



CORPORATE SOCIAL RESPONSIBILITY TOTAL GLOBAL AGREEMENT

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FOREWORD

The parties signing the present global framework agreement:

- The Total group (hereinafter "the Group"),
- IndustriALL Global Union (hereinafter "IndustriALL"), representing over 50 million workers in the mining, energy and industry sectors, and the majority of Unions concerned in the Group's activities,

consider that regular dialogue and adherence to Corporate Social Responsibility (CSR) policies and practices are instrumental in integrating the global commitments made in the agreement.

The Group is a world-class Group with operations in more than 130 countries and nearly 110,000 employees from a wide diversity of backgrounds working in a broad range of professions.

Its growth and long-term viability depend on a shared foundation of common ethical values and principles that motivate and guide the day-to-day undertakings of the women and men who are part of the Group.

Its ethical commitment is based on three core values:

- Respect, the source of sustainable, trust-based operations and relations.
- Responsibility toward others and a professional attitude.
- Exemplary conduct, which underpins the internal and external credibility of its actions and initiatives.

These ethical values are expressed through a certain number of business principles: continuous respect for Human Rights, an ongoing concern with safety and environmental protection, respect and kindness toward everyone we work with, integrity toward the company and in our business relations, non-interference in political processes, and support for colleagues, host communities and business partners.

The Group has adopted a number of tools to help develop, implement and enforce these principles:

- The Code of Conduct, which sets out the values and principles guiding the Group's actions and the obligation for employees to comply with them.
- The Health, Safety, Environment and Quality Charter which supports the basic principles of Group policy.
- The Guide to Human Rights, which provides guidance for employees in applying the approach set out in the Code of Conduct. It lists and adds to the standards and internal recommendations in line with international law.
- The Business Integrity Guide, which seeks to prevent risks and ensure integrity in professional relationships.

IndustriALL and the Group support, among others, the principles set out in:

- The Universal Declaration of Human rights.
- The United Nations Convention on the Rights of the Child.
- The Conventions of the International Labor Organization on equal opportunities regarding employment and anti-discrimination, prohibition of forced labor, ban on child labor, freedom of association and collective bargaining.
- The OECD Guidelines for Multinational Enterprises.
- The principles of the United Nations Global Compact.
- The Guiding Principles on Business and Human Rights approved by the United Nations Human Rights Council.

Over the past ten years, social dialogue has developed at European level in the Group thanks to the greater prerogatives of the European Works Council and the transnational negotiations conducted at this perimeter with the European Trade Union Organizations.

- The European Social Platform agreement of November 22, 2004.
- The agreement dated November 21, 2005 on Equal Opportunity.
- The agreement of March 28, 2007 and its addendum of March 23, 2012, on assistance in creation, purchase or development of small and medium sized businesses.

With the present agreement, the Group and IndustriALL intend to pursue and strengthen transnational negotiation on a global scale.

Article 1

SCOPE OF APPLICATION

This agreement applies to TOTAL S.A. and affiliates in which it holds, directly or indirectly, more than 50% of the share capital.

Beyond that scope, in affiliates where it is present but does not control operations, the Group will make ongoing efforts to promote the principles of this agreement.

Article 2

PROMOTION OF HUMAN RIGHTS IN THE WORKPLACE

The Group respects internationally recognized human rights.

As such, it is committed to applying the principles of the fundamental conventions of the International Labor Organization (ILO) regarding human rights in the workplace:

- Forced labor, 1930 (convention no. 29).
- Freedom of Association and Protection of the Right to Organize, 1948 (convention no. 87).
- Right to Organize and Collective Bargaining, 1949 (convention no. 98).
- Equal Remuneration, 1951 (convention no.100).
- Abolition of Forced Labor, 1957 (convention no. 105).
- Discrimination, 1958 (convention no. 111).
- Minimum Age, 1973 (convention no. 138).
- Worst Forms of Child Labor, 1999 (convention no. 182).

It observes local laws in the countries where it operates, and international standards. In the event of a conflict between standards, the Group seeks to apply the one affording the most comprehensive Human Rights protection.

The Group pays special attention to employees' working conditions, respect for individuals, a discrimination-free environment and health and safety, regardless of the political and social context or any difficulties encountered in the countries where it operates.

