



**U.S. Department of Justice**

Criminal Division

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March 14, 2011

Robert J. Giuffra, Jr., Esq.  
Sullivan & Cromwell LLP  
125 Broad Street  
New York, New York 10004-2498

Re: Tenaris, S.A.

Dear Mr. Giuffra:

On the understandings specified below, the United States Department of Justice, Criminal Division, Fraud Section (the "Department") will not criminally prosecute Tenaris, S.A., a corporation organized under the laws of Luxembourg and headquartered in Luxembourg, and its subsidiaries and affiliates (collectively "Tenaris" or the "Company") for any crimes (except for criminal tax violations, as to which the Department does not make any agreement) related to Tenaris's knowing violations of the anti-bribery and books and records provisions of the Foreign Corrupt Practices Act ("FCPA"), Title 15, United States Code, Sections 78dd-1, 78m(b)(2)(A), 78(m)(b)(5) and 78ff(a) arising from and related to the making of improper payments by employees and agents of Tenaris to officials of OJSC O'zashqineftgaz, an Uzbekistan state-controlled oil and gas production company, and the accounting and record-keeping associated with these improper payments, as described in Appendix A attached hereto, which is incorporated herein by reference. The Department enters into this Non-Prosecution Agreement based, in part, on the following factors: (a) Tenaris's timely, voluntary, and complete disclosure of the conduct described in Appendix A; (b) Tenaris's extensive, thorough, real-time cooperation with the Department and the United States Securities and Exchange Commission ("SEC"); (c) subsequent to its voluntary disclosure of certain conduct unrelated to Uzbekistan, but prior to discovery of the unlawful conduct related to Uzbekistan set forth in Appendix A, Tenaris's voluntary investigation of the Company's business operations throughout the world, specifically including the thorough and effective manner in which this investigation was carried out and information was disclosed to the Department and SEC; (d) Tenaris's remedial efforts already undertaken and to be undertaken, including voluntary enhancements to its compliance program; and (e) Tenaris's commitment to implement enhanced compliance measures described in Appendix B (Corporate Compliance Program).

It is understood that Tenaris admits, accepts, and acknowledges responsibility for the conduct of its employees, agents, and subsidiaries set forth in Appendix A, and agrees not to make any public statement contradicting Appendix A.

This Agreement does not provide any protection against prosecution for any crimes except as set forth above, and applies only to Tenaris and its subsidiaries and not to any other entities or to any individuals. Tenaris expressly understands that the protections provided under this Agreement shall not apply to any acquirer or successor entities unless and until such acquirer or successor formally adopts and executes this Agreement.

This Agreement shall have a term of two years from the date of this Agreement, except as specifically provided in the following paragraph. It is understood that for the two-year term of this Agreement, Tenaris shall: (a) commit no criminal violation of United States federal or state law; (b) truthfully and completely disclose non-privileged information with respect to the activities of Tenaris, its officers and employees, and others concerning all matters about which the Department inquires of it, which information can be used for any purpose, except as otherwise limited in this Agreement; and (c) bring to the Department's attention all conduct by, or criminal investigations of, Tenaris or any of its employees that violates United States federal or state criminal law or any non-United States fraud or anticorruption law, or any investigation of any such conduct, that comes to the attention of Tenaris's senior management, as well as any administrative proceeding or civil action brought by any governmental authority that alleges fraud or corruption by or against Tenaris.

Until the date upon which all investigations and any prosecution arising out of the conduct described in this Agreement are concluded, whether or not they are concluded within the term of this Agreement, Tenaris shall: (a) cooperate fully with the Department, the Federal Bureau of Investigation, the SEC, and any other law enforcement agency designated by the Department; (b) assist the Department in any investigation or prosecution arising out of the conduct described in this Agreement by providing logistical and technical support for any meeting, interview, grand jury proceeding, or any trial or other court proceeding; (c) use its best efforts promptly to secure the attendance and truthful statements or testimony of any officer, agent, or employee at any meeting or interview or before the grand jury or at any trial or other court proceeding; and (d) provide the Department, upon request, all non-privileged information, documents, records, or other tangible evidence about which the Department or any designated law enforcement agency inquires.

