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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

2013 MAY 29 A 9:04
CLERK US DISTRICT COURT
ALEXANDRIA, VIRGINIA

Alexandria Division

UNITED STATES OF AMERICA)
)
)
 v.)
)
 TOTAL, S.A.,)
)
 Defendant.)

Criminal No. 1:13 CR 239

DEFERRED PROSECUTION AGREEMENT

Defendant Total S.A. ("Total"), by its undersigned attorneys, pursuant to authority granted by Total's Board of Directors, and the United States Department of Justice, Criminal Division, Fraud Section (the "Department"), enter into this deferred prosecution agreement (the "Agreement"). The terms and conditions of this Agreement are as follows:

Criminal Information and Acceptance of Responsibility

1. Total acknowledges and agrees that the Department will file a three-count criminal Information in the United States District Court for the Eastern District of Virginia charging (a) a conspiracy to violate the anti-bribery provisions of the Foreign Corrupt Practices Act ("FCPA"), Title 15, United States Code, Sections 78dd-1(a)(1)(B) & (a)(3)(B), in violation of Title 18, United States Code, Section 371, (b) a violation of the books and records provisions of the FCPA, Title 15, United States Code, Sections 78m(b)(2)(A), 78m(b)(5), and 78ff(a), and (c) a violation of the internal controls provisions of the FCPA, Title 15, United States Code, Sections 78m(b)(2)(B), 78m(b)(5), and 78ff(a). In so doing, Total: (a) knowingly waives its right to indictment on these charges, as well as all rights to a speedy trial pursuant to the Sixth Amendment to the United States

Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); and (b) consents to the filing of the Information, as provided under the terms of this Agreement, in the United States District Court for the Eastern District of Virginia, and waives for purposes of this Agreement and any charges by the United States arising out of the conduct described in the attached Statement of Facts any objection to venue in the Eastern District of Virginia.

2. Total admits, accepts, and acknowledges that it is responsible under United States law for the acts of its officers, employees, agents, and subsidiaries as charged in the Information, and as set forth in the Statement of Facts attached hereto as Attachment A and incorporated by reference into this Agreement, and that the allegations described in the Information and the facts described in Attachment A are true and accurate. Should the Department pursue the prosecution that is deferred by this Agreement, Total agrees that it will neither contest the admissibility of nor contradict the Statement of Facts in any such proceeding, including any guilty plea or sentencing proceeding. Neither this Agreement nor the criminal Information is a final adjudication of the matters addressed in such documents.

Term of the Agreement

3. This Agreement is effective for a period beginning on the date on which the Information is filed and ending three (3) years and seven (7) calendar days from that date (the "Term"). However, Total agrees that, in the event that the Department determines, in its sole discretion, that Total has knowingly violated any provision of this Agreement, an extension or extensions of the term of the Agreement may be imposed by the Department, in its sole discretion, for up to a total additional time period of one year, without prejudice to the Department's right to

proceed as provided in Paragraphs 16-19 below. Any extension of the Agreement extends all terms of this Agreement, including the terms of the monitorship under Paragraphs 10-13 and Attachment D, for an equivalent period. Conversely, in the event the Department finds, in its sole discretion, that there exists a change in circumstances sufficient to eliminate the need for the corporate compliance monitor described in Paragraphs 10-13 and Attachment D, and that the other provisions of this Agreement have been satisfied, the Term of the Agreement may be terminated early.

Relevant Considerations

4. The Department enters into this Agreement based on the individual facts and circumstances presented by this case and Total. Among the facts considered were the following: (a) the related investigation by French criminal law enforcement authorities of the same conduct that forms the basis of this resolution and to which the Department has been providing assistance; (b) the evidentiary challenges presented to both parties by this matter, in which most of the underlying conduct occurred in the 1990s and early 2000s; and (c) Total's production of relevant documents from abroad and disclosure of the results of its internal investigation into the misconduct described in the Information and Statement of Facts.

5. Total shall cooperate fully with the Department in any and all matters relating to unlawful payments and related false books and records and internal controls, subject to applicable law and regulations, including French Law No. 68-678 of July 26, 1968, as amended by Law No. 80-538 of July 16, 1980 (the "Blocking Statute"). At the request of the Department, and consistent with applicable law and regulations as referenced in the preceding sentence, Total shall also cooperate fully with such other domestic or foreign law enforcement authorities and agencies,

as well as the Multilateral Development Banks (“MDBs”), in any investigation of Total, or any of its present and former officers, directors, employees, agents, consultants, contractors, subcontractors, and subsidiaries, or any other party, in any and all matters relating to unlawful payments, related false books and records, and inadequate internal controls, and in such manner as the parties may agree. Total agrees that its cooperation shall include, but is not limited to, the following:

a. Total shall truthfully disclose all factual information not protected by a valid claim of attorney-client privilege or work product doctrine with respect to its activities and those of its present and former directors, employees, agents, consultants, contractors and subcontractors, and subsidiaries concerning all matters relating to unlawful payments and related false books and records and inadequate internal controls, about which Total has any knowledge or about which the Department may inquire. This obligation of truthful disclosure includes the obligation of Total to provide to the Department, upon request, any document, record or other tangible evidence relating to such unlawful payments, false books and records, or inadequate internal controls about which the Department may inquire of Total.

b. Upon request of the Department, with respect to any issue relevant to its investigation of unlawful payments in connection with the operations of Total, related false books and records, and inadequate internal controls, Total shall designate knowledgeable employees, agents or attorneys to provide to the Department the information and materials described in Paragraph 5(a) above, on behalf of Total. It is further understood that Total must at all times provide complete, truthful, and accurate information.

c. With respect to any issue relevant to the Department's investigation of unlawful payments, related false books and records, and inadequate internal controls in connection with the operations of Total, or any of its present or former subsidiaries or affiliates, Total shall use its best efforts to make available for interviews or testimony, as requested by the Department, present or former officers, directors, employees, agents and consultants of Total as well as the officers, directors, employees, agents and consultants of contractors and subcontractors. This obligation includes, but is not limited to, sworn testimony before a federal grand jury or in federal trials, as well as interviews with federal law enforcement and regulatory authorities. Cooperation under this Paragraph shall include identification of witnesses who, to the knowledge of Total, may have material information regarding the matters under investigation.

d. With respect to any information, testimony, documents, records or other tangible evidence provided to the Department pursuant to this Agreement, Total consents to any and all disclosures, subject to applicable law and regulations, including the Blocking Statute, to other governmental authorities, including United States authorities and those of a foreign government, and the MDBs, of such materials as the Department, in its sole discretion, shall deem appropriate.