2-1. Freedom of opinion and expression

The Group recognizes that by virtue of international Human Rights standards, every individual has the right to freedom of opinion and expression.

The right to freedom of expression guarantees that no one should be harassed on account of their opinions.

2-2. Promotion of social dialogue

The Group commits to fully respect and comply with conventions 87 and 98 of the ILO and, while maintaining strict neutrality, recognizes for all its employees the freedom of association, which represents the workforce's right to form, join and quit organizations to promote and protect their interests in the workplace.

The Group therefore:

- Forbids disloyal communication intended to influence its employees' decisions with regard to union representation.
- Undertakes to exclude any form of discrimination based on union activity in its recruitment and career management practices.
- Prohibits any discrimination against employees or their representatives who press claims for rights stipulated in this agreement.

Collective bargaining and freedom of association help to ensure fair employment terms and working conditions.

With due concern for constructive social dialogue, the parties to this agreement will do everything possible to increase the participation of employees and their representatives in social dialogue and its international development. They will encourage collective bargaining, the process whereby employee representatives and employers, or their representatives, negotiate the actual application of employment terms and working conditions and enter into mutually acceptable collective agreements. The Group pledges to take all necessary measures to maintain this dialogue.

The Group undertakes to apply a fair wage policy comparable with good standards in the profession for the country concerned as part of objective job assessment. Exchanges will be fostered with employee representatives on these subjects.

2-3. Prohibition of discrimination

The Group considers any discrimination, as characterized by unfair and unfavorable treatment of certain individuals, because of their gender, age, religion, political views, national origin, sexual orientation, gender identity, health, or disability, as unacceptable.

It is committed to fighting all forms of discrimination and affirms its resolve to respect diversity and promote equal opportunities in compliance with convention no. 111 of the ILO.

2-4. Prohibition of forced labor and child labor

In accordance with international guidelines and standards, each company shall ensure that its employees have freely chosen their jobs and are free to leave them under their terms of employment.

Every employment contract must state the component parts of the job (salary, working conditions, working time, etc.). Companies must pay fair and equitable remuneration, regularly and personally to each of their employees.

In accordance with the ILO standards, and subject to more protective local legislative provisions, the hiring of employees aged under 15 is prohibited. Moreover, the minimum age for admission to any kind of hazardous work which, by its very nature or by virtue of the conditions under which it is carried out, is liable to compromise the health, safety or moral well-being of adolescents, must not be under 18 years of age.

The Group applies these provisions equally in countries where they have not been transposed into national law.

2-5. Contractor and supplier relations

The Group expects its contractor companies and suppliers to:

- Adhere to the principles of Article 2 of this agreement, or to similar or equivalent principles.
- Make sure that their own contractors respect principles equivalent to the above.
- Comply with the legal and contractual provisions laid down in labor and social security law and with existing collective labor-management agreements.

The Group will make sure that the principles of this agreement are communicated and promoted among its contractors and suppliers. If the principles are not respected, the Group will take the necessary action, which may go as far as terminating the contract.

Article 3 DIVERSITY

The Group is committed to promoting diversity in its teams, particularly gender diversity, internationalization, integration of individuals with disabilities, social diversity and seniors.

3-1. Gender equality in the workplace

The parties to the present agreement express their resolve to ensure equality between women and men at work.

Workplace gender equality applies to recruitment, career development, training and equal pay for equal work.

3-2. Maternity

Each company in the Group ensures that absences due to maternity have no negative impact on the employees' pay or on the progression of their career, and at the same time, that the effects of maternity leave are neutralized.

In this respect, the individual pay increase of employees absent on maternity leave must be at least equal that year to the average of individual pay increases received over the three previous years. In addition, employees, who have been medically confirmed as pregnant, cannot be fired during maternity leave, except for a reason unrelated to their pregnancy.

Article 4
HEALTH, SAFETY IN THE WORKPLACE AND SOCIAL RESPONSIBILITY

The parties to the present agreement consider it essential for the Group's future to develop principles designed to:

- Guarantee the safety of people present on the Group's sites.
- Encourage the implementation of corporate social responsibility actions.

4-1. Appropriate health, safety, environment and quality policy

The parties to the present agreement consider human health and safety, safety in regard to operations, respect for the environment, customer satisfaction and listening to stakeholders as paramount priorities.

