

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

EL BAZE CHARPENTIER (SOLVE)
Maître Hélène CHARPENTIER
Administrateur Judiciaire
65, rue des Trois Fontanot
92000 NANTERRE

AJAssociés
Maître Céline MASCHI
Administrateur Judiciaire
38, rue Jean MIEG
68100 MULHOUSE

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

PARIS, le

V/Réf : AIR INDUSTRIE THERMIQUE - STEIN ENERGY – STEIN ENERGY INVESTISSEMENT – BROWN
FINTUBE FRANCE

Dear Sir, Dear Madam,

By judgments dated May 4, 2022, the Commercial Court of Nanterre opened insolvency proceedings against the companies listed above ("Companies") and appointed you as co-Court-Appointed Administrators of the Companies, with a mission of assisting the management.

We have been informed of the possibility of participating with the Companies in the presentation of a recovery plan or of filing a takeover bid in the form of a sale plan before June 7th, 2022, in accordance with provisions of Article R 642-1 paragraph 3 of the French Commercial Code.

In order to enable our company to evaluate the opportunity of presentation of a recovery plan or to submit an offer as part of the disposal plan of these Companies, according to provisions of Articles L.642-1 et seq. of the French Commercial Code (the "Acquisition"), the Companies and you, in your capacity as co- Court-Appointed Administrators of the Companies, will be required to provide us and our Representatives (as defined below) with certain Confidential Information (as defined below).

The purpose of this letter (the "Non-Disclosure Agreement") is to set forth the terms and conditions under which our company and its Representatives agree to maintain the confidentiality of Confidential Information.

For purposes of the Non-Disclosure Agreement, "Confidential Information" means any information relating to the Companies and their business, of any kind, that you and the Companies (including its respective employees, officers and counsel) may provide to us in writing or verbally, or allow us to view and/or print in the electronic data room, prior to or after the signing the present Non-Disclosure Agreement, to our company and/or any of its partners/shareholders, officers, directors, employees, advisors (including legal, accounting or financial advisors) and any financial institution contemplating participating in the financing of the Acquisition (together, the "Representatives").

Our obligations under the Non-Disclosure Agreement do not extend to Confidential Information that we can determine as publicly known other than because of a disclosure by our company or its Representatives in breach of their obligations under the Non-Disclosure Agreement or any other confidentiality obligation.

In view of the foregoing, we agree, on behalf of ourselves and our Representatives, whom we represent by signing the Non-Disclosure Agreement, without any conditions, limitations, or restrictions, to use the Confidential Information solely for the purpose of considering (i) whether to participate with the Companies in the submission of a recovery plan or (ii) the Acquisition, and to define and negotiate the terms thereof. We will not use the Confidential Information, directly or indirectly, in a manner that could cause harm to the Companies or their representatives.

In case we do not pursue the opportunity to participate in the presentation of a recovery plan or an Acquisition for any reason whatsoever, we undertake to notify you as soon as possible.

We undertake not to approach, directly or indirectly, the employees of the Companies, with the exception of employees whose employment contract would not be taken over in the plan of sale of the Companies if it were successful, for a period of one (1) year from the signing of these presents, and in particular with a view to recruiting them, except (i) in the normal course of our business or (ii) with the specific agreement of the managers of the Companies or of the co- Court-Appointed Administrators of the Companies.

We also undertake, until the date of completion of the Acquisition or, in the absence of completion of the Acquisition by our company or participation in the presentation of a recovery plan with the company or companies of our company, for a period of one (1) year from the date hereof, not to approach or solicit, directly or indirectly on our behalf or on behalf of any third party, any customer, supplier, agent, lender, licensor, licensee or any other person known to us to be in a business relationship with the Companies and its customers, suppliers or other business relationships, unless such approach or solicitation is made in the ordinary course of our business and/or in connection with existing business relationships.

More generally, we undertake not to do anything that would adversely affect the relationship between the Companies and its customers, suppliers or other business relationships.

We acknowledge that neither the co- Court-Appointed Administrators of the Companies, nor the Companies nor any of their respective representatives guarantee the accuracy or

completeness of the Confidential Information and that they shall not be liable for the consequences of its use by our company or its Representatives or for any errors or omissions it may contain.

We will take all necessary steps to ensure that our Representatives comply with the same obligations imposed on our company by the Non-Disclosure Agreement, and our company will enforce compliance with the terms of the Non-Disclosure Agreement by its Representatives, such that any breach of the Non-Disclosure Agreement by such Representative will be deemed to be the fault of our company.

We recognize that the breach of obligations under this the Non-Disclosure Agreement could result in substantial harm to the Companies.

We agree to indemnify the Companies for any damage, harm or loss of any kind resulting from the breach of any of our obligations under this Non-Disclosure Agreement.

The terms of this the Non-Disclosure Agreement shall be binding upon our successors, beneficiary or “ayant-cause” in interest, without any formality whatsoever.

The obligations contained in the Non-Disclosure Agreement shall be effective the date of its signature and shall remain in effect until the date of realization of the Acquisition, or in the absence of realization of the Acquisition by our company or participation in the submission of a recovery plan with our company or companies of our company, for a period of one (1) year.

The Non-Disclosure Agreement is expressly subject to French law. Any dispute, controversy, litigation or claim of any nature whatsoever arising out of or relating to the Confidentiality Agreement (or any action taken pursuant thereto) or to its conclusion, validity, interpretation or performance shall be submitted to the exclusive jurisdiction of the Commercial Court of Nanterre.

Yours sincerely

Company :

Represented by :

Email :

Tel. :

Date :

List of e-mail addresses of persons to whom access to the data room should be given:

Signature :

Name	E-mail