

United States District Court
Southern District of Texas
FILED

JUN 28 2010

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

David J. Bradley, Clerk of Court

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
 TECHNIP S.A.,)
)
 Defendant.)
 _____)

H-10-439

Criminal No. _____

18 U.S.C. § 371

15 U.S.C. § 78dd-1

DEFERRED PROSECUTION AGREEMENT

Defendant Technip S.A. (“Technip”), a public corporation organized under the laws of France, by its undersigned attorneys, pursuant to authority granted by Technip’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. Technip acknowledges that the United States will file the attached two-count criminal Information in the United States District Court for the Southern District of Texas charging Technip with conspiracy to commit an offense against

the United States in violation of 18 U.S.C. § 371, that is, to violate the anti-bribery provisions of the Foreign Corrupt Practices Act (“FCPA”), as amended, 15 U.S.C. §§ 78dd-1 and 78dd-2 (Count One), and violating the anti-bribery provisions of the FCPA, 15 U.S.C. § 78dd-1 (Count Two). In so doing, Technip knowingly waives: (a) 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) any objection with respect to venue and consents to the filing of the Information, as provided under the terms of this Agreement, in the United States District Court for the Southern District of Texas.

2. Technip admits, accepts, and acknowledges that it is responsible under United States law for the acts of its employees, subsidiaries, and agents as set forth in the Statement of Facts attached hereto as Attachment A, and incorporated by reference into this Agreement, and that the facts described in Attachment A are true and accurate. Should the Department pursue the prosecution that is deferred by this Agreement, Technip agrees that it will neither contest the admissibility of, nor contradict, in any such proceeding, the Statement of Facts. 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 criminal Information is filed and ending two (2) years and seven (7) calendar days from that date (the "Term"). However, Technip agrees that, in the event that the Department determines, in its sole discretion, that Technip has knowingly violated any provision of this Agreement, an extension or extensions of the term of the Agreement may be imposed by the Department for up to a total additional time period of one year, without prejudice to the Department's right to proceed as provided in Paragraphs 13-16 below. Any extension of the Agreement extends all terms of this Agreement, including the term of the monitorship under Paragraph 10 and Attachment D, for an equivalent period.

Relevant Considerations

4. The Department enters into this Agreement based on the individual facts and circumstances presented by this case and Technip. Among the facts considered were: (a) Technip cooperated with the Department's investigation of Technip and others; (b) Technip undertook remedial measures, including the implementation of an enhanced compliance program, and agreed to undertake further remedial measures as contemplated by this Agreement; (c) Technip agreed to continue to cooperate with the Department in any ongoing investigation of the

conduct of Technip and its employees, agents, consultants, contractors, subcontractors, subsidiaries, and others relating to violations of the FCPA; and (d) the impact on Technip, including collateral consequences, of a guilty plea or criminal conviction.

5. Technip shall continue to cooperate fully with the Department in any and all matters relating to corrupt payments and related false books and records and internal controls, subject to applicable law and regulations, including Articles 1 and 1 bis of 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, Technip shall also cooperate fully with other law enforcement authorities and agencies in any investigation of Technip, or any of its present and former directors, employees, agents, consultants, contractors, subcontractors, and subsidiaries, or any other party, in any and all matters relating to corrupt payments and related false books and records and internal controls. Subject to the foregoing limitations, Technip agrees that its cooperation shall include, but is not limited to, the following:

a. Technip 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, subcontractors, and subsidiaries concerning all matters relating to corrupt payments and related false books and records and inadequate internal controls, about which Technip has any knowledge and about which the Department may inquire. This obligation of truthful disclosure includes the obligation of Technip to provide to the Department, upon request, any document, record or other tangible evidence relating to such corrupt payments, false books and records, or inadequate internal controls about which the Department may inquire of Technip.

b. Upon request of the Department, with respect to any issue relevant to its investigation of corrupt payments in connection with the operations of Technip, related false books and records, and inadequate internal controls, Technip 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 Technip. It is further understood that Technip must at all times provide complete, truthful, and accurate information.

c. With respect to any issue relevant to the Department's investigation of corrupt payments, related false books and records, and inadequate internal controls in connection with the operations of Technip, or any of its present or former subsidiaries or affiliates, Technip shall use its best efforts to make

available for interviews or testimony, as requested by the Department, present or former directors, employees, agents, consultants, contractors, and subcontractors of Technip. 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 will include identification of witnesses who, to the knowledge of Technip, 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, Technip consents to any and all disclosures consistent with applicable law and regulation to other governmental authorities of such materials as the Department, in its sole discretion, shall deem appropriate.

Payment of Monetary Penalty

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

- A. The 2003 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 \$199 million, which corresponds to the value of the benefit Technip 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)(1) The organization had 5,000 or more employees, and individuals within high-level personnel participated in, condoned, or were willfully ignorant of the offense, and tolerance of the offense by substantial authority personnel was pervasive throughout the organization	+5
(g) The organization fully cooperated in the investigation and clearly demonstrated recognition and affirmative acceptance of responsibility for 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	\$199 million
Multipliers	1.6/ 3.2
Fine Range	\$318.4 million/\$636.8 million

Technip agrees to pay a monetary penalty in the amount of \$240 million, or approximately 25% below the bottom of the applicable Sentencing Guidelines fine range of \$318.4 million. Technip agrees to pay this monetary penalty to the United States Treasury in installments as follows: \$30,000,000 within ten days of the

execution of this agreement; and seven installments of \$30,000,000, each due on the first day of each quarter beginning August 1, 2010, and ending February 1, 2012. The \$240 million penalty is final and shall not be refunded. Furthermore, nothing in this Agreement shall be deemed an agreement by the Department that the \$240 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. Technip acknowledges that no United States tax deduction may be sought in connection with the payment of any part of this \$240 million fine.