Payment of Monetary Penalty

6. The Department and Total agree that application of the United States Sentencing Guidelines ("USSG" or "Sentencing Guidelines") to determine the applicable fine range yields the following analysis:

- A. The 2012 USSG Manual sets forth the appropriate guidelines to be used in this matter.
- B. Base Fine: Based upon USSG § 8C2.4 and USSG § 2C1.1(d)(1)(B), the base fine is \$147 million, which corresponds to the value of the benefit received in return for the unlawful payments.

C. Culpability Score: Based upon USSG §8C2.5, the culpability score is 8, summarized as follows:

(a)	Base Culpability Score	5
(b)(2)	The relevant organization had 5,000 or more employees, and individuals within high-level personnel participated in, condoned, or were willfully ignorant of the offense	+5
(g)	The organization fully cooperated in the investigation and clearly demonstrated recognition and affirmative acceptance of responsibility for its criminal conduct	<u>-2</u>
	Total	8

D. Calculation of Fine Range: Based upon USSG § 8C2.7, the fine range is calculated as follows:

Base Fine	\$147 million
Multipliers	1.6/3.2
Fine Range	\$235.2 million/\$470.4 million

Total agrees to pay a monetary penalty that is within the Guidelines range in the amount of \$245,200,000. Total agrees to pay this monetary penalty to the United States Treasury within ten days of the execution of this agreement. The \$245.2 million penalty is final and shall not be refunded. Furthermore, nothing in this Agreement shall be deemed an agreement by the Department that, in the event of a breach of this Agreement, the \$245.2 million amount is the maximum penalty that may be imposed in any future prosecution, and the Department is not precluded from arguing in any future prosecution that the Court should impose a higher fine, although the Department agrees that under those circumstances, it will recommend to the Court

that the amount paid under this Agreement should be offset against any fine the Court imposes as part of a future judgment. Total acknowledges that no United States tax deduction may be sought in connection with the payment of any part of this \$245.2 million penalty.

Conditional Release from Criminal Liability

7. Subject to Paragraph 16, the Department agrees, except as provided herein, that it will not bring any criminal or civil case against Total or any of its wholly owned or controlled subsidiaries related to the conduct described in the attached Statement of Facts or relating to information that Total disclosed to the Department prior to the date on which the Agreement was signed. However, the Department may use any information related to the conduct described in the attached Statement of Facts against Total: (a) in a prosecution for perjury or obstruction of justice; (b) in a prosecution for making a false statement; (c) in a prosecution or other proceeding relating to any crime of violence; or (d) in a prosecution or other proceeding relating to a violation of any provision of Title 26 of the United States Code.

a. This Paragraph does not provide any protection against prosecution for any future conduct by Total.

b. In addition, this Paragraph does not provide any protection against prosecution of any present or former officer, director, employee, shareholder, agent, consultant, contractor, or subcontractor of Total for any violations committed by them.

Corporate Compliance Program

8. Total represents that it has implemented and will continue to implement a compliance and ethics program designed to prevent and detect violations of the FCPA, the anti-corruption provisions of French law, and other applicable anti-corruption laws throughout its

operations, including those of its affiliates, agents, and joint ventures, and those of its contractors and subcontractors, with responsibilities that include interacting with foreign officials or other high risk activities. Implementation of these policies and procedures shall not be construed in any future enforcement proceeding as providing immunity or amnesty for any crimes not disclosed to the Department as of the date of signing of this Agreement for which Total would otherwise be responsible.

9. In order to address any deficiencies in its internal controls, policies, and procedures, Total represents that it has undertaken, and will continue to undertake in the future, in a manner consistent with all of its obligations under this Agreement, a review of its existing internal controls, policies, and procedures regarding compliance with the FCPA, the anti-corruption provisions of French law, and other applicable anti-corruption laws. If necessary and appropriate, Total will adopt new or modify existing internal controls, policies, and procedures in order to ensure that Total maintains: (a) a system of internal accounting controls designed to ensure the making and keeping of 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, the anti-corruption provisions of French law, and other applicable anti-corruption laws. The internal controls system and compliance code, standards, and procedures will include, but not be limited to, the minimum elements set forth in Attachment C, which is incorporated by reference into this Agreement.

Corporate Compliance Monitor

10. Within sixty (60) calendar days of the filing of the Agreement and the accompanying Information, or promptly after the Department's selection pursuant to Paragraph 11 below, Total agrees to retain an independent compliance monitor (the "Monitor") who is a French

national for the term specified in Paragraph 13. The Monitor's duties and authority, and the obligations of Total with respect to the Monitor and the Department, are set forth in Attachment D, which is incorporated by reference into this Agreement. Within thirty (30) calendar days after the execution of this Agreement, and after consultation with the Department, Total will propose to the Department a pool of three qualified candidates to serve as the Monitor. If the Department, in its sole discretion, is not satisfied with the candidates proposed, the Department reserves the right to seek additional nominations from Total. The Monitor candidates shall have, at a minimum, the following qualifications:

- a. demonstrated expertise with respect to the FCPA, the anti-corruption provisions of French law, and other applicable anti-corruption laws, including experience counseling on FCPA issues;
- b. experience designing and/or reviewing corporate compliance policies, procedures and internal controls, including FCPA and anti-corruption policies, procedures and internal controls;
- c. the ability to access and deploy resources as necessary to discharge the Monitor's duties as described in the Agreement; and
- d. sufficient independence from Total to ensure effective and impartial performance of the Monitor's duties as described in the Agreement.

11. The Department retains the right, in its sole discretion, to choose the Monitor from among the candidates proposed by Total, though Total may express its preference(s) among the candidates. If the Monitor resigns or is otherwise unable to fulfill his or her obligations as set out herein and Attachment D, Total shall within sixty (60) calendar days recommend a pool of three

qualified Monitor candidates from which the Department will choose a replacement.

12. Total agrees that it will not employ or be affiliated with the Monitor for a period of not less than one year from the date on which the Monitor's term expires.

13. The Monitor's term shall be three (3) years from the date on which the Monitor is retained by Total, subject to extension or early termination as described in Paragraph 3.

Deferred Prosecution

14. In consideration of: (a) the past and future cooperation of Total described in Paragraphs 4 and 5 above; (b) Total's payment of a monetary criminal penalty of \$245,200,000; and (c) Total's implementation and maintenance of remedial measures, and independent review and audit of such measures, including the compliance code and review by the Monitor as described in Paragraphs 8 through 11 above, the Department agrees that any prosecution of Total for the conduct set forth in the attached Statement of Facts be and hereby is deferred for the Term of this Agreement.

