DRAFT GUIDE FOR

MERGER NOTIFICATION

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Contents

I. Introduction

The aim of these guide is to clarify which transactions are considered to be mergers that require notification in Argentina, according to Act No. 27.442, the so-called "Act for the Defense of Competition" (ADC). That act instructs to notify all transactions that accomplish a series of qualitative and quantitative requirements, and sets a special procedure called "advisory opinion" (Section 10) to clear any doubt regarding those requirements.

This guide is based on the advisory opinions issued in Argentina by the National Commission for the Defense of Competition (CNDC), and also on the experience of that agency during the analysis of actual merger cases. The guide is meant to give more transparency and certainty to procedures, but does not constitute a bonding document. This is because the actual decision of possible merger transactions sometimes requires analyzing specific circumstances that each case may possess.

II. The principle of economic reality

In accordance with Section 4 of the ADC, the Argentine competition regime uses the principle of economic reality as a general interpretation rule:

Section 4 --- […] Concerning this Act, in order to determine the real nature of facts or conducts and agreements, there shall be taken into account the situations and economic relations that be effectively realized, pursued or established.

This principle allows the Competition Authority to determine the actual situation under analysis, and if its existence generates, or does not generate, economic effects in Argentina, independently of the way in which the transaction has been structured, and beyond the corporate or legal structures presented by the parties.

According to what is described in Section 4 of the ADC, the subjects of this provision are *"(…) all natural or legal persons, either public or private in nature, for-profit or non-profit, that perform economic activities in all or in part of the Argentine national territory, and the ones that perform economic activities outside Argentina, as long as their actions, activities*

or agreements may produce effects on the national markets". As a consequence of this, transactions that do not produce effects in the Argentine national territory are exempted from notification.

A case in which a merger transaction does not have to be notified occurs, for example, when an Argentine company acquires a foreign firm that makes non-substantial imports into the country. In this way, to consider that those imports are not substantial, several factors must be evaluated, such as their importance, regularity and predictability. When local purchases from a company turn out to be insignificant, it will be considered that the merger does not produce effects in the Argentina.

A tool that can be used to evaluate the relative significance of imports is to measure its amount, as well as its relative weight, within the tariff position to which they belong. It is important to keep in mind that tariff positions do not define a relevant market in itself, because they can lead to an incorrect scope for that market. Likewise, if its imports are occasional or not continuous, it will not be considered that the acquired firm has presence in the Argentine markets.

III. The concept of merger

The first thing to do, in order to evaluate if a transaction must be notified, is to verify the existence of a merger under the terms of Section 7 of the ADC, which states that:

"For the purpose of this law, an economic merger is the takeover of one or several undertakings (…)"

Therefore, a merger occurs when it simultaneously holds that: (1) At least two undertakings, previously independent, combine or merge with each other; and (2) There is a takeover (i.e., a non-transitory shift in the control of an undertaking, or a change in the way that the will of that undertaking is determined).[1]

[1] In accordance to the current version of the Argentine "Merger Control Guidelines" (issued by Resolution 2018-208-APN-SECC#MP of the Secretary of Commerce of Argentina), a merger can be horizontal, vertical or conglomerate. As a consequence of horizontal mergers, there is a non-transitory reduction in the number of

In the context of the Argentine competition law system, the term "undertaking" (*empresa*) is used to refer to an economic agent, i.e., to an entity that performs a certain economic activity.[2] An economic agent can be any entity dedicated to market goods and services, with independence of its legal status, the way in which it is financed or the purpose that it pursues (which may or may not be profit-oriented). For example, a business unit of a firm may be an economic agent in itself, that constitutes an undertaking in the context of merger control, and a change in the way in which it is governed may be subject to mandatory notification. State-owned enterprises are also included in this definition.

IV. The concept of control

In order to apply the provisions of chapter III of the ADC (which is the chapter that deals with merger notification and control), it is first useful to clarify the concept of control which is behind that part of the law.

In broad terms, control over an undertaking has to do with the rights, contracts and any other instrument that grants the possibility of having a substantial influence over the abovementioned undertaking. Substantial influence, in general terms, means the ability to determine the competitive strategy of the undertaking under analysis.[3]

Among the rights that give control over an undertaking, it is possible to mention those that allow to exert influence on relevant decisions, such as the approval of budgets, business plans, investment plans, commercial policies, pricing policies, volumes of production and

independent firms that operate in a market. Instead, in non-horizontal mergers (i.e., in vertical and conglomerate mergers) there is a change in the governance or control of one or more firms, but not necessarily in the number of independent firms that operate in the different markets.