Conditional Release from Criminal Liability

7. In return for the full and truthful cooperation of Technip as described in Paragraphs 4 and 5 above, and its compliance with the other terms and conditions of this Agreement, the Department agrees, subject to Paragraphs 13-15 below, not to use any information related to the conduct described in the attached Statement of Facts against Technip or any of its wholly owned or controlled subsidiaries in any criminal case, except: (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. In addition, the Department agrees, except as provided herein, that it will not bring any criminal case against Technip or any of its wholly owned or controlled subsidiaries related to the conduct of present and former directors, employees, agents, consultants, contractors, and subcontractors, as described in the attached Statement of Facts, or relating to information Technip disclosed to the Department prior to the date on which this Agreement was signed.

a. This Paragraph does not provide any protection against prosecution for any corrupt payments, false books and records, or inadequate internal controls, if any, by Technip in the future, or by any of its directors, employees, agents, consultants, contractors, or subcontractors, irrespective of whether disclosed by Technip, pursuant to the terms of this Agreement.

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

Corporate Compliance Program

8. Technip 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 whose responsibilities include interacting with foreign officials. 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 Technip would otherwise be responsible.

9. In order to address any deficiencies in its internal controls, policies, and procedures regarding compliance with the FCPA, the anti-corruption provisions of French law, and other applicable anti-corruption laws, Technip 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 the existing internal controls, policies, and procedures within Technip. Where necessary and appropriate, Technip will adopt new or modify existing internal controls, policies, and procedures in order to ensure that Technip 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 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 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. Technip agrees to engage a corporate compliance monitor. The Monitor's term, duties, and authority, and the obligations of Technip with respect to the Monitor and the Department, are set forth in Attachment D, which is incorporated by reference into this Agreement.

Deferred Prosecution

11. In consideration of: (a) the past and future cooperation of Technip described in Paragraphs 4 and 5 above; (b) Technip's payment of a monetary penalty of \$240,000,000; and (c) Technip's adoption and maintenance of remedial measures, and independent review and audit of such measures, including the compliance code and review by the Monitor described in Paragraphs 8 through 10 above, the Department agrees that any prosecution of Technip for the conduct set

forth in the attached Statement of Facts, and for the conduct that Technip disclosed to the Department prior to the signing of this Agreement, be and hereby is deferred for the Term of this Agreement.

12. The Department further agrees that if Technip fully complies with all of its obligations under this Agreement, the Department will not continue the criminal prosecution against Technip 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 Information filed against Technip described in Paragraph 1.

Breach of the Agreement

13. If, during the Term of this Agreement, the Department determines, in its sole discretion, that Technip has (a) committed any felony under federal law subsequent to the signing of this Agreement, (b) at any time provided deliberately false, incomplete or misleading information, or (c) otherwise breached the Agreement, Technip shall thereafter be subject to prosecution for any federal criminal violation of which the Department has knowledge and the Information attached as Exhibit 1 may be pursued by the Department in the U.S. District Court for the Southern District of Texas. Any such prosecution may be premised on information provided by Technip. 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 Technip 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, Technip agrees that the statute of limitations with respect to any prosecution that is not time-barred on the date of this Agreement shall be tolled for the Term plus one year.

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

15. In the event that the Department determines that Technip has breached this Agreement: (a) all statements made by or on behalf of Technip to the Department or to the Court, including the attached Statement of Facts, and any testimony given by Technip before a grand jury or any tribunal, 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 Technip; and (b) Technip 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 Technip prior or subsequent to this Agreement, and any leads derived therefrom, should be suppressed. The decision whether conduct or statements of any individual will be imputed to Technip for the purpose of determining whether Technip has violated any provision of this Agreement shall be in the sole discretion of the Department.

16. Technip acknowledges that the Department has made no representations, assurances, or promises concerning what sentence may be imposed by the Court if Technip breaches this Agreement and this matter proceeds to judgment. Technip 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 Technip

17. Technip 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 Technip

18. Technip expressly agrees that it shall not, through present or future attorneys, directors, employees, agents, or any other person authorized to speak for Technip make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by Technip set forth above or the facts described in the attached Statement of Facts. Any such contradictory statement shall, subject to cure rights of Technip described below, constitute a breach of this Agreement and Technip thereafter shall be subject to prosecution as set forth in Paragraphs 13-16 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 Technip for the purpose of determining whether they have 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 Technip, and Technip may avoid a breach of this Agreement by publicly repudiating such statement(s) within five (5) business days after notification. Consistent with the

obligations of Technip as set forth above, Technip shall be permitted to raise defenses and to assert affirmative claims in civil, regulatory, or foreign proceedings relating to the matters set forth in the Statement of Facts. This Paragraph does not apply to any statement made by any present or former employee of Technip in the course of any criminal, regulatory, or civil case initiated against such individual, unless such individual is speaking on behalf of Technip.

19. Technip agrees that if it or any of its direct or indirect affiliates or subsidiaries issues a press release in connection with this Agreement, Technip shall first consult the Department to determine whether (a) the text of the release is true and accurate with respect to matters between the Department and Technip; and (b) the Department has no objection to the release. Nothing herein shall limit the right of Technip to make truthful disclosures required by applicable securities laws and regulations.