It is understood that Tenaris has agreed to pay a monetary penalty in the amount of \$3,500,000. This substantially reduced monetary penalty reflects the Department's determination to meaningfully credit Tenaris for its extraordinary cooperation with the Department, including its timely and voluntary disclosure, its subsequent investigation, and the effective manner in which Tenaris conveyed information to the Department and the SEC. Tenaris agrees to pay this monetary penalty to the United States Treasury within ten days of the signing of this agreement. The \$3,500,000 penalty is final and shall not be refunded. Tenaris acknowledges that no tax deduction may be sought in connection with this payment.

It is understood that Tenaris will strengthen its compliance, bookkeeping, and internal control standards and procedures, as set forth in Appendix B.

It is understood that, if the Department in its sole discretion determines that Tenaris has committed any criminal violation of United States federal or state law after signing this

Agreement, that Tenaris has given false, incomplete, or misleading testimony or information at any time, or Tenaris otherwise has violated any provision of this Agreement, Tenaris shall thereafter be subject to prosecution for any violation of federal law which the Department has knowledge, including perjury and obstruction of justice. Any such prosecution that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against Tenaris, notwithstanding the expiration of the statute of limitations during the term of this Agreement plus one year. Thus, by signing this agreement, Tenaris agrees that the statute of limitations with respect to any prosecution that is not time-barred as of the date of this Agreement is signed shall be tolled for the term of this Agreement plus one year.

It is understood that, if the Department in its sole discretion determines that Tenaris has committed any criminal violation of United States federal or state law after signing this Agreement, that Tenaris has given false, incomplete, or misleading testimony or information, or that Tenaris otherwise has violated any provision of this Agreement: (a) all statements made by Tenaris to the Department or other designated law enforcement agents, including Appendix A hereto, and any testimony given by Tenaris before a grand jury or other tribunal, whether before or after the signing of this Agreement, and any leads from such statements or testimony, shall be admissible in evidence in any criminal proceeding brought against Tenaris; and (b) Tenaris shall assert no claim under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, or any other federal rule that such statements or any leads therefrom are inadmissible or should be suppressed. By signing this Agreement, Tenaris waives all rights in the foregoing respects.

It is further understood that this Agreement does not bind any federal, state, local, or foreign prosecuting authority other than the Department. The Department will, however, bring the cooperation of Tenaris to the attention of other prosecuting and investigative offices, if requested by Tenaris.

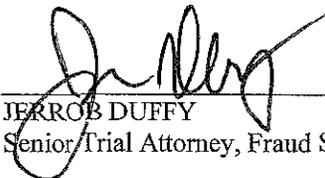
It is further understood that Tenaris and the Department may disclose this Agreement to the public.

With respect to this matter, from the date of execution of this Agreement forward, this Agreement supersedes all prior, if any, understandings, promises, and/or conditions between the Department and Tenaris. No additional promises, agreements, or conditions have been entered into other than those set forth in this Agreement and none will be entered into unless in writing and signed by all parties.

Sincerely,

DENIS J. McINERNEY  
Chief, Fraud Section

By:

  
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JERROB DUFFY  
Senior Trial Attorney, Fraud Section

AGREED AND CONSENTED TO:

Tenaris S.A.

