumes. In particular, we are dependent on the successful development and commercialization of other product lines, such as medical devices based on HIFU, particularly the Ablatherm, to generate significant additional revenues and achieve and sustain profitability in the future. The Ablatherm is in its commercialization phase in the European Union. The Ablatherm is not approved for commercial distribution in the United States, however, and none of the Company's other HIFU products (excluding Ablatherm) have obtained approval for comme rcial distribution anywhere in the world. In December 2001, our request for an additional Investigational Device Exemption ("IDE") from the U.S. Food and Drug Administration ("FDA") to conduct clinical trials in the United States for the Ablatherm as a primary therapy was rejected. To assist in the successful completion of clinical trials to obtain FDA approval for the Ablatherm, we partnered with HealthTronics, Inc. (f/k/a HealthTronics Surgical Services, Inc.), or HealthTronics, and signed a distribution agreement in February 2004 for assistance in the approval process for re-submission of an IDE to the FDA. Trials in the United States started in May 2006, with several centers fully approved and enrolling patients. In November 2006, HealthTronics informed us that they intended to discontinue Ablatherm FDA trials, at which time the trials were suspended. We agreed with HealthTronics on April 3, 2007 to terminate the distribution agreement, pursuant to which, among other things, HealthTro nics transitioned management of the study to EDAP. This transition will allow us to resume the trials soon while we look for the necessary resources to fund the study ourselves. We cannot guarantee that we will be able to find the necessary resources to fund the study in the coming weeks, and if we are unable to find funding ourselves we will suspend the trials until we have found a sponsor to provide funding. Also, we cannot guarantee the successful completion of clinical trials nor can we guarantee that the FDA will grant approval to market a device even if clinical trials are successfully completed. See "—Our clinical trials for products using HIFU technology may not be successful" and Item 4, "Information on the Company—High Intensity Focused Ultrasound ("HIFU") Division—HIFU Division Clinical and Regulatory Status" in our annual report on Form 20-F for the 2006 financial year, which is incorporated by reference in this prospectus.

Our clinical trials for products using HIFU technology may not be successful.

Before obtaining regulatory approvals for the commercial sale of any of our devices under development, we must demonstrate through preclinical testing and clinical trials that the device is safe and effective for use in each indication. The results from preclinical testing and early clinical trials may not predict the results that will be obtained in large scale clinical trials, and there can be no assurance that our clinical trials will demonstrate that our products are safe, effective, and marketable. A number of companies have suffered significant setbacks in advanced clinical trials, even after promising results in earlier trials. We, the FDA or other regulatory authorities may suspend or terminate clinical trials at any time and regulating agencies such as the FDA may even refuse to grant

exemptions to conduct clinical trials. We may not have the necessary resources to pursue the trials. See Item 4, "Information on the Company—High Intensity Focused Ultrasound ("HIFU") Division—HIFU Division Clinical and Regulatory Status" in our annual report on Form 20-F for the 2006 financial year, which is incorporated by reference in this prospectus.

We rely on scientific, technical and clinical data supplied by academics that work with us to evaluate and develop our devices. We cannot assure you that there are no errors or omissions in such data that would adversely affect the development of our products.

The process of applying for regulatory approval is unpredictable, often lengthy and requires the expenditure of substantial resources. Our HIFU devices that have not received regulatory approval may not prove to be effective or safe in clinical trials or may not be approved by the appropriate regulatory authorities. We do not anticipate receiving FDA approval for any HIFU device, including the Ablatherm, for several years, if at all. If our HIFU devices do not prove to be effective and safe in clinical trials to the satisfaction of the relevant regulatory authorities, our business, financial condition and results of operations could be materially adversely affected.

HIFU technology may not be accepted and adopted by the medical community.

Our HIFU devices represent new therapies for the conditions that they are designed to treat. Notwithstanding any positive clinical results that our HIFU devices may have achieved or may achieve in the future in terms of safety and effectiveness, and any marketing approvals that we may have obtained or may obtain in the future, there can be no assurance that such products will gain acceptance in the medical community. Physician acceptance depends, among other things, on adequate reimbursement from healthcare payers, which has not been provided for our HIFU products in any country, except for partial reimbursements in Italy, Germany and the United Kingdom, and evidence of the cost effectiveness of a therapy as compared to existing therapies. Acceptance by patients depends in part on physician recommendations, as well as other factors, including the degree of invasiveness and the rate and severity of complications and other side effects associated with the therapy as compared to other therapies.

Our cash flow is highly dependent on demand for our products.

Our cash flow has historically been subject to significant fluctuations over the course of any given financial year due to cyclical demand for medical devices, and the resulting annual and quarterly fluctuations in trade and other receivables and inventories. This has in the past resulted in significant variations in working capital requirements and operating cash flows. In 2006, 2005 and 2004, moreover, our operating cash flow was negative due to the cash requirements of operating activities, which we financed using cash and cash equivalents on hand. In addition, our 2006 and 2005 operating cash flow was negative due to the cash requirements of investing activity to expand our mobile activity and to expand the leasing of our products as part of our revenue-per-procedure model. Since we anticipate relying principally on cash flow from operating activities to meet our liquidity requirements, a decrease in the demand for our products, or the inability of our customers to meet their financial obligations to us, would reduce the funds available to us. Our future cash flow may also be affected by the expected continued expansion of the leasing of our products, or the continued expansion of our mobile activity (which is invoiced on a revenue-per-procedure basis), since each of these activities generates smaller immediate revenues than device sales. In the future, our liquidity may be constrained and our cash flows may be uncertain, negative or significantly different from period to period. In 2006, we raised new equity funds via a $7.5 million Private Investment in Public Equity, aimed at financing our new marketing and sales campaign to promote and develop the revenue-per-procedure business in key European countries. Our future cash flow will be affected by the increased expenses in sales efforts as well as marketing and promotion tools, while there is no assurance that this will result in the increase in the demand for our products and services.

We have a history of operating losses and it is uncertain when and if we will reach profitability.

We have incurred operating losses in each fiscal year since 1998 and may never achieve profitability. We expect that our marketing, selling and research and development expenses will increase as we attempt to develop and commercialize HIFU devices. We may not, however, generate

a sufficient level of revenue to offset these expenses and may not be able to adjust spending in a timely manner to respond to any unanticipated decline in revenue. In 2005 and 2004, we had positive operating income in both of our operating divisions (HIFU division and UDS division), reflecting efforts to restructure our operations in late 2003 and in control costs and operating losses in our holding company (holding expenses). In 2006, however, we had negative operating income in both of our operating divisions (HIFU division and UDS division), reflecting the clinical, marketing and sales efforts in the HIFU division to develop HIFU's status as a standard of care, and the R&D and regulatory efforts in the UDS division to develop a new, high-range lithotripter. We cannot assure you that we will realize sufficient revenue to become profitable in the future. See Item 5, "Operating and Financial Review and Prospects" included in our annual report on Form 20-F for the 2006 financial year, which is incorporated by reference in this prospectus.

Competition in the markets in which we operate is intense and is expected to increase in the future.

Competition in the markets in which we operate is intense and is expected to increase in the future. In each of our main businesses, we face competition both directly from other manufacturers of medical devices that apply the same technologies that we use, as well as indirectly from existing or emerging therapies for the treatment of urological disorders.

We believe that because ESWL has long been the standard treatment for urinary tract calculus disease, competition in that market comes principally from current manufacturers of lithotripters, including Siemens, Storz and Dornier. In the markets that we target for our HIFU products, competition comes from new market entrants and alternative therapies, as well as from current manufacturers of medical devices. In the HIFU market our devices, in particular the Ablatherm, compete with all current treatments for localized tumors, including surgery, external beam radiotherapy, brachytherapy and cryotherapy. Other companies are working with HIFU for the minimally invasive treatment of tumors, including Focus Surgery, Inc. ("Focus Surgery"), which has developed a device called the Sonablate SB500 for the treatment of localized prostate cancer. Misonix, Inc., USHIFU and UKHIFU are also involved in the manufactur ing, marketing and distribution of the Sonablate. Insightec, an Israeli company owned mainly by General Electric and Elbit Medical Imaging Ltd, has developed a device using HIFU technology to treat uterine fibroids. St. Jude Medical Inc. has developed a device using HIFU to treat atrial fibrillation. Haifu, a Chinese company developing HIFU products addressing various types of cancers, signed a development partnership agreement with Siemens Medical Solutions to offer a HIFU device coupled with IRM imaging system. Finally, Chinamed (China Medical Technology), a Chinese company, is also developing HIFU products for various types of cancer tumors, but the company is only marketing its HIFU products in China. See Item 4, "Information on the Company—High Intensity Focused Ultrasound ("HIFU") Division—HIFU Competition" and Item 4, "Information on the Company—Urology Devices and Services ("UDS") Division", each included in our annual report on Form 20-F for th e 2006 financial year, which is incorporated by reference in this prospectus. On April 25, 2007, we signed an exclusive distribution agreement with Chinamed to distribute their HIFU devices in the European Union and Russia once their devices are approved for use in those jurisdictions.

Many of our competitors have significantly greater financial, technical, research, marketing, sales, distribution and other resources than us and may have more experience in developing, manufacturing, marketing and supporting new medical devices. In addition, our future success will depend in large part on our ability to maintain a leading position in technological innovation, and we cannot assure you that we will be able to develop new products or enhance our current ones to compete successfully with new or existing technologies. Rapid technological development by competitors may result in our products becoming obsolete before we recover a significant portion of the research, development and commercialization expenses incurred with respect to those products.

We also face competition for our maintenance and service contracts. Larger hospitals often utilize their in-house maintenance departments instead of contracting with equipment manufacturers like us to maintain and repair their medical equipment. In addition, third-party medical equipment maintenance companies increasingly compete with equipment manufacturers by offering broad repair and maintenance service contracts to hospitals and clinics. This increased competition for medical devices and maintenance and service contracts could have a material adverse effect on our business, financial condition and results of operations.

We operate in a highly regulated industry and our future success depends on government regulatory approval of our products, which we may not receive or which may be delayed for a significant period of time.

Government regulation significantly impacts the development and marketing of our products, particularly in the United States. We are regulated in each of our major markets with respect to preclinical and clinical testing, manufacturing, labeling, distribution, sales, marketing, advertising and promotion of our products. To market and sell products still in the clinical trial stage, we are required to obtain approval or clearance from the relevant regulatory agencies, including the FDA in the United States. In particular, we expect to go through the FDA approval process with our Ablatherm device. Moreover, regulatory approval to market a product, if granted, may include limitations on the indicated uses for which it may be marketed. Failure to comply with regulatory requirements can result in fines, suspension or withdrawal of regulatory approvals, product recalls, seizure of products, operating restrictions and criminal prosecutions. Regulatory policy may change and additional government regulations may be established that could prevent or delay regulatory approval of our products. Any delay, failure to receive regulatory approval or the loss of previously received approvals could have a material adverse effect on our business, financial condition and results of operations. For more information on the regulation of our business, see Item 4, "Information on the Company—Government Regulation" included in our annual report on Form 20-F for the 2006 financial year, which is incorporated by reference in this prospectus.

It is also possible that additional statutes or regulations that affect our business will be adopted and could impose substantial additional costs or otherwise have a material adverse effect on our business, financial condition and results of operations.

The success of our products depends on whether procedures performed by those products are eligible for reimbursement, which depends on the decisions of national health authorities and third-party payers.

Our success depends, among other things, on the extent to which reimbursement can be obtained from healthcare payers in the United States and elsewhere for procedures performed with our products. In the United States, we are dependent upon favorable decisions by the Centers for Medicare & Medicaid Services ("CMS"), formerly the Health Care Financing Administration ("HCFA"), for Medicare reimbursement, individual managed care organizations, private insurers and other payers. These decisions may be revised from time to time, which could affect reimbursement for procedures performed using our devices. Outside the United States, and in particular in the European Union and Japan, third-party reimbursement is generally conditioned upon decisions by national health authorities. In the European Union, there is no single procedure for obtaining reimbursement and, consequently, we must seek regulatory approval in each Member State. If we fail to establish reimbursement from healthcare payers or government and private healthcare payers' policies change, it could have a material adverse effect on our business, financial condition and results of operations.

Lithotripsy procedures are reimbursed in the European Union, in Japan and in the United States. However, a decision to modify reimbursement policies for these procedures could have a material adverse effect on our business, financial conditions and results of operations. Procedures performed with our Ablatherm device are not reimbursed in the United States or in any of the European Union countries with the exception of Italy, Germany and the UK, where it is partially reimbursed. We cannot assure you that additional reimbursement approvals will be obtained. If reimbursement for our products is unavailable, limited in scope or amount or if pricing is set at unsatisfactory levels, our business could be materially harmed.

Our manufacturing operations are highly regulated and failure to comply with those regulations would harm our business.

Our manufacturing operations must comply with regulations established by regulatory agencies in the United States, the European Union and other countries, and in particular with the good manufacturing practices ("GMP") mandated by the FDA and European Union standards for quality assurance and manufacturing process control. Failure to comply with these regulations could have a material adverse effect on our business, financial condition and results of operations.

We depend on a single site to manufacture our products, and any interruption of operations could have a material adverse effect on our business.

Most of our manufacturing currently takes place in a single facility located in Vaulx-en-Velin, on the outskirts of Lyon, France. A significant interruption in the operations of our sole facility for any reason, such as fire, flood or other natural disaster or a failure to obtain or maintain required regulatory approvals, could have a material adverse effect on our business, financial condition and results of operations.

For certain components or services we depend on single suppliers that for events beyond our control may fail to deliver sufficient supplies to us, which would interrupt our production processes.

We purchase the majority of the components used in our products from a number of suppliers, but rely on a single supplier for several components. In addition, we rely on single suppliers for certain services. If the supply of certain components or services were interrupted for any reason, our manufacturing and marketing of the affected products would be delayed. These delays could be extensive, especially in situations where a component substitution would require regulatory approval. We expect to continue to depend upon our suppliers for the foreseeable future. Failure to obtain adequate supplies of components or services in a timely manner could have a material adverse effect on our business, financial condition and results of operations.

Intellectual property rights are essential to protect our medical devices, and any dispute with respect to these rights could be costly and have an uncertain outcome.

Our success depends in large part on our ability to develop proprietary products and technologies and to establish and protect the related intellectual property rights, without infringing the intellectual property rights of third parties. The validity and scope of claims covered in medical technology patents involve complex legal and factual questions and, therefore, may be highly uncertain. The medical device industry has been characterized by extensive litigation regarding patents and other intellectual property rights. Our products, including our HIFU devices, may be subject to litigation involving claims of patent infringement or violation of other intellectual property rights of third parties. The defense and prosecution of intellectual property suits, patent opposition proceedings and related legal and administrative proceedings are both costly and time consuming and may result in a significant diversion of effort and resources by our technical and management personnel. An adverse determination in any such litigation or proceeding to which we become a party could subject us to significant liability to third parties; require us to seek licenses from third parties and pay ongoing royalties; require us to redesign certain products; or subject us to injunctions preventing the manufacture, use or sale of the affected products. In addition to being costly, drawn-out litigation to defend or prosecute intellectual property rights could cause our customers or potential customers to defer or limit their purchase or use of our products until the litigation is resolved. See Item 4, “Information on the Company—High Intensity Focused Ultrasound (“HIFU”) Division—HIFU Division Patents and Intellectual Property” and Item 4, “Information on the Company—Urology Devices and Services (“UDS”) Division—UDS Division Patents and Intellectual Property”, each included in our annual report on Form 20-F for the 2006 financial year, which is incorporated by reference in this prospectus.

We own patents covering several of our technologies and have additional patent applications pending in the United States, the European Union, Japan and elsewhere. The process of seeking patent protection can be long and expensive and there can be no assurance that our patent applications will result in patents being issued. We also cannot assure you that our current or future patents are or will be sufficient to provide meaningful protection or commercial advantage to us. Our patents or patent applications could be challenged, invalidated or circumvented in the future. The failure to maintain or obtain necessary patents, licenses or other intellectual property rights from third parties on acceptable terms or the invalidation or cancellation of material patents could have a material adverse effect on our business, financial condition or results of operations. Litigation may be necessary to enforce patents issued to us or to determine the enforceability, scope and validity of the proprietary rights of others. Our competitors, many of which have substantial resources and have made substantial investments in competing technologies, may apply for and obtain patents that will interfere with our

ability to make, use or sell certain products either in the United States or in foreign markets, including our HIFU devices.

We also rely on trade secrets and proprietary know-how, which we seek to protect through non-disclosure agreements with employees, consultants and other parties. It is possible, however, that those non-disclosure agreements will be breached, that we will not have adequate remedies for any such breach, or that our trade secrets will become known to, or independently developed by, competitors. Litigation may be necessary to protect trade secrets or know-how owned by us. In addition, effective copyright and trade secret protection may be unavailable or limited in certain countries.

The occurrence of any of the foregoing could have a material adverse effect on our business, financial condition and result of operations.

We face a significant risk of exposure to product liability claims in the event that the use of our products results in personal injury or death.

If the use of any of our products results in personal injury or death, we may face significant product liability claims. To date, we are a party to two product liability actions in the United States by patients claiming to have been injured in the course of a Prostatron procedure, for which we have retained liability following the sale of our Prostatron business in October 2000. See Item 5, "Operating and Financial Review and Prospects—Critical Accounting Policies—Litigation" and Item 8, "Financial Information—Legal Proceedings", each included in our annual report on Form 20-F for the 2006 financial year, which is incorporated by reference in this prospectus, for more information about these actions. These product liability claims, if successful, could have a material adverse effect on our business, financial condition and results of operations.

We maintain separate product liability insurance policies for the United States and Canada and for the other markets in which we sell our products. Product liability insurance is expensive and there can be no assurance that it will continue to be available on commercially reasonable terms or at all. In addition, our insurance may not cover certain product liability claims or our liability for any claims may exceed our coverage limits. Also, if any of our products prove to be defective, we may be required to recall or redesign the product. A product liability claim or series of claims brought against us with respect to uninsured liabilities or in excess of our insurance coverage, or any claim or product recall that results in significant cost to or adverse publicity against us could have a material adverse effect on our business, financial condition and results of operations.

We sell our products in many parts of the world and, as a result, our business is affected by fluctuations in currency exchange rates.

We are exposed to foreign currency exchange rate risk because the mix of currencies in which our costs are denominated is different from the mix of currencies in which we earn our revenue. In 2006, approximately 79% of our selling, marketing and general and administrative expenses and approximately 91% of our research and development expenses were denominated in euro, while approximately 32% of our sales were denominated in currencies other than euro (primarily the U.S. dollar and the Japanese yen). Our operating profitability could be materially adversely affected by large fluctuations in the rate of exchange between the euro and other currencies. For instance, a decrease in the value of the U.S. dollar or the Japanese yen against the euro would have a negative effect on our revenues, which may not be offset by an equal reduction in operating expenses and would therefore negatively impact operating profitability. From time to time we enter into foreign exchange forward sale contracts to hedge against fluctuations in the exchange rates of the principal foreign currencies in which our receivables are denominated (in particular, the U.S. dollar and the Japanese yen), but there can be no assurance that such hedging activities will limit the effect of movements in exchange rates on our results of operations. As of December 31, 2006, we had no outstanding hedging instrument. In addition, since any dividends that we may declare will be denominated in euro, exchange rate fluctuations will affect the U.S. dollar equivalent of any dividends received by holders of ADSs.

Our results of operations have fluctuated significantly from quarter to quarter in the past and may continue to do so in the future.