15. The Department further agrees that if Total fully complies with all of its obligations under this Agreement, the Department will not continue the criminal prosecution against Total described in Paragraph 1 and, at the conclusion of the Term, this Agreement shall expire. Within thirty (30) days of the Agreement's expiration, the Department shall seek dismissal with prejudice of the criminal Information filed against Total described in Paragraph 1.

Breach of the Agreement

16. If, during the Term of this Agreement, the Department determines, in its sole discretion, that Total has (a) committed any felony under federal law subsequent to the signing of this Agreement, (b) at any time provided in connection with this Agreement deliberately false,

incomplete, or misleading information, (c) failed to cooperate as set forth in Paragraph 5 of this Agreement; (d) failed to implement an enhanced compliance program as set forth in Paragraphs 8 and 9 of this Agreement and Attachment C; or (e) otherwise breached the Agreement, Total shall thereafter be subject to prosecution for any federal criminal violation of which the Department has knowledge, including the charges in the Information, which may be pursued by the Department in the U.S. District Court for the Eastern District of Virginia. Any such prosecution may be premised on information provided by Total. 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 Total notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the expiration of the Term plus one year. Thus, by signing this Agreement, Total agrees that the statute of limitations with respect to any such prosecution that is not time-barred on the date of the signing of this Agreement shall be tolled for the Term plus one year.

17. In the event that the Department determines that Total has breached this Agreement, the Department agrees to provide Total with written notice of such breach prior to instituting any prosecution resulting from such breach. Total shall, within thirty (30) days of receipt of such notice, have the opportunity to respond to the Department in writing to explain the nature and circumstances of such breach, as well as the actions Total has taken to address and remediate the situation, which explanation the Department shall consider in determining whether to institute a prosecution.

18. In the event that the Department determines that Total has breached this Agreement: (a) all statements made by or on behalf of Total to the Department or to the Court, including the attached Statement of Facts, and any testimony given by Total before a grand jury, a

court, or any tribunal, or at any legislative hearings, whether prior or subsequent to this Agreement, or any leads derived from such statements or testimony, shall be admissible in evidence in any and all criminal proceedings brought by the Department against Total; and (b) Total shall not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule, that statements made by or on behalf of Total prior or subsequent to this Agreement, and any leads derived therefrom, should be suppressed. The decision whether conduct or statements of any current director or employee, or any person acting on behalf of, or at the direction of, Total, will be imputed to Total for the purpose of determining whether Total has violated any provision of this Agreement shall be in the sole discretion of the Department.

19. Total acknowledges that the Department has made no representations, assurances, or promises concerning what sentence may be imposed by the Court if Total breaches this Agreement and this matter proceeds to judgment. Total further acknowledges that any such sentence is solely within the discretion of the Court and that nothing in this Agreement binds or restricts the Court in the exercise of such discretion.

Sale or Merger of Total

20. Total agrees that in the event it sells, merges, or transfers all or substantially all of its business operations as they exist as of the date of this Agreement, whether such sale is structured as a stock or asset sale, merger or transfer, it shall include in any contract for sale, merger, or transfer a provision binding the purchaser, or any successor in interest thereto, to the obligations described in this Agreement.

Public Statements by Total

21. Total expressly agrees that it shall not, through present or future attorneys, officers, directors, employees, agents or any other person authorized to speak for Total make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility under United States law by Total set forth above or the facts described in the attached Statement of Facts. Any such contradictory statement shall, subject to cure rights of Total described below, constitute a breach of this Agreement and Total thereafter shall be subject to prosecution as set forth in Paragraphs 16-19 of this Agreement. The decision whether any public statement by any such person contradicting a fact contained in the Statement of Facts will be imputed to Total for the purpose of determining whether it has breached this Agreement shall be at the sole discretion of the Department. If the Department determines that a public statement by any such person contradicts in whole or in part a statement contained in the Statement of Facts, the Department shall so notify Total, and Total may avoid a breach of this Agreement by publicly repudiating such statement(s) within five (5) business days after notification. Total shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the Statement of Facts provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the Statement of Facts. This Paragraph does not apply to any statement made by any present or former officer, director, or employee of Total in the course of any criminal, regulatory, or civil case initiated against such individual, unless such individual is speaking on behalf of Total.

22. Total agrees that if it or any of its direct or indirect affiliates or subsidiaries issues a press release or holds any press conference in connection with this Agreement, Total shall first

consult the Department to determine (a) whether the text of the release or proposed statements at the press conference are true and accurate with respect to matters between the Department and Total; and (b) whether the Department has no objection to the release or proposed statements.

23. The Department agrees to bring to the attention of governmental and other debarment authorities the facts and circumstances relating to the nature of the conduct underlying this Agreement, including the nature and quality of Total's cooperation and remediation. By agreeing to provide this information to debarment authorities, the Department is not agreeing to advocate on behalf of Total, but rather is providing facts to be evaluated independently by the debarment authorities.

Limitations on Binding Effect of Agreement

24. This Agreement is binding on Total and the Department but specifically does not bind any other federal agencies, or any state, local or foreign law enforcement or regulatory agencies, or any other authorities, although the Department will bring the cooperation of Total and its compliance with its other obligations under this Agreement, to the attention of such agencies and authorities if requested to do so by Total.

Notice

25. Any notice to the Department under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to the Deputy Chief – FCPA Unit, Fraud Section, Criminal Division, U.S. Department of Justice, Fourth Floor, 1400 New York Avenue, N.W., Washington, D.C. 20005. Any notice to Total under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to Peter Herbel (or his

successor), General Counsel, Total, SA, 2, Place de la Coupole, La Defense 6, Paris, La Defense Cedex 92708 France, and Robert D. Luskin, Patton Boggs, LLP, 2550 M Street, NW, Washington, D.C. 20037. Notice shall be effective upon actual receipt by the Department or Total.

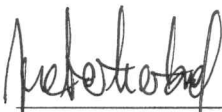
Complete Agreement

26. This Agreement sets forth all the terms of the agreement between Total and the Department. No amendments, modifications or additions to this Agreement shall be valid unless they are in writing and signed by the Department, the attorneys for Total and a duly authorized representative of Total.