By:



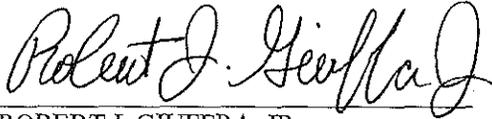
RICARDO SOLER  
Chief Financial Officer

March 23, 2011

Date

APPROVED:

By:



ROBERT J. GIUFFRA, JR.  
Sullivan & Cromwell LLP  
Attorney for Tenaris Corporation

March 29, 2011

Date

## APPENDIX A

### STATEMENT OF FACTS

The following Statement of Facts is incorporated by reference as part of the non-prosecution agreement, dated March 14, 2011, between the United States Department of Justice, Criminal Division, Fraud Section (the "Department") and Tenaris S.A. and its subsidiaries (collectively, "Tenaris"). The Department and Tenaris agree that the following facts are true and correct:

#### *Tenaris S.A.*

1. Tenaris was a corporation organized under the laws of Luxembourg. Tenaris was a global manufacturer and supplier of steel pipe products and related services to the oil and gas industry throughout the world. Tenaris had annual revenues in excess of \$12 billion in 2008 and had more than 24,000 employees worldwide. Tenaris conducted operations in 12 countries, and its customers included the world's leading oil and gas companies, as well as engineering companies engaged in oil and gas gathering, transportation, and processing facilities.

2. Tenaris was publicly traded on the New York Stock Exchange, issued and maintained a class of publicly traded securities registered pursuant to Section 12(b) of the Exchange Act, and was required to file periodic reports with the United States Securities and Exchange Commission ("SEC") under Section 13 of the Securities Exchange Act of 1934, Title 15, United States Code, Section 781 ("Exchange Act"). Accordingly, Tenaris was an "issuer" within the meaning of the Foreign Corrupt Practices Act ("FCPA"), Title 15, United States Code, Section 78dd-1 and 78m(b)(2). By virtue of its status as an issuer within the meaning of the FCPA, Tenaris was required to make and keep books, records, and accounts which, in reasonable detail, accurately and fairly reflected the transactions and disposition of assets of Tenaris and its subsidiaries.

3. Tenaris's operations included supplying steel pipe and related services in the Caspian Sea region, including Uzbekistan. The Caspian Sea region accounted for an average of approximately 5% (\$77.5 million) of Tenaris's global oilfield services sales and approximately 1% of Tenaris's total global sales and services from 2003 to 2008. Tenaris did not have an office in Uzbekistan or Turkmenistan. Its Caspian Sea business was run from offices in Azerbaijan and Kazakhstan.

4. Tenaris obtained oilfield services business in the Caspian Sea region in part by bidding on contracts solicited by state-owned companies or governmental agencies to provide pipeline used in the development and production of oil and natural gas. Tenaris often used agents to assist in bidding on government contracts in the Caspian Sea region.

*OAO Contracts 2006-2007*

5. Between in or around April 2006 and in or around May 2007, Tenaris bid on a series of contracts with OJSC O'ztashqineftgaz ("OAO") to supply OAO with steel pipe for use in the development and production of oil and natural gas in Uzbekistan. OAO was a wholly owned subsidiary of Uzbekneftegaz, the state holding company of Uzbekistan's oil and gas industry. During the relevant period, Uzbekneftegaz and OAO were wholly owned by the Government of Uzbekistan. OAO was an agency and instrumentality of the Government of Uzbekistan and its employees were "foreign officials" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

6. In or around December 2006, Tenaris was introduced to a potential agent ("OAO Agent") to help Tenaris bid on additional contracts with OAO. As an incentive to retain the OAO Agent, the OAO Agent offered Tenaris access to confidential bidding information of competitors obtained from officials in OAO's tender department, who would allow Tenaris to submit revised bids after reviewing this confidential information. Tenaris would use the confidential competitor bid information to submit revised bids in order to increase the likelihood of Tenaris being awarded the underlying contract.

7. In or around December 2006, employees of Tenaris, Employees A, B, C, and D, exchanged emails in which they discussed the scheme. For example, on or about December 25, 2006, Employee A sent an email to Employees B, C and D, describing the "service" that Tenaris would obtain from the OAO Agent as follows:

So dirty game is when . . . people from the [OAO] tender department . . . can carefully open required bids and check the prices and deliveries of competitors and advise you where you need to be lower and where you need to be higher . . . And if you decide to revise your prices & delivery, it can be done and physically your commercial offer will be replaced by a revised offer and envelope will be sealed again. But this is very risky for them also, because if people caught while doing this they will go automatically to jail. So as [OAO Agent] said, that's why this dirty service is expensive. . . .