Our results of operations have fluctuated in the past and are expected to continue to fluctuate significantly from quarter to quarter depending upon numerous factors, including, but not limited to, the timing and results of clinical trials, changes in healthcare reimbursement policies, cyclicality of demand for our products, changes in pricing policies by us or our competitors, new product announcements by us or our competitors, customer order deferrals in anticipation of new or enhanced products offered by us or our competitors, product quality problems and exchange rate fluctuations. Furthermore, because our main products have relatively high unit prices, the amount and timing of individual orders can have a substantial effect on our results of operations in any given quarter.

Risks Relating to Ownership of Securities

Our Securities may be affected by volume fluctuations, and may fluctuate significantly in price.

Our ADSs are currently traded on the NASDAQ Global Market. The average daily trading volume of our ADSs in March 2007 was 11,762, the high and low bid price of our ADSs for the last two financial years ended on December 31, 2006 and December 31, 2005, has been $21.64 and $5.12, and $5.68 and $3.10 respectively, and the high and low bid price of our ADSs between January and March 2007 has been $9.40 and $5.62, respectively. Our ADSs have experienced, and are likely to experience in the future, significant price and volume fluctuations, which could adversely affect the market price of our ADSs without regard to our operating performance. The price of our Securities, and our ADSs in particular, may fluctuate as a result of a variety of factors beyond our control, including changes in our business, operations and prospects, regulatory considerations, results of clinical trials of our products or those of our competitors, developments in patents and other proprietary rights, and general market and economic conditions.

We may issue additional securities that may be dilutive to our stockholders.

256,220 shares may be granted to certain of our employees, depending on whether they achieve certain performance goals during the 2007-2008 period. The extraordinary general meeting of our shareholders held on May 22, 2007 delegated to our Board of Directors the authority to issue up to 6,000,000 additional shares, either in the form of shares or through the issuance of securities exercisable for or convertible into our shares. In certain circumstances, these securities may be issued without preferential subscription rights. 600,000 of these shares may be granted to certain of our employees through the issuance of options to subscribe for newly issued shares. The issuance of additional ordinary shares, including any additional ordinary shares issuable pursuant to the exercise of preferential subscription rights that may not be available to all holders of our Securities, would reduce the prop ortionate ownership and voting power of then-existing shareholders.

We are subject to different corporate disclosure standards that may limit the information available to holders of our ADSs.

As a foreign private issuer, we are not required to comply with the notice and disclosure requirements under the Securities Exchange Act of 1934, as amended, or the Exchange Act, relating to the solicitation of proxies for shareholder meetings. Although we are subject to the periodic reporting requirements of the Exchange Act, the periodic disclosure required of non-U.S. issuers under the Exchange Act is more limited than the periodic disclosure required of U.S. issuers. Therefore, there may be less publicly available information about us than is regularly published by or about other public companies in the United States.

We currently do not intend to pay dividends, and cannot assure you that we will make dividend payments in the future.

We have not paid any dividend on our shares since 1994, and do not anticipate paying any dividends for the foreseeable future. Declaration of dividends on the shares will depend upon, among other things, future earnings, if any, the operating and financial condition of our business, our capital requirements, general business conditions and such other factors as our Board of Directors deems relevant. See Item 8, “Financial Information—Dividends and Dividend Policy” in our annual report on Form 20-F for the 2006 financial year, which is incorporated by reference in this prospectus.

Judgments of U.S. courts, including those predicated on the civil liability provisions of the federal securities laws of the United States, may not be enforceable in French courts.

An investor in the United States may find it difficult to:

- effect service of process within the United States against us and our non-U.S. resident directors and officers;
- enforce U.S. court judgments based upon the civil liability provisions of the U.S. federal securities laws against us and our non-U.S. resident directors and officers in France; or
- bring an original action in a French court to enforce liabilities based upon the U.S. federal securities laws against us and our non-U.S. resident directors and officers.

Holders of ADRs have fewer rights than shareholders and have to act through the depositary to exercise those rights.

Holders of ADRs do not have the same rights as shareholders and accordingly cannot exercise rights of shareholders against us. The Bank of New York, as depositary, or the custodian, is the registered shareholder of the deposited shares underlying the ADSs, and therefore you will generally have to exercise your shareholder rights through The Bank of New York. In certain cases, we may not ask The Bank of New York to ask you for instructions as to how you wish the shares underlying the ADSs evidenced by your ADRs voted. The Bank of New York will not ask you for voting instructions in the absence of written instructions from us to do so. In the event that we did not so instruct The Bank of New York, you could still instruct The Bank of New York how to vote if you otherwise learn of our upcoming shareholders' meeting or vote by surrendering your ADSs, withdrawing your underlying shares, and then voting as ordinary shareholders. Even if we ask The Bank of New York to ask you for such instructions, it may not be possible for The Bank of New York to obtain these instructions from you in time for The Bank of New York to vote in accordance with such instructions. If The Bank of New York does not receive instructions from you, it may give a proxy to vote your underlying ordinary shares or other deposited securities to our designated representative. This means you may not be able to exercise your right to vote and there may be nothing you can do if your underlying ordinary shares or other deposited securities are not voted as you instructed.

Preferential subscription rights may not be available for U.S. persons.

Under French law, shareholders have preferential rights to subscribe for cash issuances of new shares or other securities giving rights to acquire additional shares on a *pro rata* basis. U.S. holders of our Securities may not be able to exercise preferential subscription rights for their shares unless a registration statement under the Securities Act of 1933, as amended, or the Securities Act, is effective with respect to such rights or an exemption from the registration requirements imposed by the Securities Act is available. We may, from time to time, issue new shares or other securities giving rights to acquire additional shares (such as warrants) at a time when no registration statement is in effect and no Securities Act exemption is available. If so, U.S. holders of our Securities will be unable to exercise their preferential rights and their interests will be diluted. We are under no obligation to file any registration statement in connection with any issuance of new shares or other securities.

For holders of our shares in the form of ADSs, The Bank of New York may make these rights or other distributions available to you after we instruct it to do so and provide it with evidence that it is legal to do so. If we fail to do this and The Bank of New York determines that it is impractical to sell the rights, it may allow these rights to lapse. In that case you will receive no value for them.

If we fail to register the resale of Securities by the applicable deadlines, we may be subject to substantial penalties.

We currently have two registration rights agreements in force with respect to our securities. Under the terms of the registration rights agreements, we are required to keep Securities Act registration statements effective for extended periods of time, including, depending on the relevant circumstances, until such time as all Securities covered by the relevant registration statement have been sold or, for the Securities covered by the registration statement of which this prospectus forms a part, two years from the effectiveness of the registration statement.

We may be subject to monthly cash penalties if any of the registration statements ceases to be effective for more than 30 consecutive days or more than an aggregate of 90 days in any 12-month period.

WHERE YOU CAN FIND MORE INFORMATION ABOUT US

We file annual reports and special reports and other information with the Securities and Exchange Commission, or the SEC. However, as a foreign private issuer, we and our shareholders are exempt from some SEC reporting requirements, including proxy solicitation rules, short-swing insider profit disclosure rules of Section 16 of the Exchange Act with respect to our shares and the rules regarding the furnishing of quarterly reports to the SEC, which are required to be furnished only if required or otherwise provided in our home country domicile.

Our SEC filings are also available over the Internet at the SEC's website at http://www.sec.gov. The address of the SEC's Internet site is provided solely for the information of prospective investors and is not intended to be an active link. You may also read and copy any document we file at the SEC's public reference room at 100 F Street, NE, Washington, DC 20549, USA. The public may obtain information on the operation of the SEC's public reference room by calling the SEC in the United States at 1-800-SEC-0330.

The SEC allows us to "incorporate by reference" in this prospectus the information in the documents that we file with it, which means we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be a part of this prospectus. We incorporate by reference in this prospectus the documents listed below:

- our annual report on Form 20-F for the year ended December 31, 2006 (SEC File No. 000-29374);
- our reports furnished to the SEC on Form 6-K on May 11, 2007, April 12, 2007 and April 4, 2007;
- any future reports on Form 6-K to the extent that we indicate they are incorporated by reference into this registration statement; and
- any future annual reports on Form 20-F that we may file with the SEC under the Exchange Act prior to the termination of the offering contemplated by this prospectus.

Documents on Display

You may request a copy of the documents incorporated by reference herein at no cost to you by writing or telephoning us at our principal executive offices, located at Parc d'Activités la Poudrette- Lamartine, 4/6, rue du Dauphine, 69120 Vaulx-en-Velin, France, +33 (0) 4 78 26 40 46, attention: Blandine Confort.

Information in this prospectus may be modified by information included in subsequent Exchange Act filings that we incorporate by reference, the result of which is that only the information as modified will be part of this prospectus. Other information in this prospectus will not be affected by the replacement of this superseded information, nor will an investor's ability to rely on such superseded information be affected, to the extent such reliance occurs prior to the delivery of the superseding information.

Additional information regarding us may be obtained on our website, www.edap-tms.com, which is not intended to be an active link. Such information is not incorporated by reference into this prospectus.

You should rely only on the information that we incorporate by reference or provide in this prospectus and any accompanying prospectus supplement. We have not authorized anyone to provide you with different information. The selling shareholder is not making an offer of the Securities in any jurisdiction where the offer is not permitted. You should not assume that the information in this prospectus or any prospectus supplement is accurate as of any date other than the date on the front of the relevant documents.

FORWARD-LOOKING STATEMENTS

The statements incorporated by reference or contained in this prospectus discuss our future expectations, contain projections of our results of operations or financial condition, and include other forward-looking information within the meaning of Section 27A of the Securities Act. Our actual results may differ materially from those expressed in forward-looking statements made or incorporated by reference in this prospectus.

Forward-looking statements that express our beliefs, plans, objectives, assumptions or future events or performance may involve estimates, assumptions, risks and uncertainties. Therefore, our actual results and performance may differ materially from those expressed in the forward-looking statements. Forward-looking statements often, although not always, include words or phrases such as the following: “will likely result,” “are expected to,” “will continue,” “is anticipated,” “estimate,” “intends,” “plans,” “projection” and “outlook.” You should not unduly rely on forward-looking statements contained or incorporated by reference in this prospectus.

Actual events or results may differ materially from those projected in such forward-looking statements as a result of various factors that may be beyond our control. These factors include, without limitation:

- the effects of intense competition and technological advances in the industry;
- the uncertainty of market acceptance for our HIFU devices and our revenue per procedure, or RPP, model;
- the uncertainty of reimbursement status of procedures performed with our products;
- the clinical status of our HIFU devices;
- the impact of government regulation, particularly relating to public healthcare systems and the commercial distribution of medical devices;
- dependence on our strategic partners and suppliers;
- any event or other occurrence that would interrupt operations at our primary production facility;
- reliance on patents, licenses and key proprietary technologies;
- product liability risk;
- risk of exchange rate fluctuations, particularly between the euro and the U.S. dollar and between the euro and the Japanese yen; and
- fluctuations in results of operations due to the cyclical nature of demand for medical devices.

Readers should also consider the information contained in “Risk Factors” in this prospectus and Item 5, “Operating and Financial Review and Prospects,” in our annual report on Form 20-F for the 2006 financial year incorporated by reference in this prospectus, as well as the information contained in our periodic filings and submissions with the SEC (including our reports on Form 6-K).

Any forward-looking statement speaks only as of the date on which that statement is made. We will not update any forward-looking statement to reflect events or circumstances that occur after the date on which such statement is made.

USE OF PROCEEDS

The proceeds from the sale of Securities offered pursuant to this prospectus are solely for the account of the selling shareholder. Accordingly, we will receive no proceeds from the sale of the Securities.

CAPITALIZATION AND INDEBTEDNESS

The following table sets out our consolidated short-term debt and capitalization in accordance with U.S. GAAP as of March 31, 2007. Except as disclosed below, there have been no material changes to our consolidated capitalization since March 31, 2007. Because we will not be issuing shares or receiving proceeds in this offering, our capitalization table is not adjusted to reflect the offering. This table should be read in conjunction with our financial statements, which are incorporated by reference in this prospectus.

	€	$[1]
	(in thousands)	
Current portion of capital lease	502	672
Capital lease obligations, less current portion	941	1,258
Short-term debt, including current portion of long-term debt	1,322	1,768
Long-term debt, net of current portion of long-term debt	75	100
Shareholders' equity:		
Share capital (9,324,497 shares, nominal value €0.13 per share, authorized, issued and outstanding)[2], [3]	1,225	1,638
Additional paid-in capital[3]	25,558	34,181
Retained earnings, including cumulative foreign translation adjustment	(4,044)	(5,408)
Deferred stock compensation	(3,030)	(4,052)
Treasury stock[4]	(1,462)	(1,955)
Total shareholders' equity	18,247	24,404
Total capitalization	32,235	43,111

(1) Dollar amounts have been translated solely for the convenience of the reader at an exchange rate of €1 = $1.3374, the noon buying rate in The City of New York for cable transfers of euro as certified for customs purposes by the Federal Reserve Bank of New York on March 31, 2007.

(2) As of June 30, 2007, we had an issued share capital of 9,624,497 fully paid ordinary shares, with a nominal value of €0.13 per share. We also had rights for 256,220 of our shares to be granted to certain of our employees upon the achievement of certain performance goals during the 2007-2008 period.

(3) On April 5, 2007, HealthTronics exercised 200,000 warrants to acquire an equal number of our shares in the form of ADSs, paying an aggregate exercise price of $300,000.

(4) As of June 30, 2007, we held 461,490 of our ordinary shares as treasury stock, a portion of which was dedicated to serve stock purchase option plans as follows:

- 71,525 shares which may be purchased at a price of €3.81 per share and 10,212 shares which may be purchased at a price of €1.83 per share pursuant to the exercise of options that were granted in 1998 and in 1999 and are outstanding;
- 56,000 shares which may be purchased at a price of €2.08 per share and 6,425 shares which may be purchased at a price of €2.02 per share pursuant to the exercise of options that were granted in 2001 and in 2002 and are outstanding; and
- 197,000 shares which may be purchased at a price of €2.60 per share and 15,000 shares which may be purchased at a price of €2.78 per share pursuant to the exercise of options that were granted in 2004 and 2005.

THE OFFERING

As of April 3, 2007, we terminated our distribution agreement with HealthTronics. See "Summary—Recent Developments." Pursuant to the termination agreement, on April 5, 2007, HealthTronics exercised 200,000 warrants granted under the distribution agreement to acquire an equal number of our shares in the form of ADSs, paying an aggregate exercise price of $300,000.

In connection with the termination agreement, we also entered into a registration rights agreement with HealthTronics, pursuant to which we agreed to file a registration statement under the Securities Act to enable HealthTronics to resell its shares in transactions that are registered under the Securities Act.

We will use our reasonably best efforts to keep the registration statement of which this prospectus is a part effective until the earlier of:

- such time as the Securities covered by the registration statement have been sold by the selling shareholder or no more Securities that are registrable under the agreement exist; or

- the second anniversary of the date that such registration statement is declared effective by the SEC.

We will not be required to maintain the effectiveness of the registration statement of which this prospectus forms a part with respect to Securities held by the selling shareholder if such Securities are sold pursuant to the registration statement or Rule 144 under the Securities Act, Securities held by the selling shareholder become eligible for sale by the holder thereof pursuant to Rule 144(k) under the Securities Act or the relevant Securities have been sold in a transaction not subject to the registration requirements of the Securities Act.

We will be permitted to suspend the availability of the registration statement and this prospectus during specified periods (not to exceed 30 consecutive days or 90 days in the aggregate in any 12-month period) in certain circumstances, including circumstances where updating this prospectus would result in a violation of applicable law or would, in our good faith judgment, have a material adverse effect on our business, operations or prospects or otherwise relates to a material business transaction that has not yet been publicly disclosed. We may also suspend the use of the registration statement and this prospectus for a period of 30 days if financial statements required to be included in this prospectus have not yet been prepared by us and/or reviewed or audited, as the case may be, by our independent public accountants. In these cases, or other circumstances in which use of the registration statement or this prospectus should be suspended, including, among other things, any issuance by the SEC of a stop order suspending the effectiveness of the registration statement or the discovery of any other misstatement or omission in the registration statement or this prospectus, we may prohibit offers and sales of Securities pursuant to the registration statement. If we suspend the availability of the registration statement for longer than the permitted time periods, we may be required, among other things, to pay liquidated damages to the selling shareholder in an amount equal to $6,000 a month for each month of suspension beyond the permitted suspension period, although total liquidated damages paid under the registration rights agreement may not in any circumstances exceed $60,000.

The selling shareholder, including its permitted transferees, pledgees, donees or other successors, may sell the Securities being offered by it under this prospectus from time to time on any exchange, market or trading facility on which the Securities are traded or in private transactions, and at prices and at terms that may be at fixed, prevailing market or negotiated prices that may vary. Information regarding the selling shareholder, the Securities it is offering to sell under this prospectus and the times and manner in which it may offer and sell those Securities is provided in the sections of this prospectus captioned "Selling Shareholder," "Plan of Distribution" and "Description of Securities."

The registration of Securities pursuant to this prospectus and the related registration statement does not necessarily mean that any of those Securities will ultimately be offered for sale by the selling shareholder.

Information on Outstanding Shares

As of June 30, 2007, the authorized capital stock of the Company consisted of 9,624,497 fully issued, fully paid registered shares, nominal value €0.13 per share. The high and low market price of our ADSs for the month of March, 2007, was $7.48 and $5.93 respectively. See Item 9, "The Offer and Listing—Trading Markets," included in our annual report on Form 20-F for the 2006 financial year, which is incorporated by reference in this prospectus.

As of June 30, 2007, we had 9,624,497 issued and outstanding shares (excluding 461,490 shares of treasury stock). As of December 31, 2006 (the date of the most recent balance sheet included in our financial statements incorporated by reference to our Form 20-F filed on March 30, 2007, File No. 000-29374) we had 9,324,497 shares issued and outstanding. Our only issuance of shares since January 1, 2003, was our issuance on August 3, 2006 of 961,676 shares at a price of $7.75 per share in connection with a private placement, 100,000 shares on March 5, 2007 in connection with the exercise of subscription options at an exercise price of €1.28 per share and 200,000 shares on April 5, 2007 in connection with the exercise of warrants by HealthTronics at an exercise price of $1.50 per share.

The extraordinary general meeting of our shareholders held on May 22, 2007 delegated to our Board of Directors the authority to issue up to 6,000,000 additional shares, either in the form of shares or through the issuance of securities exercisable for or convertible into our shares. In certain circumstances, these securities may be issued without preferential subscription rights. 600,000 of these shares may be granted to certain of our employees through the issuance of options to subscribe for newly issued shares.

In addition, as of June 30, 2007, we had the following securities outstanding that may result in the issuance of additional shares:

- 256,220 shares to be granted to certain of our employees, depending on whether they achieve certain performance goals during the 2007-2008 period.

As of June 30, 2007, we also had options outstanding to purchase shares that we currently hold as treasury stock in the following amounts:

- 71,525 shares may be purchased at a price of €3.81 per share and 10,212 shares may be purchased at a price of €1.83 per share pursuant to the exercise of options that were granted in 1998 and in 1999 and are outstanding;

- 56,000 shares may be purchased at a price of €2.08 per share and 6,425 shares may be purchased at a price of €2.02 per share pursuant to the exercise of options that were granted in 2001 and in 2002 and are outstanding; and

- 197,000 shares may be purchased at a price of €2.60 per share and 15,000 shares may be purchased at a price of €2.78 per share pursuant to the exercise of options that were granted in 2004 and 2005.

In addition, the extraordinary general meeting of our shareholders held on May 22, 2007 delegated to our Board of Directors the authority to issue options to our employees to purchase up to 105,328 shares that we currently hold as treasury stock.

For more detail on warrants or options granted by us, see Note 15 to our Consolidated Financial Statements, Item 6 "Directors, Senior Management and Employees" and Item 7 "Major Shareholders and Related Party Transactions," each included in our annual report on Form 20-F for the 2006 financial year, which is incorporated by reference in this prospectus.

