[To be printed on Third Party’s Letterhead]

**Letter of Agreement**

[Insert full name and address of all the relevant Techint E&C companies entering the Agreement or business with you / your company (all of them referred as “Techint E&C”).]

Dear Sirs,

I, the undersigned, hereby confirm, on behalf of [insert legal name of the Third Party] (the “Advisor”) and its Personnel or Representatives (both terms as defined below), performing any work in connection with the commercial relationship or agreement that might be entered into between Techint E&C and the Advisor, that:

1. The Advisor, its directors, officers and employees (“Personnel”) and any subsidiaries, affiliates, agents, subcontractors or representatives (“Representatives”) performing any work for Techint E&C[[1]](#footnote-1), shall comply with all the applicable laws and regulations, the principles and standards contemplated under Techint E&C’s Code of Conduct for Suppliers and Techint E&C’s Policy on Business Conduct (which are hereby attached);
2. The Advisor and its Personnel and Representatives acknowledge that Techint E&C is or may be subject to the requirements of various national laws prohibiting corruption and bribery and that failure by the Advisor and/or its Personnel or Representatives to comply with such laws and the general standards and principles contained in the Techint E&C’s Code of Conduct for Suppliers and Techint E&C´s Policy on Business Conduct, could result in substantial criminal and civil liability for Techint E&C and/or its directors, officers, employees or Affiliates[[2]](#footnote-2) ;
3. The Advisor has not in the past provided any corrupt payment, gratuity, emolument, bribe, kickback, or other improper benefit, to any person and have not otherwise engaged in any activity prohibited under the U.S. Foreign Corrupt Practices Act (FCPA) or under any other applicable anti-bribery laws, rules or regulations;
4. The Advisor has no knowledge of any past, current or future, actual or potential, conflict with, or violation of, any anti-bribery laws involving the Advisor or its Personnel and/or Representatives;
5. The Advisor shall notify Techint E&C immediately if, at any time, becomes aware of any past, current or future act resulting in an actual or potential conflict with the Techint E&C´s Code of Conduct for Suppliers the Techint E&C´s Policy on Business Conduct or any anti-bribery laws (including FCPA);
6. The Advisor shall not, and shall cause its Personnel and Representatives not to, directly or indirectly through third parties, pay, promise or offer to pay, or authorize the payment of, any money or give any promise or offer to give, or authorize the giving of, or request, accept, or agree to accept anything of value or any advantage, to or from any person (including Public Officials[[3]](#footnote-3) or Private Persons[[4]](#footnote-4) as herein defined), to (i) obtain (whether from such Public Official, Private Person or his/her employer or any other person or entity) a contract or other business, (ii) direct a contract or other business to any person or entity, (iii) retain business, or (iv) obtain or retain any advantage in the course of business, by:
7. influencing any act, decision or omission;
8. inducing to do or omit to do any act in violation of their lawful duty;
9. securing any improper advantage; or
10. inducing someone to affect or influence any act or decision of another person
11. The Advisor declares that no member of its Personnel or its Representatives is or was a Public Official or has a family member that is or was a Public Official, who might, because of its position, improperly influence, otherwise affect or in any situation gain any undue advantage in connection with the performance of services for Techint E&C;
12. The Advisor shall keep books, accounts and records that in reasonable detail accurately and fairly reflect the transactions and payments made in connection with the commercial relationship between Techint E&C and the Advisor and not make or allow, in connection with such relationship, any off-the-books accounts, inadequately identified transactions, recording of non-existent expenditures, or the entry of liabilities with incorrect identification of their object or the use of false documents;
13. Upon reasonable prior notice, the Advisor shall give access to Techint E&C’s representatives or to any third party appointed by Techint E&C, to Advisor’s books and records to verify compliance with the obligations assumed under this document and any commercial relationship that might be entered into between Techint E&C and the Advisor, including, but not limited to, compliance with anti-bribery obligations. To ensure that Techint E&C is given full access to the Advisor’s Representatives’ book and records, the Advisor shall include in its agreements with Representatives provisions similar and in no case less stringent as the one contemplated in this section (ix);
14. The Advisor shall retain all accounts and records pertaining to the services rendered to Techint E&C for a period of ten (10) years after the date in which the relevant services were rendered;
15. The Advisor shall keep confidential all the information to which the Advisor, its Personnel and/or its Representatives, may have access in the performance of work for or services to Techint E&C (even if such information is not marked or otherwise identified as confidential or is not specifically about Techint E&C or its Affiliates), and shall act to prevent its misuse, theft, fraud, or improper disclosure. The Advisor and its Personnel and Representatives shall use the information they may receive or to which they may have access in a legitimate way, for the specific purpose it was disclosed, received or accessed and always in accordance with the provisions of applicable laws (including without limitation, regulations on antitrust, consumers' protection, data privacy, etc.). The Advisor and its Personnel and Representatives acknowledge that misuse, dishonest, unauthorized, illegal or improper use of any information, even if the same benefits or otherwise results in an advantage to Techint E&C, is not allowed, shall not be tolerated and shall be considered as a serious infringement by Techint E&C;
16. The Advisor represents and warrants that all information provided to Techint E&C prior to entering the commercial relationship and during its term, whether requested or not by Techint E&C, is and will be true and correct. The Advisor shall update the information provided to Techint E&C, at any time upon Techint E&C’s request or promptly whenever any changes may cause such information to be false, outdated, inaccurate or incomplete at any time after the date in which it was originally submitted from us to Techint E&C. The Advisor acknowledges that Techint E&C may conduct background searches or other kind of investigations in the Advisor’s respect, by itself or by appointing any third party;
17. The Advisor acknowledges that the declarations, commitments and acknowledgements contemplated herein will be used and processed by Techint E&C and its Affiliates as part of the information gathered for the assessment of the commercial relationship between Techint E&C and the Advisor. In such regard, the Advisor expressly authorizes Techint E&C to share and transfer this letter to its Affiliates (even to those located outside the country where this letter has been signed) for the purpose described in this paragraph;
18. The Advisor shall inform its Personnel and Representatives on Techint E&C’s Code of Conduct for Suppliers and Techint E&C’s Policy on Business Conduct, and shall provide adequate training on the standards of such Code of Conduct for Suppliers and Policy on Business Conduct and shall monitor compliance by our Personnel and Representatives with the obligations assumed under this document;
19. The Advisor agrees to provide full disclosure of the existence and terms of this document and the contractual relationship between the Advisor and Techint E&C at any time and for any reason to whomever Techint E&C determines has a legitimate need to know such terms for purposes of complying with this provision;
20. The Advisor consents to Techint E&C reporting to any governmental authority any violation or suspected violation of the obligations assumed by it hereunder and agree and commit to comply and cooperate with any inquiry or investigation by or on behalf of Techint E&C or any governmental authority relating to compliance with, or a breach of, the obligations assumed hereunder or under any applicable law or anti-corruption provision;
21. The Advisor acknowledges and understands that no Techint E&C´s employee or representative has or will have authority to give any express or implied direction, whether written or oral, authorizing the Advisor, its Personnel or its Representatives to make any commitment to any third party on behalf of Techint E&C in violation of the commitments set forth in this letter;
22. The Advisor shall ensure that all of the Advisor’s Personnel and Representatives are engaged on terms which are consistent with this document, including without limitation terms relating to anti-bribery, confidentiality and data protection and that all of them shall perform services to Techint E&C in accordance with such provisions;
23. The Advisor acknowledges that Techint E&C may suspend any commercial agreement or transaction entered into by and between the Advisor and Techint E&C if Techint E&C knows of, or suspects, any violation of the obligations assumed by it hereunder, and Techint E&C shall be entitled to immediately terminate any commercial agreement or transaction between the Advisor and Techint E&C without any liability to Techint E&C (including any obligation to pay any fees or expenses otherwise due and owing to it) upon learning of any violation of the commitments assumed hereunder. Termination or suspension by Techint E&C under this paragraph will be without prejudice to any claim that Techint E&C or its Affiliates may have against the Advisor or any other person, whether in relation to any breach of any commitments hereunder, the obligations assumed under any commercial agreement or transaction, or otherwise.

