NON-DISCLOSURE AGREEMENT

This English version is a translation provided for information purposes only. Only the French version of this Agreement, signed by the Parties, is legally binding. In the event of any discrepancy between the two versions, the French version shall prevail.

BETWEEN :

ELENGY SA, a société anonyme with a share capital of EUR 132,202,620.00, registered with the Trade and Companies Register of Nanterre under number 451 438 782, having its registered office at 73 rue Jules Ferry, 92250 LA GARENNE-COLOMBES, France, represented by Alice VIEILLEFOSSE, Director of Strategy, Development and Commercialisation, duly authorised for the purposes hereof,

Hereinafter referred to as "**ELENGY**",

on the one part,

AND:

X (Corporate name), a [company form], having its registered office at …, registered with the Trade and Companies Register of … under number …, represented by [First name, Surname], in its capacity as …, duly authorised for the purposes hereof,

Hereinafter referred to as "**X**",

on the other part.

For the purposes of this agreement (hereinafter the "Agreement"), **ELENGY** and **X** may be referred to collectively as the "Parties" or as the "Party".

IT IS FIRST RECALLED AS FOLLOWS:

ELENGY is an LNG terminal operator.

X is a company [specialised in the field of … [to be completed]].

In the course of its activities, ELENGY has launched a call for interest aimed at assessing market interest in the potential subscription of small-scale LNG carrier loading capacity at the Fos Cavaou LNG terminal from 1 January 2029 onwards, as well as in a long-term commitment with a view to the potential development of a second jetty.

In this context, the Parties wish to enter into discussions and exchange confidential information in order to assess a possible interest in this service (hereinafter the "Project").

In order to carry out their discussions, the Parties will exchange confidential and/or sensitive information (hereinafter the "Information" or the "Confidential Information", as defined in Article 2 hereof) concerning their respective activities, which must be kept in strict confidence by each of the Parties.

The Parties wish to set out the conditions for the communication of such Information and to establish the rules governing its use and protection.

To this end, the Parties have agreed to enter into the Agreement.

ARTICLE 1 – PURPOSE

The purpose of the Agreement is to govern the relations between the Parties concerning the exchange of confidential information, as defined in Article 2 below, during the period of discussions relating to the Project, whether or not the latter is subsequently implemented. Accordingly, the Agreement shall not in any way create any legal relationship outside the purpose for which it was intended and shall a fortiori not establish the conclusion of any other agreement relating to the Project.

Furthermore, the Agreement may not in any way be construed as granting by either Party to the other, in any form whatsoever, any express or implied licence for the exploitation of any creation, whether or not capable of protection by an intellectual property right, or of any result, whether or not patented, arising therefrom, owned by either Party.

Nor may the Agreement be construed as requiring either Party or the Parties to disclose confidential information to the other Parties.

ARTICLE 2 – DEFINITIONS

"Disclosing Party" means the Party or Parties disclosing the Information, as defined below in this Article, and "Receiving Party" means the Party or Parties receiving such Information.

"Confidential Information" or "Information" (whether such Information is disclosed before or after the signature of the Agreement) means any information and/or result, whether or not owned by either Party, communicated between them, irrespective of the medium used for such transmission (paper, drawings, computer-readable media, etc.) or the form of such transmission (written, oral or visual), including, without limitation, information relating to marketing, customers, promotional matters, financial matters, patents, research, inventions, processes, graphic presentations, drawings, technical processes, any industrial, intellectual, commercial or strategic property information, studies, plans, specifications, terms of reference, patents, trademarks, software, products, designs, reports, descriptions, minutes of meetings, databases, trade secrets, know-how, etc. The confidential nature of the Information may result, in particular, from the affixing of any appropriate confidentiality marking on the documents in which such Information appears.

The Confidential Information is without prejudice to the regulations on commercially sensitive information pursuant to Articles L. 111-77 et seq. of the French Energy Code.

Confidential Information does not include information:

a) which is already in the possession of the Receiving Party at the time it is disclosed to it (as may be evidenced by that Party's records and reports predating such disclosure);

b) which is in the public domain without any fault on the part of the Receiving Party;

c) which is disclosed to the Receiving Party by a third party that is not subject to any confidentiality obligation towards the Disclosing Party;

d) which the Disclosing Party has expressly authorised in writing to be disclosed for publication;

e) the disclosure of which is required by any legal, regulatory or statutory provision, or which is communicated in response to requests from public or judicial authorities, or for the purposes of establishing the rights of the other Party, provided that the Party disclosing such information has given prior notice to the Receiving Party.