[2] For the purpose of defining the economic activity of an undertaking, it is useful to take as a reference the main and secondary activities that the company declares upon the Federal Administration of Public Revenues of Argentina (AFIP), which has a very extensive catalog of economic activities. That catalog is in itself based on the National Classifier of Economic Activities (CLANAE 2010), issued by the National Statistics and Census Institute of Argentina (INDEC), which is in turn based on the Revision 4 of the International Standard Industrial Classification of Economic Activities from the United Nations Organization. For this reason, the abovementioned classification can also be useful to determine the economic activities of firms that are registered abroad (https://unstats.un.org/unsd/publication/SeriesM/seriesm_4rev4s.pdf).

[3] See, for example, Regulation (EC) N° 802/2004, from April 7, 2004, which applies Regulation N° 139/2004 about merger control in the European Union.

other market variables, advertising investments, research and development investments, designation of corporate authorities and chief executives, and, in general, any other issue that implies influencing the undertaking's competitive strategy.

To determine the existence of a relationship of control, the Competition Authority usually analyzes, among other aspects, the existence of preference shares that grants their holders the majority of the voting rights, the existence of shareholders' agreements and the rights of veto that may arise from such agreements or from a company's statutes. Control can be exercised both through "positive" and "negative" actions, so a person who possesses a right of veto over relevant decisions of an undertaking will be considered as a controller or co-controller, depending on the case. Generally, the existence of these rights of veto is seen as a sufficient condition for the existence of control.

Nevertheless, it is important to highlight that if a right of veto is related to the protection of minority shareholders, that right might not be considered suitable to grant control from the point of view of the ADC. Among this type of cases, it can be mentioned the decisions to change a company's purpose, to begin a bankruptcy process, to change a dividend policy, to restructure debts, or to carry out a merger process.

V. Acts subject to mandatory notification

The ADC establishes that acts that are subject to mandatory notification always imply, in one way or another, the takeover of one or several undertakings or their assets, therefore causing a change in the "nature of control". Such change must be non-transitory, in order to have an enduring influence on the affected markets. For this reason, corporate reorganizations are typically exempted from notification, since they do not imply a takeover, but only a modification within an existing "control group".

Generally speaking, there are three categories of business transactions that may be subject to mandatory notification: i) "Proper mergers"; ii) Acquisitions of the control over existing undertakings, and iii) Creation of joint ventures with "full functions". Those types of transactions are listed in Section 7 of the ADC, and will be analyzed below.

V.1. Section 7, Sub-Section a): "Proper mergers"

Section 82 of Act No. 19,550 (the so-called "Company Act" of Argentina) provides two categories of "proper mergers": (i) Mergers "through consolidation", which occur when two or more companies are dissolved, without being liquidated, in order to constitute a new company; and (ii) Mergers "through absorption", which occur when an existing company absorbs one or more companies, which are dissolved without being liquidated. Both cases may constitute a notifiable merger under the terms of Chapter III of the ADC.

V.2. Section 7, Sub-Section b): Ongoing business establishments

According to Section 1 of Act No. 11,867 (the so-called "Business Goodwill Act" of Argentina), the elements of an ongoing "business establishment" or "business goodwill", for the purposes of its transfer by any title, are: facilities, merchandise stocks, business names, clientele, right to premises, innovation patents, trademarks, industrial designs, honorific distinctions, and all the other rights derived from commercial, industrial or intellectual property. The change of control in the business goodwill of a firm, through the acquisition of any of the elements previously mentioned, whether total or partial, may therefore constitute a notifiable merger under the terms of Chapter III of the ADC.

V.3. Section 7, Sub-Sections c) and e): Acquisitions of shares

Another type of transaction which may be subject to notification, according to Section 7, Sub-Section c) of the ADC, is the one that results from "the acquisition of property rights or any other rights over a company's shares, or over debt securities that grant any kind of right to be converted into shares or to have any sort of influence on the decisions of the company that issues them, provided that such acquisition gives the acquiring party a right to control or a substantial influence over that company". Likewise, Sub-Section e) of Section 7, adds to the previous definition the case when "any of the acts of Sub-Section c) of the present Section … imply the acquisition of substantial influence over the competitive strategy of a company".