SELLING SHAREHOLDER

The selling shareholder, HT Prostate Therapy Management Company, LLC, initially received the Securities pursuant to the exercise of certain warrants that had been granted to it in connection with our now-terminated distribution agreement in a transaction exempt from the registration requirements of the Securities Act. See "Summary—Recent Developments." We have agreed to include in this registration statement the Securities issued to the selling shareholder. See "The Offering."

The selling shareholder may elect not to sell any of the Securities covered by this prospectus held by it. Only those Securities listed below or in any prospectus supplement hereto may be offered for resale by the selling shareholder pursuant to this prospectus. The selling shareholder does not have, and has not had, any position, office or other material relationship with us or any of our affiliates beyond our now-terminated distribution agreement and the agreements related to such termination.

The following table is prepared based on information supplied to us by the selling shareholder on May 7, 2007. Although we have assumed for purposes of the table below that the selling shareholder will sell all of the Securities offered by this prospectus, because the selling shareholder may offer from time to time all or some of the Securities covered by this prospectus in another permitted manner or not at all, no assurances can be given as to the actual number of Securities that will be resold by the selling shareholder or that will be held by the selling shareholder after completion of the resales. In addition, the selling shareholder may have sold, transferred or otherwise disposed of the Securities in transactions exempt from the registration requirements of the Securities Act after providing the information regarding their securities holdings set forth below. Information concerning the selling shareholde r may change from time to time and changed information will be presented in a supplement to this prospectus if and when necessary and required. Except with respect to the registration rights agreement and the agreement terminating the HealthTronics distribution agreement and related arrangements, we are party to no agreements, arrangements or understandings with respect to the resale of any of the Securities covered by this prospectus. Pursuant to the agreement terminating the HealthTronics distribution agreement, the selling shareholder represented and warranted to us that it was an "accredited investor," as that term is defined under the Securities Act. The selling shareholder further represented and warranted that such selling shareholder is not a broker-dealer or an affiliate of a broker-dealer and purchased the ADSs in the ordinary course of its business for its own account for investment only and not with a view to, or for resale in connection with, any distribution thereof.

The Securities offered by this prospectus may be offered from time to time by the selling shareholder named below:

Name and Address of Selling Shareholder	Securities Beneficially Owned Prior to This Offering[1]		Maximum Number of Securities Being Sold in This Offering	Securities Beneficially Owned After This Offering [1], [2]
	(Number)	(Percent)		(Number)
HT Prostate Therapy Management Company, LLC[3] 1301 Capital of Texas Highway, Suite 200B, Austin, TX 78746, USA	200,000	2.08%	200,000	0

(1) Includes shares held either in the form of shares or ADSs.

(2) Assumes that the selling shareholder sells all of the Securities registered hereunder pursuant to this registration statement and does not acquire any additional Securities, either in the open market or otherwise.

(3) HealthTronics, Inc., of which the selling shareholder is a wholly owned subsidiary, has the authority to exercise voting and investment control over the Securities owned by HT Prostate Therapy Management Company LLC.

DESCRIPTION OF AMERICAN DEPOSITARY RECEIPTS

American Depositary Receipts

The Bank of New York, as depositary, will execute and deliver the ADRs. ADRs are American Depositary Receipts. Each ADR is a certificate evidencing a specific number of American Depositary Shares, also referred to as ADSs. Each ADS will represent one share (or a right to receive one share) deposited with the principal Paris office of Société Générale, as custodian for the depositary. Each ADS will also represent any other securities, cash or other property which may be held by the depositary. The depositary's corporate trust office at which the ADRs will be administered is located at 101 Barclay Street, New York, New York 10286. The Bank of New York's principal executive office is located at One Wall Street, New York, New York 10286.

You may hold ADSs either directly (by having an ADR registered in your name) or indirectly through your broker or other financial institution. If you hold ADSs directly, you are an ADR holder. This description assumes you hold your ADSs directly. If you hold the ADSs indirectly, you must rely on the procedures of your broker or other financial institution to assert the rights of ADR holders described in this section. You should consult with your broker or financial institution to find out what those procedures are.

As an ADR holder, we will not treat you as one of our shareholders and you will not have shareholder rights. French law governs shareholder rights. The depositary will be the holder of the shares underlying your ADSs. As a holder of ADRs, you will have ADR holder rights. A deposit agreement among us, the depositary and you, as an ADR holder, and the beneficial owners of ADRs set out ADR holder rights as well as the rights and obligations of the depositary. New York law governs the deposit agreement and the ADRs.

We refer to the shares that are at any time deposited or deemed deposited under the deposit agreement and any and all other securities, cash and property received by the depositary or the custodian in respect thereof and at such time held under the deposit agreement as Deposited Securities.

The following is a summary of the material provisions of the deposit agreement. For more complete information, you should read the entire deposit agreement and the form of ADR. Directions on how to obtain copies of those documents are provided under "Where you can find more information about us."

Deposit, Transfer and Withdrawal

French law provides that ownership of shares generally be evidenced only by an inscription in an account in the name of the holder maintained by either the issuer or an authorized intermediary such as a bank. See Item 10, "Additional Information—Memorandum and Articles of Association—Form and Holding of Shares (French law)" in our annual report on Form 20-F for the 2006 financial year, which is incorporated by reference in this prospectus. Thus, all references to the deposit, surrender and delivery of our shares refer only to book-entry transfers and do not contemplate the physical transfers of certificates representing the shares in France.

The depositary has agreed, subject to the terms and conditions of the deposit agreement, that upon deposit with the custodian of our shares, or evidence of rights to receive our shares, and pursuant to appropriate instruments of transfer, it will execute and deliver through its Corporate Trust Office to the person or persons specified by the depositor, ADRs registered in the name or names of such person or persons for the number of ADRs issuable in respect of such deposit, upon payment to the depositary of its fees and expenses and of any taxes or charges.

Upon surrender of an ADR at the Corporate Trust Office of the depositary for the purpose of withdrawal of the Deposited Securities represented by the ADSs evidenced by such ADR, payment of the fees, governmental charges and taxes provided in the deposit agreement and payment of all taxes

and governmental charges payable in connection with such surrender and withdrawal, and subject to the provisions of the deposit agreement, the Company's articles of association and the Deposited Securities, ADR owners are entitled to delivery to it or upon its order of the shares and any other Deposited Securities at the time represented by the ADS or ADSs evidenced by such ADR at the Corporate Trust Office of the depositary or at the office of the custodian in Paris. The forwarding for delivery at the Corporate Trust Office of the depositary of cash, other property and documents of title for such delivery will be at the risk and expense of the ADR holder.

Subject to the terms and conditions of the deposit agreement and any limitations established by the depositary, unless requested by us to cease doing so, the depositary may deliver ADRs prior to the deposit of shares, referred to as a Pre-Release. The depositary may deliver shares upon the receipt and cancellation of ADRs which have been Pre-Released, whether or not such cancellation is prior to the termination of such Pre-Release or the depositary knows that such ADR has been Pre-Released. The depositary may receive ADRs in lieu of our shares in satisfaction of a Pre-Release. Each Pre-Release must be (a) preceded or accompanied by a written representation and agreement from the person to whom the ADRs or shares are to be delivered (the "Pre-Releasee") that the Pre-Releasee, or its customer, (i) owns the shares or ADRs to be remitted, as the case may be, (ii) transfers all beneficial right, title and interest in such shares or ADRs as the case may be, to the depositary in its capacity as such and for the benefit of the beneficial owners, and (iii) will not take any action with respect to such shares or ADRs, as the case may be, that is inconsistent with the transfer of beneficial ownership (including, without the consent of the depositary disposing of such shares or ADRs, as the case may be, other than in satisfaction of such Pre-Release), (b) at all times fully collateralized with cash, U.S. government securities or such other collateral as the depositary determines, in good faith, will provide similar liquidity and security, (c) terminable by the depositary on not more than five (5) business days' notice and (d) subject to such further indemnities and credit regulations as the depositary deems appropriate. The number of our shares not deposited but represented by ADSs outstanding at any time as a result of Pre-Releases will not normally exceed 30% of the shares deposited under the deposit agreement, but the depositary reserves the right to disregard such limit from time to time as it deems reasonably appropriate, and may, with our prior written consent, change such limit for purposes of general application. The depositary will also set dollar limits with respect to Pre-Release transactions to be entered into with any particular Pre-Releasee on a case-by-case basis as the depositary deems appropriate. For purposes of enabling the depositary to fulfill its obligations to the owners of ADRs under the deposit agreement, the collateral referred to in clause (b) above will be held by the depositary as security for the performance of the Pre-Releasee's obligations to the depositary in connection with a Pre-Release transaction, including the Pre-Releasee's obligation to deliver shares or ADRs upon termination of a Pre-Release transaction (and shall not, for the avoidance of doubt, constitute Deposited Securities under the deposit agreement). Neither we nor the custodian will incur any liability to the owners or beneficial owners of ADRs as a result of certain aspects of Pre-Releases.

Dividends, Other Distributions and Rights

Subject to any restrictions imposed by applicable law, regulations or applicable permits, the depositary will be required to convert or cause to be converted into U.S. dollars, to the extent it can do so on a reasonable basis, and can transfer the resulting U.S. dollars to the United States, all cash dividends and other cash distributions denominated in a currency other than U.S. dollars, or foreign currency, including Euros, that it receives in respect of the Deposited Securities and to distribute the resulting dollar amount (net of fees and expenses of the Depositary) as promptly as practicable to the owners of the ADRs entitled thereto, in proportion to the number of ADSs representing such Deposited Securities evidenced by ADRs held by them. Such distribution may be made upon an averaged or other practicable basis without regard to any distinctions among owners on account of exchange restrictions or the date of delivery of any ADR or ADRs or otherwise. The amount distributed will be reduced by any amount on account of taxes to be withheld by us or the depositary. See Item 10, "Additional Information—Taxation of U.S. Investors—Dividends" in our annual report on Form 20-F for the 2006 financial year, which is incorporated by reference in this prospectus.

If any foreign currency cannot be converted to U.S. dollars in whole or in part, and transferred, or if any approval or license of any government or agency thereof which is required for such conversion is denied or in the opinion of the depositary cannot be promptly obtained, the depositary shall, as to the portion of the foreign currency that is convertible, make such conversion and distribution in U.S. dollars to the extent permissible to the owners entitled thereto, and as to the non-convertible balance, distribute foreign currency received by it to each owner requesting in writing such distribution and hold the balance of such foreign currency not so distributed uninvested for the respective accounts of the owners of ADRs entitled thereto, without liability for the interest thereon.

In certain circumstances, the depositary has agreed to use its reasonable efforts to enable U.S. resident beneficial owners of ADRs to comply with certain procedures that may be required by the French Treasury for purposes of obtaining treaty benefits in respect of dividends or other distributions of the Company. See Item 10, "Additional Information—Taxation of U.S. Investors—Procedures for Claiming Treaty Benefits" in our annual report on Form 20-F for the 2006 financial year, which is incorporated by reference in this prospectus. For a description of certain material French tax consequences of purchasing, owning and disposing of ADSs, see Item 10, "Additional Information—French Taxation" and Item 10, "Additional Information—Taxation of U.S. Investors" each included in our annual report on Form 20-F for the 2006 financial year, which is incorporated by reference in this prospectus.

If we declare a dividend in, or free distribution of, our shares, the depositary may, upon prior consultation with and approval of us, and shall if we so request, distribute to the owners of outstanding ADRs entitled thereto, in proportion to the number of ADSs representing such Deposited Securities held by them, respectively, additional ADRs evidencing an aggregate number of ADSs that represents the amount of shares received as such dividend or free distribution in respect of such Deposited Securities, subject to the terms and conditions of the deposit agreement with respect to the deposit of our shares and the issuance of ADSs evidenced by ADRs, including the withholding of any tax or other governmental charge and the payment of fees of the depositary. The depositary may withhold any such distribution of ADRs if it has not received satisfactory assurances from us that such distribution does not require registration under the Securities Act or is exempt from registration under the provisions of such the Securities Act. In lieu of delivering ADRs for fractional ADSs in the event of any such dividend or free distribution, the depositary will sell the amount of shares represented by the aggregate of such fractions and distribute the net proceeds in accordance with the deposit agreement. If additional ADRs are not so distributed, each ADS shall thenceforth also represent the additional shares distributed upon the Deposited Securities represented thereby.

If we offer or cause to be offered to the holders of any Deposited Securities any rights to subscribe for additional shares or any rights of any other nature, the depositary, after consultation with us, will have discretion as to the procedure to be followed in making such rights available to any owners of ADRs or in disposing of such rights for the benefit of any owners and making the net proceeds available to such owners or, if by the terms of such rights offering or for any other reason, the depositary may not either make such rights available to any owners or dispose of such rights and make the net proceeds available to such owners, or if by the terms of such rights offering or for any other reason, the depositary may not either make such rights available to any owners or dispose of such rights and make the net proceeds available to such owners, then the depositary shall allow the rights to lapse; provided, however, if at the time of the offering of any rights the depositary determines that it is lawful and feasible to make such rights available to all owners or to certain owners of ADRs but not to other owners, the depositary may, and at our request will, distribute to any owner to whom it determines the distribution to be lawful and feasible, in proportion to the number of ADSs held by such owner, warrants or other instruments therefor in such form as it deems appropriate.

If the depositary determines in its discretion that it is not lawful and feasible to make such rights available to all or certain owners, it may, and at our request will, sell the rights, warrants or other instruments in proportion to the number of ADSs held by the owner to whom it has determined it may not lawfully or feasibly make such rights available, and allocate the net proceeds of such sales (net of the fees of the depositary as provided in the deposit agreement, any expenses in connection

with such sale and all taxes and governmental charges payable in connection with such rights and subject to the terms and conditions of the deposit agreement) for the account of such owners otherwise entitled to such rights, warrants or other instruments, upon an averaged or other practical basis without regard to any distinctions among such owners because of exchange restrictions or the date of delivery of any ADR or ADRs, or otherwise. The depositary will not be responsible for any failure to determine that it may be lawful or feasible to make such rights available to owners in general or any owner or owners in particular. See "Risk Factors—Risks Relating to Ownership of Securities—Preferential subscription rights may not be available to U.S. persons."

In circumstances in which rights would not otherwise be distributed, if an owner of ADRs requests the distribution of warrants or other instruments in order to exercise the rights allocable to the ADSs of such owner, the depositary will make such rights available to such owner upon written notice from us to the depositary that (a) we have elected in our sole discretion to permit such rights to be exercised and (b) such owner has executed such documents as we have determined in our sole discretion are reasonably required under applicable law.

If the depositary has distributed warrants or other instruments for rights, upon instruction pursuant to such warrants or other instruments to the depositary from such owner to exercise such rights, upon payment by such owner to the depositary for the account of such owner of an amount equal to the purchase price of our shares to be received upon exercise of the rights, and upon payment of the fees of the depositary as set forth in such warrants or other instruments, the depositary will, on behalf of such owner, exercise the rights and purchase the shares, and we shall cause the shares so purchased to be delivered to the depositary on behalf of such owner. As agent for such owner, the depositary will cause the shares so purchased to be deposited, and will execute and deliver an ADR or ADRs to such owner pursuant to the deposit agreement.

The depositary will not offer rights to owners of ADRs unless both the rights and the securities to which such rights relate are either exempt from registration under the Securities Act with respect to a distribution to all owners or are registered under the provisions of the Securities Act. Notwithstanding any terms of the deposit agreement to the contrary, we shall have no obligation to prepare and file a registration statement for any purpose. The depositary will not be responsible for any failure to determine that it may be lawful or feasible to make such rights available to owners in general or any owner or owners in particular.

Whenever the depositary shall receive any distribution other than cash, our shares or rights in respect of the Deposited Securities, the depositary will cause the securities or property received by it to be distributed to the owners entitled thereto, after deduction or upon payment of any fees and expenses of the depositary or any taxes or other governmental charges, in proportion to the respective holdings of the owners, in any manner that the depositary, after consultation with us, may reasonably deem equitable and practicable for accomplishing such distribution. If, in the opinion of the depositary, such distribution cannot be made proportionately among the owners entitled thereto, or if for any other reason (including any requirement that we or the depositary withhold an amount on account of taxes or other governmental charges or that such securities must be registered under the Securities Act in order to be distributed) the depositary deems such distribution not feasible, the depositary may, after consultation with us, adopt such method as we may reasonably deem equitable and practicable for the purpose of effecting such distribution, including, but not limited to, the public or private sale of the securities or property thus received, or any part thereof, with the net proceeds of any such sale (net of the fees of the depositary) to be distributed by the depositary to the owners of ADRs entitled thereto as in the case of a distribution received in cash.

Whenever the depositary receives notice from us that we have declared a dividend or other distribution payable in our shares or cash at the election of each holder of our shares, or as otherwise payable if no such election is made pursuant to the terms of the relevant distribution, the depositary will mail a notice to the owners of the ADRs informing them of the distribution and stating that owners of ADRs will be entitled, subject to any applicable provisions of French law, our articles of association or the relevant terms of such distribution, to instruct the depositary as to the form in which such owner elects to receive the distribution. Upon a timely written request from an owner, the

depositary will endeavor, insofar as practicable, to make the requested election and distribute cash or shares, as the case may be, to such owners in accordance with the terms of the deposit Agreement. If the depositary does not receive timely instructions from any owner of ADRs as to such owner's election, the depositary will not make any election with respect to the shares represented by such owner's ADSs and will distribute the shares or cash it receives, if any, in respect of such shares to the relevant owner.

If the depositary determines that any distribution of property other than cash (including our shares and rights to subscribe therefor) is subject to any tax or other governmental charge which the depositary is obligated to withhold, the depositary may, by public or private sale, dispose of all or a portion of such property in such amounts and in such manner as the depositary deems necessary and practicable to pay such taxes or charges and the depositary will distribute the net proceeds of any such sale after deduction of such taxes or charges to the owners of ADRs entitled thereto in proportion to the number of ADSs held by them, respectively.

Upon any change in nominal or par value, split-up, consolidation or any other reclassification of Deposited Securities, or upon any recapitalization, reorganization, merger or consolidation or sale of assets affecting us or to which we are a party, any securities that shall be received by the depositary or custodian in exchange for, in conversion of, or in respect of Deposited Securities will be treated as new Deposited Securities under the deposit agreement, and the ADSs will thenceforth represent, in addition to the existing Deposited Securities, the right to receive the new Deposited Securities so received in exchange or conversion, unless additional ADRs are delivered pursuant to the following sentence. In any such case the depositary may, with our approval and will if we so request, execute and deliver additional ADRs as in the case of a distribution in shares, or call for the surrender of outstanding ADRs to be exchanged for new ADRs specifically describing such new Deposited Securities.

Record Dates

Whenever any cash dividend or other cash distribution becomes payable or any distribution other than cash is made, or whenever rights shall be issued with respect to the Deposited Securities, or whenever for any reason the depositary gives effect to a change in the number of our shares that are represented by each ADS, or whenever the depositary shall receive notice of any meeting of holders of shares or other Deposited Securities, or whenever the depositary shall find it necessary or convenient, the depositary will fix a record date, which shall be the same date as for the Shares or a date fixed after consultation with us and as close thereto as practicable (i) for the determination of the owners of ADRs who shall be (a) entitled to receive such dividend, distribution or rights, or the net proceeds of the sale thereof, or (b) entitled to give instructions for the exercise of voting rights at any such meeting, (ii) for fixing the date on or after which each ADS will represent the changed number of shares, all subject to the provisions of the deposit agreement or (iii) to facilitate any other matter for which the record date was set.

Voting of Deposited Securities

The procedures described herein must be followed in order for ADR holders to give voting instructions in respect of the underlying shares.