8. Employee B, who was the Tenaris Regional Sales Director for the Caspian Sea region, was the most senior Tenaris employee involved in the scheme. Employees A, B, C, and D were citizens of countries other than the United States. Employees A, B, C, and D were each "employees" and "agents" of an issuer, Tenaris, within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(a).

9. In or around January 2007, Tenaris entered into an agreement with the OAO Agent to use its services in bidding on OAO contract M-07-53. Employees A, B, C, and D understood that the "services" would include access to competitors' confidential bids through OAO's tender department. Tenaris agreed to pay the OAO Agent a fee of 3.5% for these "services" related to that contract. Employees A, B, C, D, were aware or substantially certain

that all or a portion of such money would be offered by the OAO Agent to one or more OAO employees. The OAO Agent was an "agent" of an issuer, Tenaris, within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(a).

10. In email correspondence, Tenaris employees A, B, C, and D used coded language when discussing the "service" provided by the OAO Agent and characterized the arrangement as illegal activity. In this matter, the term "left-handed" was used in reference to the illegal activities of the OAO Agent.

11. In or around February 2007, Tenaris bid on contract M-07-53, utilizing the OAO Agent to obtain competitors' confidential bid information from OAO officials and thereafter submitting a revised bid to OAO through the officials who were cooperating with the OAO Agent. On or about April 30, 2007, Tenaris was awarded contract M-07-53, which was valued at approximately \$2,719,720, to supply pipe for oil and gas development in Uzbekistan.

12. Between April 2007 and May 2007, using the OAO Agent, Tenaris bid on three additional contracts to supply steel pipe for oil and gas development -- contracts M-07-70, M-07-71 and M-07-72. In bidding on those contracts, Tenaris obtained its competitors' confidential bid information from OAO officials and submitted revised bids to those officials utilizing the confidential bid information. On or about May 22, 2007, Tenaris was awarded contracts M-07-70, M-07-71 and M-07-72 and thereafter agreed to pay the OAO Agent a 3% commission related to each contract.

13. Under contract M-07-70, OAO paid Tenaris approximately \$1,499,367. Under contract M-07-71, OAO paid Tenaris approximately \$6,378,657, and under contract M-07-72, OAO paid Tenaris approximately \$8,797,980.

#### *Use of Interstate Commerce To Further Scheme*

14. Tenaris agreed to pay the OAO Agent commissions with respect to M-07-53, M-07-70, M-07-71 and M-07-72. In making such payments, Tenaris made use of the means and instrumentalities of interstate commerce in furtherance of the scheme. For example, Tenaris caused a payment to be made to the OAO Agent on or about July 2, 2007, via wire transfer of approximately \$32,140.67 through an intermediary bank, Wachovia Bank NY International, New York, New York, account number 3XXXXXX1.

15. Employees A, B, C, and D understood that a portion of the commission it paid to the OAO Agent for services related to contracts M-07-53, M-07-70, M-07-71 and M-07-72 would be used to bribe OAO officials for opening competitors' bids, providing confidential bid information to Tenaris, and replacing Tenaris's original bids with its revised bids.

16. The conduct of the OAO officials in providing Tenaris with confidential bid information and allowing Tenaris to resubmit revised bids was in violation of the OAO officials' lawful duty and was done in order to assist Tenaris in obtaining or retaining business in Uzbekistan.