The type of control that arises through acquisition of shares can be exclusive or joint, and it can be *de jure* or *de facto*. The acquisition of exclusive control can occur when a person buys the majority of the shares or voting rights in a company, but also when that person possesses

a fraction of those shares which is enough to ensure him or her the control of the company's will. Conversely, joint control arises when two or more shareholders or owners must reach an agreement on the relevant decisions that affect the controlled company, so that these cannot be adopted without the approval of all the members in that control group, or when all those members retain some power of veto over such decisions.

Notice that when any change in the nature of control takes place, that is, when a transaction results in joint control being transformed into exclusive control, or vice versa, this may constitute a notifiable merger, as it implies that at least two previously independent undertakings (or two "partially dependent" undertakings) are combined or integrated. For example, a case that may be subject to mandatory notification can be one in which certain undertaking (A) obtains exclusive control over another undertaking (B), over which A already had joint control. This is explained by the fact that, as a result of this transaction, there is a merger between the activities of the agent acquiring the exclusive control (activities of A) and the activities of the undertaking which is now exclusively controlled (activities of B). In short, modifications in the nature of control are subject to revision insofar they simultaneously generate some kind of merger between previously independent (or partially dependent) undertakings.

The opposite example arises when a transaction results in the transition from exclusive control to joint control. In those cases, a certain undertaking (A) acquires control, together with another undertaking (B), of a third undertaking (C). In this case, the transaction merges the previous activities of the agent that acquires joint control (A) and those of the undertaking over which he or she acquires joint control (C).

Another possible case could be the entrance of a new shareholder (A) with substantial influence over a firm (B), which was already jointly controlled by two other shareholders (C and D). This transaction can be a notifiable merger, even though it implies a situation in which there is joint control both *ex ante* and *ex post*. This occurs because in that situation there is a shareholder (A) that acquires sufficient influence over firm B and, thus, the ability to coordinate the economic activities that he or she used to do prior to the merger (activities of A) with the economic activities of the firm in which he or she is acquiring joint control (activities of B).

V.4. Section 7, Sub-Section d): Other agreements or acts

The last group of transactions that can be subject to mandatory notification is the one mentioned in Section 7 Sub-Section d) of the ADC, which refers to "any other agreement or act that transfers to a person or economic group, by factual or legal means, the assets of an undertaking, or that gives that person or economic group significant influence in ordinary or extraordinary management decisions of an undertaking". As such, any transaction that involves the modification of control over an undertaking, regardless of its legal architecture (which can be an acquisition of assets, or a partnership agreement, or any other legal act), may constitute a notifiable merger.

V.4.1. Asset transfers

For an asset transfer to qualify as a notifiable merger under the provisions of Chapter III of the ADC, three requirements must be met: (i) The transaction must involve all those assets that enable the realization of one or more economic activities; (ii) It must be possible to assign, currently or potentially, an independent volume of business to the transferred assets, with its own clientele and economic value; and (iii) The assets must, by themselves, generate matters of an economic nature, that is, they must allow in some way to produce goods or services that can be supplied in a market.

This definition of assets includes both tangible and intangible assets. In this context, it is understood that a *façon* agreement, a brand, a client portfolio, a commercial establishment with its own clientele, a concession for the exploitation of hydrocarbons, among others, may be assets under the definition of Section 7 Sub-Section d) of the ADC.

In accordance with what was previously mentioned, the acquisition of real estate, such as buildings or land, can only generate the obligation to notify according to Section 7 Sub-Section d) of the ADC when such transaction generates a merger between two activities that before the transaction were or could be carried out independently, and only when that real estate can generate an independent turnover with its own clientele and value. For example, if the acquirer is engaged in the real estate rental business, and the acquired property is also dedicated to that activity, the acquisition could be classified as a merger and it could be notifiable under Section 7 Sub-Section d) of the ADC. On the contrary, the purchase of real

estate by a company for its own use (for example, to install its factory or its offices) would not be notifiable.

Another example of a notifiable merger could be the acquisition of a set of loan debit balances by a financial institution. In contrast, the transfer of a contractual supply relationship is normally not considered to be a merger under the terms of Section 7 of the ADC.

