

To whom it may concern,

Ref.: Trade Transparency

This note is intended to communicate the requirements and standards of trade transparency and ethics governing trade relations between FAdeA SA and its suppliers.

FAdeA SA is committed to maintaining the highest trade integrity and fair competition levels in its relationship with customers and suppliers. Therefore, all FAdeA SA suppliers and employees are expected to comply with this commitment, working at all times with honesty, fairness and personal integrity.

“Supplier” means any trading company, firm or other legal entity or natural person who sells, offers or provides goods or services to FAdeA SA. The concept reaches all individual actions of its representatives, employees, agents or leaders.

To ensure that its relationships with suppliers meet these standards at all times, FAdeA SA expects that all of them willingly comply with the requirements of trade transparency, and apply them in any exchange signed with the Company.

In order to fulfill the ethical and business standards in force, applicable to each organization and the transactions with FAdeA SA, the following Requirements of Trade Transparency are established:

1. To know, consider and abide by national and provincial law as well as internal regulations and policies of the organization.
2. To refrain from offering bribes, favors, gratuities, social activities or anything of value or benefit to members of FAdeA SA, understanding that it is prohibited to do so for suppliers, their representatives, employees, agents or executives with the purpose of obtaining favorable treatment. Similarly, members of FAdeA SA are also forbidden to ask for or accept such favors. This prohibition applies to relatives of suppliers and members of FAdeA SA as well.
3. To establish communications only with authorized members of the Purchasing area of FAdeA SA to deal with any business transaction (quotes, business proposals, negotiation of purchasing T&Cs, etc.). It is forbidden to send quotes and/or business proposals to any other company employee, without the participation and consent of FAdeA SA Purchasing area personnel, its CEO or members of its Board of Directors.
4. To refrain from participating in bids bid applying such practices as conventional price levelling, price fixing, differential pricing or other disloyal business practices that do not comply with antitrust laws.
5. To provide a product which conforms in all respects with the requirements, and terms and conditions stipulated in the contracts and/or purchases signed/made with FAdeA SA, maintaining the same quality level throughout the business relation.
6. A conflict of interest shall occur if situational or personal interests of an employee generate an incompatibility in the responsibilities of his/her position in the company, or may potentially interfere with an objective and impartial behavior.

7. The conflict of interest is not in itself a generator of demerit to the affected part but a problematic objective situation that must be addressed transparently with respect and openness. Even the appearance of a conflict of interest can be detrimental to FAdeA SA and / or the supplier. Both suppliers and members of FAdeA SA must immediately inform of any possibly constituting situation for early settlement. FAdeA SA Ethics Office is available for consultation on the matter and gives all FAdeA SA members the possibility to subscribe to or update the respective Declaration of Conflict of interest form.

8. FAdeA SA suppliers shall immediately notify the Ethics Office about any known or suspected inappropriate behavior as well as any question about the interpretation of these requirements whatsoever. Complaints may also be filed to the Office of Institutional Transparency of the Argentine Republic Ministry of Defense.

Where to file a complaint

Area	Phone number	e-mail
FAdeA's Ethics Office	0351-4668787	transparencia@fadeasa.com.ar
Office of Institutional Transparency, Ministry of Defense	011-4346-8800 Ext.: 8290	transparencia@mindef.gov.ar

Total understanding and acceptance of this note is mandatory.

Please return duly signed within a period not exceeding 72 hours from receipt of this note.