Upon receipt by the depositary of notice of any meeting of holders of shares or other Deposited Securities, the depositary shall, at our request, mail to the owners of the ADRs (i) a copy or summary in English of the notice of such meeting sent by us, (ii) a statement that such owner as of the close of business on a record date established by the depositary pursuant to the deposit agreement (which will normally be approximately five days before such meeting) will be entitled, subject to any applicable provisions of French law, our articles of association and the Deposited Securities (which provisions, if any, will be summarized in pertinent part in such statement), to instruct the depositary with regard to the exercise of the voting rights, if any, pertaining to the shares or other Deposited Securities represented by such owner's ADSs, (iii) copies or summaries in English of any materials or other documents provided by us for the purpose of enabling such owners to give instructions for the

exercise of such voting rights, and (iv) a voting instruction card setting forth the date established by the depositary for the receipt of such voting instruction card, referred to as the Receipt Date. Voting instructions may be given only in respect of a number of ADSs representing an integral number of shares. For a discussion of certain requirements relating to an ADR holder's right to vote, see Item 10 "Additional Information—Memorandum and Articles of Association—Attendance and Voting at Shareholders' Meetings" in our annual report on Form 20-F for the 2006 financial year, which is incorporated by reference in this prospectus.

Upon receipt by the depositary from an Owner of ADSs of a properly completed voting instruction card on or before the Receipt Date, the depositary will either, in its discretion (i) use reasonable efforts, insofar as practical and permitted under any applicable provisions of French law and our articles of association, to vote or cause to be voted the shares represented by such ADSs in accordance with any non-discretionary instructions set forth in such voting instruction card or (ii) forward such instructions to the custodian and the custodian will use its reasonable efforts, insofar as practical and permitted under any applicable provisions of French law and our articles of association, to vote or cause to be voted the shares represented by such ADSs in accordance with any non-discretionary instructions set forth in such voting instruction card. The depositary will only vote, or cause to be voted, or attempt to exercise the right to vote that attaches to, shares represented by ADSs in respect of which a properly completed voting instruction card has been received. The depositary will not vote, or cause to be voted, or attempt to exercise the right to vote that attaches to, shares represented by ADSs in respect of which the voting instruction card is improperly completed or in respect of which (and to the extent) the voting instructions included in the voting instruction card are illegible or unclear.

We and the depositary may modify or amend the above voting procedures or adopt additional voting procedures from time to time as we and the depositary determine may be necessary or appropriate to comply with French or United States law or our articles of association. There can be no assurance that such modifications, amendments or additional voting procedures will not limit the practical ability of owners and beneficial owners of ADRs to give voting instructions in respect of the shares represented by ADSs or will not include restrictions on the ability of owners and beneficial owners of ADRs to sell ADSs during a specified period of time prior to a shareholders' meeting.

Reports and Other Communications

The depositary will make available for inspection by owners of ADRs at its Corporate Trust Office any reports, notices and other communications, including any proxy soliciting material, received from us, which are both (a) received by the depositary, the custodian or a nominee of either as the holder or the Deposited Securities and (b) generally transmitted to the holders of Deposited Securities by us. The depositary will also, at our request, send to the owners copies of such reports, notices and communications when furnished by us pursuant to the deposit agreement, including English-language versions of our annual reports.

Amendment and Termination of the Deposit Agreement

The form of ADRs and any provisions of the deposit agreement may at any time and from time to time be amended by agreement between us and the depositary in any respect which we and the depositary may deem necessary or desirable without the consent of the owners of ADRs. However, any amendment that imposes or increases any fees or charges (other than taxes and other governmental charges, registration fees, cable, telex or facsimile transmission costs, delivery costs or other such expenses), or which otherwise prejudices any substantial existing right of ADR owners, will not take effect as to outstanding ADRs until the expiration of 30 days after notice of any amendment has been given to the owners of outstanding ADRs. Every owner of an ADR at the time any such amendment so becomes effective, will be deemed, by continuing to hold such ADR, to consent and agree to such amendment and to be bound by the deposit agreement as amended thereby. In no event will any amendment impair the right of any owner of an ADR to surrender such ADR and receive therefor the Deposited Securities represented thereby, except to comply with mandatory provisions of applicable law.

The depositary will at any time at our direction terminate the deposit agreement by mailing notice of such termination to the owners of the ADRs then outstanding 30 days prior to the date fixed in such notice for such termination. The depositary may likewise terminate the deposit agreement by mailing notice of such termination to us and the owners of all ADRs then outstanding, if any time 60 days having expired after the depositary will have delivered to us written notice of its election to resign and a successor depositary shall not have been appointed and accepted its appointment, in accordance with the terms of the deposit agreement. If any ADRs remain outstanding after the date of termination of the deposit agreement, the depositary thereafter will discontinue the registration of transfers of ADRs, will suspend the distribution of dividends to the owners thereof and will not give any further notices or perform any further acts under the deposit agreement, except the collection of dividends and other distributions pertaining to the Deposited Securities, the sale of rights and other property and the delivery of underlying shares, together with any dividends or other distributions received with respect thereto and the net proceeds of the sale of any rights or other property, in exchange for surrendered ADRs (after deducting the fees of the depositary and other expenses set forth in the deposit agreement). At any time after the expiration of one year from the date of termination, the depositary may sell the Deposited Securities then held thereunder and hold uninvested the net proceeds of such sale together with any other cash, unsegregated and without liability for interest, for the *pro rata* benefit of the owners that have not theretofore surrendered their ADRs, such owners thereupon becoming general creditors of the depositary with respect to such net proceeds. After making such a sale, the depositary will be discharged from all obligations under the deposit agreement, except to account for net proceeds and other cash (after deducting the fees of the depositary and other expenses set forth in the deposit agreement and any applicable taxes or other governmental charges).

Charges of Depositary

The depositary will charge any party depositing or withdrawing shares or any party surrendering ADRs or to whom ADRs are issued (including, without limitation, issuance pursuant to a stock dividend or stock split declared by the Company or an exchange of stock regarding the ADRs or Deposited Securities or a distribution of ADRs pursuant to the deposit agreement) where applicable; (1) taxes and other governmental charges; (2) such registration fees as may from time to time be in effect for the registration of transfers of shares generally on the share register of the Company (or any appointed agent of the Company for transfers and registration of shares) and applicable to transfers of shares to the name of the depositary or its nominee or the custodian or its nominee on the making of deposits or withdrawals; (3) such cable, telex and facsimile transmissions expenses as are expressly provided in the deposit agreement to be at the expense of persons depositing shares or owners of ADRs; (4) such expenses as are incurred by the depositary in the conversion of foreign currency pursuant to the deposit agreement; (5) a fee of $5.00 or less per 100 ADSs (or portion thereof) for the execution and delivery and for the surrender of ADRs pursuant to the deposit agreement; (6) a fee of $0.02 or less per ADS (or portion thereof) for any cash distribution pursuant to the deposit agreement; and (7) a fee for the distribution of securities other than shares under the deposit agreement, such fee being in an amount equal to the fee for the execution referred to above which would have been charged as a result of the deposit of such securities and (treating all such securities as if they were shares) if they had not been instead distributed by the depositary to owners of the ADRs.

The depositary, pursuant to the deposit agreement, may own and deal in any class of our securities and in ADRs.

Liability of Owner for Taxes

If any tax or other governmental charge shall become payable by the custodian or the depositary with respect to any ADR or any Deposited Securities represented by the ADSs evidenced by such ADR, such tax or other governmental charge will be payable by the owner of such ADR to the depositary. The depositary may refuse to effect any transfer of such ADR or any withdrawal of Deposited Securities underlying such ADR and may apply such dividends, distributions or the proceeds of any such sale to pay any such tax or other governmental charge and the owner of such ADR will remain liable for any deficiency.

Transfer of American Depositary Receipts

The ADRs are transferable on the books of the depositary, provided that the depositary may close the transfer books (when other than in the ordinary course of business in consultation with us to the extent practicable) at any time, or from time to time, when deemed expedient by it in connection with the performance of its duties or at our written request. As a condition precedent to the execution and delivery, registration of transfer, split-up, combination or surrender of any ADR, the delivery of any distribution thereon, or withdrawal of any Deposited Securities, the Company, depositary, custodian or Registrar may require payment from the person presenting the ADR or the depositor of the shares of a sum sufficient to reimburse it for any tax or other governmental charge and any stock transfer, registration or conversion fee with respect thereto (including any such tax or charge and fee with respect to shares being deposited or withdrawn) and payment of any applicable fees payable by the holders of ADRs.

The depositary may refuse to deliver ADRs, to register the transfer of any ADR or to make any distribution on, or related to, shares until it has received such proof of citizenship or residence, exchange control approval or other information as it may deem necessary or proper. The delivery, transfer, registration of transfer of outstanding ADRs and surrender of ADRs generally may be suspended or refused during any period when the transfer books of the depositary, the Company and the Registrar are closed or if any such action is deemed necessary or advisable by the depositary or the Company, at any time or from time to time subject to the provisions of the deposit agreement. Notwithstanding anything in the deposit agreement to the contrary, the surrender of outstanding ADRs and the withdrawal of Deposited Securities may not be suspended except as permitted in General Instruction I(A)(1) to Form F-6 (as such form may be amended from time to time) under the Securities Act, which currently permits suspension only in connection with (i) temporary delays caused by closing the transfer books of the depositary or the Company or the deposit of shares in connection with voting at a shareholders' meeting or the payment of dividends, (ii) the payment of fees, taxes and similar charges and (iii) compliance with any U.S. or foreign laws or governmental regulations relating to the ADRs or the withdrawal of the Deposited Securities. See "— Voting of Deposited Securities" with respect to additional transfer restrictions.

Acquisitions of ADSs

Pursuant to the terms of the deposit agreement, all notifications and approvals required pursuant to our articles of association or under French law in connection with the acquisition of shares are applicable in all respects.

General

Neither the depositary nor we, or our respective directors, employees, agents or affiliates will be liable to any owner or beneficial owner of ADRs if by reason of any provision of any present or future law or regulation of the United States, France or any other country, or of any other governmental or regulatory authority or stock exchange or by reason of any provision, present or future, of our articles of association, or by reason of any act of God or war or other circumstance beyond its or our control, the depositary or us or any of its or our directors, employees, agents or affiliates shall be prevented, delayed or forbidden from, or be subject to any civil or criminal penalty on account of, doing or performing any act or thing which by the terms of the deposit agreement or the Deposited Securities it is provided will be done or performed; nor will we or the depositary incur any liability to any owner or beneficial owner of ADRs by reason of any nonperformance or delay, caused as aforesaid, in the performance of any act or thing which by the terms of the deposit agreement it is provided will or may be done or performed, or by reason of any exercise of, or failure to exercise, any discretion provided for under the deposit agreement or our articles of association.

We and the depositary assume no obligation, nor shall either we or the depositary be subject to any liability under the deposit agreement, except that each agrees to perform their respective obligations specifically set forth therein without negligence or bad faith.

The depositary will keep books, at its Corporate Trust Office in The City of New York for the registration of transfers of ADRs, which at all reasonable times will be open for inspection by the owners of ADRs, provided that such inspection will not be for the purpose of communicating with owners in the interest of a business or object other than our business or a matter related to the deposit agreement or the ADRs.

The depositary may appoint one or more co-transfer agents for the purposes of effecting transfers, combinations and split-ups of ADRs at designated transfer offices on behalf of the depositary. In carrying out its functions, a co-transfer agent may require evidence of authority and compliance with applicable laws and other requirements by owners or persons entitled to ADRs and will be entitled to protection and indemnity to the same extent as the depositary.

Governing Law

The deposit agreement is governed by the laws of the State of New York.

PLAN OF DISTRIBUTION

HT Prostate Therapy Management Company, LLC, the selling shareholder, and any of its permitted pledgees, donees, transferees, assignees and successors-in-interest may, from time to time, sell up to 200,000 of their ordinary shares in the Company, whether in the form of shares or ADSs, on any exchange, market or trading facility on which the Securities are traded or in private transactions. These sales may be at fixed, prevailing market or negotiated prices that may vary. The selling shareholder may use any one or more of the following methods when selling Securities:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the Securities as agent;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- transactions on any national securities exchange or quotation service on which the Securities may be listed or quoted at the time, including the NASDAQ Global Market;
- in the over-the-counter market;
- privately negotiated transactions;
- short sales;
- broker-dealers may agree with the selling shareholder to sell a specified number of such Securities at a stipulated price per Security;
- through the writing of options;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

The selling shareholder has agreed not to offer the Securities pursuant to an underwritten offering without our prior consent. The selling shareholder may also sell Securities under Rule 144 under the Securities Act, if available, rather than under this prospectus. In addition, the selling shareholder may decide not to sell any of the Securities offered by it pursuant to this prospectus, and may transfer, devise or gift the Securities by other means not described in this prospectus.

The aggregate proceeds to the selling shareholder from the sale of the Securities offered by it hereby will be the purchase price of the Securities less discounts and commissions, if any. In order to comply with the securities laws of some states, if applicable, the Securities may be sold in those jurisdictions only through registered or licensed brokers or dealers.

Broker-dealers engaged by the selling shareholder may arrange for other brokers-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the selling shareholder (or, if any broker-dealer acts as agent for the purchaser of Securities, from the purchaser) in amounts to be negotiated. These commissions and discounts may be in excess of what is customary for the types of transactions involved.

The Company has advised the selling shareholder that it may not use Securities registered on the registration statement of which this prospectus is a part to cover short sales of Securities made prior to the date on which the registration statement shall have been declared effective by the SEC. In connection with the sale of the Securities, the selling shareholder may enter into hedging transactions with broker-dealers or other financial institutions, which may engage in short sales of the Securities, deliver the Securities to close out the short positions, or loan or pledge the Securities to parties that in

turn may sell the Securities. Similarly, the selling shareholder may from time to time pledge or grant a security interest in some or all of the Securities owned by it and, if it defaults in the performance of any such secured obligation, the pledgees or secured parties may offer and sell the Securities so acquired. The selling shareholder may also enter into options or short sales that require the delivery of Securities to the relevant counterparty. The selling shareholder also may transfer Securities in other circumstances, in which case the transferees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus. In each case, such Securities may be sold from time to time under this prospectus, or under an amendment or supplement to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act of 1933 amending the list of selling shareholders to include such broker-dealer, pledgee, transferee or other successor in interest as a selling shareholder under this prospectus, if necessary.

Upon the Company being notified in writing by the selling shareholder that any material agreement has been entered into with a broker-dealer for the sale of Securities through a block trade, special offering, exchange distribution or secondary distribution or a purchase by a broker or dealer, a supplement to this prospectus will be filed, if required, disclosing (i) the name of each such selling shareholder and of the participating broker-dealer(s), (ii) the number of Securities involved, (iii) the price at which such Securities were sold, (iv) the commissions paid or discounts or concessions allowed to such broker-dealers, where applicable, (v) if applicable, that such broker-dealer(s) did not conduct any investigation to verify the information set out or incorporated by reference in this prospectus, and (vi) other facts material to the transaction. In addition, upon the Company being notified in writing by the selling shareholder that a donee or pledgee intends to sell more than 500 Securities, a supplement to this prospectus will be filed if then required in accordance with applicable securities laws.

Any broker-dealers or agents that are involved in selling the Securities may be deemed to be “underwriters” within the meaning of the Securities Act in connection with such sales. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the Securities may be deemed to be underwriting commissions or discounts under the Securities Act. The selling shareholder has represented and warranted to the Company that it did not purchase the Securities with a view to, or for resale in connection with, any distribution of such Securities within the meaning of the Securities Act. The selling shareholder has further represented and warranted that it is not a broker-dealer or an affiliate of a broker-dealer.

If the selling shareholder uses this prospectus for any sale of the Securities, it will be subject to the prospectus delivery requirements of the Securities Act unless an exemption therefrom is available. The selling shareholder will be responsible for complying with the applicable provisions of the Securities Act and Exchange Act, and the rules and regulations promulgated thereunder, including, without limitation, Regulation M, as applicable to the selling shareholder in connection with resales of its respective Securities under this registration statement. Regulation M may restrict the ability of any person engaged in the distribution of the Securities to engage in market-making activities, or the covering of any short positions, with respect to the Securities, including restricting their ability to purchase the Securities or underlying shares for a period of up to five business days prior to the commencement of such distribution. The selling shareholder has acknowledged that it understands its obligations to comply with the provisions of the Exchange Act and the rules thereunder relating to stock manipulation, particularly Regulation M.

The Company is required to pay all fees and expenses incident to the registration of the Securities, but we will not receive any proceeds from the sale of the Securities. We estimate that expenses incidental to the registration of the securities, excluding any fees, commissions, discounts and concessions of broker-dealers and agents, will be approximately $29,000. In addition, discounts, concessions, commissions and similar selling expenses, if any, attributable to the sale of Securities will be borne by the selling shareholder. The Company has agreed to indemnify the selling shareholder against certain losses, claims, damages and liabilities, including liabilities under the

Securities Act and state securities laws, relating to the registration of the Securities offered by this prospectus. The selling shareholder may agree to indemnify any agent, dealer or broker-dealer that participates in transactions involving sales of the Securities against certain liabilities, including liabilities arising under the Securities Act.

Our ADSs are listed on NASDAQ under the symbol “EDAP.”

EXPENSES

The following are the estimated expenses to be incurred in connection with the distribution of the Securities registered under this registration statement, which will be paid by us. All amounts shown are estimates except the SEC registration fee. Any selling commissions, brokerage fees and any applicable transfer taxes, and fees and disbursements of counsel for the selling shareholder are payable individually by the selling shareholder.

	$
Legal fees and expenses	20,000.00
Accounting fees and expenses	10,500.00
Printing and engraving expenses	1,500.00
SEC registration fee	38.93
Total	32,038.93

ENFORCEABILITY OF CIVIL LIABILITIES

We are a *société anonyme*, or limited liability corporation, organized under the laws of the Republic of France. The majority of our directors and executive officers reside in the Republic of France. All or a substantial portion of our assets and of such persons' assets are located outside the United States. As a result, it may not be possible for investors to effect service of process within the United States upon us or such persons or to enforce, either inside or outside the United States, judgments against us or such persons obtained in U.S. courts or to enforce in U.S. courts judgments obtained against such persons in courts in jurisdictions outside the United States, in each case, in any action predicated upon the civil liability provisions of the federal securities laws of the United States. In an original action brought in France predicated solely upon the U.S. federal securities laws, French courts may not have the requisite jurisdiction to grant the remedies sought, and actions for enforcement in France of judgments of U.S. courts rendered against French persons referred to in the second sentence of this paragraph would require such French persons to waive their right under Article 15 of the French Civil Code to be sued in France only. We believe that no such French persons have waived such right with respect to actions predicated solely upon U.S. federal securities laws. In addition, actions in the United States under the U.S. federal securities laws could be affected under certain circumstances by the French law of July 16, 1980, which may preclude or restrict the obtaining of evidence in France or from French persons in connection with such actions.

LEGAL MATTERS

The validity of the ordinary shares will be passed upon by Cleary Gottlieb Steen and Hamilton LLP, 12, rue de Tilsitt, 75008 Paris, France, our French counsel.

EXPERTS

The consolidated financial statements of EDAP TMS S.A. incorporated in this prospectus by reference from our annual report on Form 20-F for the year ended December 31, 2006 have been audited by Ernst & Young, Tour du Crédit Lyonnais, 129 Rue Servient, 69326 Lyon Cedex 03, France, an independent registered public accounting firm, as stated in their report, which is incorporated herein by reference, and have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

PART II

INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 8. ***Indemnification of Directors and Officers***

The French Commercial Code prohibits provisions of articles of association (*statuts*) that limit the liability of directors or officers. However, directors and officers' insurance is customary in France and commentaries suggest that companies may indemnify their directors and officers against liability they can be exposed to as a result of their duties, provided that such insurance or indemnity may not apply in the case of gross negligence (*faute lourde*) or willful misconduct (*faute intentionnelle*).