V.4.2. Creation of joint ventures with full functions

A joint venture is an association of economic agents created to undertake a specific business project. Joint ventures are usually motivated by the need to apportion risks and/or capital requirements of the business project in question. For this reason, joint ventures are common in industries that extract or exploit natural resources, where capital costs and the possibility of failure are high, and are also frequent in activities aimed at the development of new technologies.

From the point of view of their corporate governance, joint ventures are entities which are jointly controlled by the economic agents that constitute them. Joint ventures with full functions are characterized by acting in the market with autonomy or operational independence with respect to their parent companies, and therefore their creation has the capacity to produce structural changes in the markets.

To generate the obligation to notify the creation of a joint venture, the undertaking that is created must have the full functions of an autonomous economic entity. This requirement does not imply absolute autonomy in the adoption of strategic decisions, but it does imply that the joint venture has operational or functional autonomy. This occurs when the following requirements are met:

a) The undertaking that is created by the joint venture must perform all the functions normally carried out by the firms that participate in the market in which that undertaking will operate. It must therefore have a certain degree of operational autonomy (for example, a specific address dedicated to daily operations, and enough tangible or intangible assets), and human and financial resources to carry out its business activity in a permanent fashion.

b) Likewise, an undertaking that is created as a joint venture cannot be considered autonomous if all its functions are associated to tasks performed by its parent firms. Its activity, therefore, must exceed the mere aid or support to the firms that control it, forming part of a market that exceeds them.

c) Additionally, the joint venture must be planned as a non-transitory endeavor. This does not imply that the joint venture contracts that include a term of expiration for the created undertaking are for that mere fact excluded from the merger control procedure of the ADC. If the period is long enough to generate a lasting change in market structures, or when that period could be extended, it may be considered that it provides the created undertaking a non-transitory nature.

If the abovementioned requirements are not met, however, the undertaking that is born with the joint venture will not be considered as an economic agent under the terms of the ADC, and therefore the obligation to notify its registration or change of control will not be generated. But note that the acquisition of a joint venture that is already existing, or a change in the control of such joint venture, is in general a change of control that qualifies as a notifiable merger under Section 7, Sub-Section c) of the ADC.

VI. The monetary thresholds

For a merger to be notifiable under the provisions of Section 7 of the ADC, it is also necessary that it meets certain requirements related to the size of the involved transaction. To do this, the ADC has established some "monetary thresholds", which arise from quantitative criteria stipulated in Sections 9 and 11 of the ADC. It should be noted that these quantitative criteria are not established in current currency, but are set using an *ad hoc* unit of account called "mobile unit" (Section 85 of the ADC), whose monetary value is updated annually according to the evolution of the Argentine consumer price index.

For a merger to exceed the monetary thresholds set by the ADC, and therefore be notifiable before the Argentine competition authority, two conditions must be simultaneously met:

1) The business turnover of the undertakings involved in the merger must exceed the sum of 100 million mobile units within Argentina (Section 9 of the ADC), and

2) The amount of the transaction or the value of the assets (located in Argentina) that are absorbed, acquired or transferred must exceed 20 million mobile units or, in the previous 12 months, transactions have been carried out in the same market that altogether exceed this amount or, in the last 36 months, transactions have been carried out in the same market that altogether exceed 60 million mobile units (Section 11 of the ADC).

VI.1. Business turnover threshold

To calculate the business turnover of the undertakings involved in a merger, the Enforcement Authority will first take into account the value of the "net sales" that appear in the firms' last income statements, approved by their corresponding governing bodies. This is because the ADC explains that, to calculate business turnover, it is necessary to subtract, from the amount of the involved undertakings' total revenue, all the taxes related to the sale of goods and services, such as the value added tax, the gross revenue tax, the tax on banking credits and debits, and any other associated duty whose tax base is a function of the firms' sales.

The financial statements that are used to demonstrate that the involved undertakings have reached the business turnover threshold, are those closed during the last period immediately before the merger under analysis has taken place. It is not necessary that those financial statements are certified by any legal or accounting institution.