Limitations on Binding Effect of Agreement

20. This Agreement is binding on Technip 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 Technip and its compliance with its other

obligations under this Agreement to the attention of such agencies and authorities, if requested to do so by Technip.

Notice

21. 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, in each case, for the Department, addressed to Deputy Chief-FCPA, Fraud Section, Criminal Division, U.S. Department of Justice, Fourth Floor, 1400 New York Avenue, N.W., Washington, D.C. 20005 and, for Technip, addressed to Robert D. Luskin, Patton Boggs, LLP, 2550 M Street, NW, Washington, D.C. 20037, John F. Savarese, Wachtell Lipton Rosen & Katz, 51 West 52nd Street, New York, NY 10019, and to John Harrison, General Counsel, Technip S.A., Technip Corporate Services, CS 51650, 89 avenue de la Grande Armee, 75773 Paris, Cedex 16, France. Notice shall be effective upon actual receipt by Technip.

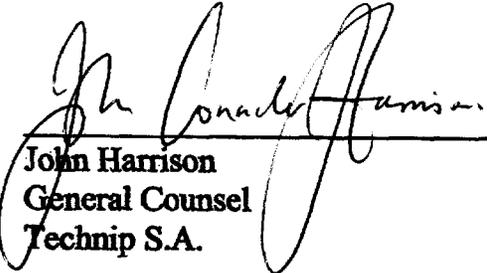
Complete Agreement

22. This Agreement sets forth all the terms of the agreement between Technip 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 Technip, and a duly authorized representative of Technip.

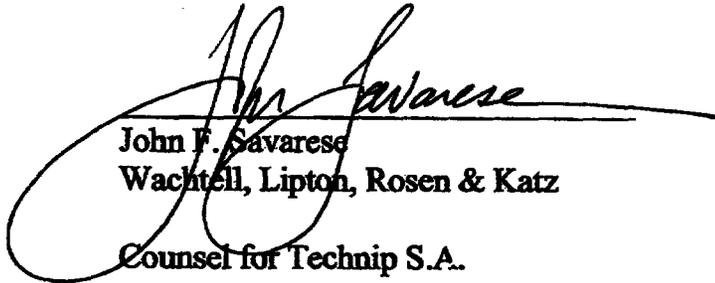
AGREED:

FOR TECHNIP S.A.:

By:

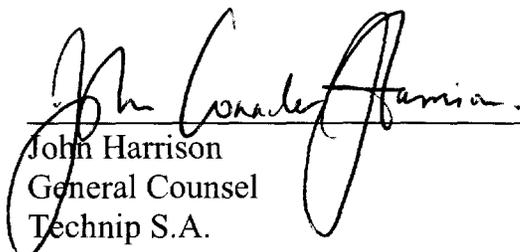

John Harrison
General Counsel
Technip S.A.


Robert D. Luskin
Patton Boggs LLP


John F. Savarese
Wachtell, Lipton, Rosen & Katz
Counsel for Technip S.A.

AGREED:

FOR TECHNIP S.A.:

By: 

John Harrison
General Counsel
Technip S.A.

Robert D. Luskin
Patton Boggs LLP

John F. Savarese
Wachtell, Lipton, Rosen & Katz

Counsel for Technip S.A.

AGREED:

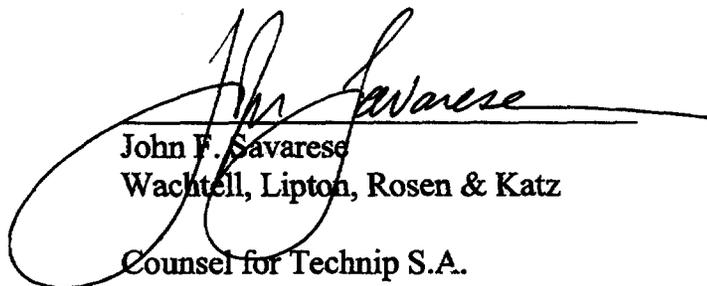
FOR TECHNIP S.A.:

By: _____

John Harrison
General Counsel
Technip S.A.



Robert D. Luskin
Patton Boggs LLP



John F. Savarese
Wachtell, Lipton, Rosen & Katz
Counsel for Technip S.A.

FOR THE DEPARTMENT OF JUSTICE:

DENIS J. MCINERNEY
Chief, Fraud Section
Criminal Division
United States Department of Justice

By: William J. Stuckwisch
William J. Stuckwisch
Acting Assistant Chief
D.C. Bar No. 457278

Patrick F. Stokes/wss
Patrick F. Stokes
Deputy Chief
Maryland State Bar

United States Department of Justice
Criminal Division, Fraud Section
1400 New York Ave., N.W.
Washington, D.C. 20005
Tel: (202) 353-2393
Fax: (202) 514-0152

Washington, D.C., on this 24th day of June, 2010.

GENERAL COUNSEL'S CERTIFICATE

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

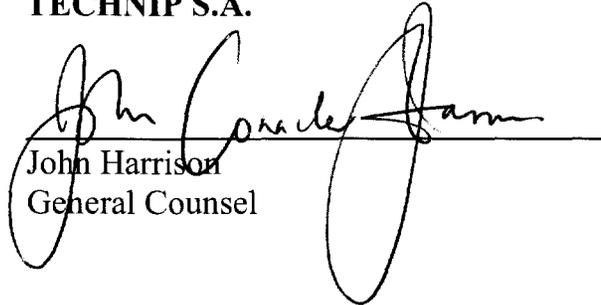
I have carefully reviewed the terms of this Agreement with the Board of Directors of Technip. I have advised and caused outside counsel for Technip to advise the Board of Directors fully of the rights of Technip, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences 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 Technip, 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 Technip S.A. and that I have been duly authorized by Technip to execute this Agreement on behalf of Technip.