We maintain liability insurance for our directors and officers, including insurance against liabilities under the U.S. Securities Act of 1933, as amended.

Item 9. ***Exhibits***

	Description
5	Opinion of Cleary Gottlieb Steen & Hamilton LLP, French counsel to the registrant.
23.1	Consent of Ernst & Young.
23.2	Consent of Cleary Gottlieb Steen & Hamilton LLP (included in 5 above).
24	Powers of attorney (included in the signature pages herein).
99.1	Agreement and Release dated as of April 3, 2007, among HT Prostate Therapy Management Company, LLC, HealthTronics, Inc., EDAP TMS S.A., EDAP S.A. and Technomed Medical Systems S.A.
99.2	Letter Agreement dated July 9, 2007, between EDAP TMS S.A., EDAP S.A., Technomed Medical Systems S.A., HT Prostate Therapy Management Company, LLC and HealthTronics, Inc.
99.3	Registration Rights Agreement dated as of April 3, 2007, between HT Prostate Therapy Management Company, LLC and EDAP TMS S.A.

Item 10. ***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 this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(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 (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) do not apply if the information required to be included in a post-effective amendment by those paragraphs 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 Securities Exchange Act of 1934 that are incorporated by reference in the registration statement or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of this registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, 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.

(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.

(4) To file a post-effective amendment to the registration statement to include any financial statements required by Item 8.A. of Form 20-F at the start of any delayed offering or throughout a continuous offering. Financial statements and information otherwise required by Section 10(a)(3) of the Act need not be furnished, *provided*, that the registrant includes in the prospectus, by means of a post-effective amendment, financial statements required pursuant to this paragraph (a)(4) and other information necessary to ensure that all other information in the prospectus is at least as current as the date of those financial statements. Notwithstanding the foregoing, with respect to the registration statement, a post-effective amendment need not be filed to include financial statements and information required by Section 10(a)(3) of the Act or Item 8.A. of Form 20-F if such financial statements and information are contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(5) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. *Provided*, *however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(6) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in 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.

(b) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the 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 of whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, EDAP TMS S.A. certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Vaulx en Velin, France, on July 16, 2007.

EDAP TMS SA

By: /s/ MARC OCZACHOWSKI
Name: *Marc Oczachowski*
Title: *Chief Executive Officer*

By: /s/ ERIC SOYER
Name: *Eric Soyer*
Title: *Chief Financial Officer*

KNOW ALL MEN BY THESE PRESENTS that each person whose signature appears below severally constitutes and appoints Philippe Chauveau and Marc Oczachowski (with full power to each of them to act alone), his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities to do any and all things and execute any and all instruments that such attorney may deem necessary or advisable under the Securities Act of 1933, as amended (the "Securities Act"), and any rules, regulations and requirements of the Securities and Exchange Commission (the "Commission") in connection with the registration under the Securities Act of the securities of the Company and any securities or Blue Sky law of any of the states of the United States of America in order to effect the registration or qualification (or exemption therefrom) of the said securities for issue, offer, sale or trade under the Blue Sky or other securities laws of any of such states and in connection therewith to execute, acknowledge, verify, deliver, file and cause to be published applications, reports, consents to service of process, appointments of attorneys to receive service of process and other papers and instruments which may be required under such laws, including specifically, but without limiting the generality of the foregoing, the power and authority to sign his name in his capacity as an Officer, Director or Authorized Representative in the United States of America or in any other capacity with respect to this registration statement and any registration statement in respect of securities of the Company that is to be effective upon filing pursuant to Rule 462(b) (collectively, the "Registration Statement") and/or such other form or forms as may be appropriate to be filed with the Commission or under or in connection with any Blue Sky laws or other securities laws of any state of the United States of America or with such other regulatory bodies and agencies as any of them may deem appropriate in respect of the securities of the Company, and with respect to any and all amendments, including post-effective amendments, to this Registration Statement and to any and all instruments and documents filed as part of or in connection with this Registration Statement.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on July 16, 2007.

By:	/s/ PHILIPPE CHAUVEAU	By:	/s/ MARC OCZACHOWSKI
Name:	Philippe Chauveau	Name:	Marc Oczachowski
Title:	Chairman of the Board of Directors	Title:	Chief Executive Officer (Principal Executive Officer)
By:	/s/ ERIC SOYER	By:	/s/ PIERRE BEYSSON
Name:	Eric Soyer	Name:	Pierre Beysson
Title:	Chief Financial Officer (Principal Financial and Accounting Officer)	Title:	Director
By:	/s/ HUGUES DE BANTEL	By:	/s/ LEE SANDERSON
Name:	Hugues de Bantel	Name:	Lee Sanderson
Title:	Director	Title:	Authorized Representative in the United States of America

EXHIBIT INDEX

	Description
5	Opinion of Cleary Gottlieb Steen & Hamilton LLP, French counsel to the registrant.
23.1	Consent of Ernst & Young.
23.2	Consent of Cleary Gottlieb Steen & Hamilton LLP (included in 5 above).
24	Powers of attorney (included in the signature pages herein).
99.1	Agreement and Release dated as of April 3, 2007, among HT Prostate Therapy Management Company, LLC, HealthTronics, Inc., EDAP TMS S.A., EDAP S.A. and Technomed Medical Systems S.A.
99.2	Letter Agreement dated July 9, 2007, between EDAP TMS S.A., EDAP S.A., Technomed Medical Systems S.A., HT Prostate Therapy Management Company, LLC and HealthTronics, Inc.
99.3	Registration Rights Agreement dated as of April 3, 2007, between HT Prostate Therapy Management Company, LLC and EDAP TMS S.A.

July 16, 2007

The Board of Directors
of EDAP TMS S.A.
Parc d'activité La Poudrette Lamartine
4, rue du Dauphiné
69120 Vaulx-en-Velin, France

Ladies and Gentlemen:

We are acting as special French counsel for EDAP TMS S.A., a French *société anonyme* (the "Company"), in connection with the preparation and filing of the Registration Statement on Form F-3 (the "Registration Statement") being filed with the Securities and Exchange Commission (the "Commission") under the U.S. Securities Act of 1933, as amended, relating to the sale from time to time by the selling shareholder named therein (the “Selling Shareholder”) of up to 200,000 of the Company’s ordinary shares, nominal value of € 0.13 per share (the “Shares”), in the form of ordinary shares or American depositary shares, which Shares were issued by the Company following the exercise of 200,000 warrants by the Selling Shareholder.

We are familiar with the corporate proceedings of the Company to date with respect to the issuance of ordinary shares, including resolutions of extraordinary general shareholders’ meetings of the Company authorizing and deciding the issuance of warrants and of the board of directors of the Company deciding the allocation of warrants and acknowledging and recording the issuance of ordinary shares following the exercise of such warrants, and we have examined such corporate records of the Company and such other documents and certificates as we have deemed necessary as a basis for the opinions hereinafter expressed, and in particular, we have examined the warrant exercise form executed by the Selling Shareholder, a certified copy of the board of directors’ resolution and a certified copy of the share registry of the Company evidencing the capital increase.

We express no opinion as to any laws other than the laws of France and this opinion is to be construed under French law and is subject to the jurisdiction of the French courts.

Based on the foregoing, and having regard for such legal considerations as we have deemed relevant, we are of the opinion that:

1. The Company is a validly existing *société anonyme* under the laws of France.

2. The Shares issued by the Company following the exercise of the 200,000 warrants were validly issued and fully paid-up.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to use of our name under the heading "Legal Matters" in the prospectus contained therein. In giving such consent we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended or the rules and regulations of the Commission thereunder.

Very truly yours,

CLEARY GOTTLIEB STEEN & HAMILTON LLP

By /s/ FABRICE BAUMGARTNER
Fabrice Baumgartner, a Partner

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the heading "Experts" in the Registration Statement (Form F-3) dated July 16, 2007 and the related prospectus of EDAP TMS S.A. (the “Company”) for the registration of 200,000 ordinary shares of the Company's common stock and to the incorporation by reference therein of our report dated March 30, 2007, with respect to the consolidated financial statements of the Company and its subsidiaries included in the Company's Annual Report (Form 20-F) for the year ended December 31, 2006, filed with the Securities and Exchange Commission.

ERNST & YOUNG Audit

/s/ LAURENT CHAPOULAUD

Represented by
Laurent Chapoulaud

Lyon, France
July 16, 2007

AGREEMENT AND RELEASE

This Agreement and Release (this "***Agreement***"), dated as of April 3, 2007, is by and among HT Prostate Therapy Management Company, LLC, a Delaware limited liability company ("***HT Prostate***"), HealthTronics, Inc., a Georgia corporation ("***HealthTronics***"), EDAP TMS S.A., a French société anonyme ("***Parent Corporation***"), EDAP S.A., a French société anonyme ("***HIFU Subsidiary***"), and Technomed Medical Systems S.A., a French société anonyme ("***Manufacturing Subsidiary***" and, collectively with Parent Corporation and HIFU Subsidiary, the "***EDAP Parties***"). Capitalized terms used but not defined herein shall have the meanings given them in the Distribution Agreement (as defined below).

BACKGROUND

HT Prostate is a wholly-owned subsidiary of HealthTronics; HT Prostate and HealthTronics are collectively called "***HT Prostate Parties***".

HT Prostate and the EDAP Parties previously entered into that certain Distribution Agreement dated February 25, 2004, as amended by that certain Amendment No. 1 to the Distribution Agreement, dated as of December 23, 2004, and that certain Agreement and Amendment No. 2 of the Distribution Agreement, dated December 29, 2005 (as amended, the "***Distribution Agreement***");

In accordance with the terms of the Distribution Agreement, HT Prostate agreed to provide certain services to the EDAP Parties towards the goal of obtaining United States Food and Drug Administration ("***FDA***") approval to market a medical device that utilizes High Intensity Focused Ultrasound ("***HIFU***") to provide minimally invasive treatment of prostate cancer (such medical device, the "***Ablatherm***");

The EDAP Parties granted HT Prostate (i) the exclusive distribution rights to market the Ablatherm in the United States of America and (ii) warrants, issued on January 28, 2005, to purchase one million (1,000,000) ordinary shares of the Parent Corporation at a price of U.S. $1.50 per share (the "***Warrants***");

On December 29, 2005, both Parties amended the Distribution Agreement to cancel the Category E and F Warrants;

HT Prostate, Parent Corporation, and Caceis Corporate Trust (as successor to Euro Emetteurs Finance) ("***Caceis***") entered into that certain Escrow Agreement, dated as of January 25, 2005, as amended by Amendment #1 thereto, dated December 30, 2005 (as amended, the "***Escrow Agreement***"), to govern the terms of the Warrants;

HT Prostate and the EDAP Parties desire (i) to terminate the Distribution Agreement effective immediately, (ii) to terminate the Escrow Agreement effective as soon as practicable, (iii) for HT Prostate to exercise Warrants covering 200,000 ordinary shares of the Parent Corporation (the "***Shares***") and pay Parent Corporation U.S.$300,000 as the purchase price

therefor, (iv) for HT Prostate to receive 200,000 restricted American Depositary Shares (the "***Restricted ADSs***"), each representing one ordinary share of the Parent Corporation, as a result of the conversion of the Shares into ADSs, (v) to cancel the remaining Warrants (the "***Remaining Warrants***"), (vi) that the Parent Corporation register the resale of the Shares represented by the Restricted ADS, either in the form of Shares or in the form of American Depositary Shares ("***ADSs***") evidenced by American Depositary Receipts ("***ADRs***") that do not include restrictive legends pursuant to a registration statement filed with and declared effective by the United States Securities and Exchange Commission (the "***SEC***"), (vii) for the HT Prostate Parties to compensate the EDAP Parties for termination of the Distribution Agreement by paying the Parent Corporation the amounts set forth in Section 2.4, and (viii) that the HT Prostate Parties will provide certain transition services to the EDAP Parties in connection with the Investigational Device Exemption ("***IDE***") with the FDA and the ongoing clinical study (the "***Study***") being conducted in the United States in respect of the Ablatherm device under the IDE.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good, valuable and binding consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

I. TERMINATION OF DISTRIBUTION AGREEMENT AND ESCROW AGREEMENT.

1.1 The parties hereby terminate the Distribution Agreement and agree that all respective obligations of the parties under the Distribution Agreement are hereby forever discharged.

1.2 On the date hereof, HT Prostate and Parent Corporation shall execute and deliver to the other an agreement to terminate the Escrow Agreement, the form of which agreement is attached hereto as Exhibit A (the "***Escrow Termination Agreement***"). Parent Corporation shall cause Caceis to execute and deliver to HT Prostate and Parent Corporation the Escrow Termination Agreement as soon as practicable on or after the date hereof.

II. EXERCISE OF WARRANTS; REGISTRATION RIGHTS; PAYMENT; RETURN OF DEVICES.

2.1 On the Business Day (as such term is defined in the Registration Rights Agreement (as defined below)) immediately following the date hereof, HT Prostate shall (i) exercise Warrants covering the Shares effective as of the second Business Day after the date hereof (the "***Effective Date***") and (ii) pay to Parent Corporation U.S.$300,000 (the "***Purchase Price***") by wire transfer of immediately available funds in accordance with wire transfer instructions given by Parent Corporation in writing to HT Prostate (such wire to be received by the second Business Day after the date hereof). Parent Corporation shall execute a receipt acknowledging its receipt of the Purchase Price immediately following such receipt.

2.2 On the Effective Date (provided Parent Corporation has received the Purchase Price by such date), the Board of Directors of Parent Corporation shall, and Parent Corporation shall cause its Board of Directors to, hold a duly convened meeting (the "***Meeting***") of such Board of Directors to take note of the exercise of the Warrants and to acknowledge and record the subsequent issuance of the Shares. As soon as practicable following the Meeting, but in no event later than the third Business Day after the Business Day on which the Purchase Price was received by Parent Corporation, Parent Corporation shall cause Caceis (i) to issue the Shares registered in the name of HT Prostate, and (ii) on behalf of HT Prostate, cause the re-registration of such Shares in the name of The Bank of New York and transfer such Shares for deposit into the account designated by The Bank of New York, as depositary (the "***Depositary***") under the Deposit Agreement dated as of July 31, 1997 (the "***Deposit Agreement***") among the Parent Corporation, the Depositary and the owners and beneficial owners of ADRs from time to time. On the date of such transfer, the EDAP Parties shall instruct the Depositary to promptly deliver to HT Prostate by overnight delivery at the address set forth beneath its signature to this Agreement the Restricted ADSs evidenced by restricted American Depositary Receipts (the "***Restricted ADRs***") that include the legend set forth in Section 5.2 hereof. The EDAP Parties shall use their reasonably best efforts to cause the Depositary to deliver the Restricted ADRs to HT Prostate within three Business Days of such transfer.

2.3 On the date hereof, Parent Corporation and HT Prostate shall execute and deliver to the other a Registration Rights Agreement, the form of which is attached hereto as Exhibit B (the ***"Registration Rights Agreement***").

2.4 During the period beginning on the date the SEC declares the Registration Statement effective and ending on the sixtieth (60^{th}) day following such date (or if there exists any Tolling Event (as defined in the Registration Rights Agreement) during such sixty-day period, such sixty-day period shall be tolled during the continuation of such Tolling Event and the days during the continuation of such Tolling Event shall be excluded when calculating the number of days in the sixty-day period) (such period, the "***Resale Period***"), HT Prostate shall use its reasonably best efforts to resell the Shares in accordance with a Registration Statement (as defined in the Registration Rights Agreement). Within five (5) days following the earlier of (the "***Expiration Date***") (a) the expiration of the Resale Period and (b) the resale by HT Prostate of all of the Shares in accordance with the Registration Statement, HT Prostate Parties shall pay to Parent Corporation an amount equal to (x) $600,000, plus (y) the amount of Excess Proceeds (as defined below) as of the Expiration Date, by wire transfer of immediately available funds in accordance with wire transfer instructions given by Parent Corporation in writing to HT Prostate. For purposes of this Section 2.4, "***Excess Proceeds***" shall mean an amount equal to (i) the aggregate net proceeds received by HT Prostate from sales of the Shares during the relevant period (net of brokers' commissions and other out-of-pocket expenses incurred in connection with such sales), less (ii) an amount equal to the number of Shares sold in such sales multiplied by $7.00. If HT Prostate has not resold all of the Shares by the Expiration Date, then HT Prostate shall use its reasonably best efforts to resell the

Shares in accordance with a Registration Statement following the Expiration Date. With respect to each fifteen-day period following the Expiration Date, HT Prostate shall, promptly following the end of such fifteen-day period, pay to Parent Corporation any Excess Proceeds received by HT Prostate for sales of Shares during such fifteen-day period. Any sale of Shares by any HT Prostate Party, whether made under a Registration Statement, Rule 144 under the Securities Act or otherwise, shall be included in the calculation of Excess Proceeds pursuant to this Section 2.4. The HT Prostate Parties shall provide support documentation reasonably requested by the EDAP Parties to evidence such sales.

2.5 Promptly after the date hereof and after delivery of the written notice of location described below, the HT Prostate Parties shall deliver or cause to be delivered, at their expense and free of any lien, pledge, charge, claim, encumbrance, security interest, option, mortgage, challenge to use, license or other restriction or third party right of any kind created or caused by an HT Prostate Party or any of their affiliates (other than those consented to by an EDAP Party) (each, an "***Encumbrance***"), the six (6) lithotripters, together with the associated spare parts, tools, accessories and disposables, described in Exhibit C hereto (the "***European Devices***") to Parent Corporation at such location as Parent Corporation determines, written notice of which location shall be delivered to HT Prostate by Parent Corporation. Delivery of the European Devices shall be by air freight. Risk of loss or damage to the European Devices shall pass to the EDAP Parties upon delivery of the European Devices to the transportation company DDP (INCOTERMS 2000).

2.6 Promptly after the date hereof, the HT Prostate Parties shall assign, transfer, convey and deliver to Parent Corporation, free and clear of all Encumbrances, all of their right, title and interest to the transportation robots (including Intellectual Property Rights therein) related to the Ablatherm device referenced in Section 2.5 hereof (the "***Ablatherm Robots***"), and to effect any necessary registration of the transfer of title to such robots with the appropriate authorities. The Ablatherm Robots will be delivered to Parent Corporation at HealthTronics' facility located at 110 Reservation Road, Aberdeen, NC 28315 on April 10, 2007. Risk of loss or damage to the Ablatherm Robots shall pass to the EDAP Parties upon delivery of the Ablatherm Robots to Parent Corporation.

2.7 Promptly after the date hereof, the HT Prostate Parties shall deliver or cause to be delivered, at their expense, free and clear of all Encumbrances, the three (3) Ablatherm devices, together with associated spare parts, tools, accessories and disposables, described in Exhibit C hereto (the "***U.S. Devices,***" and together with the European Devices and the Ablatherm Robots, the "***Devices***"), to Parent Corporation. The U.S. devices will be delivered to Parent Corporation at HealthTronics' facility located at 110 Reservation Road, Aberdeen, NC 28315 on April 10, 2007. Risk of loss or damage to the U.S. Devices shall pass to the EDAP Parties upon delivery of the U.S. Devices to Parent Corporation.

III. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

3.1 The HT Prostate Parties hereby acknowledge and agree that all rights of the HT Prostate Parties in the Intellectual Property Rights created by any party to this Agreement in connection with the Study, or contributed by any party to this Agreement exclusively in connection with the Study, during the term of the Distribution Agreement shall vest exclusively in the EDAP Parties. In this Agreement, "***Intellectual Property Rights***" means all intellectual property rights at any time protected by statute or common law, in any jurisdiction, including but not limited to: inventions (whether or not patentable), patents, copyright, design rights, trademarks, rights in databases, rights in know-how, and other confidential information and trade secrets; and any application or right to apply for any of the foregoing.

3.2 Each HT Prostate Party hereby covenants and agrees that it shall, and procure that its affiliates shall, transfer all Confidential Information and related Intellectual Property Rights, and any embodiment thereof, whether tangible or intangible and on whatever media, referred to in Section 3.1 above and owned by an EDAP Party, to the Parent Corporation, or such third party as the Parent Corporation may designate in writing, within thirty (30) days of the date of this Agreement; provided, that (a) to the extent the consent of a third party is required for such transfer, such transfer shall not be completed until receipt of such consent by HT Prostate, and (b) to the extent Confidential Information of an EDAP Party is contained in any notes, analyses or other documents prepared by an HT Prostate Party, HT Prostate may destroy such documents (unless such documents represent the only documentation of particular Intellectual Property Rights of an EDAP Party and the EDAP Parties do not otherwise have documentation of such Intellectual Property Rights).

3.3 Each HT Prostate Party hereby covenants and agrees that it shall not use, or procure the use of, any or all of the Confidential Information of the EDAP Parties and Intellectual Property Rights referred to in Section 3.1 above, in any way from the date of this Agreement, including without limitation, any use in relation to obtaining a Pre-Market Approval from the FDA ("***PMA***") or any full approval of the IDE, or its equivalent in any jurisdiction, including without limitation, the United States of America.

IV. TRANSITION SERVICES.

4.1 The HT Prostate Parties shall use their reasonably best efforts to transition HT Prostate's responsibilities as sponsor of the IDE and Study to an EDAP Party or a third party designated by the EDAP Parties and reasonably cooperate therewith. The HT Prostate Parties' transition services and related cooperation shall be, without prejudice to Section 3 above, limited to (a) officially transfer the IDE Study to EDAP, (b) coordination with the current contract research organization ("***CRO***") for the Study in respect of the EDAP Parties' engagement of the CRO, (c) coordination with Parent Corporation and the CRO to file the appropriate notice(s) with the FDA to reflect that HT

Prostate is no longer the sponsor of the IDE or Study, and (d) coordination with those investigation sites that as of the date hereof are parties to clinical study agreements (and related agreements) in respect of the Study to assign HealthTronics' rights and obligations under such agreements to Parent Corporation.

4.2 Each of the parties shall bear its own costs and expenses in complying with the terms of Section 4.1.

4.3 If the amount of out-of-pocket costs and expenses incurred by HT Prostate, HealthTronics and/or their affiliates paid to third parties in connection with the transition of the Study (and related transition matters), including but not limited to costs to ship the equipment and documents contemplated herein and such other equipment and documents reasonably requested by the EDAP Parties and costs (including legal fees and expenses) incurred in connection with the transition services described in Section 4.1, but excluding costs (including legal fees and expenses) incurred in connection with the preparation and negotiation of this Agreement and the Registration Rights Agreement and the registration of the Shares and ADSs pursuant to the Registration Rights Agreement, is less than $50,000 (the excess of $50,000 over such amount, the "***Cap***"), then HT Prostate agrees to promptly reimburse the EDAP Parties for out-of-pocket transition costs incurred by them, provided, that (a) the EDAP Parties provide support documentation reasonably requested by HT Prostate to evidence the incurrence of such costs and (b) the amount of such reimbursement shall not exceed the amount of the Cap.

V. REPRESENTATIONS AND WARRANTIES OF THE HT PROSTATE PARTIES.

The HT Prostate Parties hereby represent and warrant to the EDAP Parties as follows:

5.1 Each HT Prostate Party has the power and authority to execute and deliver this Agreement, the Escrow Termination Agreement and the Registration Rights Agreement (such agreements, collectively, the "***Transaction Agreements***") and to perform and consummate the transactions contemplated by the Transaction Agreements. Each HT Prostate Party has taken all action necessary to authorize its execution and delivery of the Transaction Agreements, the performance of its obligations thereunder, and its consummation of the transactions contemplated thereby. The Transaction Agreements have been duly authorized, executed and delivered by each HT Prostate Party and, assuming the due authorization, execution and delivery by the other parties thereto, the Transaction Agreements are enforceable against the HT Prostate Party in accordance with their terms.

5.2 HT Prostate is an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the "***Securities Act***"), that is acquiring the Shares and the Restricted ADSs for investment purposes only, for HT Prostate's own account, and not with a view to, or for resale in connection with, any distribution thereof within the meaning of the Securities Act; provided, that HT Prostate may convert the Shares and resell the ADSs as contemplated herein pursuant to a Registration Statement (as defined

in the Registration Rights Agreement) or otherwise in compliance with applicable securities laws. HT Prostate acknowledges that the Restricted ADR will bear the following restrictive legend:

> THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS OR BLUE SKY LAWS. THIS LEGEND MAY NOT BE REMOVED AND THIS AMERICAN DEPOSITARY RECEIPT MAY NOT BE SURRENDERED FOR WITHDRAWAL OF THE SHARES UNDERLYING SUCH RECEIPT OR ISSUANCE OF A NEW AMERICAN DEPOSITARY RECEIPT NOT BEARING THIS LEGEND UNLESS, UPON SUCH WITHDRAWAL OR ISSUANCE, SUCH SHARES AND ANY RELATED AMERICAN DEPOSITARY SHARES (1) ARE REGISTERED FOR RESALE UNDER THE SECURITIES ACT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR (2) ARE BEING SOLD OR TRANSFERRED PURSUANT TO RULE 144 (ASSUMING THE TRANSFEROR IS NOT AN AFFILIATE OF THE COMPANY) OR (3) ARE ELIGIBLE FOR SALE UNDER RULE 144(k) AND THE DEPOSIT OF SUCH SHARES IN AN UNRESTRICTED DEPOSITARY FACILITY AND THE SALE OF ANY RELATED AMERICAN DEPOSITARY SHARES BY THAT PERSON ARE NOT OTHERWISE RESTRICTED UNDER THE SECURITIES ACT OF 1933, AS EVIDENCED BY A LEGAL OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY AND THE DEPOSITARY.

5.3 HT Prostate has good and marketable title to the Devices, free and clear of all liens, security interests and other encumbrances. As of the date hereof, to the knowledge of the HT Prostate Parties, the Devices are in good working condition, ordinary wear and tear excepted. EXCEPT AS SET FORTH IN THE PRIOR TWO SENTENCES, THE DEVICES ARE PROVIDED "AS IS" AND HT PROSTATE MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE DEVICES, INCLUDING WITHOUT LIMITATION ANY STATUTORY OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

VI. REPRESENTATIONS AND WARRANTIES OF THE EDAP PARTIES.

The EDAP Parties represent and warrant to HT Prostate and HealthTronics as follows:

6.1 Each EDAP Party has the power and authority to execute and deliver the Transaction Agreements and to perform and consummate the transactions contemplated thereby. Each EDAP Party has taken all action necessary to authorize its execution and delivery of the Transaction Agreements, the performance of its obligations thereunder, and its consummation of the transactions contemplated thereby. The Transaction Agreements have been duly authorized, executed and delivered by each EDAP Party and, assuming the due authorization, execution and delivery by the other parties thereto, the Transaction Agreements are enforceable against each EDAP Party in accordance with their terms.

6.2 The Shares issued by Parent Corporation to HT Prostate pursuant to Section 2.1 are duly authorized, validly issued, fully paid, and nonassessable and free and clear of any liens, options, claims, charges, pledges, security interests, voting restrictions, or other encumbrances of any kind other than restrictions created pursuant to applicable securities laws. Upon due issuance by the Depositary of Restricted ADRs evidencing Restricted ADSs against the deposit of Shares in respect thereof in accordance with the provisions of the Deposit Agreement and the instruction letter to be delivered by the Parent Corporation to the Depositary, such Restricted ADRs evidencing Restricted ADSs will be duly and validly issued and the persons in whose names the Restricted ADRs evidencing Restricted ADSs are registered will be entitled to the rights specified therein and in the Deposit Agreement.

VII. OTHER COVENANTS.

7.1 Non-Disparagement Covenant. Each of the HT Prostate Parties and the EDAP Parties hereby covenants and agrees that it shall, at all times hereafter, refrain from making or implying any derogatory or negative references, statements or allusions concerning (a) the other party, (b) any officer, agent, employee or affiliate of the other party, or (c) the business or business practices of any of the foregoing. For purposes of this Article VII, each of the HT Prostate Parties, on the one hand, and the EDAP Parties, on the other, will be referred to as a "party".

7.2 Non-disclosure of Confidential Information. For purposes of this Agreement, the term ***"Confidential Information"*** means this Agreement, the terms of any of the foregoing, and all confidential information, ideas, trade secrets, procedures, methods, systems, concepts, technology, program code, source code, user interfaces, displays, file layouts, algorithms, inventions, technical know-how improvements, data, files, information relating to suppliers and customer identities and lists, records, business and marketing plans, user, training and operational manuals, printed collateral documentation and all similar information and other proprietary property of the parties, whether disclosed orally or in writing or in electronic form, or by any other media.

Each party recognizes and acknowledges that it had in the past, currently has, and in the future may possibly have access to Confidential Information of the other party and that

such information is valuable, special and unique. Each party agrees that it will not disclose or itself use, directly or indirectly, Confidential Information of the other party to any person, firm, company, association or other entity (except for the disclosing party's directors, officers, employees and representatives on a need-to-know basis) for any purpose or reason whatsoever, unless (i) such information becomes available to or known by the public generally through no fault of such party, (ii) disclosure is required by law or the final order of any governmental authority, including subpoena, or is required under the Securities Act or the Securities Exchange Act of 1934, as amended, or the rules promulgated under either such Act, (iii) a party determines such disclosure is reasonably necessary to carry out its responsibilities hereunder, (iv) a party determines that disclosure is reasonably necessary to enforce such party's ri ghts hereunder, or (v) the other party consents in writing to such disclosure; provided, that prior to disclosing any information pursuant to clause (ii), such party shall, if possible, give prior written notice thereof to the other party, and provide the other party with the opportunity to contest such disclosure. In the event of a breach or threatened breach by a party of the provisions of this Section, the other party is entitled to an injunction restraining such party from disclosing, in whole or in part, such Confidential Information. Nothing contained herein may be construed as prohibiting either party from pursuing any other available remedy for such breach or threatened breach, including the recovery of damages.

VIII. RELEASE BY THE HT PROSTATE PARTIES.

8.1 Released Parties. The parties being released by the HT Prostate Parties by virtue of this Agreement, all of whom are collectively referred to herein as the ***"EDAP Released Parties,"*** are each of the EDAP Parties, their affiliates, and their respective principals, shareholders, partners, members, directors, managers, officers, agents, employees, spouses, children, servants, insurers, administrators and other fiduciaries, parent companies, affiliated entities, subsidiaries, successors and assigns, and each of them, individually and collectively.

8.2 Release by HT Prostate. The HT Prostate Parties hereby release and discharge the EDAP Released Parties (the ***"Release by the HT Prostate Parties"***), individually and collectively, of and from any and all claims, causes of action, suits, debts, contracts, agreements, promises, liability, demands, damages, and other expenses of any nature whatsoever, at law or in equity, known or unknown, fixed or contingent, contemplated or uncontemplated, whether asserted or assertable, arising out of any matter whatsoever which has occurred from the beginning of time up through and including the date hereof, except for such claims, causes of action, suits, debts, contracts, agreements, promises, liability, demands, damages, and other expenses for which indemnity may be sought by any HT Prostate Party under Section X hereof. Without limiting the generality of the foregoing, but except as aforesaid, each HT Prostate Party hereby acknowledges and agrees that the Release by the HT Prostate Parties is intended to waive and discharge any and all actions, claims, demands and causes of action arising out of or in any way related to its prior business dealings with any EDAP Released Party, including but not limited to

any claims under the Distribution Agreement and any claims related to acts or omissions of any EDAP Party and/or any of its affiliates or employees in connection with the Distribution Agreement, and any acts or omissions of any EDAP Party and/or any of its affiliates or employees in connection with the IDE or the Study. But the foregoing provisions do not, and should not be construed so as to, alter, amend or negate the enforceability of this Agreement.

8.3 Construction. The Release by the HT Prostate Parties is intended to be and should be construed as a general, complete and final waiver and release of all claims except those arising under this Agreement. The Release by the HT Prostate Parties is being made and executed by the HT Prostate Parties individually and on behalf of its heirs, successors, assigns, agents, all persons and entities subrogated to its rights or to whom its rights are secondary or derivative, and all other persons and entities on behalf of whom it is authorized to act.

8.4 Remaining Warrants. The Remaining Warrants are hereby cancelled, terminated, and of no further force and effect.

IX. RELEASE BY EDAP.

9.1 Released Parties. The parties being released by the EDAP Parties by virtue of this Agreement, all of whom are collectively referred to herein as the ***"HT Prostate Released Parties,"*** are HT Prostate, HealthTronics, their affiliates, and their respective principals, shareholders, partners, members, directors, managers, officers, agents, employees, spouses, children, servants, insurers, administrators and other fiduciaries, parent companies, affiliated entities, subsidiaries, successors and assigns, and each of them, individually and collectively.

9.2 Release by EDAP. Each of the EDAP Parties hereby releases and discharges the HT Prostate Released Parties (the ***"Release by EDAP"***), individually and collectively, of and from any and all claims, causes of action, suits, debts, contracts, agreements, promises, liability, demands, damages, and other expenses of any nature whatsoever, at law or in equity, known or unknown, fixed or contingent, contemplated or uncontemplated, whether asserted or assertable, arising out of any matter whatsoever which has occurred from the beginning of time up through and including the date hereof, except for such claims, causes of action, suits, debts, contracts, agreements, promises, liability, demands, and other expenses for which indemnity may be sought by any EDAP Party under Section X hereof. Without limiting the generality of the foregoing, but except as aforesaid, each of the EDAP Parties hereby acknowledges and agrees that the Release by EDAP is intended to waive and discharge any and all actions, claims, demands and causes of action arising out of or in any way related to its prior business dealings with any HT Prostate Released Party, including but not limited to any claims under the Distribution Agreement and any claims related to acts or omissions of HT Prostate, HealthTronics and/or any of their affiliates or employees in connection with the

Distribution Agreement, and any acts or omissions of HT Prostate, HealthTronics and/or any of its affiliates or employees in connection with the IDE or the Study. But the foregoing provisions do not, and should not be construed so as to, alter, amend or negate the enforceability of this Agreement.

9.3 Construction. The Release by EDAP is intended to be and should be construed as a general, complete and final waiver and release of all claims except those arising under this Agreement. The Release by EDAP is being made and executed by each of the EDAP Parties individually and on behalf of its heirs, successors, assigns, agents, all persons and entities subrogated to its rights or to whom its rights are secondary or derivative, and all other persons and entities on behalf of whom it is authorized to act.

X. INDEMNIFICATION.

10.1 Each of the EDAP Parties hereby agrees that it shall indemnify, hold harmless and defend HT Prostate, HealthTronics, each of their affiliates, and each of their respective directors, managers, officers, partners, members, employees and agents and successors and assigns (all of the foregoing, collectively, the "***HT Indemnified Parties***" or, individually, an "***HT Indemnified Party***"), from and against any and all claims, demands, proceedings, losses, damages, obligations, liabilities, deficiencies, costs and expenses (including all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement) ("***Losses***") that arise from or are in connection with: (i) any breach by any EDAP Party of any of its respective covenants or agreements contained in this Agreement; (ii) any personal injuries, deaths or property damage related to treatments by or use of the Ablatherm device after the date hereof; (iii) the conduct of the Study after the date hereof; and (iv) any claims by any of the eight patients treated in the Study prior to the date hereof for personal injuries or property damage related to treatments by or use of the Ablatherm device in connection with the Study, which such injuries or damage occurred prior to the date hereof, if such injuries or damages were caused by actions or omissions by any EDAP Party, any of their affiliates, or any of their or their affiliates' directors, officers, employees, representatives, or other persons acting on their behalf, provided that the liability under the indemnification obligations under this Section 10.1(iv) shall not exceed $100,000.

10.2 Each of the HT Prostate Parties hereby agrees that it shall indemnify, hold harmless and defend each EDAP Party and each of their respective directors, managers, officers, partners, members, employees and agents and successors and assigns (all of the foregoing, collectively, the "***EDAP Indemnified Parties***" or, individually, an "***EDAP Indemnified Party***"), from and against any and all Losses that arise from or are in connection with: (i) any breach by HT Prostate Parties of any of its covenants or agreements contained in this Agreement and (ii) claims by any of the eight patients treated in the Study prior to the date hereof for personal injuries or property damage related to treatments by or use of the Ablatherm device in connection with the Study, which such injuries or damage occurred prior to the date hereof, if such injuries or

damage were caused by actions or omissions by any HT Prostate Party, any of their affiliates, or any of their or their affiliates' directors, officers, employees, representatives, or other persons acting on their behalf, provided, that the liability under the indemnification obligations under this Section 10.2(ii) shall not exceed $100,000.

10.3 Promptly after the receipt by any HT Indemnified Party or by any EDAP Indemnified Party (as applicable, an "***Indemnified Party***") of notice of the commencement of any action or proceeding against such Indemnified Party by a third party, such Indemnified Party shall, if a claim with respect thereto is or may be made against any indemnifying party (the "***Indemnifying Party***") pursuant to this Article X, give such Indemnifying Party written notice of the commencement of such action or proceeding and give such Indemnifying Party a copy of such claim and/or process and all legal pleadings in connection therewith. The failure to give such notice shall not relieve any Indemnifying Party of any of its indemnification obligations contained in this Article X, except where, and solely to the extent that, such failure prejudices the rights of such Indemnifying Party. Such Indemnifying Party shall have the right to defend, at its own expense and by its own counsel reasonably acceptable to the Indemnified Party, any such matter involving the asserted liability of the Indemnified Party; provided, however, that the Indemnified Party shall have the right to participate in the defense of such asserted liability at the Indemnified Party's own expense. Without limiting the foregoing and notwithstanding any provision herein to the contrary, the Indemnifying Party shall not be entitled to control the defense or settlement of any claim (x) to which the Indemnifying Party is also a party and with respect to which the Indemnified Party has been advised by counsel that a material conflict of interest exists between such Indemnified Party and the Indemnifying Party as a result of the Indemnifying Party's control over such proceedings or (y) if the Indemnified Party reasonably determines that the Indemnifying Party has failed to defend the claim actively and in good faith. In the event that such Indemnifying Party shall decline to participate in or assume the defense of such action, in accordance with the provisions hereof, or if the Indemnifying Party discontinues the diligent and timely conduct thereof, or if the Indemnifying Party shall not be able to control the defense or settlement of any claim pursuant to clause (x) or (y) of this Section 10.3, any of the Indemnified Parties may undertake or participate in, as the case may be, such defense and the Indemnifying Party shall be responsible for reimbursing the Indemnified Parties for their reasonable legal fees and expenses in connection therewith as and when such fees and expenses are incurred by them; *provided* that the Indemnifying Party shall not be liable for the fees and expenses of more than one separate firm of attorneys at any time for all Indemnified Parties. The Indemnifying Party shall not be liable for any settlement of any claim effected without its prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending claim in respect of which any Indemnified Party is a party, unless such settlement includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such claim and no non-monetary relief would be imposed against such Indemnified Party.