The Group strives to comply with applicable laws and regulations wherever it conducts its business, and supplements them, when appropriate, with its own specific requirements.

For all its operations, the Group implements appropriate management policies regarding safety, health, environment and quality risks which are regularly assessed.

The Group is committed to conduct a constructive social dialogue with the employee representatives in determining its health, safety, environment and quality policy.

No project development or product launch may be undertaken without a risk assessment covering the entire life of the project or product.

Therefore, investment projects, when designed, consider the health and safety of both the personnel and the neighboring communities, and plan the risk prevention measures to be taken.

4-2. Responsible Commitments

The parties to the present agreement recognize the need to promote among all employees a shared culture whose core components are skills management, incident feedback, lifelong learning, information and dialogue. This process is driven by the leadership and exemplary conduct of management.

All employees, at all levels, must be conscious in their jobs of their personal responsibility and give due consideration preventing risks of accident, harm to health, environmental damage or adverse impacts on product and service quality. Vigilance and professionalism in these fields are important criteria in evaluating the performance of each member of personnel, in particular those in positions of responsibility.

4-3. Obligations and means

Appropriate safety, health, environment and quality management systems for each business undergo regular assessment involving measurement of performance, setting milestones, formulating relevant action plans and instituting suitable control procedures.

Convinced that the employees have an important part to play in risk prevention, the parties commit to promote and respect:

- The right to be informed of risks in the workplace and to receive appropriate training to work safely.
- The right to contribute to initiatives for improving health and safety in the workplace.
- The right to refuse to carry out, or to interrupt, a dangerous job, the refusal being then analyzed to arrive at an appropriate common solution. This refusal should not give rise to a sanction if it is related to the correct exercise of this right.

In order to respond effectively in the event of accidents, the Group equips itself appropriately and establishes emergency procedures that are periodically reviewed and regularly tested during exercises.

It issues employees with appropriate protective equipment for the risks identified, informs them as to the rules and responsibilities with regard to safety, and provides safety training corresponding to the job.

The parties agree that to promote good practices with regard to health and safety, the indicators for safety in the workplace that are monitored as part of the internal management systems are communicated to the employee representatives in the entities and are the subject of discussions to improve them.

4-4. Body for exchange on safety issues

When entities do not have an official body where information regarding health and safety can be exchanged, the parties agree on the need to facilitate discussions between management and employee representatives in order to determine a framework for ongoing dialogue on these subjects.

4-5. Contractor and supplier relations

The Group favors the selection of its contractors and suppliers on the basis of their ability to comply with its policy on safety, health, environment and quality.

The parties to the present agreement consider that the health and safety of contractor employees is equally important as that of Total employees. The Group creates conditions conducive to safety and to physical and mental health, whatever the activities conducted by the employees on its sites.

Within this framework, each entity or affiliate of the Group is required to inform the employees of the contractor it has hired of the overall risks existing on the site.

Should any contractor company patently fail to observe the rules with regard to safety, health or protection of the environment, the Group will take the appropriate steps, including termination of the contract where necessary.

4-6. Economic and social development

In matters of health, safety, environment and quality, the Group adopts a constructive attitude based on open dialogue with stakeholders and outside parties. Through its social commitment, it focuses on developing its activities in harmony with neighboring communities.

The parties to this agreement recognize that the Group's activities must create value for its stakeholders, and particularly require:

- Complete transparency in the taxes and fees the Group pays in compliance with local laws and which contribute to the host territories' development.
- Creation of direct or indirect local jobs by means of a suitable contracting policy combined with sustainable education and training programs.
- Support to the implementation of:
 - o Socio-economic programs in developing countries.
 - o Assistance in developing the local entrepreneurial fabric.

4-7. Managing the impact of activities on ecosystems

The Group monitors and controls its energy consumption, greenhouse gas emissions, production of final waste and impact on biodiversity.

It develops new processes, products and customer services for enhancing energy efficiency and reducing environmental footprints.

It is engaged in exploring for and developing complementary energy resources and thus actively contributes to sustainable development.

Article 5 LIFE INSURANCE

The present article expresses the desire of the signatory parties to guarantee all employees of the Group a life insurance scheme of which they have defined the main principles.