Date: _____, 2010

TECHNIP S.A.

By:

A handwritten signature in black ink, appearing to read "John Harrison", is written over a horizontal line. The signature is stylized and cursive.

John Harrison
General Counsel

CERTIFICATE OF COUNSEL

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

Date: 21 June, 2010



Robert D. Luskin
Patton Boggs LLP

Counsel for Technip S.A.

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 Technip S.A., and the parties hereby agree and stipulate that the following information is true and accurate. As set forth in Paragraph 2 of the Agreement, Technip S.A. admits, accepts, and acknowledges that it is responsible for the acts of its subsidiaries, employees, and agents as set forth below.

Should the Department pursue the prosecution that is deferred by this Agreement, Technip S.A. 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. Technip S.A. (“Technip”) is a French corporation headquartered in Paris, France. At all relevant times, Technip was engaged in the business of providing engineering, procurement, and construction (“EPC”) services around the

world, including designing and building liquefied natural gas (“LNG”) production plants. In August 2001, Technip registered a class of securities with the United States Securities and Exchange Commission (“SEC”) and in October 2001 became listed on the New York Stock Exchange. As an issuer of publicly traded securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934, Title 15, United States Code, Section 78l, Technip was required to file periodic reports with the SEC under Section 13 of the Securities Exchange Act, Title 15, United States Code, Section 78m. From August 2001 until November 2007, Technip was an “issuer” within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1.

The Joint Venture, Its Members, and Related Entities

2. The “Joint Venture” was a four-company venture formed in 1990 for the purposes of bidding on and, if successful, performing a series of EPC contracts to design and build an LNG plant and several expansions on Bonny Island, Nigeria (the “Bonny Island Project”). The Joint Venture consisted of Technip, Kellogg, Brown and Root, Inc., and two other companies referred to herein as “EPC Contractor C” and “EPC Contractor D.” The Steering Committee of the Joint Venture consisted of high-level executives from each Joint Venture company. Pursuant to a joint venture agreement, the Steering Committee made major

decisions on behalf of the Joint Venture, including whether to hire agents to assist the Joint Venture in winning EPC contracts, whom to hire as agents, and how much to pay the agents. Profits, revenues, and expenses, including the cost of agents, were shared equally among the four joint venture partners.

3. Kellogg, Brown & Root, Inc. and, before September 1998, its predecessor company, The M.W. Kellogg Company (collectively, “KBR”), were engaged in the business of providing EPC services around the world. KBR was incorporated in Delaware and headquartered in Houston, Texas. KBR was a “domestic concern” within the meaning of the FCPA, Title 15, United States Code, Section 78dd-2.

4. Albert Jackson Stanley (“Stanley”) was a United States citizen and a resident of Houston, Texas. Stanley served in various capacities as an officer and/or director of KBR, and also served on the Joint Venture’s Steering Committee. Stanley was a “domestic concern” and an officer, employee, and agent of a “domestic concern” (KBR) within the meaning of the FCPA, Title 15, United States Code, Section 78dd-2.

5. “EPC Contractor C” was a corporation organized under the laws of The Netherlands and was headquartered in Amsterdam, The Netherlands. EPC

Contractor C was a wholly owned subsidiary of an Italian engineering and construction company headquartered in Milan, Italy.

6. “EPC Contractor D” was an engineering and construction company headquartered in Yokohama, Japan.

7. M.W. Kellogg Ltd. was a corporation organized under the laws of the United Kingdom. M.W. Kellogg Ltd. was 55% owned by KBR and 45% owned by EPC Contractor D.

8. The Joint Venture operated through three Portuguese special purpose corporations based in Madeira, Portugal: “Madeira Company 1,” “Madeira Company 2,” and “Madeira Company 3.” Both Madeira Company 1 and Madeira Company 2 were owned equally by the Joint Venture companies. Madeira Company 3, the entity that the Joint Venture used to enter into consulting agreements with the Joint Venture’s agents, was 50% owned by M.W. Kellogg Ltd., 25% owned by Technip, and 25% owned by EPC Contractor C.

The Joint Venture’s Agents

9. Jeffrey Tesler was a citizen of the United Kingdom and a resident of London, England. The Joint Venture hired Tesler to help it obtain business in Nigeria, including by offering to pay and paying bribes to high-level Nigerian

government officials. Tesler was an agent of the Joint Venture and of each of the joint venture companies.

10. Tri-Star Investments Ltd. (“Tri-Star”) was a Gibraltar corporation that Tesler used as a corporate vehicle to enter into agent contracts with and receive payments from the Joint Venture. By the time the Joint Venture had stopped paying Tri-Star in January 2004, the Joint Venture had paid Tri-Star over \$130 million for use in bribing Nigerian government officials. Tri-Star was an agent of the Joint Venture and of each of the joint venture companies.

11. “Consulting Company B” was a global trading company headquartered in Tokyo, Japan. The Joint Venture hired Consulting Company B to help it obtain business in Nigeria, including by offering to pay and paying bribes to Nigerian government officials. By the time the Joint Venture had stopped paying Consulting Company B in June 2004, the Joint Venture had paid Consulting Company B over \$50 million for use in bribing Nigerian government officials. Consulting Company B was an agent of the Joint Venture and of each of the joint venture companies.