VI.2. Involved undertakings

The undertakings involved in a merger, in order to compute the revenue that will be compared with the business turnover threshold, are the ones that are actually merging, together with their economic groups (if the transaction under analysis is a "proper merger" or the creation of a joint venture), or the buying party, the target undertaking and their respective economic groups (if the transaction under analysis is an acquisition of a firm or a group of assets). That is why, in order to calculate the relevant business turnover, one has to consider the net sales of the buying firm, the net sales of the acquired firm, the net sales of the controlling firms of the acquiring firm (i.e., the "acquiring group"), and the net sales of the firms controlled by the acquired firm (i.e., the "acquired group"). On the contrary, the calculation must not

include the revenues of the firm or group that is acting as a "selling party" in the transaction under analysis.

The reason why the selling party is not taken into account in order to calculate the business turnover affected by a merger has to do with the idea that such party is by definition exiting the markets in which the target firm operates. That is also why the regulatory decree issued as a complement of the ADC (Decree No. 480, from May 23, 2018) establishes that the notification of a merger is optional for the selling party, and that it is the Enforcement Authority the one that can eventually require that selling party to participate in the merger notification procedure.

Another group of firms whose sales are not computed in the calculation of the relevant business turnover affected by a merger is the one constituted by firms that are related but not actually controlled (directly or indirectly) by the involved undertakings (e.g., firms in which those undertakings are minority shareholders).

VI.3. Amount of the merger and value of the assets

Usually, the amount of a merger arises directly from the contract that implements it, while the value of the assets arises from the financial statements of some of the firms involved (or, in some particular cases, from the market value of the involved assets).

The calculation of those values is typically straightforward, but it may generate some difficulties in mergers that affect several countries, because in those cases it usually occurs that the involved firms have economic activity or assets located in more than one country. This is due to the fact that the monetary thresholds established by the ADC are national thresholds, and do not include values that affect countries different from Argentina. In those international merger cases, an acceptable estimation of the amount of the merger can be obtained by considering the companies' sales in Argentina as a percentage of their global sales, and by then multiplying that result by the amount of the merger that appears in the corresponding contract.[4]

[4] Suppose, for example, that there is an international acquisition of a firm that sells US$ 1000 million per year globally, and that 10% of those sales (i.e., US$ 100 million) occur in Argentina. If the total amount of the transaction is U$S 200 million, then it can be considered that the "Argentine amount of the merger", to be

In cases of mergers that involve investment funds, their corresponding business turnover must be computed taking into account the firms over which the corresponding fund has control, according to Section 9, Sub-Section b) of the ADC. It should be pointed out that investment funds usually have a multiplicity of different characteristics concerning the control that they exercise over the assets that they possess. Therefore, the issue of control must be analyzed separately over each investment that a fund has, according to the criteria that has been established in this guide to analyze the existence of control.

VII. The exemptions to mandatory notification

Section 11 of the ADC contains a list of transactions that are exempted from mandatory notification. The transactions listed in Sub-Sections a) and b) have to do with specific situations in which there is no change in the nature of business control, and therefore they are not mergers in the sense established by Section 7 of the ADC. Sub-Sections c) and d), instead, have exemptions for transactions that do imply a change in the nature of business control over an undertaking. Finally, Sub-Section e) is about the monetary thresholds related to the amount of a merger and to the value of its assets, which is a topic that was already dealt with in the previous chapter of this guide.

VII.1. Section 11, Sub-Section a): Acquisitions in which the buyer already owns more than 50% of the target company's shares

As a general rule, it is assumed that being the owner of more than 50% of a company's shares already confers a person the exclusive control over that company. That implies that subsequent acquisitions of shares from the same company do not generate any "additional control" over a target firm, and therefore those subsequent acquisitions are not mergers in the sense established by Section 7 of the ADC.

However, if the assumption stated in the previous paragraph is not met, then the abovementioned exemption does not apply. For example, if a shareholder has more than 50% of a company's shares, but does not hold the exclusive control of that company (because

compared with the threshold established by Section 11 of the ADC, is US$ 20 million, since that figure is equivalent to 10% of the total amount of the corresponding transaction.

there exists another shareholder, with less than 50% of the shares, who has a veto right over the strategic decisions of the company under analysis, or with substantial influence over the competitive strategy of that company), then a transaction that gives the first shareholder an exclusive control over the company's will should definitely be notified.

VII.2. Section 11, Sub-Section b): Acquisitions of bonds, debentures, non-voting shares or debt securities

Bonds, debentures, non-voting shares and debt securities are financial instruments that usually do not affect, by themselves, the corporate governance of a firm or its decision-making process. Therefore, the acquisitions of those instruments are not considered to be mergers in the sense of Section 7 of the ADC, and must not be notified.

