

**SELARL EL BAZE CHARPENTIER
SOLVE ADMINISTRATEURS JUDICIAIRES
Maître Hélène Charpentier
41 rue du Four
75006 - Paris**

**SELARL BCM & ASSOCIES
Maître Eric BAULAND
Immeuble Marina Center Blanchard
97190 Gosier**

By e-mail : caire@solve-aj.fr
pap@bcm-aj.com

Date :

Dear Sir, Dear Madam,

By judgment dated August 2nd 2023, the Mixte Commercial Court of Pointe-A-Pitre opened a liquidation proceeding with continuation of business (*procédure de liquidation judiciaire avec poursuite d'activité*) in favor of the company **COMPAGNIE AERIENNE INTER REGIONALE EXPRESS** (hereafter “**CAIRE**”) and appointed you as Court-Appointed co-Administrators in such capacity “*with the mission of representing the management*”.

We have had information that a takeover bid process had been launched and that propositions have to be handed to the Court-Appointed co-Administrators before September 1st, 2023.

In order to allow us to assess the option of filing a bid as part of the liquidation proceeding with continuation of business (*procédure de liquidation judiciaire avec poursuite d'activité*) referred to above (hereinafter the “**Project**”), an electronic data room has been set up, which contains confidential information in relation to CAIRE and, as the case may be, other affiliated companies.

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 the Company, its legal representatives, employees and/or advisors, in any form whatsoever, either by CAIRE or by the Court-Appointed co-Administrators, and by their advisors. CAIRE and the Court-Appointed co-

Administrators shall only make available Confidential Information that they deem to be necessary in connection with a takeover project by the Company, and where applicable, with documenting such a project.

The confidentiality undertakings given by the 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 the Company and to information for which the Company proves that it was in its possession before it was communicated to it as part of the Project, 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 the Company (the “**Representatives**”) whose knowledge of the Confidential Information is strictly necessary in order to allow the Company to assess its participation in the Project. In addition, we agree that we shall not use Confidential Information for any purposes other than our evaluation of the Project, or in a way that could create a damage to CAIRE or their **Representatives**.

In the event that we do not proceed with the Project for whatever reason, we will notify our position to the Court-Appointed co-Administrators 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 CAIRE or with any other persons involved in an actual or potential relationship with CAIRE, and precisely in order to recruit them, except (i) in the ordinary course of business or (ii) by an explicit agreement of CAIRE’ management or of Court-Appointed co-Administrators.

Until the judgement approving the Project or, if no Project is undertaken by our Company, during one (1) year, the Company undertakes in particular not to use the Confidential Information to compete with any member of CAIRE, and as part of this undertaking, undertakes not to make direct or indirect contact with the customers and suppliers of any member of CAIRE without the prior written consent of CAIRE and the Court-Appointed Co-Administrators. This prohibition does not apply to customers and suppliers with whom the Company has previously engaged business relationships with prior to the disclosure of the Confidential Information, provided however that the 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 CAIRE and their clients, suppliers or other business dealings.

We agree that CAIRE and the Court-Appointed Co-Administrators do not warranty implicitly or expressly the comprehensiveness or correctness of the Confidential Information. Therefore, under no circumstances may any member of CAIRE or the Court-Appointed Co-Administrators (including their partners, shareholders, legal representatives and employees) be held liable for the consequences of the use of the Confidential Information by the 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 for a term of one (1) year from the date on which it is signed by the Parties, and shall be for the benefit of CAIRE as well as any third-party successor selected by the Court in any *plan de cession*.

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

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

Company :

Represented by :

Address :

Email :

Phone number :

Date :

Signature :

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