The risk covered is the death of the employee whatever its cause, subject to typical life insurance exclusions (war, participation in certain sports, etc.).

The purpose of this agreement is to ensure employees that upon their death and whatever their professional category, the beneficiaries freely chosen by them, benefit from a level of coverage equivalent to two years of their gross reference salary.

The coverage comes as a lump sum.

Each company determines which employees are covered, the method of financing the coverage and the gross reference salary considered.

These conditions are to be adapted to local social laws and customs, and may therefore be negotiated or decided in consultation with employee representatives.

Article 6 SOCIAL MEASURES IN ANTICIPATION AND SUPPORT OF ORGANIZATIONAL CHANGES

The parties to this agreement affirm their resolve to anticipate and accompany organizational changes implemented by the Group as it adapts to its environment.

The Group therefore recognizes that:

- Dialogue with the employee representatives is essential and involves the necessity of keeping them informed on strategic, economic and social issues and the consequences of these changes.
- Organizational changes that have consequences on employment shall be announced to the employee representatives so that they can play a part as early as possible in the planned changes, in order to make them easier for the affected employees.
- It shall encourage the local entities to implement appropriate solutions to employment problems by facilitating internal or external reclassification so that a solution can be found for each employee to the employment problem resulting from these changes.

When divestments are being considered, the Group ensures that the sales contracts include previously negotiated commitments pertaining to the resulting social consequences for its employees.

When such organizational changes are made, the social measures implemented by the Group affiliates shall correspond to the best practices among companies in that sector in the country concerned.

Article 7

COMMUNICATION AND FOLLOW-UP ON THE AGREEMENT

7-1. Communication

The Group pledges to:

- Inform all personnel of the signature and availability for consultation of this agreement. It is available on the Group intranet.
- Ensure translation of the agreement into the languages agreed on with IndustriALL, i.e. German, English, Arabic, Chinese, Spanish, French, Dutch, Polish, Portuguese and Russian.

7-2. Follow-up on the agreement - FAIR Committee

The provisions of the present agreement reinforce and extend the Group's commitments with regard to CSR; they neither replace nor modify local practices with respect to dialogue and negotiation.

As regards follow-up of application of the provisions of this agreement, the parties agree to create a "FAIR" Committee (to Facilitate the Application, Involvement of all and regular measurement of the Results of the agreement).

The Committee will meet once a year, in the first semester. Every two years, the meeting shall be organized outside France.

The meeting is preceded by a half-day preparatory meeting, which may be attended by Group employees, who are designated by IndustriALL, from the geographical region in question. The Group shall facilitate attendance at this preparatory meeting regarding absence from the workplace.

The Committee shall be:

- Chaired by the Group Human Resources Division.
- Composed of representatives from trade unions affiliated to IndustriALL, and designated by the federation as follows:
 - o 1 from IndustriALL,
 - o 3 Group employees, from countries outside the European Union.
 - o 4 members of the European Works Council.

The follow-up meeting serves to:

- Examine the application of the provisions of this agreement.
- Identify good practices and propose actions for promoting them.
- Present, more widely, the Group's results and strategic orientations.

The costs of transport, accommodation, meals and interpreting incurred by the members of the FAIR committee related to this annual meeting shall be met by the Group under the conditions habitually applied in the Group.

7-3. Difficulty

Should any difficulty be observed in applying the agreement, the parties hereto undertake to inform each other at the earliest opportunity in order to find a solution in the shortest possible time.

They consider that difficulties should be settled as close to their origin as possible and therefore opt for application of the following procedure:

- Examination by the local Management; the employees claiming an alleged breach may be assisted by a representative of a local Union.
- If no agreement is reached, the subject shall be dealt with by the parties hereto, liaising with the Management and the local Unions.

Article 8 DURATION, EFFECTIVE DATE, REVISION, TERMINATION

The present agreement is entered into for a period of four years from its date of signature.

The French version shall be binding on the parties.

At the meeting of the FAIR Committee organized in the year of the end date of the agreement, the parties shall undertake a global review of its implementation and decide on whether it should be renewed.

The agreement may be revised at any time by an addendum, and terminated by either party, termination becoming effective six months after notification thereof.

Davos, January 22, 2015

Total

IndustriALL Global Union

Patrick Pouyanné
Chief Executive Officer

Jyrki Raina
General Secretary