VII.3. Section 11, Sub-Section c): Acquisitions of a single undertaking in Argentina by a single foreign economic agent

This provision removes the obligation to notify mergers through which a foreign economic agent enters the Argentine markets for the first time. This type of exemption is common in merger control regimes, and is known as the "first landing" exemption.

In order to be considered for this exemption, the target of the merger must be a "single undertaking", and the buyer must be "a single foreign economic agent". The term "single undertaking", in the context of the ADC, refers to an independent economic agent. This means that the "single undertaking" is not necessarily a firm constituted according to the parameters established by the Argentine "Company Act". On the contrary, the acquisition of a set of companies can sometimes be considered as the acquisition of a single undertaking. What will be relevant to determine if those companies are a single unit is the fact that, previous to the merger, they carry on their activities in a coordinated fashion and under common control.

This exemption can also be applicable when the buyer already controls another firm in Argentina, even long before the transaction under analysis, provided that such firm has not performed any economic activity in the Argentine national territory. In order to check this, it must be noted that "economic activity" is a broader concept than just the "sale of goods or services", since it also includes, for example, the purchases and contracts that are made to

carry out a productive process, the acquisition of licenses or permits, etc. Therefore, the circumstances of the case will indicate if there has been any previous economic activity, and this can be evidenced by the financial statements of the firm under analysis. A similar issue arises when a firm or individual has assets in Argentina, but those assets do not have a sufficient degree of operational autonomy to constitute an economic undertaking. For this reason, the first landing exemption can also be applied although the buyer has real estate in Argentina, provided that real estate is used for personal purposes and it is not devoted to a process of production or marketing of goods or services.

The exemption established by Section 11, Sub-Section c) of the ADC also holds if a foreign firm has minority interests in undertakings in Argentina, provided that it does not possesses control or substantial influence over those undertakings' will. This is because, having only minority interests without control or substantial influence, the landing of a foreign firm cannot produce any increase in economic concentration in any Argentine market (since it does not produce a combination between previously independent undertakings in Argentina).

Note, however, that if the buyer is a foreign company which is already present in the Argentine markets through significant, habitual and frequent exports, then the first landing exemption is not applicable. The reason for this is that the buying firm is already operating in the Argentine markets, and therefore an acquisition of another undertaking implies a merger with potential effects in Argentina (which is thus notifiable).

Finally, note also that, in relationship to the address of a foreign company, the regulatory decree issued as a complement of the ADC (Decree No. 480, from May 23, 2018) states that any company whose main business address is abroad is considered to be foreign. This holds even if that firm has a legal address in Argentina, established in order to become a party in the merger transaction under analysis.

VII.4. Section 11, Sub-Section d): Acquisitions of inactive firms

Section 11 of the ADC has an additional provision concerning the exemption to notify the acquisition of firms that are inactive or without economic activity for at least one year. This can be proved, for example, showing the financial statements of the corresponding firm. The lack of activity may be due to the fact that the company never carried out any activity, or

because, having had an economic activity in the past, that activity has ceased.

For the purposes of this exemption, it should be borne in mind that, as mentioned in the preceding section, the concept of economic activity is broader than the mere sale of goods and services in a market. This concept also includes, for example, the purchases or contracts made for the launch or re-launch of a process of production or marketing of goods or services. The ADC, however, introduces a limit to this exception, for the specific case in which the main economic activities declared by the acquiring firm and the acquired undertaking were the same.[5]

VIII. State-owned enterprises

In the case of transactions involving state-owned enterprises, in order to know whether there is a merger in the sense of Section 7 of the ADC, it is necessary to establish if the involved undertakings are independent economic agents. This is because, even if their owner or controlling partner is the same national of sub-national State, it may occur that the involved companies can make their business decisions (i.e., their commercial strategies, budgets, business plans, etc.) in an autonomous way, without the intervention or rectification from a centralized State agency.

When a transaction involves the combination of two or more state-owned enterprises that are independent concerning their business behavior (although they may be owned by the same State), then that transaction will be considered a merger, and will be subject to mandatory notification provided that it exceeds the monetary thresholds established by the ADC.

[5] In order to show that, the standard procedure consists of comparing the economic activities declared before the Federal Administration of Public Revenues of Argentina (AFIP).