### *Additional Improper Conduct To Avoid Detection*

17. In or around November 2007, Employees A, B, C, and D exchanged emails indicating that, according to the OAO Agent, Tenaris' competitors in Uzbekistan had complained to an Uzbekistani government agency, Uzbekekspertiza JSC ("Uzbekekspertiza"), that the bidding process for contracts M-07-70, M-07-71, and M-07-72 was corrupted. Uzbekekspertiza was an agency and instrumentality of the Government of Uzbekistan and its employees were "foreign officials" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

18. Uzbekekspertiza had the authority to cause an investigation of the bidding process in which Tenaris bid for contracts M-07-70, M-07-71, and M-07-72. The ultimate outcome of such an investigation could have resulted in the bidding process for those contracts being reopened and Tenaris being barred from bidding on any contracts in Uzbekistan in the future.

19. In an effort to avert the potential investigation of the bidding process, the OAO Agent recommended to Tenaris that the OAO Agent make an improper payment to Uzbekekspertiza officials to refrain from recommending the investigation against Tenaris or reopening the bidding process to Tenaris's competitors. According to emails, the OAO Agent told Tenaris that Uzbekekspertiza officials had agreed to "close their eyes" in exchange for the proposed payment.

20. Employees A, B, C, and D agreed to pay the recommended payment to Uzbekekspertiza officials to avert an investigation into the bidding process of contracts M-07-70, M-07-71 and M-07-72. The authorization of a payment to the Uzbekekspertiza officials as recommended by the OAO Agent, was made to assist Tenaris in retaining business in Uzbekistan. The investigation did not uncover evidence that any such payment was made.

21. In the summer of 2008, contract M-07-70 and all outstanding portions of contract M-07-72 were canceled by OAO. In total, OAO paid Tenaris approximately \$2,697,598 on contract M-07-53, \$4,585,312 on contract M-07-71, and \$1,651,663 on contract M-07-72. Tenaris's profit on OAO contracts M-07-53, M-07-71, and M-07-72 was approximately \$4,786,438.

### *Books and Records*

22. From at least 2007 through 2009, the books, records and accounts reflecting Tenaris's transactions discussed above, related to revenues from the OAO contracts and payments to foreign officials, were incorporated into Tenaris's consolidated year-end financial statements for these respective years.

23. From at least 2007 through 2009, Tenaris knowingly failed to make and keep books, records, and accounts that accurately and fairly reflected Tenaris's transactions described above related to the OAO contracts and the payments to the OAO Agent.

### *Disclosure and Investigation of Improper Activity*

24. In or about March 2009, a third party disclosed to Tenaris information indicating that certain sales agency payments were made by Tenaris in relation to business in a country other than Uzbekistan. These payments appeared to be for an improper purpose. In response to this information, Tenaris's Audit Committee retained outside counsel to investigate the allegations. Thereafter, in a Form 20-F filed with the SEC on or about June 30, 2009, Tenaris disclosed information related to these allegations. Tenaris also made a prompt, full disclosure of the information to the United States Department of Justice, Criminal Division, Fraud Section ("Department") and the SEC concerning the allegations.

25. In or around July 2009, counsel for Tenaris met with the Department and the SEC, and disclosed preliminary findings of the internal investigation. Such disclosure was related to facts known to Tenaris at the time but was not related to transactions in Uzbekistan. Tenaris's counsel also informed the Department and the SEC that it would conduct a thorough, world-wide investigation of its business operations and internal controls and would report the findings to the Department and the SEC. Tenaris's investigation plan included significant collection and review of a substantial quantity of electronic and paper records from the company and third parties from multiple locations around the world, translation of all relevant materials into English, subsequent interviews of relevant personnel including senior executives and third parties, and review and testing of internal controls and compliance procedures.

26. In or around June 2010, Tenaris disclosed the factual findings from its internal investigation in a thorough, complete and useful manner to the Department and the SEC. As a result of its internal investigation, Tenaris discovered facts and transactions in Uzbekistan that constitute the violations set forth above. Tenaris voluntarily engaged in certain remediation efforts to include termination and disciplinary measures of the persons involved. Tenaris also thoroughly reviewed its pre-existing compliance program and applicable internal controls, and undertook voluntary, affirmative steps to update and improve its compliance program and to implement enhanced compliance measures and controls. Tenaris also agreed to provide real and meaningful cooperation with the Department, the SEC, and any law enforcement agency in connection with this matter.