ARTICLE 3 – NON-DISCLOSURE OF INFORMATION

Each of the Parties undertakes to:

a) protect and keep the Information strictly confidential and treat it with the same degree of care and protection as it applies to its own data of equivalent sensitivity;

b) disclose the Confidential Information it receives from the other Party internally only to a strictly limited number of duly authorised persons, legal representatives, employees and any person involved, directly or indirectly, on an occasional or permanent basis, in the performance of the Project, for whom such disclosure is necessary (i) for the discussions, (ii) for the development of the Project, or (iii) for the study and assessment of the feasibility of the Project discussed between the Parties, as well as to the employees of each Party carrying out internal contract administration activities and to the employees of the subsidiaries or affiliates of each Party;

c) disclose the Confidential Information it receives from the other Party only to its professional legal, technical and/or tax advisers for whom such disclosure is necessary and who are subject to the same degree of confidentiality obligation as the Parties to the Agreement;

d) take appropriate steps to ensure that the duly authorised persons, legal representatives, employees and any person involved, directly or indirectly, on an occasional or permanent basis, in the performance of the Project referred to above are themselves bound by a confidentiality obligation equivalent to that set out in the Agreement with respect to the Confidential Information disclosed, and that they use such Information solely for the study and assessment of the potential projects discussed between the Parties (and/or for internal contract administration purposes);

e) take all appropriate measures to protect the confidentiality of such Information and thereby prevent such Information from being disclosed to unauthorised third parties or made public. Such measures shall be at least equivalent to the highest level of measures taken by each Party to preserve the confidentiality of its own information;

f) refrain from using the Information, in whole or in part, for any purpose or under any conditions other than those set out in the Agreement, without the prior written consent of the Disclosing Party;

g) refrain from disclosing the Information to any third party or to any persons other than those referred to in paragraphs b) and c) above, strictly subject to the condition that such disclosure is necessary.

By way of exception to the foregoing, each Party expressly authorises the other Party to disclose the Confidential Information to the companies of its group within the meaning of Articles L. 233-3 et seq. of the French Commercial Code.

ARTICLE 4 – CONFIDENTIALITY OF THE EXISTENCE OF THE AGREEMENT

The Parties agree that the existence, signature, content and subject matter of the discussions taking place under the Agreement constitute Confidential Information.

Accordingly, no Party may disclose to third parties, without the prior written consent of the other Party, the fact that such an Agreement has been entered into, nor the existence of discussions relating to the Project, save where required by law or regulation or by a competent authority.

ARTICLE 5 – COMMUNICATION AND ANNOUNCEMENTS

Neither Party may make, permit or authorise any communication, public announcement or disclosure of information, in any form whatsoever, relating to the Project or to the Agreement, without the prior written consent of the other Party.

This obligation applies in particular to any communication to third parties, the media, non-competent authorities, investors, or to any internal or external publication.

By way of exception, each Party may make such a communication where it is required to do so under a legal or regulatory obligation or a decision of a competent authority, subject to giving prior notice to the other Party insofar as possible.

ARTICLE 6 – REMEDIES

Each Party acknowledges that failure to comply with the provisions of the Agreement is liable to cause damage to the Disclosing Party and that, without prejudice to any available remedies to obtain compensation for the damage suffered, the Disclosing Party shall be free to take any urgent measures necessary to put an end to the breach.

ARTICLE 7 – RETURN OF DOCUMENTS

Upon written request from the Disclosing Party to the Receiving Party:

a) the Receiving Party shall return, or where applicable ensure the return by any person or company to which the Information has been disclosed, of all documents provided by the Disclosing Party containing Confidential Information, together with any copies that may have

been made of such documents. Where such Information is deleted, the Receiving Party shall provide the Disclosing Party with evidence of its destruction. For the purposes hereof, the term "document" includes any medium, including any IT medium capable of storing data and information;

b) and/or the Receiving Party shall delete or destroy, or cause to be deleted or destroyed by any person or company to which the Information has been disclosed, all or part of the Confidential Information stored in databases or by any other technical means. Such deletion must also be evidenced.