The Nigerian Government Entities

12. The Nigerian National Petroleum Corporation (“NNPC”) was a Nigerian government-owned company charged with development of Nigeria’s oil

and gas wealth and regulation of the country's oil and gas industry. NNPC was a shareholder in certain joint ventures with multinational oil companies. NNPC was an entity and instrumentality of the Government of Nigeria and officers and employees of NNPC were "foreign officials" within the meaning of the FCPA, Title 15, United States Code, Sections 78dd-1(f)(1)(A), 78dd-2(h)(2)(A), and 78dd-3(f)(2)(A).

13. Nigeria LNG Limited ("NLNG") was created by the Nigerian government to develop the Bonny Island Project and was the entity that awarded the related EPC contracts. The largest shareholder of NLNG was NNPC, which owned 49% of NLNG. The other owners of NLNG were multinational oil companies. Through the NLNG board members appointed by NNPC, among other means, the Nigerian government exercised control over NLNG, including but not limited to the ability to block the award of EPC contracts. NLNG was an entity and instrumentality of the Government of Nigeria and its officers and employees were "foreign officials" within the meaning of the FCPA, Title 15, United States Code, Sections 78dd-1(f)(1)(A), 78dd-2(h)(2)(A), and 78dd-3(f)(2)(A).

The Bonny Island Project

14. Between 1995 and 2004, the Joint Venture was awarded four EPC contracts to build the Bonny Island Project. Each EPC contract corresponded to

one of the four phases in which the Bonny Island Project was constructed. An LNG “train” is the infrastructure necessary to pipe raw natural gas from wellheads, convert the raw gas to purified LNG, and deliver that LNG to a tanker. The first phase of the Bonny Island Project consisted of two trains (Trains 1 and 2), the second phase consisted of one train (Train 3), the third phase consisted of two trains (Trains 4 and 5), and the fourth phase consisted of one train (Train 6). The first EPC contract, covering Trains 1 and 2, was awarded to the Joint Venture through an ostensibly competitive international tender. The other three EPC contracts were awarded to the Joint Venture on a sole-source, negotiated basis. The four EPC contracts awarded to the Joint Venture collectively were valued at over \$6 billion.

Overview of the Bribery Scheme and the Violations

15. From at least in or around August 1994, through in or around June 2004, Technip and its co-conspirators, including the Joint Venture, KBR, EPC Contractor C, EPC Contractor D, Stanley, Tesler, Tri-Star, Consulting Company B, and others, participated in a scheme to authorize, promise, and pay tens of millions of dollars in bribes to Nigerian government officials, including officials of the executive branch of the Government of Nigeria, officials of NNPC, officials of NLNG, and others, in order to secure the Nigerian government officials’ assistance

in obtaining and retaining billions of dollars of business related to the Bonny Island Project for Technip, the Joint Venture, and others. Senior executives and employees of Technip, Stanley, other officers, employees, and agents of KBR, and their co-conspirators willfully used the mails and means and instrumentalities of interstate commerce corruptly in furtherance of the authorization, promise, and payment of bribes to Nigerian government officials pursuant to the scheme. Stanley, other officers, employees, and agents of KBR, and other co-conspirators committed acts in furtherance of the scheme in Houston, Texas, and elsewhere in the United States.

16. Senior executives and employees of Technip and their co-conspirators held so-called “cultural meetings” in which they discussed, among other things, the use of particular agents, including Tesler, to pay bribes to officials of the Government of Nigeria in order to secure the officials’ support for the Joint Venture in obtaining and retaining contracts to build the Bonny Island Project.

17. In 1994, 1999, 2001, and 2002, senior executives and employees of Technip and their co-conspirators authorized the hiring of Tesler and Tri-Star by the Joint Venture, expecting that Tesler and Tri-Star would pay bribes to high-level Nigerian government officials to assist the Joint Venture, Technip, and others in winning the EPC contracts to build the Bonny Island Project. In 1996, 1999, and

2001, senior executives and employees of Technip and their co-conspirators also authorized the hiring of Consulting Company B by the Joint Venture, expecting that Consulting Company B would pay bribes to lower level Nigerian government officials to assist the Joint Venture, Technip, and others in winning the EPC contracts to build the Bonny Island Project.

18. Senior executives and employees of Technip and their co-conspirators caused Madeira Company 3 to execute consulting contracts with Tri-Star and Consulting Company B providing for the payment of tens of millions of dollars in consulting fees in exchange for vaguely described marketing and advisory services, when in fact the primary purpose of the contracts was to facilitate the payment of bribes on behalf of the Joint Venture and its members to Nigerian government officials.

19. Prior to NLNG's award to the Joint Venture of the various EPC contracts, Stanley, a senior executive of Technip, and others met with successive holders of a top-level office in the executive branch of the Government of Nigeria to ask the office holder to designate a representative with whom the Joint Venture should negotiate bribes to Nigerian government officials, and subsequently negotiated with the office holders' representatives regarding the amount of the bribes that the Joint Venture would pay to the Nigerian government officials.

20. Senior executives and employees of Technip and their co-conspirators caused wire transfers totaling approximately \$132 million to be sent from Madeira Company 3's bank account in Amsterdam, The Netherlands, to bank accounts in New York, New York, to be further credited to bank accounts in Switzerland and Monaco controlled by Tesler for Tesler to use to bribe Nigerian government officials.