## APPENDIX B

### CORPORATE COMPLIANCE PROGRAM

In order to address any deficiencies in its internal controls, policies, and procedures regarding compliance with the Foreign Corrupt Practices Act ("FCPA"), Title 15, United States Code, Sections 78dd-1, *et seq.*, and other applicable anti-corruption laws, Tenaris S.A. and its subsidiaries (collectively, "Tenaris" or the "company") agrees to continue to conduct, in a manner consistent with all of its obligations under this Agreement, appropriate reviews of its existing internal controls, policies, and procedures.

Where necessary and appropriate, Tenaris agrees to adopt new or to modify existing internal controls, policies, and procedures in order to ensure that it maintains: (a) a system of internal accounting controls designed to ensure that Tenaris makes and keeps fair and accurate books, records, and accounts; and (b) a rigorous anti-corruption compliance code, standards, and procedures designed to detect and deter violations of the FCPA and other applicable anti-corruption laws. At a minimum, this should include, but not be limited to, the following elements to the extent they are not already part of the company's existing internal controls, policies, and procedures:

1. Tenaris will develop and promulgate a clearly articulated and visible corporate policy against violations of the FCPA, including its anti-bribery, books and records, and internal controls provisions, and other applicable foreign law counterparts (collectively, the "anti-corruption laws,"), which policy shall be memorialized in a written compliance code.

2. Tenaris will ensure that its senior management provide strong, explicit, and visible support and commitment to its corporate policy against violations of the anti-corruption laws and its compliance code.

3. Tenaris will develop and promulgate compliance standards and procedures designed to reduce the prospect of violations of the anti-corruption laws and Tenaris's compliance code, and Tenaris will take appropriate measures to encourage and support the observance of ethics and compliance standards and procedures against foreign bribery by personnel at all levels of the company. These anti-corruption standards and procedures shall apply to all directors, officers, and employees and, where necessary and appropriate, outside parties acting on behalf of Tenaris in a foreign jurisdiction, including but not limited to, agents and intermediaries, consultants, representatives, distributors, teaming partners, contractors and suppliers, consortia, and joint venture partners (collectively, "agents and business partners"), to the extent that agents and business partners may be employed under Tenaris's corporate policy. Tenaris shall notify all employees that compliance with the standards and procedures is the duty of individuals at all levels of the company. Such standards and procedures shall include policies governing:

- a. gifts;

- b. hospitality, entertainment, and expenses;
- c. customer travel;
- d. political contributions;
- e. charitable donations and sponsorships;
- f. facilitation payments; and
- g. solicitation and extortion.

4. Tenaris will develop these compliance standards and procedures, including internal controls, ethics, and compliance programs on the basis of a risk assessment addressing the individual circumstances of the company, in particular the foreign bribery risks facing the company, including, but not limited to, its geographical organization, interactions with various types and levels of government officials, industrial sectors of operation, involvement in joint venture arrangements, importance of licenses and permits in the company's operations, degree of governmental oversight and inspection, and volume and importance of goods and personnel clearing through customs and immigration.

5. Tenaris shall review its anti-corruption compliance standards and procedures, including internal controls, ethics, and compliance programs, no less than annually, and update them as appropriate, taking into account relevant developments in the field and evolving international and industry standards, and update and adapt them as necessary to ensure their continued effectiveness.

6. Tenaris will assign responsibility to one or more senior corporate executives of Tenaris for the implementation and oversight of Tenaris's anti-corruption policies, standards, and procedures. In addition to any other direct reporting required by the company, such corporate official(s) shall have direct reporting obligations to independent monitoring bodies, including internal audit, Tenaris's Board of Directors, or any appropriate committee of the Board of Directors, and shall have an adequate level of autonomy from management as well as sufficient resources and authority to maintain such autonomy.