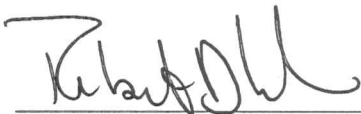
AGREED:

FOR TOTAL, S.A.:

Date: May 23, 2013

By: 
Peter Herbel
Senior Vice-President and General Counsel
Total, SA

Date: 23/MAY 2013

By: 
Robert D. Luskin
Patton Boggs LLP

FOR THE DEPARTMENT OF JUSTICE:

JEFFREY H. KNOX
Chief, Fraud Section

Date: May 28, 2013

By: A. Genti
ANDREW GENTIN
Trial Attorney, Fraud Section

United States Department of Justice
Criminal Division
1400 New York Ave., N.W.
Washington, D.C. 20005
Phone: (202) 514-2000
Fax: (202) 514-7021
Email: andrew.gentin@usdoj.gov

NEIL H. MacBRIDE
UNITED STATES ATTORNEY

Date: 5-28-2013

By: Charles Connolly
CHARLES F. CONNOLLY
Assistant U.S. Attorney

U.S. Attorney's Office
2100 Jamieson Avenue
Alexandria, VA 22314
Phone: (703) 299-3700
Fax: (703) 299-3981
Email: charles.connolly@usdoj.gov

GENERAL COUNSEL'S CERTIFICATE

I have read this Agreement and carefully reviewed every part of it with outside counsel for Total, S.A. ("Total"). I understand the terms of this Agreement and voluntarily agree, on behalf of Total, to each of its terms. Before signing this Agreement, I consulted outside counsel for Total. Counsel fully advised me of the rights of Total, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into this Agreement.

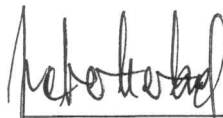
I have carefully reviewed the terms of this Agreement with the Board of Directors of Total. I have advised and caused outside counsel for Total to advise the Board of Directors fully of the rights of Total, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into the Agreement.

No promises or inducements have been made other than those contained in this Agreement. Furthermore, no one has threatened or forced me, or to my knowledge any person authorizing this Agreement on behalf of Total, in any way to enter into this Agreement. I am also satisfied with outside counsel's representation in this matter. I certify that I am General Counsel for Total and that I have been duly authorized by Total to execute this Agreement on behalf of Total.

Date: May 23, 2013

TOTAL, S.A.

By:

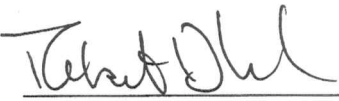


Peter Herbel
Senior Vice-President and General Counsel

CERTIFICATE OF U.S. COUNSEL

I am counsel for Total, S.A. ("Total") in the matter covered by this Agreement. In connection with such representation, I have examined relevant Total documents, and have discussed the terms of this Agreement with outside counsel for the Total Board of Directors. Based on our review of the foregoing materials and discussions, I am of the opinion that the representative of Total has been duly authorized to enter into this Agreement on behalf of Total and that this Agreement has been duly and validly authorized, executed, and delivered on behalf of Total and is a valid and binding obligation of Total. Further, I have carefully reviewed the terms of this Agreement with outside counsel for the Board of Directors and the General Counsel of Total. I have fully advised them of the rights of Total, of possible defenses, of the Sentencing Guidelines' provisions and of the consequences of entering into this Agreement. To my knowledge, the decision of Total to enter into this Agreement, based on the authorization of the Board of Directors, is an informed and voluntary one.

Date: 23 May, 2013

By: 

Robert D. Luskin
Patton Boggs LLP
Counsel for Total, S.A.

CERTIFICATE OF FRENCH COUNSEL

I am counsel for Total, S.A. ("Total") in the matter covered by this Agreement. In connection with such representation, I have examined relevant Total documents, and have discussed the terms of this Agreement with U.S. counsel and the Total Board of Directors. Based on our review of the foregoing materials and discussions, I am of the opinion that the representative of Total has been duly authorized to enter into this Agreement on behalf of Total and that this Agreement has been duly and validly authorized, executed, and delivered on behalf of Total and is a valid and binding obligation of Total. Further, I have carefully reviewed the terms of this Agreement with U.S. counsel and the Board of Directors and the General Counsel of Total. I have fully advised them of the rights of Total, of possible defenses, of the Sentencing Guidelines' provisions and of the consequences of entering into this Agreement. To my knowledge, the decision of Total to enter into this Agreement, based on the authorization of the Board of Directors, is an informed and voluntary one.

Date: 23rd Mar, 2013

By:


Daniel Soulez Lariviere

ATTACHMENT A
STATEMENT OF FACTS

The following Statement of Facts is incorporated by reference as part of the Deferred Prosecution Agreement (the “Agreement”) between the United States Department of Justice, Criminal Division, Fraud Section (the “Department”) and Total, S.A. (“Total”), and Total hereby agrees and stipulates that the following information is true and accurate. Total admits, accepts, and acknowledges that it is responsible under United States law for the acts of its officers, employees, agents, and subsidiaries as set forth below. Should the Department pursue the prosecution that is deferred by this Agreement, Total agrees that it will neither contest the admissibility of, nor contradict, this Statement of Facts in any such proceeding. If this matter were to proceed to trial, the Department would prove beyond a reasonable doubt, by admissible evidence, the facts alleged below and set forth in the criminal Information attached to this Agreement. This evidence would establish the following:

The Defendant

1. Total is a French corporation headquartered in Nanterre, France. At all relevant times, it was engaged in the business of exploring for and developing oil and gas resources around the world. Total owns a number of subsidiaries that conducted business in the United States during relevant times. Total’s American Depositary Shares were registered with the United States Securities and Exchange Commission (the “SEC”) and traded on the New York Stock Exchange as American Depositary Receipts (“ADRs”). Accordingly, at all relevant times, Total was an “issuer” within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1. Total electronically transmitted its filings to the SEC’s Electronic Data Gathering, Analysis, and

Retrieval System (“EDGAR”) at the Management Office of Information and Technology in Alexandria, Virginia, within the Eastern District of Virginia.

2. Total International Ltd. (“Total International”) was a wholly owned subsidiary of Total registered in Bermuda.

Intermediaries

3. Intermediary One was an employee of a Swiss private bank who acted at the direction of the Iranian government official described below.

4. Intermediary Two was a British Virgin Islands limited liability company that acted at the direction of the Iranian government official described below.