The Receiving Party may, in compliance with the obligations set out in the Agreement, refrain from returning or destroying Information (i) which it is required to retain under applicable law and/or in order to comply with regulations, or (ii) which is quoted or summarised in an internal report of the Receiving Party and/or in any document that has formed the basis for a decision.

ARTICLE 8 – LEGAL RELATIONSHIP

The exchange by the Parties, following the signature of the Agreement, of Confidential Information may not be regarded as an offer or a basis for negotiation, nor as creating any contractual relationship between the Parties.

The disclosure of Confidential Information may not be regarded as granting any rights or licence over all or part of such Information, which shall in all cases remain the exclusive property of the Disclosing Party.

ARTICLE 9 – ASSIGNMENT OF RIGHTS AND *INTUITU PERSONAE* NATURE

No provision of the Agreement may be construed as granting any intellectual or industrial property right held directly or indirectly by either Party, with the exception of the right to use the Confidential Information for the purposes of the Agreement.

The Agreement is entered into *intuitu personae*, in consideration of the identity of the Parties.

Accordingly, neither Party may assign, transfer, contribute or convey, in any manner whatsoever, all or part of its rights and obligations under the Agreement to a third party without the prior written consent of the other Party.

By way of exception to the foregoing, each Party remains authorised to disclose the Confidential Information to the companies of its group, under the conditions set out in Article 3, without this constituting an assignment within the meaning of this Article.

Any assignment or transfer carried out in breach of this Article shall be deemed null and void.

ARTICLE 10 – TERM

The Agreement shall enter into force on the date of its signature for a term of two (2) years.

The obligations it contains shall apply to the Information exchanged during the period of discussions preceding the signature of the Agreement.

However, the restrictions relating to the disclosure of Confidential Information shall continue to apply until the expiry of the fifth year from the date of expiry of the Agreement, for whatever reason.

Should it occur, during or at the end of such period or of any extension thereof, that the discussions prove unsuccessful and are abandoned, for whatever reason, each Party irrevocably undertakes not to claim from the other Party or Parties any compensation on any grounds whatsoever, save in the event of a breach by the latter of its confidentiality undertaking.

The Agreement may be terminated by either Party at any time and as of right, by sending a registered letter with acknowledgement of receipt. In such case, termination of the Agreement shall take effect immediately upon receipt of such registered letter.

ARTICLE 11 – MISCELLANEOUS PROVISIONS AND VALIDITY OF THE AGREEMENT

The Agreement may only be amended by mutual agreement formalised in writing by the authorised representatives of the Parties.

Notices relating to amendments must be given in accordance with the provisions set out below.

Any formal notice relating to the Agreement must be given in writing by any means allowing receipt to be acknowledged, in particular by registered letter with acknowledgement of receipt or by email with acknowledgement of receipt or read receipt.

Notices shall be sent to the contact details set out in the Agreement or to any other address notified in writing by either Party.

Any notice shall take effect upon receipt.

If any provision of the Agreement is declared void, unlawful or unenforceable by a court of competent jurisdiction, such invalidity, unlawfulness or unenforceability shall not affect the validity of the remaining provisions of the Agreement.

The Parties undertake to consult with each other in good faith in order to replace the invalid provision with a valid provision having a legal and economic effect as close as possible to that initially intended.

ARTICLE 12 – JURISDICTION

The Agreement shall be governed by French law. Any dispute relating to the formation, interpretation, performance or validity of the Agreement shall be submitted to the competent Court of Nanterre, failing an amicable settlement within one (1) month from the sending of a registered letter with acknowledgement of receipt by the Party invoking the difficulty.

ARTICLE 13 – ELECTRONIC SIGNATURE

In accordance with paragraph 4 of Article 1375 of the French Civil Code, the Agreement is executed in a single original digital counterpart, a copy of which shall be delivered to each Party directly by the electronic signature platform used by the Parties. This counterpart constitutes the original of the said document and written evidence within the meaning of Article 1365 of the French Civil Code, having the same probative value as a handwritten signature on paper in accordance with Article 1366 of the French Civil Code.

The Parties have signed the Agreement in a single counterpart by electronic signature.

Executed in _____ on (date of signature by the last Party to sign)

For "**ELENGY**"

Signature

For "**X**"

Signature