Yours truly,

|  |  |
| --- | --- |
| **Signature:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Name:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Position:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Date:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Company:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Address:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

1. *For purposes of this document “Techint E&C” refers to Techint E&C S.A. and its Affiliates.* [↑](#footnote-ref-1)
2. *For purposes of this document “Affiliate” means any person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person. For the purposes of this definition, "control" when used with respect to any specified person means the power to direct the management and policies of such person directly or indirectly, through the ownership of voting securities or the right to elect the majority of the members of the board of directors of such person; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.* [↑](#footnote-ref-2)
3. *For purposes of this document, “Public Official” means (A) any officer or employee**, or any person* *representing or acting on behalf of any state**, government, or* *public international organization* *(for example the World Bank or the United Nations),* *any* *division, department, ministry, agency,* *or instrumentality (including corporations or* *other* *entities* *owned,* *controlled* *or operated for the benefit**) of such* *governmental authority**, or (B)* *any political party’s official or candidate* *for public office.*

   1. *Corporations or similar entities “controlled” by a state or government shall include any entity, regardless of its legal form, over which a state or government may, directly or indirectly, exercise a dominant influence. This is deemed to be the case, among others, when the state or government holds the majority of the entity’s subscribed capital, controls the majority of votes attaching to securities issued by the entity or can appoint a majority of the members of the entity’s administrative or managerial body or supervisory board**.*
   2. *“Public Official” also includes a child, spouse, parent or sibling of a Public Official. The definition includes any relative of such Public Official up to the third degree and any person cohabiting with him/her. Whenever “Public Official” is used in this document,* *it* *should* *be understood as* *to include all of the above**,* *and to include officials in any country* *where Techint E&C does business* *or is represented.*

   [↑](#footnote-ref-3)
4. *For purposes of this document, “Private Person”* *means and includes (A) any natural person of any citizenship or nationality who is an employee or representative of a corporation, partnership, association or other legal entity organized or existing under the laws of any country or jurisdiction, whether for profit or not for profit, with which Techint E&C intends to do or does business; and (B) any child, spouse, parent or sibling of any such person.* [↑](#footnote-ref-4)