Relevant Iranian Governmental Entities and Officials

5. The National Iranian Oil Company (“NIOC”) was a government-owned corporation operating under the direction and control of the Ministry of Petroleum of Iran. NIOC was exclusively responsible for the exploration, extraction, transportation and exportation of crude oil, as well as sales of natural gas and liquefied natural gas, and for the award of any contracts procuring an entitlement to natural gas, in Iran. NIOC was an agency and instrumentality of the Government of Iran and its officers and employees were “foreign officials,” within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

6. The Iranian Official was the Chairman of an Iranian engineering company that was more than 90% owned by the Government of Iran and substantially controlled by the Government of Iran. From at least early 2001, the Iranian Official was the head of an Iranian organization concerned with fuel consumption, which was a wholly owned subsidiary of NIOC, and was a government advisor to a high-ranking Iranian official. The Iranian engineering company and

Iranian organization were agencies and instrumentalities of the Government of Iran, and thus the Iranian Official was a “foreign official” within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

The Sirri A and E and South Pars Projects

7. The Sirri A and E oil and gas fields are located on or around Sirri Island, an island in the Persian Gulf that was part of Iran. Total sought to re-enter the Iranian oil and gas market by negotiating a contract with NIOC to develop the Sirri A and E oil and gas fields. On or about July 1, 1995, Total entered into such a development contract with NIOC.

8. The South Pars gas field was located in Iranian territorial waters and was part of the world’s largest gas field. In 1997, Total began negotiating with NIOC to develop phases 2 and 3 of the South Pars gas field. On or about September 28, 1997, NIOC entered into a contract with Total granting it a 40% interest in developing phases 2 and 3 of the South Pars gas field.

Overview of the Unlawful Scheme and the Violations

9. From at least in or around May 1995 until at least on or about November 29, 2004, Total and its co-conspirators, including Intermediary One and Intermediary Two, and others, participated in a scheme to authorize, promise, and pay approximately \$60 million in unlawful payments to intermediaries designated by the Iranian Official for the purpose of inducing the Iranian Official to use his influence to assist Total in obtaining and retaining over one billion dollars of business related to the Sirri A and E and South Pars projects. Total and co-conspirators willfully used the mails and means and instrumentalities of interstate commerce corruptly in furtherance of the authorization, promise, and payment of \$60 million in unlawful payments to intermediaries designated by the Iranian Official pursuant to the scheme.

10. Total and its co-conspirators held a meeting with the Iranian Official at which was discussed, among other things, unlawful payments to an intermediary designated by the Iranian Official in order to secure the Iranian Official's support for Total obtaining contracts to develop the Sirri A and E oil fields.

11. Total and its co-conspirators met with the Iranian Official to discuss entering into a purported consulting agreement with an intermediary designated by the Iranian Official in connection with NIOC granting Total the rights to develop the Sirri A and E oil fields.

12. Total International, a wholly owned subsidiary of Total, entered into an Umbrella Agreement with Intermediary One, which had no specific terms for payment, or other consideration, but instead provided that the parties would, from time to time, execute Consulting Services Requests, which the parties understood would detail the amounts of the unlawful payments that Total would pay at the direction of the Iranian Official.

13. Total International executed a Consulting Services Request with Intermediary One as a mechanism for Total to pay at the direction of the Iranian Official millions of dollars in unlawful payments to Intermediary One.

14. In accordance with the Umbrella Agreement and Consulting Services Request, at the direction of the Iranian Official, Total paid approximately \$16 million over a two and a half year period to accounts designated by Intermediary One.

15. To ensure continued unlawful payments in connection with the South Pars project, at the direction of the Iranian Official, Total and Intermediary Two entered into a second consulting agreement and additional amendments to the Umbrella Agreement.

16. In accordance with these agreements, at the direction of the Iranian Official, Total paid approximately \$44 million over a seven year period to accounts designated by Intermediary Two.

17. Total mischaracterized the payments under the various consulting agreements as “business development expenses,” when they were, in fact, unlawful payments for the purpose of inducing the Iranian Official to use his influence in connection with the granting of development rights to the Sirri A and E and South Pars fields, and improperly characterized the unlawful consulting agreements as legitimate consulting agreements.

18. Total (a) failed to implement adequate anti-bribery compliance policies and procedures; (b) failed to maintain an adequate system for the selection and approval of consultants; (c) failed to conduct adequate audits of payments to purported consultants; (d) failed to establish a sufficiently empowered and competent corporate compliance office; (e) failed to take reasonable steps to ensure the company’s compliance and ethics program was followed; (f) failed to evaluate regularly the effectiveness of the company’s compliance and ethics program; (g) failed to provide appropriate incentives to perform in accordance with the compliance and ethics program; (h) concealed the consulting agreements’ true nature and true participants; (i) performed no due diligence concerning the named or unnamed parties to these agreements; and (j) lacked controls sufficient to provide reasonable assurances that the consulting agreements complied with applicable laws.

Details of the Unlawful Payments and the Violations

19. During the course of the unlawful scheme, Total and its co-conspirators corruptly made certain payments and took certain acts for the purpose of inducing the Iranian Official to use his influence to assist Total, including the following payments and acts:

20. In or about May 1995, Total negotiated with the Iranian Official a purported consulting arrangement pursuant to which Total would make unlawful payments to an intermediary designated by the Iranian Official in connection with NIOC signing a development agreement with Total for the Sirri A and E project.

21. On or about July 10, 1995, Total International entered into an Umbrella Agreement with Intermediary One to provide a framework for Total to make unlawful payments to intermediaries designated by the Iranian Official.

22. On or about July 10, 1995, Total International executed the First Consulting Services Request with Intermediary One under which Total agreed to pay (1) \$6 million within forty-five days of the execution by Total of a contract to develop the Sirri A and E oil fields; (2) \$500,000 for expenses; (3) a fee of \$25 million to be paid in separate quarterly installments as capital expenditures reached specified levels; (4) additional payments equal to 5% of total expenditures above the capital expenditures agreed to in the contract; and (5) a percentage of all sales of oil and gas above a certain price.

23. On or about July 10, 1995, Total submitted for processing a request for payment in the amount of \$500,000 to be transferred to an account at Banque de Financement d'Investissement in Geneva, Switzerland.

24. On or about July 10, 1995, pursuant to the First Consulting Services Request, Total International wire transferred \$500,000 from its account at Banker's Trust in New York, New York, to an account at Banque de Financement D'Investissement in Geneva, Switzerland.

25. On or about July 13, 1995, Total signed a contract with NIOC granting Total development rights over the Sirri A and E fields.

26. On or about October 3, 1995, pursuant to the First Consulting Services Request, Total International wire transferred 5,737,510 Swiss francs ("CHF") from its account at Credit Suisse in Zurich, Switzerland, to an account at Banque de Financement D'Investissement in Geneva, Switzerland.