10.4 IN NO EVENT SHALL HT PROSTATE OR HEALTHTRONICS, OR ANY OF THEIR AFFILIATES, OR ANY OF THEIR RESPECTIVE DIRECTORS, MANAGERS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, REPRESENTATIVES OR ADVISORS BE LIABLE TO ANY EDAP INDEMNIFIED PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES OR LOST PROFITS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE PERFORMANCE OF THE HT PROSTATE PARTIES' OBLIGATIONS HEREUNDER.

10.5 IN NO EVENT SHALL ANY OF THE EDAP PARTIES, OR ANY OF THEIR AFFILIATES, OR ANY OF THEIR RESPECTIVE DIRECTORS, MANAGERS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, REPRESENTATIVES OR ADVISORS BE LIABLE TO ANY HT INDEMNIFIED PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES OR LOST PROFITS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE PERFORMANCE OF THE EDAP PARTIES' OBLIGATIONS HEREUNDER.

XI. MISCELLANEOUS PROVISIONS.

11.1 Acknowledgments and Integration. Each party hereby warrants, represents, acknowledges and agrees that it has fully and completely read this Agreement and has had adequate opportunity to consider and seek counsel regarding its terms and effect, that the Transaction Agreements, including the Releases contained herein, is being executed voluntarily, with full knowledge and understanding of its terms and effects, and that there are no agreements, statements or representations except those expressly set forth herein which constitute a part hereof. The Transaction Agreements, including the Releases contained herein, is not subject to attack on the grounds that any factual or legal assumptions leading to its execution were wrong or invalid in any respect.

11.2 No Admissions. It is expressly understood and agreed that neither this Agreement, the other Transaction Agreements, the Releases contained herein, nor the furnishing of consideration for this Agreement, the other Transaction Agreements, or such Releases, are deemed or construed at any time for any purpose as an admission by anyone of wrongdoing or liability of any kind, all such wrongdoing and liability being expressly denied.

11.3 Knowledge of Claims. Each party expressly warrants and stipulates that it intends for the Releases contained herein to release any and all claims that each may now have against the other, regardless of whether such claims have been asserted and regardless of whether such claims arise out of or are related in any way to any facts in existence on or before the date of this Agreement.

11.4 Modifications. This Agreement may not be modified, altered or amended except in writing duly signed by each of the parties hereto. If any provision of this Agreement is rendered or declared illegal or unenforceable by reason of any existing or subsequently enacted statute, rule or regulation, or by order of or judgment of a court, any and all other terms and provisions hereof remain in full force and effect as stated and set forth herein.

11.5 Choice of Law and Forum. This agreement shall be governed by the laws of the State of New York, without giving effect to its conflict of law principles. Any dispute, controversy or claim arising out of, relating to or in connection with this agreement, including without limitation any dispute regarding the performance or breach thereof, shall be subject to the exclusive jurisdiction of the state or federal courts located in the Borough of Manhattan in New York City.

11.6 Binding Nature. All of the covenants and agreements contained herein extend to and are binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Neither HT Prostate nor any EDAP Party may assign this Agreement or its rights, duties or obligations hereunder without the prior written consent of the EDAP Parties or HT Prostate, respectively.

11.7 Further Assurance. Each party hereby covenants and agrees that it shall on the reasonable request of any other party in writing and at its sole expense do and execute or arrange for the doing and executing of, anywhere in the world, each necessary act, document and thing reasonably within its power to implement this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered on the day and year first above written.

HT Prostate

HT Prostate Therapy Management

Company

By: /s/ JAMES WITTENBURG
Name: James Wittenburg
Title: Vice President

Address: 1301 Capital of Texas Highway
Suite 200B
Austin, Texas 78746

HealthTronics, Inc.

By: /s/ JAMES WITTENBURG
Name: James Wittenburg
Title: President – Urology Services

Address: 1301 Capital of Texas Highway
Suite 200B
Austin, Texas 78746

EDAP

EDAP TMS S.A.

By: /s/ MARC OCZACHOWSKI
Name: Marc Oczachowski
Title: Chief Executive Officer

Address: 4-6 rue du Dauphiné
69120 Vaulx-en-Velin
FRANCE

EDAP S.A.

By: /s/ MARC OCZACHOWSKI
Name: Marc Oczachowski
Title: Chief Executive Officer

Address: 4-6 rue du Dauphiné
69120 Vaulx-en-Velin
FRANCE

TECHNOMED MEDICAL SYSTEMS S.A.

By: /s/ MARC OCZACHOWSKI
Name: Marc Oczachowski
Title: Chief Executive Officer

Address: 4-6 rue du Dauphiné
69120 Vaulx-en-Velin
FRANCE

EXHIBIT A

Escrow Termination Agreement

This is a free translation from the French language and is supplied solely for information purposes. Only the original version in French language has legal force.

TERMINATION OF THE ESCROW AGREEMENT

BETWEEN:

EDAP TMS S.A., (hereinafter referred to as the "**Issuer** "), a public limited corporation with a share capital in the amount of EUR 1,212,184.61, whose registered address is at Parc d'activité de la Poudrette Lamartine, 4, rue du Dauphiné, 69120 Vaulx-en-Velin and registered in the Business Register of Lyon B 316 488 204, France,

Represented by _____ , acting in his capacity as _____

Of the first part

HT PROSTATE THERAPY MANAGEMENT COMPANY LLC, (hereinafter referred to as "**HT Prostate**"), a Limited Liability Company governed by the laws of the State of Delaware, United States, whose registered address is at 1301 Capital of Texas Highway, Suite 200B, Austin, Texas 78746, United States,

Represented by Sam B. Humphries , acting in his capacity as President

Of the second part

CACEIS CORPORATE TRUST, (as successor to Euro Emetteurs Finance) hereinafter referred to as the "**Escrow agent**"), a Limited Liability Company with a Board of Management and a Supervisory Board, with a share capital of EUR 10,745,360, registered in the Business Register of Paris 439 430 976, whose registered address is at 48, boulevard des Batignolles - 75017 Paris, France,

Represented by Mr Daniel Pascaud, acting in his capacity as Chairman of the Board of Management (*Directeur Général*)

Of the third part.

The Issuer, HT Prostate and Caceis are collectively referred to hereafter as the "Parties".

WHEREAS the Parties have entered into an escrow agreement on 25 January 2005, as amended by Amendment #1 thereto, dated December 30, 2005, that sets forth the terms under which the Escrow agent shall provide the Warrants service, process the Warrants exercising notifications and act as escrow manager for the Warrants and Underlying Shares (the "Agreement"),

WHEREAS the Issuer and HT Prostate have agreed on December 29, 2005 to cancel the 100 000 E Warrants in Escrow and the 100 000 F Warrants in Escrow,

WHEREAS the Issuer and HT Prostate have agreed on April 3, 2007 to cancel the 200 000 A Warrants in Escrow, the 200 000 B Warrants in Escrow and the 200 000 G Warrants in Escrow, and

WHEREAS following due notification of exercise of the 100 000 C Warrants in Escrow and the 100 000 D Warrants in Escrow from HT Prostate, and payment of the requisite exercise price, 200 000 Underlying Shares were issued in the name of HT Prostate and then re-registered in the name of The Bank of New York and delivered to a

segregated account at Société Générale, custodian for The Bank of New York, pursuant to the instructions of HT Prostate,

IT HAS BEEN AGREED AS FOLLOWS:

1. The Parties acknowledge and agree that the Underlying Shares delivered to HT Prostate upon exercise of the C Warrants and the D Warrants and payment of the requisite purchase price were delivered to a segregated account at Société Générale, custodian for The Bank of New York, pursuant to the instructions of HT Prostate, and hereby waive any provision of the Agreement requiring any action inconsistent with such delivery;

2. The Parties acknowledge and agree that the Class A, Class B and Class G warrants have been cancelled by HT Prostate and the Issuer pursuant to the Agreement and Release dated April 3, 2007 among the Issuer, HT Prostate and the other parties named therein;

3. The parties hereby acknowledge and agree that all Warrants in Escrow have either been exercised or cancelled and that no Underlying Shares are held in Escrow under any Escrow Account opened by the Escrow agent in the name of the Issuer. The Parties hereby terminate the Agreement effective as of April 5, 2007.

All capitalized terms that are not defined in this contract shall have the meaning ascribed to them in the Agreement.

Done in three (3) original copies.

On behalf of EDAP TMS S.A. In Lyon, _____ 2007	On behalf of HT Prostate In Austin, _____ 2007	On behalf of Caceis Corporate Trust In Paris, _____ 2007
_____	_____	_____
	Sam B. Humphries *President*	**Daniel Pascaud** Chairman and CEO (*Directeur Général*)

EXHIBIT B

Registration Rights Agreement

EXHIBIT C

Devices

European Devices:

Six EDAP Sonolith Praktis lithotripter units identified as follows:

1. Demo unit – S/N SP105 DOM
2. S/N SP114
3. S/N SP122
4. S/N SP127
5. S/N SP131
6. S/N SP140

and associated spare parts, tools, accessories and disposables.

U.S. Devices:

Three Ablatherm devices pertaining to EDAP

1. Ablatherm S/N 146 DOM
2. Ablatherm AB 206
3. Ablatherm AB 210

and associated spare parts, tools, accessories and disposables.

[Letterhead of EDAP TMS S.A.]

July 9, 2007

HT Prostate Therapy Management Company, LLC
HealthTronics, Inc.
1301 Capital of Texas Highway
Suite 200B
Austin, Texas 78746
USA

Ladies and Gentlemen:

Reference is made to the Agreement and Release dated as of April 3, 2007 (the "Agreement"), among HT Prostate Therapy Management Company, LLC, HealthTronics, Inc., EDAP TMS S.A., EDAP S.A. and Technomed Medical Systems S.A. Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

Pursuant to Section 2.4 of the Agreement, the HT Prostate Parties agreed to pay any Excess Proceeds to Parent Corporation. The EDAP Parties hereby irrevocably waive all right to, release the HT Prostate Parties from any obligation to pay, and will not accept any payment of, any Excess Proceeds that may be payable to Parent Corporation under the terms of the Agreement.

This letter agreement shall amend the Agreement as provided above. The Agreement as amended by this letter agreement shall continue in full force and effect.

* * *

Please confirm your agreement with the foregoing by countersigning both copies of this letter where indicated and returning one copy to EDAP TMS S.A. at the address provided above.

Very truly yours,

EDAP TMS S.A.

By: /s/ MARC OCZACHOWSKI
Name: Marc Oczachowski
Title: Chief Executive Officer

EDAP S.A.

By: /s/ MARC OCZACHOWSKI
Name: Marc Oczachowski
Title: Chief Executive Officer

TECHNOMED MEDICAL SYSTEMS S.A.

By: /s/ MARC OCZACHOWSKI
Name: Marc Oczachowski
Title: Chief Executive Officer

Accepted and Agreed:

HT PROSTATE THERAPY MANAGEMENT COMPANY, LLC

By: /s/ DANIEL OCHOA
Name:
Title::

HEALTHTRONICS, INC.

By: /s/ DANIEL OCHOA
Name:
Title::

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "Agreement") is made and entered into as of April 3, 2007, by and between HT Prostate Therapy Management Company, LLC (the "Purchaser") and EDAP TMS S.A. (the "Company").

This Agreement is made pursuant to the Agreement and Release, dated as of the date hereof, by and among the Purchaser, the Company, EDAP S.A., and Technomed Medical Systems S.A. (the "Release Agreement").

The Company and the Purchaser hereby agree as follows:

1. Definitions. Capitalized terms used and not otherwise defined herein that are defined in the Release Agreement shall have the meanings given such terms in the Release Agreement. As used in this Agreement, the following terms shall have the following meanings:

"ADR" means an American Depositary Receipt evidencing one or more American Depositary Shares (each, an "ADS"), with each ADS representing one share of Common Stock.

"Advice" shall have the meaning set forth in Section 6(e).

"Agreement" shall have the meaning set forth in the first paragraph hereof.

"Blackout Period" shall have the meaning set forth in Section 6(d).

"Business Day" means a day, other than a Saturday or Sunday, on which banks in New York City and Lyons, France, are open for the general transaction of business.

"Common Stock" means the ordinary shares of the Company, par value €0.13 per share.

"Commission" means the United States Securities and Exchange Commission.

"Company" shall have the meaning set forth in the first paragraph hereof.

"Effectiveness Period" shall have the meaning set forth in Section 2(a).

"Event" shall have the meaning set forth in Section 2(b).

"Event Date" shall have the meaning set forth in Section 2(b).

"Exchange Act" means the Securities Exchange Act of 1934, as amended, or any successor statute, and the rules and regulations of the Commission thereunder.

"Filing Date" means, with respect to the Registration Statement required hereunder, the 30th calendar day following the issuance of the Shares to Purchaser.

"Free Writing Prospectus" means a free writing prospectus as defined in Rule 405 under the Securities Act.

"Indemnified Party" shall have the meaning set forth in Section 5(c).

"Indemnifying Party" shall have the meaning set forth in Section 5(c).

"Issuer Free Writing Prospectus" means an issuer free writing prospectus as defined in Rule 433 under the Securities Act.

"Losses" shall have the meaning set forth in Section 5(a).

"Permitted Free Writing Prospectus" shall have the meaning set forth in Section 6(c).

"Person" means an individual, corporation, partnership, limited liability company or any other legal entity.

"Plan of Distribution" shall have the meaning set forth in Section 2(a).

"Proceeding" means an action, claim, suit, investigation or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition), whether commenced or threatened in writing.

"Prospectus" means the prospectus included in a Registration Statement as of the date of first use of such prospectus, supplemented by any and all prospectus supplements and as amended by any and all amendments including post-effective amendments, and including all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

"Purchaser" shall have the meaning set forth in the first paragraph hereof.

"Registrable Securities" means all of (i) the Shares and the ADSs into which such Shares may be converted and (ii) any shares of Common Stock issued or issuable upon any stock split, dividend or other distribution, recapitalization or similar event with respect to the foregoing and the ADSs into which such shares may be converted. Registrable Securities shall cease to be Registrable Securities upon the earliest to occur of the following: (A) a sale pursuant to a Registration Statement or Rule 144 (in which case, only such security sold shall cease to be a Registrable Security); (B) such security becoming eligible for sale by the holder pursuant to Rule 144(k) under the Securities Act; or (C) such security having been sold by Purchaser in a transaction not subject to the registration requirements of the Securities Act.

"Registration Statement" means a registration statement of the Company under the Securities Act that covers the resale of any of the Registrable Securities pursuant to the provisions of this Agreement, including the related Prospectus, all amendments and supplements to such registration statement or Prospectus, including post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference in such registration statement, but excluding any registration statement on Form F-6 under the Securities Act.

"Release Agreement" shall have the meaning set forth in the second paragraph hereof.

"Required Effective Date" shall have the meaning set forth in Section 2(a).

"Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

"Rule 415" means Rule 415 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

"Rule 424" means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

"Securities Act" means the Securities Act of 1933, as amended, or any successor statute, and the rules and regulations of the Commission thereunder.

"Tolling Event" shall have the meaning set forth in Section 2(a).

"Trading Day" means (i) a day on which the ADSs are listed or quoted and traded on their primary Trading Market (other than the OTC Bulletin Board), or (ii) if the ADSs are not listed on a Trading Market (other than the OTC Bulletin Board), a day on which the ADSs are traded in the over-the-counter market, as reported by the OTC Bulletin Board, or (iii) if the ADSs are not quoted on any Trading Market, a day on which the ADSs are quoted in the over-the-counter market as reported by the National Quotation Bureau Incorporated (or any similar organization or agency succeeding to its functions of reporting prices); *provided*, that in the event that the ADSs are not listed or quoted and traded as set forth in (i), (ii) and (iii) hereof, then Trading Day shall mean a Business Day.

"Trading Market" means whichever of the New York Stock Exchange, the American Stock Exchange, the NASDAQ Global Select Market, the NASDAQ Global Market, the NASDAQ Capital Market or the OTC Bulletin Board on which the Common Stock (or related American Depositary Shares) is listed or quoted for trading on the date in question.

2. Registration.

(a) On or prior to the Filing Date, the Company shall prepare and file with the Commission a Registration Statement covering the resale of all of the Registrable Securities for an offering to be made on a continuous, non-underwritten basis for all cash consideration pursuant to Rule 415, or if Rule 415 is not available for offers and sales of the Registrable Securities, by such other means of distribution of Registrable Securities as the parties may reasonably agree. The Registration Statement shall be on Form F-3 (except if the Company is not then eligible to register for resale the Registrable Securities on Form F-3, in which case the Registration Statement shall be on another appropriate form in accordance herewith). Subject to the terms of this Agreement, the Company shall use its reasonably best efforts to cause the Registration Statement to be declared effective under the Securities Act on or prior to the earlier of (i) the 90th calendar day following the date hereof (the 120th calendar day in the event of a full review by the Commission); and (ii) the 10th day after the Commission advises the Company that the Registration Statement will not be reviewed or the Commission has no further comments on the Registration Statement (the "Required Effective Date"). The Company shall use its reasonably best efforts to keep the Registration Statement continuously effective under the Securities Act until the earlier of (the "Effectiveness Period") (i) the two year anniversary of the date that the Registration Statement is declared effective by the Commission, and (ii) the date on which there are no more Registrable Securities or all Registrable Securities covered by such Registration Statement have been sold; provided, that if the Company is not then eligible to register for resale the Registrable Securities on Form F-3 to comply with its registration rights obligations hereunder, the Effectiveness Period shall be the earlier of (x) the date on which there are no more Registrable Securities or all Registrable Securities covered by such Registration Statement have been sold or (y) the date that is 180 days following the date that such Registration Statement is declared effective by the Commission (or if there occurs any Blackout Periods, Events, or restrictions on selling Registrable Securities under Section 6(d) or (e) (any such occurrence, a "Tolling Event") during such 180-day period, such 180-day period shall be tolled during the continuation of such Tolling Event and the days during the continuation of such Tolling Event shall be excluded when calculating the number of days in such 180-day period). The Company shall request the Commission to declare a Registration Statement effective as of 5:00 pm Eastern Time on a Business Day. The Company shall, as soon as reasonably practicable, notify the Purchaser via facsimile and electronic mail of the effectiveness of a Registration Statement. The Company shall, on the Business Day after the date of such effectiveness (such effective date, the "Effective Date"), file a 424(b) prospectus with the Commission if a 424(b) prospectus is required to be filed

under Commission rules and regulations. The Prospectus shall be filed no later than 9:30 am Eastern Time on the Business Day after the Effective Date.

(b) If after the Required Effective Date, (i) a Registration Statement for any reason is not or ceases to remain continuously effective as to all Registrable Securities for which it is required to be effective, or (ii) Purchaser is not permitted to utilize the Prospectus therein to resell such Registrable Securities, in either case for 30 consecutive calendar days or more than an aggregate of 90 calendar days (which need not be consecutive) during any 12-month period (any such event being referred to as an "Event", and the date on which such 30 or 90 calendar day period, as applicable, is exceeded being referred to as an "Event Date"), then on each such Event Date and on each monthly anniversary of each such Event Date until the applicable Event is cured, the Company shall pay to Purchaser an amount in cash as partial liquidated damages and not as a penalty, equal to $6,000; provided, that such liquidated damages shall not, taking into account all payments of liquidated damages paid in connection with any Event hereunder, exceed $60,000. The partial liquidated damages pursuant to the terms hereof shall apply on a daily pro-rata basis for any portion of a month prior to the cure of an Event. This liquidated damage provision shall be the sole and exclusive remedy for any Event; provided, that Purchaser shall be entitled to its rights hereunder and under applicable law for any acts or omissions of the Company that violate any other provision of this Agreement.

