

2M & Associés
Maître Marine PACE
Administrateur Judiciaire
22, rue de l'Arcade
75008 Paris

Par e-mail : m.pace@aj-2m.com
et n.poire@aj-2m.com

PARIS,

Réf : 40863

Dear Madam,

By court order dated September 24th, 2021, the Commercial Court of Bobigny appointed Selarl 2M&associés in your person as conciliator of the Target Company (the "Company") for a period of four months.

We have been informed of the possibility to submit an offer before October 29th 2020 at 12 pm CET.

As we are interested in studying this matter, we would be grateful if you could give us access to the data room so that we can find out whether we confirm our interest in making a takeover offer for the company's shares or the partial or total sale of the company, within a amicable framework, a sale that could, if necessary, be implemented within the framework of a subsequent judicial procedure in accordance with the provisions of Articles L. 611-7, paragraph 1 and R. 611-26-2 of the French Commercial Code (the "**Takeover Bid**")

The purpose of this letter (the "**Confidentiality Agreement**") is to define the terms and conditions applicable to the communication of this information and to set the rules applicable to its use and protection.

For the use of the Confidentiality Agreement, "**Confidential Information**" refers to all the information, statements, files, analyses, of any kind, irrespective of their medium (verbal, written, computerised, etc.), including in relation to the course of the business, the activities, the know-how elements, the financial, legal, fiscal or commercial technical data, the financial statements and their annexes and any preparatory or explanatory documents, the budgets and other projections and the assumptions that have been used in their preparation, the strategic analyses and approaches, and all analyses, compilations, studies and other documents that incorporate, make reference to or are prepared on the basis of such information, statements, files and analyses, which may be made available to our Company, its legal representatives, employees and/or advisors, in any form whatsoever, either by the "Company" or by the Court-Appointed Administrator, and by their advisors. The "Company" and the conciliator shall only make available Confidential Information that they deem to be necessary in connection with a takeover project by our Company, and where applicable, with documenting such a project.

The confidentiality undertakings given by our Company shall not apply to information that entered the public domain prior to its communication, to information that became public in any way following its communication, except as a result of a wrongdoing or negligence by our Company and to information for which our Company proves that it was in its possession before it was communicated to it as part of the Takeover Bid, and that it had not obtained it under a direct or indirect confidentiality obligation.

We undertake to keep the Confidential Information strictly confidential and not to disclose or communicate it in any way whatsoever to any third party, with the exception of those of the legal representatives, employees and/or advisors of our Company (the "**Representatives**") whose knowledge of the Confidential Information is strictly necessary in order to allow our Company to assess its participation in the Takeover Bid. Precisely, we will not use Confidential Information in a way that could create a damage to the "Company" or their Representatives.

In the event that we do not proceed with the Takeover Bid for whatever reason, we will notify our position to the Conciliator as soon as possible.

We undertake not to initiate or agree to make contacts of any kind whatsoever with any member of the staff of the "Company" or with any other persons involved in an actual or potential relationship with the "Company" and precisely in order to recruit them except for employees whose employment contract would not be transferred at the end of the take over procedure and except (i) in the ordinary course of business or (ii) by and explicit agreement of the "Company's" management or of Conciliator.

Until the judgement approving the Takeover Bid or, if no Takeover Bid is undertaken by our Company, during one (1) year, our Company undertakes in particular not to use the Confidential Information to compete with any member of the "Company", and as part of this undertaking, undertakes not to make direct or indirect contact with the customers and suppliers of any member of the "Company" without the prior written consent of the "Company" and the Conciliator. This prohibition does not apply to customers and suppliers with whom our Company has previously engaged business relationships with prior to the disclosure of the Confidential Information, provided however that our Company shall not use the Confidential Information in connection with such business relationships.

In general, we undertake not to act in any manner that could affect negatively the relationships between the "Company" and their clients, suppliers or other business dealings.

We agree that the "Company" and the Conciliator do not warranty implicitly or expressly the comprehensiveness or correctness of the Confidential Information. Therefore, under no circumstances may any member of the "Company" and any Conciliator (including their partners, shareholders, legal representatives and employees) be held liable for the consequences of the use of the Confidential Information by our Company, its partners, shareholders, legal representatives and/or employees, or of the errors or omissions that the Confidential Information may contain.

We commit to take all necessary action in order to ensure that our legal representatives and employees and those of our advisors who are required to sign a confidentiality agreement comply with such confidentiality commitments and obligations.

This Agreement shall remain effective until the approval by the Court of the Takeover Bid or, in case no take over bid is approved, for a term of one (1) year from the date on which it is signed by the Parties.

This Agreement shall be governed by French law. The Parties hereby assign jurisdiction to the Commercial Court of Bobigny with respect to any difference of opinion in relation to this Agreement.

Please accept, dear Sir, dear Madam, the assurance of our highest consideration.

Company :

Represented by :

Address :

Email :

Phone number :

Date :

List of email addresses of persons to whom access to the data room should be given :

Signature :