27. On or about June 6, 1997, Intermediary Two was formed in the British Virgin Islands.

28. On or about June 12, 1997, Total International entered into a letter agreement with Intermediary One to amend the First Consulting Services Request to provide for an accelerated payment of approximately \$10 million from Total.

29. On or about June 13, 1997, Intermediary One transferred the Umbrella Agreement to Intermediary Two at the direction of the Iranian Official.

30. On or about July 11, 1997, pursuant to the First Consulting Services Request, Total International wire transferred CHF 4,389,010 from its account at Credit Suisse in Zurich, Switzerland, to an account at Lombard Odier in Geneva, Switzerland.

31. On or about July 13, 1997, Total International entered into an Assignment Agreement, which assigned Intermediary One's interests in the other consulting agreements to Intermediary Two.

32. On or about July 14, 1997, at the direction of the Iranian Official, Total International and Intermediary Two executed the Second Consulting Services Request under which Total agreed to pay (1) \$10 million within 90 days; (2) a fee of \$30 million to be paid in separate quarterly installments as capital expenditures reached specified levels; (3) a consulting fee equal to the greater of (i) 4% of total capital expenditures above the capital expenditures provided in the development contract, or (ii) \$60 million; and (4) an additional \$10 million lump sum payment.

33. On or about September 28, 1997, Total executed a contract with NIOC granting a 40% interest in developing phases 2 and 3 of the South Pars gas field.

34. On or about December 12, 1997, pursuant to the First Consulting Services Request, Total International wire transferred CHF 5,814,413 from its account at Credit Suisse in Zurich, Switzerland, to an account at Lombard Odier in Geneva, Switzerland.

35. On or about August 28, 1998, Total approved a payment in the amount of CHF 3,952,500 to be transferred to an account at Credit Suisse in Geneva, Switzerland.

36. On or about September 1, 1998, pursuant to the Second Consulting Services Request, Total wire transferred CHF 3,952,500 from its account at Credit Suisse in Zurich, Switzerland, to an account at Credit Suisse in Geneva, Switzerland.

37. On or about June 9, 1999, pursuant to the Second Consulting Services Request, Total wire transferred CHF 1,790,043 from its account at Credit Suisse in Zurich, Switzerland, to an account at Credit Suisse in Geneva, Switzerland.

38. On or about March 17, 2003, pursuant to the Second Consulting Services Request, Total wire transferred CHF 8,783,396 from its account at Credit Suisse in Zurich, Switzerland, to an account at Credit Suisse in Geneva, Switzerland.

39. On or about November 29, 2004, pursuant to the Second Consulting Services Request, Total wire transferred CHF 6,616,057 from its account at Societe General in Paris, France, to an account at Credit Suisse in Singapore.

40. Between on or about July 10, 1995, and on or about November 29, 2004, at the direction of the Iranian Official, Total made approximately \$60 million in unlawful payments under the agreements to intermediaries for the purpose of inducing the Iranian Official to use his influence in connection with Total's efforts to obtain and retain business related to the Sirri A and E and South Pars projects.

ATTACHMENT B

CERTIFICATE OF CORPORATE RESOLUTIONS

WHEREAS, Total, S.A. (“Total” or the “Company”) has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section (the “Department”) regarding issues arising in relation to certain improper payments to foreign officials to facilitate the award of contracts and assist in obtaining business for the Company; and

WHEREAS, in order to resolve such discussions, it is proposed that the Company enter into a certain agreement with the Department; and

WHEREAS, the Company’s Senior Vice-President and General Counsel, Peter Herbel, together with outside counsel for the Company, have advised the Board of Directors of the Company of its rights, possible defenses, the Sentencing Guidelines’ provisions, and the consequences of entering into such agreement with the Department;

Therefore, the Board of Directors has RESOLVED that:

1. The Company (a) acknowledges the filing of the three-count Information charging Total with a conspiracy to violate the anti-bribery provisions of the Foreign Corrupt Practices Act (“FCPA”), Title 15, United States Code, Section 78dd-1(a)(1)(B) & (a)(3)(B), in violation of Title 18, United States Code, Section 371, a violation of the books and records provisions of the FCPA, Title 15, United States Code, Sections 78m(b)(2)(A), 78m(b)(5), and 78ff(a), and a violation of the internal controls provisions of the FCPA, Title 15, United States Code, Sections 78m(b)(2)(A), 78m(b)(5), and 78ff(a); (b) waives indictment on such charges and enters into a deferred prosecution agreement with the Department; and (c) agrees to accept a monetary penalty against Total of \$245,200,000, and to pay that penalty to the United States Treasury with respect to the

conduct described in the Information;

2. The Senior Vice-President and General Counsel of Total, Peter Herbel, is hereby authorized, empowered and directed, on behalf of the Company, to execute the Deferred Prosecution Agreement substantially in such form as reviewed by this Board of Directors at this meeting with such changes as the Senior Vice-President and General Counsel of Total, Peter Herbel, may approve;

3. The Senior Vice-President and General Counsel of Total, Peter Herbel, is hereby authorized, empowered and directed to take any and all actions as may be necessary or appropriate and to approve the forms, terms or provisions of any agreement or other documents as may be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing resolutions; and

4. All of the actions of the Senior Vice-President and General Counsel of Total, Peter Herbel, which actions would have been authorized by the foregoing resolutions except that such actions were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved, and adopted as actions on behalf of the Company.

Date: 24 Mai, 2013

By:



[]

Corporate Secretary
Total, S.A.

Charles Paris de Bollardieu

ATTACHMENT C

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”), 15 U.S.C. §§ 78dd-1, *et seq.*, and other applicable anti-corruption laws, Total, S.A., and its subsidiaries (collectively, “Total” or the “company”) agree 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, Total 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 Total 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. Total 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. Total will require that its Board of Directors and 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. Total will further ensure that the members of the Board of Directors and senior management are committed to and, to the extent appropriate to their position, effectively implement the corporate compliance program described herein, and Total shall take appropriate measures if they fail to fulfill these responsibilities.

3. Total will develop and promulgate compliance standards and procedures designed to reduce the prospect of violations of the anti-corruption laws and Total's compliance code, and Total 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 Total 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 Total's corporate policy. Total 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. Total 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. Total 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. Total will assign responsibility to one or more senior corporate executives of Total for the implementation and oversight of Total's anti-corruption policies, standards, and procedures. Such corporate official(s) shall have direct reporting obligations to independent monitoring bodies, including internal audit, Total'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. Total 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. Total will implement mechanisms designed to ensure that its anti-corruption policies, standards, and procedures are effectively communicated to all directors, officers, employees, 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. Total 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 Total'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. Total will institute appropriate disciplinary procedures to address, among other things, violations of the anti-corruption laws and Total's anti-corruption compliance code, policies, and procedures by Total's directors, officers, and employees. Total 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 Total, 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 Total's commitment to abiding by laws on the prohibitions against foreign bribery, and of Total'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, Total 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. Total 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 Total's anti-corruption code, standards and procedures, taking into account relevant developments in the field and evolving international and industry standards.