21. On behalf of the Joint Venture and the four joint venture companies, Tesler wire transferred bribe payments to or for the benefit of various Nigerian government officials, including officials of the executive branch of the Government of Nigeria, NNPC, and NLNG, and for the benefit of a political party in Nigeria.

22. Senior executives and employees of Technip and their co-conspirators caused wire transfers totaling over \$50 million to be sent from Madeira Company 3's bank account in Amsterdam, The Netherlands, to Consulting Company B's bank account in Japan for Consulting Company B to use to bribe Nigerian government officials.

Details of the Bribery Scheme and the Violations

23. On or about August 3, 1994, Wojciech Chodan ("Chodan"), an M.W. Kellogg Ltd. salesperson responsible for the Bonny Island Project, sent a facsimile

from London, England, to Stanley in Houston, Texas, and to other co-conspirators stating, among other things, that Stanley, an executive of Technip, and other top executives of the joint venture companies had agreed to send a message “to the top man that we are ready to do business in the customary manner” and to ask Consulting Company B to secure support from the key individuals at the working level of NLNG.

24. On or about November 2, 1994, Tesler told Chodan that he had spoken with a senior official of the Nigerian Ministry of Petroleum, that Tesler’s fee would be \$60 million, that the first top-level executive branch official of the Government of Nigeria would get \$40-45 million of that fee, that other Nigerian government officials would get the remaining \$15-20 million of that fee, and that there would be a meeting between Stanley and the first top-level Nigerian executive branch official before execution of any written agreement between the Joint Venture and Tesler.

25. On or about November 30, 1994, Stanley and other co-conspirators met with the first top-level executive branch official in Abuja, Nigeria, to verify that the official was satisfied with the Joint Venture using Tesler as its agent and to confirm that the official wanted the Joint Venture to negotiate with the senior

official of the Ministry of Petroleum the amounts of bribes to various Nigerian government officials.

26. On or about March 20, 1995, Madeira Company 3 entered into an agreement with Tri-Star providing, among other things, that Madeira Company 3 would pay \$60 million to Tri-Star if the Joint Venture was awarded a contract to construct Trains 1 and 2 of the Bonny Island Project.

27. On or about December 27, 1995, Madeira Company 3 wire transferred \$1,542,000 to Tri-Star, via a correspondent bank account in New York, New York, in payment of Tri-Star's first invoice under the consulting agreement for Trains 1 and 2.

28. On or about April 9, 1996, Madeira Company 3 entered into an agreement with Consulting Company B whereby it agreed to pay Consulting Company B \$29 million for assisting the Joint Venture in winning the contract to build Trains 1 and 2 of the Bonny Island Project.

29. On or about July 26, 1996, Tesler caused \$63,000 to be wire transferred to a Swiss bank account controlled by the senior official of the Ministry of Petroleum.

30. On or about May 1, 1997, Stanley, a senior executive of Technip, and other co-conspirators met in Abuja, Nigeria, with the top-level executive branch

official and requested that the official designate a representative with whom the Joint Venture should negotiate bribes to Nigerian government officials in exchange for the first top-level executive branch official's support of the award to the Joint Venture of an EPC contract to build Train 3. At the meeting, the top-level executive branch official designated a senior executive branch official as his representative.

31. On or about February 28, 1999, Stanley, a senior executive of Technip, and other co-conspirators met in Abuja, Nigeria, with a second top-level executive branch official to request that the second top-level executive branch official designate a representative with whom the Joint Venture should negotiate bribes to Nigerian government officials in exchange for the second top-level executive branch official's support of the award to the Joint Venture of an EPC contract to build Train 3. At the meeting, the second top-level executive branch official designated one of his advisers as his representative.

32. On or about March 5, 1999, Stanley, a senior executive of Technip, an employee of Technip, and other co-conspirators met at a hotel in London, England, with the adviser designated by the second top-level executive branch official to negotiate the amount of bribes to be paid to the second top-level executive branch official and other Nigerian government officials in exchange for the award to the

Joint Venture of an EPC contract to build Train 3. The amount negotiated with the representative formed the basis for the \$32.5 million fee that the Joint Venture promised to pay Tri-Star. As Technip's senior representative on the Joint Venture's Steering Committee, the Technip executive authorized the Joint Venture to enter into the consulting agreement with Tri-Star, intending that the \$32.5 million fee would be used, in part, to pay bribes to Nigerian government officials.

33. On or about March 18, 1999, Madeira Company 3 entered into an agreement with Tri-Star providing, among other things, that Madeira Company 3 would pay \$32.5 million to Tri-Star if the Joint Venture was awarded a contract to construct Train 3 of the Bonny Island Project.

34. On or about March 13, 2000, Madeira Company 3 entered into a consulting agreement with Consulting Company B promising to pay it \$4 million in connection with Train 3 of the Bonny Island Project.

35. On or about January 16, 2001, Tesler caused \$2.5 million to be wire transferred to a Swiss bank account controlled by the representative designated by the second top-level executive branch official of the Government of Nigeria.

36. On or about November 11, 2001, Stanley and a KBR salesperson met in Abuja, Nigeria, with a third top-level executive branch official of the Government of Nigeria and an NNPC official (the "NNPC Official") to request

that the third top-level executive branch official designate a representative with whom the Joint Venture should negotiate the bribes to Nigerian government officials in exchange for the third top-level executive branch official's support of the award of the Trains 4 and 5 EPC contract to the Joint Venture. At the meeting, the third top-level executive branch official designated the NNPC Official as his representative.