3. Registration Procedures.

In connection with the Company's registration obligations hereunder, the Company shall:

(a) Not less than five (5) Business Days prior to the filing of a Registration Statement or, where practicable, any related Prospectus or any amendment or supplement thereto, furnish to the Purchaser copies of all such documents proposed to be filed, which documents (including documents incorporated or deemed to be incorporated by reference) will be subject to the review of the Purchaser. The Company shall not file a Registration Statement or any such Prospectus or any amendments or supplements thereto to which the Purchaser shall reasonably object in good faith, provided that, the Company is notified of such objection in writing no later than three (3) Business Days after the Purchaser has been so furnished copies of such documents.

(b) (i) Prepare and file with the Commission such amendments, including post-effective amendments, to a Registration Statement and the Prospectus used in connection therewith as may be necessary to keep a Registration Statement continuously effective as to the applicable Registrable Securities for the Effectiveness Period; (ii) subject to the last sentence of Section 3(i) and Section 6(d) hereof, cause the related Prospectus to be amended or supplemented by any required Prospectus supplement (subject to the terms of this Agreement), and as so supplemented or amended to be filed pursuant to Rule 424; and (iii) respond as promptly as reasonably possible to any

comments received from the Commission with respect to a Registration Statement or any amendment thereto and as promptly as reasonably possible, (A) provide the Purchaser with notice in writing that correspondence relating to a Registration Statement has been received from or sent to the Commission and (B) upon request, provide the Purchaser true and complete copies of all correspondence from and to the Commission relating to a Registration Statement, provided Purchaser agrees to keep such information confidential and to not trade in the Common Stock or ADSs until any material non-public information contained in such correspondence is publicly released by the Company or the Commission.

(c) Notify the Purchaser as promptly as reasonably possible: (i)(A) when a Prospectus or any Prospectus supplement or post-effective amendment to a Registration Statement is proposed to be filed; (B) when the Commission notifies the Company whether there will be a "review" of such Registration Statement and whenever the Commission comments in writing on such Registration Statement (the Company shall provide true and complete copies thereof and all written responses thereto to Purchaser upon request provided Purchaser agrees to keep such information confidential and to not trade in the Common Stock or ADSs until any material non-public information contained in such information is publicly disclosed); and (C) with respect to a Registration Statement or any post-effective amendment, when the same has become effective; (ii) of any request by the Commission or any other Federal or state governmental authority for amendments or supplements to a Registration Statement or Prospectus or for additional information; (iii) of the issuance by the Commission or any other federal or state governmental authority of any stop order suspending the effectiveness of a Registration Statement covering any or all of the Registrable Securities or the initiation of any Proceedings for that purpose known to the Company; (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any Proceeding for such purpose; and (v) of the occurrence of any event or passage of time that makes the financial statements included in a Registration Statement ineligible for inclusion therein or any statement made in a Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires any revisions to a Registration Statement, Prospectus or other documents so that, in the case of a Registration Statement or the Prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (provided that Purchaser agrees to keep such information confidential and to not trade in the Common Stock or ADSs until it is publicly disclosed).

(d) Use its reasonably best efforts to avoid the issuance of, or, if issued, obtain the withdrawal of (i) any order suspending the effectiveness of a Registration Statement,

or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, at the earliest practicable moment.

(e) To the extent reasonably requested by Purchaser, furnish to Purchaser, without charge, at least one conformed copy of each such Registration Statement and each amendment thereto, including financial statements and schedules, all documents incorporated or deemed to be incorporated therein by reference and all exhibits (including those previously furnished or incorporated by reference) promptly after the filing of such documents with the Commission; *provided, however* that the Company shall have no obligation to provide any document pursuant to this clause that is available on the Commission's EDGAR system.

(f) Promptly deliver to Purchaser, without charge, as many copies of the Prospectus or Prospectuses (including each form of prospectus) and each amendment or supplement thereto as Purchaser may reasonably request in connection with resales of Registrable Securities; provided, however, that the Company shall have no such obligation to furnish copies of a final prospectus if the conditions of Rule 172(c) under the Securities Act are satisfied by the Company; and *provided, further* that the Company shall have no obligation to provide any document pursuant to this clause that is available on the Commission's EDGAR system. Subject to the terms of this Agreement, the Company hereby consents to the use of such Prospectus and each amendment or supplement thereto by Purchaser in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any amendment or supplement thereto, except after the giving of any notice pursuant to Section 3(c) or as otherwise provided herein.

(g) Prior to any resale of Registrable Securities by Purchaser, use its reasonably best efforts to register or qualify or cooperate with the Purchaser in connection with the registration or qualification (or exemption from the registration or qualification) of such Registrable Securities for the resale by the Purchaser under the securities or Blue Sky laws of such jurisdictions within the United States as Purchaser reasonably requests in writing, to keep each registration or qualification (or exemption therefrom) effective during the Effectiveness Period and to do any and all other acts or things reasonably necessary to enable the disposition in such jurisdictions of the Registrable Securities covered by each Registration Statement; provided, that the Company shall not be required to qualify generally to do business in any jurisdiction where it is not then so qualified, subject the Company to any material tax in any such jurisdiction where it is not then so subject or file a general consent to service of process in any such jurisdiction.

(h) If reasonably requested by Purchaser, cooperate with Purchaser and The Bank of New York, as depositary (the "Depositary") under the Deposit Agreement dated as of July 31, 1997 among the Parent Corporation, the Depositary and the owners and beneficial owners of ADRs from time to time, to facilitate the timely preparation and delivery of ADR certificates representing Registrable Securities in the form of ADSs to

be delivered to a transferee pursuant to a Registration Statement, and to enable such Registrable Securities to be in such denominations and registered in such names as Purchaser may request.

(i) Subject to the last sentence of this Section 3(i), upon the occurrence of any event set forth in Section 6(d)(iii)(I), 6(d)(iv) or 6(d)(v), as promptly as reasonably possible (and, in the case of the occurrence of an event described in Section 3(i)(i) below or Section 6(d)(iii)(I), no later than the 30th day following the date the relevant financial statements are required to be included in the Registration Statement or any Prospectus to keep the Registration Statement continuously effective during the Effectiveness Period), prepare a supplement or amendment, including a post-effective amendment, to the Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, and file any other required document so that, as thereafter delivered, neither the Registration Statement nor such Prospectus will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Notwithstanding the foregoing, the Company shall not be required to amend or supplement a Registration Statement, any related Prospectus or any document incorporated therein by reference, (i) for a period not to exceed 30 days after the date the below-described financial statements are required to be included in the Registration Statement or any Prospectus to keep the Registration Statement continuously effective for the Effectiveness Period if any action by the Company or the passage of time would require the inclusion in the Registration Statement or any Prospectus of financial statements that have not yet been prepared by the Company and/or reviewed or audited, as the case may be, by the Company's independent accountants, or (ii) during a Blackout Period if (x) any action by the Company pursuant to this Section 3(i) would violate applicable law or (y) (A) an event (other than as set forth in Section 6(d)(iii)(I)) occurs and is continuing as a result of which a Registration Statement, any related Prospectus or any document incorporated therein by reference as then amended or supplemented would, in the Company's good faith judgment, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and (B) (1) the Company determines in good faith that the disclosure of such event at such time would have a material adverse effect on the business, operations or prospects of the Company or (2) the disclosure otherwise relates to a material business transaction which has not yet been publicly disclosed in any relevant jurisdiction.

(j) Comply in all material respects with all applicable rules and regulations of the Commission and, to the extent any action may be required, use its commercially reasonable efforts to cause all Registrable Securities in the form of ADSs to be listed on a Trading Market.

(k) The Company shall not permit any officer, director, underwriter, broker or any other person acting on behalf of the Company to use any Free Writing Prospectus in

connection with the Registration Statement covering Registrable Securities, without first having provided a copy thereof to the Purchaser.

4. Registration Expenses. All fees and expenses incident to the performance of or compliance with this Agreement by the Company shall be borne by the Company whether or not any Registrable Securities are sold pursuant to a Registration Statement. The fees and expenses referred to in the foregoing sentence shall include, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses (A) with respect to filings required to be made with the Trading Market on which the Common Stock is then listed for trading, and (B) in compliance with applicable state securities or Blue Sky laws reasonably agreed to by the Company (including, without limitation, fees and disbursements of counsel for the Company in connection with Blue Sky qualifications or exemptions of the Registrable Securities and determination of the eligibility of the Registrable Securities for investment under the laws of such jurisdictions as requested by the Purchaser), (ii) printing expenses, if any (including, without limitation, expenses of printing certificates for Registrable Securities and of printing prospectuses if the printing of prospectuses is reasonably requested by Purchaser), (iii) messenger, telephone and delivery expenses of the Company, (iv) fees and disbursements of counsel for the Company, (v) Securities Act liability insurance, if the Company so desires such insurance, and (vi) fees and expenses of all other Persons retained by the Company in connection with the consummation of the transactions contemplated by this Agreement. In addition, the Company shall be responsible for all of its internal expenses incurred in connection with the consummation of the transactions contemplated by this Agreement (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit and the fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange as required hereunder. In no event shall the Company be responsible for any broker or similar commissions or any legal fees or other costs of the Purchaser.

5. Indemnification

(a) Indemnification by the Company. The Company shall, and hereby does notwithstanding any termination of this Agreement, indemnify, defend and hold harmless Purchaser and HealthTronics, and the officers, directors, members, partners, and employees of each of them and each Person who controls Purchaser or HealthTronics (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, members, partners, and employees of each such controlling Person, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable attorneys' fees) and expenses, (collectively, "Losses"), as incurred, to the extent arising out of or relating to, any untrue or alleged untrue statement of a material fact contained or incorporated by reference in a Registration Statement, any Prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or Issuer Free Writing Prospectus or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus, form of prospectus, preliminary

prospectus or Issuer Free Writing Prospectus, or amendment or supplement thereto, in light of the circumstances under which they were made) not misleading, or any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any other law, including without limitation, any state securities law, or any rule or regulation thereunder relating to the offer or sale of the Registrable Securities pursuant to a Registration Statement, but only to the extent, that (i) such untrue statements or omissions were not based upon information regarding Purchaser furnished in writing to the Company by Purchaser, (ii) in the case of an occurrence of an event of the type specified in Section 3(c)(ii) – (v), the Purchaser used an outdated or defective Prospectus or Issuer Free Writing Prospectus where the Company has failed to notify Purchaser in writing that the Prospectus or Issuer Free Writing Prospectus is outdated or defective or (iii) in the case of any use of a Registration Statement during any Blackout Period, the Company has failed to notify Purchaser in writing of such Blackout Period. The Company shall notify the Purchaser promptly of the institution, threat or assertion of any Proceeding arising from or in connection with the transactions contemplated by this Agreement of which the Company is aware.

(b) Indemnification by Purchaser. Purchaser shall indemnify and hold harmless the Company, its directors, officers, members, partners, and employees, each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, or employees of such controlling Persons, to the fullest extent permitted by applicable law, from and against all Losses, as incurred, to the extent arising out of or relating to: (x) Purchaser's failure to comply with the prospectus delivery requirements of the Securities Act, (y) any violations or alleged violations by Purchaser of the Securities Act, the Exchange Act, any other law, including without limitation, any state securities laws, or any rule or regulation thereunder relating to the offer or sale of the Registrable Securities pursuant to a Registration Statement or (z) any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus, or any form of prospectus, or in any amendment or supplement thereto or in any preliminary prospectus, or Issuer Free Writing Prospectus or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, (i) to the extent, but only to the extent, that such untrue statement or omission is contained in any information so furnished in writing by Purchaser to the Company specifically for inclusion in such Registration Statement, Prospectus or Issuer Free Writing Prospectus or (ii) to the extent that (1) in the case of an occurrence of an event of the type specified in Section 3(c)(ii)-(v), the use by Purchaser of an outdated or defective Prospectus or Issuer Free Writing Prospectus after the Company has notified Purchaser in writing that the Prospectus or Issuer Free Writing Prospectus is outdated or defective and prior to the receipt by Purchaser of the Advice contemplated in Section 6(e) or (2) any use of a Registration Statement during any Blackout Period after the Company has notified Purchaser in writing of such Blackout Period. In no event shall the liability of Purchaser hereunder be greater in amount than the dollar amount of the net proceeds

received by Purchaser upon the sale of the Registrable Securities giving rise to such indemnification obligation.

(c) Conduct of Indemnification Proceedings. If any Proceeding shall be brought or asserted against any Person entitled to indemnity hereunder (an "Indemnified Party"), such Indemnified Party shall promptly notify the Person from whom indemnity is sought (the "Indemnifying Party") in writing. The terms of Section 10.3 of the Release Agreement shall govern the rights and obligations of the Indemnified Party and Indemnifying Party in respect of the conduct of such Proceeding.

(d) Contribution. If the indemnification under Section 5(a) or 5(b) is unavailable to an Indemnified Party, then each Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in this Agreement, any reasonable attorneys' or other reasonable fees or expenses incurred by such party in connection with any Proceeding to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in this Section was available to such party in accordance with its terms.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 5(d) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 5(d), Purchaser shall not be required to contribute, in the aggregate, any amount in excess of the amount by which the proceeds actually received by Purchaser from the sale of the Registrable Securities subject to the Proceeding exceeds the amount of any damages that Purchaser has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission, except in the case of fraud by Purchaser. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

The indemnity and contribution agreements contained in this Section are in addition to any liability that the Indemnifying Parties may have to the Indemnified Parties. The parties to this Agreement hereby acknowledge that they are sophisticated

business persons who were represented by counsel during the negotiations regarding the provisions hereof including, without limitation, the provisions of this Section 5, and are fully informed regarding said provisions. The parties are advised that federal or state public policy as interpreted by the courts in certain jurisdictions may be contrary to certain of the provisions of this Section 5, and the parties hereto hereby expressly waive and relinquish any right or ability to assert such public policy as a defense to a claim under this Section 5 and further agree not to attempt to assert any such defense.

6. Miscellaneous

(a) Remedies. In the event of a breach by the Company or by Purchaser of any of their obligations under this Agreement, Purchaser or the Company, as the case may be, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. Each of the Company and Purchaser agrees that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

(b) No Piggyback on Registrations. Neither the Company nor any of its security holders (other than the Purchaser in such capacity pursuant hereto) may include securities of the Company in the Registration Statement other than the Registrable Securities or any securities subject to the registration rights agreement dated as of July 27, 2006 by and among the Company and the investors signatory thereto, without the consent of the Purchaser.

(c) Free Writing Prospectuses. Purchaser represents that it has not prepared or had prepared on its behalf or used or referred to, and agrees that it will not prepare or have prepared on its behalf or use or refer to, any Free Writing Prospectus, and has not distributed and will not distribute any written materials in connection with the offer or sale of Common Stock without the prior written consent of the Company. Any such Free Writing Prospectus consented to by the Company is hereinafter referred to as a "Permitted Free Writing Prospectus."

(d) Suspension of Trading. At any time after the Registrable Securities are covered by an effective Registration Statement, the Company may deliver to the Purchaser a certificate (the "Suspension Certificate") approved by the Chief Executive Officer of the Company and signed by an officer of the Company notifying the Purchaser of:

(i) the issuance (or threat of issuance) by the Commission of any stop order suspending the effectiveness of any Registration Statement or the initiation of any proceedings for that purpose or that any Registration Statement has otherwise ceased to be effective;

(ii) the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction or the initiation of any proceeding for such purpose;

(iii) the discovery or happening of any event that (I) would require the inclusion in the Registration Statement or any Prospectus of financial statements that have not yet been prepared by the Company and/or reviewed or audited, as the case may be, by the Company's independent accountants, or (II) requires the making of any changes in any Registration Statement or any Prospectus so that, as of such date, the statements therein do not include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and where disclosing such happening or event (A) would violate applicable law or (B) (1) the Company determines in good faith that the disclosure of such event (other than an event described in Section 6(d)(iii)(I)) at such time would have a material adverse effect on the business, operations or prospects of the Company or (2) the disclosure otherwise relates to a material business transaction which has not yet been publicly disclosed in any relevant jurisdiction;

(iv) the discovery or happening of any other event that requires the making of any changes in any Registration Statement or any Prospectus so that, as of such date, the statements therein do not include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (which advice shall be accompanied by an instruction to suspend the use of such Prospectus until the requisite changes have been made); and

(v) the Company's reasonable determination that the post-effective amendment to any Registration Statement would be appropriate.

Immediately after the transmission of a Suspension Certificate by the Company, the Company may, in its sole discretion, require Purchaser to refrain from selling or otherwise transferring or disposing of any Registrable Securities for a specified period of time that is customary under the circumstances (a "Blackout Period").

(e) Discontinued Disposition. Purchaser agrees that, upon receipt of a notice from the Company of the occurrence of any event of the kind described in Section 3(c) or upon receipt of notice of the commencement of any Blackout Period, Purchaser will forthwith discontinue disposition of such Registrable Securities under a Registration Statement until Purchaser's receipt of the copies of the supplemented Prospectus and/or amended Registration Statement or until it is advised in writing (the "Advice") by the Company that the use of the applicable Prospectus may be resumed, and, in either case, has received copies of any additional or supplemental filings that are incorporated or

deemed to be incorporated by reference in such Prospectus or Registration Statement; *provided* that the Company shall have no obligation to provide any document pursuant to this clause that is available on the Commission's EDGAR system.

(f) Prospectus Delivery. Purchaser covenants and agrees that it will comply with the prospectus delivery requirements of the Securities Act as applicable to it (unless an exemption therefrom is available) in connection with sales of Registrable Securities pursuant to the Registration Statement and shall sell the Registrable Securities only in accordance with a method of distribution described in the Registration Statement.

(g) Short Selling. Purchaser understands and acknowledges that the Commission currently takes the position that covering a short position established prior to effectiveness of a resale registration statement with shares included in such registration statement would be a violation of Section 5 of the Securities Act, as set forth in Item 65, Section 5 under Section A of the Manual of Publicly Available Telephone Interpretations, dated July 1997, compiled by the Office of Chief Counsel, Division of Corporation Finance, and agrees with the Company that neither it nor any of its Affiliates shall engage in any such activity.

(h) Additional Information. Purchaser shall furnish in writing to the Company such information regarding Purchaser and the distribution proposed by Purchaser (as agreed with the Company) as the Company may reasonably request and as shall be reasonably required in connection with any registration, qualification or compliance referred to in this Agreement. Purchaser agrees to cooperate with the Company as reasonably necessary to enable the Company to comply with the provisions of this Agreement.

(i) Purchaser Status. The Purchaser is not a registered broker-dealer under Section 15 of the Exchange Act or an affiliate (as defined under Rule 144) of such a registered broker-dealer.

(j) Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and, together with the Release Agreement, is intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement and the Release Agreement supersede all prior agreements and understandings between the parties with respect to such subject matter.

(k) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless the same shall be in writing and signed by the Company and Purchaser.

(l) Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be delivered as set forth in the Release Agreement.

(m) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

(n) No Inconsistent Agreements. Neither the Company nor any of its subsidiaries has entered, as of the date hereof, nor shall the Company or any of its subsidiaries, on or after the date of this Agreement, enter into any agreement with respect to its securities, that conflicts with the provisions hereof.

(o) Execution and Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature were the original thereof.

(p) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be determined in accordance with the provisions of the Release Agreement.

(q) Cumulative Remedies. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

(r) No Third-Party Beneficiary. Except as set forth in Section 5, the provisions of this Agreement are for the sole benefit of the parties to this Agreement and are not for the benefit of any third party.

(s) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

EDAP TMS S.A.

By: /s/ MARC OCZACHOWSKI
Name: Marc Oczachowski
Title: Chief Executive Officer

HT PROSTATE THERAPY MANAGEMENT COMPANY, LLC

By: /s/ JAMES WITTENBURG
Name: James Wittenburg
Title: Vice President