7. Tenaris will ensure that it has a system of financial and accounting procedures, including a system of internal controls, reasonably designed to ensure the maintenance of fair and accurate books, records, and accounts to ensure that they cannot be used for the purpose of foreign bribery or concealing such bribery.

8. Tenaris will implement mechanisms designed to ensure that its anti-corruption policies, standards, and procedures are effectively communicated to all directors, officers, all employees working in Finance, Accounting, Internal Audit, Legal, Compliance, Sales, and Government Relations, all other employees working in positions involving activities implicated by Tenaris's policies regarding anti-corruption and compliance with the FCPA, and, where appropriate, agents and business partners. These mechanisms shall include: (a) periodic training for all directors, officers, and employees, and, where necessary and appropriate, agents and business partners; and (b) annual certifications by all such directors, officers, and employees, and, where necessary and appropriate, agents, and business partners, certifying compliance with the training requirements.

9. Tenaris will maintain, or where necessary establish, an effective system for:
  - a. Providing guidance and advice to directors, officers, employees, and, where appropriate, agents and business partners, on complying with Tenaris's anti-corruption compliance policies, standards, and procedures, including when they need advice on an urgent basis or in any foreign jurisdiction in which the company operates;
  - b. Internal and, where possible, confidential reporting by, and protection of, directors, officers, employees, and, where appropriate, agents and business partners, not willing to violate professional standards or ethics under instructions or pressure from hierarchical superiors, as well as for directors, officers, employee, and, where appropriate, agents and business partners, willing to report breaches of the law or professional standards or ethics concerning anti-corruption occurring within the company, suspected criminal conduct, and/or violations of the compliance policies, standards, and procedures regarding the anti-corruption laws for directors, officers, employees, and, where necessary and appropriate, agents and business partners; and
  - c. Responding to such requests and undertaking appropriate action in response to such reports.
10. Tenaris will institute appropriate disciplinary procedures to address, among other things, violations of the anti-corruption laws and Tenaris's anti-corruption compliance code, policies, and procedures by Tenaris's directors, officers, and employees. Tenaris shall implement procedures to ensure that where misconduct is discovered, reasonable steps are taken to remedy the harm resulting from such misconduct, and to ensure that appropriate steps are taken to prevent further similar misconduct, including assessing the internal controls, ethics, and compliance program and making modifications necessary to ensure the program is effective.
11. To the extent that the use of agents and business partners is permitted at all by Tenaris, it will institute appropriate due diligence and compliance requirements pertaining to the retention and oversight of all agents and business partners, including:
  - a. Properly documented risk-based due diligence pertaining to the hiring and appropriate and regular oversight of agents and business partners;
  - b. Informing agents and business partners of Tenaris's commitment to abiding by laws on the prohibitions against foreign bribery, and of Tenaris's ethics and compliance standards and procedures and other measures for preventing and detecting such bribery; and
  - c. Seeking a reciprocal commitment from agents and business partners.
12. Where necessary and appropriate, Tenaris will include standard provisions in agreements, contracts, and renewals thereof with all agents and business partners that are

reasonably calculated to prevent violations of the anti-corruption laws, which may, depending upon the circumstances, include: (a) anti-corruption representations and undertakings relating to compliance with the anti-corruption laws; (b) rights to conduct audits of the books and records of the agent or business partner to ensure compliance with the foregoing; and (c) rights to terminate an agent or business partner as a result of any breach of anti-corruption laws, and regulations or representations and undertakings related to such matters.

13. Tenaris will conduct periodic review and testing of its anti-corruption compliance code, standards, and procedures designed to evaluate and improve their effectiveness in preventing and detecting violations of anti-corruption laws and Tenaris's anti-corruption code, standards and procedures, taking into account relevant developments in the field and evolving international and industry standards.