37. On or about December 24, 2001, Madeira Company 3 entered into an agreement with Tri-Star providing, among other things, that Madeira Company 3 would pay \$51 million to Tri-Star if the Joint Venture was awarded a contract to construct Trains 4 and 5 of the Bonny Island Project.

38. On or about May 28, 2002, a senior executive of Technip and others authorized Madeira Company 3 to sign a consulting agreement with Tri-Star for the Train 6 contract.

39. In or about June 2002, Tesler, the NNPC Official, and an employee of one of the Joint Venture's subcontractors (the "Subcontractor") met at a hotel in London, England, to discuss the NNPC Official's request that the Subcontractor help funnel payments from Tesler to a political party in Nigeria.

40. On or about June 14, 2002, Madeira Company 3 entered into a consulting agreement with Consulting Company B providing, among other things,

that Madeira Company 3 would pay \$25 million to Consulting Company B in connection with Trains 4 and 5 of the Bonny Island Project.

41. On or about June 28, 2002, Madeira Company 3 entered into an agreement with Tri-Star providing, among other things, that Madeira Company 3 would pay \$23 million to Tri-Star if the Joint Venture was awarded a contract to construct Train 6 of the Bonny Island Project.

42. In or about August 2002, an employee of the Subcontractor, using funds that Tri-Star had wire transferred to the Subcontractor, delivered a pilot's briefcase containing one million U.S. dollars in one hundred dollar bills to the NNPC Official at a hotel in Abuja, Nigeria, for the benefit of a political party in Nigeria.

43. On or about March 4, 2003, Chodan caused to be e-mailed to two KBR executives in Houston, Texas, a draft memo for release to French authorities investigating potential crimes in connection with the Bonny Island Project that included false statements about how Tesler had helped the Joint Venture to win the various EPC contracts.

44. In or about April 2003, an employee of the Subcontractor, using funds that Tri-Star had wire transferred to the Subcontractor, delivered a vehicle

containing Nigerian currency valued at approximately \$333,333 to the hotel of the NNPC Official in Abuja, Nigeria, for the benefit of a political party in Nigeria.

45. On or about May 30, 2003, Madeira Company 3 wire transferred \$123,500 to Tri-Star, via a correspondent bank account in New York, New York, in payment of one of Tri-Star's invoices under the consulting agreement for Train 3 of the Bonny Island Project.

46. On or about June 15, 2004, Madeira Company 3 wire transferred \$3 million to Consulting Company B in payment of one of Consulting Company B's invoices under the agreement for Trains 4 and 5 of the Bonny Island Project.

47. Between on or about April 1, 2002, and on or about January 12, 2004, employees, agents, and co-conspirators of Technip, an issuer within the meaning of the FCPA, caused \$39.8 million to be wire transferred from Madeira Company 3's bank account in Amsterdam, The Netherlands, via a correspondent bank account in New York, New York, to a bank account of Tri-Star in Switzerland pursuant to Madeira Company 3's consulting agreement with Tri-Star for Trains 4 and 5, intending that the money would be used, in whole or in part, to pay bribes to Nigerian government officials.

ATTACHMENT B

CERTIFICATE OF CORPORATE RESOLUTIONS

WHEREAS, Technip S.A. (“Technip” or the “Company”) has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section (“the Department”) about certain illegal 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 General Counsel, John Harrison, 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 (i) consents to the filing in the United States District Court for the Southern District of Texas of a two-count Information charging Technip with conspiracy to commit an offense against the United States in violation of 18 U.S.C. §371, that is, to violate the anti-bribery provisions of the Foreign Corrupt Practices Act (“FCPA”), as amended, 15 U.S.C. §§78dd-1 and 78dd-2 (Count One); and violating the anti-bribery provisions of the FCPA, 15

U.S.C. §78dd-1 (Count Two); (ii) waives indictment on such charges and enters into a Deferred Prosecution Agreement with the Department; and (iii) agrees to accept a monetary penalty against Technip of \$240,000,000, and to pay \$240,000,000 to the United States Treasury with respect to the conduct described in the Information;

2. The General Counsel of Technip, John Harrison, 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 General Counsel of Technip may approve;

3. The General Counsel of Technip, John Harrison, 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 General Counsel of Technip, John Harrison, 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: _____, 2010


Corporate Secretary
Technip S.A.

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.*, the anti-corruption provisions of French law, and other applicable anti-corruption laws, Technip S.A. (“Technip”) agrees to conduct, in a manner consistent with this Agreement, a review of its existing internal controls, policies, and procedures.

Where necessary, appropriate, and not unlawful, Technip further 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 Technip 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, the anti-corruption provisions of French law, and other applicable anti-corruption laws. At a minimum, this should include, but not be limited to, the following elements:

1. A clearly articulated corporate policy against violations of the FCPA, French anti-corruption laws, and other applicable anti-corruption laws;

2. A system of financial and accounting procedures, including a system of internal accounting controls, designed to ensure the maintenance of fair and accurate books, records, and accounts.

3. Promulgation of a compliance code, standards, and procedures designed to detect and deter violations of the FCPA, French anti-corruption laws, and other applicable anti-corruption laws, and Technip's compliance code. This code and these standards and procedures should apply to all directors, officers, and employees and, where necessary and appropriate, outside parties acting on behalf of Technip in foreign jurisdictions, including agents, consultants, representatives, distributors, teaming partners, and joint venture partners (collectively referred to as "agents and business partners").