ATTACHMENT D

INDEPENDENT CORPORATE MONITOR

1. Total, S.A. (“Total” or the “Company”) agrees to engage an independent compliance monitor (the “Monitor”) with demonstrated expertise in helping companies comply with the Foreign Corrupt Practices Act, 15 U.S.C. §§78dd-1, *et seq.* (the “FCPA”) and other applicable anti-corruption laws, as set forth in Paragraphs 10-13 of the Deferred Prosecution Agreement. The Monitor will, for a period of three (3) years from the date of its engagement (the “Term of the Monitorship”), evaluate, in the manner set forth in Paragraphs 2 through 11 below, the effectiveness of Total’s internal controls, record-keeping, and financial reporting policies and procedures as they relate to Total’s current and ongoing compliance with the books and records, internal accounting controls, and anti-bribery provisions of the FCPA, the anti-corruption provisions of French law, and other applicable foreign law counterparts (collectively, the “anti-corruption laws”), and take such reasonable steps as, in its view, may be necessary to fulfill the foregoing mandate (the “Mandate”). This Mandate shall include an assessment of the Board of Directors and senior management’s commitment to and effective implementation of the corporate compliance program described in Attachment C.

2. Total shall cooperate fully with the Monitor and the Monitor shall have the authority to take such reasonable steps as, in its view, may be necessary to be fully informed about Total’s compliance program within the scope of the Mandate in accordance with the principles set forth herein and applicable law, including applicable data protection and labor laws and regulations, such as, among others, French Law No. 68-678 of July 26, 1968, as amended by Law No. 80-538 of July 16, 1980 (the “Blocking Statute”). To that end, Total shall: (a) facilitate the

Monitor's access to Total's documents and other information and resources, (b) not limit such access, except as provided in this paragraph, and (c) provide guidance on applicable local law (such as relevant data protection and labor laws) to allow the Monitor to fulfill the Monitor's Mandate. Total shall provide the Monitor with access to all information, documents, records, facilities, and/or employees that fall within the scope of the Mandate of the Monitor under this Agreement, as reasonably requested by the Monitor, except as set forth herein.

a. The parties agree that the retention of the Monitor does not establish an attorney-client, auditor-client, or similar relationship between Total and the Monitor that would otherwise prevent the Monitor from fulfilling its Mandate in accordance with this Agreement.

b. In the event that Total seeks to withhold from the Monitor access to information, documents, records, facilities, and/or employees of Total that may be subject to a claim of attorney-client privilege, the attorney work-product doctrine, or similar legal relationships, or where Total reasonably believes production would otherwise be inconsistent with applicable law, Total shall work cooperatively with the Monitor to resolve the matter to the satisfaction of the Monitor. If the matter cannot be resolved, at the request of the Monitor, Total shall promptly provide written notice to the Monitor and to any French Authority identified by the Department ("the French Authority"). The French Authority may then transmit such information in accordance with French law to the Department. Such notice shall include a general description of the nature of the information, documents, records, facilities, and/or employees that are being withheld, as well as the basis for the claim. The Department may then consider whether to make a further request for access to such information, documents, records, facilities and/or employees, to be provided by Total to the French Authority. To the extent Total has provided information to

the Department in the course of the investigation leading to this action pursuant to a non-waiver of privilege agreement, Total and the Monitor may agree to production of such information to the Monitor pursuant to a similar non-waiver agreement.

c. Except as provided in this paragraph, Total shall not withhold from the Monitor any information, documents, records, facilities, and/or employees on the basis of an attorney-client privilege, work-product claim, or other similar legal relationship.

3. To carry out the Mandate, during the Term of the Monitorship the Monitor shall conduct a yearly review and prepare a yearly report for each of three (3) years, for a total of three reviews and three reports. The reports will likely include proprietary, financial, confidential, and competitive business information. Moreover, public disclosure of the reports could discourage cooperation, impede pending or potential government investigations and thus undermine the objectives of the Monitorship. For these reasons, among others, the reports and the contents thereof are intended to remain and shall remain non-public, except as otherwise agreed to by the parties in writing, or except to the extent that the Department determines in its sole discretion that disclosure would be in furtherance of the Department's discharge of its duties and responsibilities or is otherwise required by law.

4. With respect to each review, after consultation with Total, the Monitor shall prepare a written work plan that shall be submitted no fewer than sixty (60) calendar days prior to commencing each review to Total and the French Authority. The French Authority may then transmit such information in accordance with French law to the Department. Total and the Department shall have no more than thirty (30) calendar days after receipt of the written work plan to provide comment to the Monitor about the work plan. The Monitor's work plan for the initial

review shall include such steps as are reasonably necessary to conduct an effective initial review in accordance with the Mandate, including developing an understanding, to the extent the Monitor deems appropriate, of the facts and circumstances surrounding any violations that may have occurred before the date on which this Agreement is accepted by the Court, but in developing such understanding the Monitor is to rely to the extent possible on available information and documents provided by Total. It is not intended that the Monitor will conduct its own inquiry into those historical events. In developing each work plan and in carrying out the reviews pursuant to such plans, the Monitor is encouraged to coordinate with Total personnel, including auditors and compliance personnel. To the extent the Monitor deems appropriate, it may rely on Total processes, on the results of studies, reviews, audits, and analyses conducted by or on behalf of Total, and on sampling and testing methodologies. The Monitor is not expected to conduct a comprehensive review of all business lines, all business activities, or all markets. Any disputes between Total and the Monitor with respect to the work plan shall be decided by the Department in its sole discretion. The Monitor shall send each report to the French Authority, which may forward such information in accordance with French law to the Department.

