



# Bauland, Gladel & Martinez

ADMINISTRATEURS JUDICIAIRES ASSOCIÉS

## CONFIDENTIALITY AGREEMENT

Legal person

First name - Last name.....  
Address.....  
.....  
.....

Dear Sir,

The judgement given by the court has opened an insolvency procedure regarding the ..... company and appointed the Bauland, Gladel & Martinez Ltd. you are representing as Judicial Administrator.

Interested in the study of this case, I should be grateful if you would provide a username and password which entitles me to access the data-room or a presentation document of the ..... company (hereinafter "the company") which allows me to know if ..... confirms its interest in filing a draft of a safeguard, reorganisation plan or a business takeover offer.

I can confirm that the ..... company acts on its own account and not as an intermediary for another natural or legal person.

In accordance with the provisions laid down in Article L 642-3 of the Commercial Code, I can confirm that:

- I am not relative by blood or affinity up to the second degree inclusive to the head of company,
- I am not or have not been auditor directly or as an intermediary during the procedure,
- I am not personally head of company, nor operator of a company placed into reorganisation procedure or liquidation procedure not yet closed,
- I am not under a court order, a prohibition to manage a company or personal bankruptcy.

I hereby recognize that legal, commercial, social and financial information (hereinafter "information"), which could be provided in whatever form by yourself, the company or its partners, is strictly confidential and must not be disclosed.

I commit myself not to disclose to third parties the username and password provided in order to access the virtual data-room.



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Consequently I commit myself following this agreement to maintain the strictest confidentiality on this information and commit myself especially:

**1** Not to approach or respond to approach of any kind from employees of the company or other third parties having relations or potential relations with the company without your prior written consent.

**2** Not to use this confidential information for other reasons than the study of the aforementioned company without your prior written consent. Particularly, I commit myself not to use confidential information in order to compete against it. Therefore I will not approach directly or indirectly the customers and suppliers of the aforementioned company without your prior written consent.

**3** Not to refer to confidential information in communication with third parties without your prior written consent; not to take advantage of the presentation document of the aforementioned company.

**4** To limit by any appropriate means total or partial dissemination and use of information only to my employees directly responsible for assessing the opportunity to submit a takeover plan and to my external consultants whose opinion I consider essential. I will inform those persons of the confidentiality of the information they will have to consider as such.

**5** If I decide not to follow the draft of safeguard, reorganisation plan or if I don't file a business takeover offer within the deadline you will set, I commit myself to return immediately all original documents containing information concerning the aforementioned company provided to me.

**6** I commit myself to return these documents within fifteen days of the judgment adopting the reorganisation, transfer or safeguard plan or opening the liquidation if my draft of reorganisation plan is not accepted by the court.

**7** I will continue maintaining confidential the contents of discussions and negotiations and I will keep secret all information I could receive as well as information I could develop from the latter information. This agreement do not apply to information already made public at the time when this information is provided to me nor to the information which would be made public by means other than by myself.



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I recognize that the company and/or its shareholders would suffer significant damage if I didn't comply with the duty of secrecy and confidentiality contained in this agreement.

I acknowledge that the presentation document and all documents you provide are based on quantified data and the information provided by the aforementioned company. I acknowledge that you have not revised or made someone revise nor audited or made someone audit information provided to me without prejudice.

I recognize that you do not ensure the accuracy nor the completeness of the information provided.

Consequently I waive the right to hold you liable regarding the presentation document content of the aforementioned company and more generally, all documents which will be provided to me.

This confidentiality agreement shall be governed by French law and subject to the exclusive jurisdiction of the court having opened the insolvency procedure of the aforementioned company.

I commit myself to meet my commitments agreed upon this document for a period of three-year as of its signature.

Yours faithfully,

Issued in  
On

Signature