5. The initial review shall commence no later than one hundred twenty (120) calendar days from the date of the engagement of the Monitor (unless otherwise agreed by Total, the Monitor, and the Department), and the Monitor shall issue a written report within one hundred twenty (120) calendar days of initiating the initial review, setting forth the Monitor's assessment and making recommendations reasonably designed to improve the effectiveness of Total's program, policies and procedures for ensuring compliance with the anti-corruption laws. The Monitor is encouraged to consult with Total concerning its findings and recommendations on an

ongoing basis, and to consider and reflect Total's comments and input to the extent the Monitor deems appropriate. The Monitor need not in its initial or subsequent reports recite or describe comprehensively Total's history or compliance policies, procedures, and practices, but rather may focus on those areas with respect to which the Monitor wishes to make recommendations for improvement or which the Monitor otherwise concludes merit particular attention, if any. The Monitor shall provide the report to the Board of Directors of Total and contemporaneously transmit copies to the French Authority. The French Authority may then transmit such information in accordance with French law to the Department. After consultation with Total, the Monitor may extend the time period for issuance of the report for up to sixty (60) calendar days with prior written approval of the Department.

6. Within one hundred and twenty (120) calendar days after receiving the Monitor's report, Total shall adopt all recommendations in the report unless within sixty (60) calendar days after receiving the report, Total notifies the Monitor and the Department in writing of any recommendations Total considers unduly burdensome, inconsistent with local or other applicable law or regulation, impractical, unduly expensive, or otherwise inadvisable. It shall not be deemed inconsistent with law if information otherwise protected by the Blocking Statute may be provided to the Department in accordance with French law via the French Authority or in some other manner. With respect to any recommendation Total considers unduly burdensome, inconsistent with local or other applicable law or regulation, impractical, unduly expensive, or otherwise inadvisable, Total need not adopt that recommendation within one hundred and twenty (120) calendar days after receiving the Monitor's report, but shall propose in writing to the Monitor an alternative policy, procedure, or system designed to achieve the same objective or purpose. As to

any recommendation on which Total and the Monitor do not agree, the parties shall attempt in good faith to reach an agreement within forty-five (45) calendar days after Total serves the written notice. In the event Total and the Monitor are unable to agree on an acceptable alternative proposal, Total shall promptly consult with the Department, which will make a determination as to whether Total should adopt the Monitor's recommendation or an alternative proposal, and Total shall abide by that determination. During the time period in which a Department determination is pending, Total shall not be required to implement any contested recommendation. With respect to any recommendation the Monitor determines cannot reasonably be implemented within one hundred and twenty (120) calendar days after receiving the report, the Monitor may extend the time period for implementation with prior written approval of the Department.

7. The Monitor shall undertake two (2) follow-up reviews to carry out the Mandate. Within one hundred and twenty (120) calendar days of initiating each follow-up review, the Monitor shall: (a) complete the review; (b) certify whether the compliance program of Total, including its policies and procedures, is reasonably designed and implemented to prevent and detect violations within Total of the anti-corruption laws; and (c) report on the Monitor's findings in the same fashion as set forth in Paragraph 4 with respect to the initial review. The second review shall commence one year after the initial review commenced. The third review shall commence two years after the first review commenced. After consultation with Total, the Monitor may extend the time period for these follow-up reviews for up to sixty (60) calendar days with prior written approval of the Department.

8. In undertaking the assessments and reviews described in Paragraphs 3 through 6, the Monitor shall formulate conclusions based on, among other things: (a) inspection of relevant

documents, including Total's current anti-corruption code, policies and procedures; (b) on-site observation of selected systems and procedures of Total at sample sites, including internal controls and record-keeping and internal audit procedures; (c) meetings with and interviews of relevant employees, officers, directors, and other persons at mutually convenient times and places; and (d) analyses, studies, and testing of Total's compliance program with respect to anti-corruption laws.

9. Should the Monitor, during the course of its engagement, discover that questionable or corrupt payments or questionable or corrupt transfers of property or interests may have been offered, promised, paid, or authorized by any entity or person within Total, or any entity or person working directly or indirectly for Total, or that related false books and records may have been maintained relating to Total either (a) after the date on which this Agreement is accepted by the Court or (b) that have not been adequately dealt with by Total (collectively "improper activities"), the Monitor shall promptly report such improper activities to Total's General Counsel or Audit Committee for further action. If the Monitor believes that any improper activity or activities may constitute a significant violation of law, the Monitor shall also report such improper activity in writing to the Department. If in the Monitor's judgment such a report to the Department would be inconsistent with French law, such as the Blocking Statute, or other law, the Monitor shall report such improper activity in writing to the French Authority, which may then transmit such information in accordance with French law to the Department. The Monitor shall disclose improper activities in its discretion directly to the Department or the French Authority, as described above, and not to the General Counsel or Audit Committee, if the Monitor believes that disclosure to the General Counsel or the Audit Committee would be inappropriate under the circumstances. The Monitor shall address in its reports the appropriateness of Total's response to

any identified improper activities. Further, in the event that Total or any entity or person working directly or indirectly within Total refuses to provide information necessary for the Monitor to perform its duties, if the Monitor believes that such refusal is without just cause the Monitor shall disclose that fact in writing to the French Authority (with appropriate notice to the Department). The French Authority may then transmit such information in accordance with French law to the Department. Total shall not take any action to retaliate against the Monitor for any such disclosures. The Monitor may report to the Department any criminal or regulatory violations by Total or any other entity or person discovered in the course of performing its duties. If in the Monitor's judgment such a report to the Department would be inconsistent with French law, such as the Blocking Statute, or other law, the Monitor shall report such criminal or regulatory violations by Total to the French Authority, which may then transmit such information in accordance with French law to the Department.

10. Total shall require the Monitor to enter into an agreement with Total that provides that for the Term of the Monitorship and for a period of not less than one year thereafter, the Monitor shall not enter into any additional employment, consultant, attorney-client, auditing or other professional relationship with Total, or any subsidiaries, affiliates, successors, directors, officers, employees, or agents. The agreement also shall provide that the Monitor will require that any firm with which it is affiliated or of which it is a member shall not, without prior written consent of the Department, enter into any employment, consultant, agency, attorney-client, auditing, or other professional relationship with Total or any affiliates, directors, officers, employees, or agents acting in their capacity as such for the Term of the Monitorship and for a period of not less than one year thereafter. To ensure the independence of the Monitor, Total shall

not have the authority to terminate the Term of the Monitorship without the prior written approval of the Department.

11. At least annually, and more frequently if appropriate, representatives from Total and the Department will meet to discuss the Monitorship and any suggestions, comments, or improvements Total may wish to discuss with or propose to the Department.

12. Total undertakes to use its best efforts to ensure that any information that might be protected by the Blocking Statute or by other laws that becomes the subject of the Monitor's reviews or reports is provided to the Department expeditiously in accordance with French law via the French Authority or in some other appropriate manner.