4. The assignment of responsibility to a senior corporate official of Technip for the implementation and oversight of compliance with policies, standards, and procedures regarding the FCPA, French anti-corruption laws, and other applicable anti-corruption laws. This senior corporate official shall have authority to report matters directly to the Ethics and Governance Committee of the Board of Directors.

5. Mechanisms designed to ensure that the policies, standards, and procedures of Technip regarding the FCPA, French anti-corruption laws, and other

applicable anti-corruption laws are effectively communicated to all directors, officers, employees and, where necessary and appropriate, agents and business partners. These mechanisms shall include where necessary and appropriate: periodic training for all such directors, officers, employees, agents, and business partners; and annual certifications with regard to this training by all such directors, officers, employees, agents, and business partners.

6. An effective system for reporting (consistent with French law and regulation), and for supporting those who in good faith report, suspected criminal conduct and/or violations of the compliance policies, standards, and procedures regarding the FCPA, French anti-corruption laws, and other applicable anti-corruption laws for directors, officers, employees, agents, and business partners.

7. Appropriate disciplinary procedures to address, among other things, violations of the FCPA, French anti-corruption laws, other applicable anti-corruption laws, or Technip's compliance code by directors, officers, and employees.

8. Appropriate due diligence requirements pertaining to the retention and oversight of agents and business partners.

9. Standard provisions in agreements, contracts, and renewals thereof with all agents and business partners that are designed to prevent violations of the

FCPA, French anti-corruption laws, and other applicable anti-corruption laws, which may, depending upon the circumstances, include: anti-corruption representations and undertakings relating to compliance with the FCPA, French anti-corruption laws, and other applicable anti-corruption laws; rights to conduct audits of the books and records of the agent or business partner to ensure compliance with the foregoing; and rights to terminate an agent or business partner as a result of any violation of the FCPA, French anti-corruption laws, or other anti-corruption laws or breach of representations and undertakings related to such matters.

10. Periodic testing of the compliance code, standards, and procedures to evaluate their effectiveness in detecting and reducing violations of the FCPA, French anti-corruption laws, other applicable anti-corruption laws, and Technip's policy against such violations.

ATTACHMENT D

INDEPENDENT CORPORATE MONITOR

1. Within sixty (60) calendar days of the filing of the Deferred Prosecution Agreement (the “Agreement”) and the accompanying Information, or promptly after the Department’s selection pursuant to paragraph 2 below, Technip S.A. (“Technip”) agrees to retain an independent corporate monitor who is a French national (the “Monitor”) for the term specified in paragraph 2 below. The Monitor’s primary responsibility is to assess and monitor Technip’s compliance with the terms of this Agreement as described below so as to specifically address and reduce the risk of any recurrence of the Company’s misconduct, including evaluating Technip’s corporate compliance program with respect to the Foreign Corrupt Practices Act of 1977 (“FCPA”), as amended, 15 U.S.C. §78dd-1, *et seq.*, French laws implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (“French anti-corruption laws”), and other relevant anti-corruption laws. Within thirty (30) calendar days after the execution of this Agreement, and after consultation with the Department, Technip 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 Technip. The Monitor candidates shall have, at a

minimum, the following qualifications:

- a. the qualifications and experience sufficient in the opinion of the Department to discharge the Monitor's duties as described in the Agreement;
- b. the ability to access and deploy resources as necessary to discharge the Monitor's duties as described in the Agreement; and
- c. sufficient independence from Technip to ensure effective and impartial performance of the Monitor's duties as described in the Agreement.

Technip shall provide the Monitor with sufficient resources to ensure that the Monitor, to the extent necessary, has access to expertise with respect to the FCPA and other relevant anti-corruption laws and the design, review, implementation, and testing of corporate compliance policies, procedures, and internal controls.

2. The Department retains the right, in its sole discretion, to choose the Monitor from among the candidates proposed by Technip, though Technip may express its preference(s) among the candidates. Subject to an extension pursuant to paragraph 3 of the Agreement, the Monitor's term shall expire two (2) years from the date of the Monitor's engagement. If the Monitor resigns or is otherwise unable to fulfill his or her obligations as set out herein, Technip shall within sixty (60) calendar days recommend a pool of three qualified Monitor candidates from which the Department will choose a replacement. The Monitor's duties and

authorities, and the obligations of Technip with respect to the Monitor and the Department, are set forth below.

3. Technip 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.

4. The Monitor will review and evaluate the effectiveness of Technip's internal controls, record-keeping, and financial reporting policies and procedures as they relate to Technip's compliance with the books and records, internal accounting controls, and anti-bribery provisions of the FCPA, French anti-corruption laws, and other applicable anti-corruption laws. The Monitor shall assess whether Technip's existing policies and procedures are reasonably designed to detect and prevent violations of the FCPA, French anti-corruption French laws, and other applicable anti-corruption laws. The Monitor's review and evaluation shall include an assessment of Technip's implementation of and adherence to all existing, modified, or new policies and procedures relating to compliance with the FCPA, French anti-corruption laws, and other applicable anti-corruption laws. The Monitor shall ensure that Technip's anti-corruption policies and procedures are appropriately designed to accomplish their goals. The retention agreement between Technip and the Monitor will reference the Agreement and include it as

an attachment so the Monitor is fully apprised of his or her duties and responsibilities.

5. Technip shall cooperate fully with the Monitor, consistent with French law, and the Monitor shall have the authority to take such reasonable steps as, in his or her view, may be necessary to be fully informed about the corporate compliance program of Technip within the scope of his or her responsibilities under this Agreement. To that end, Technip shall provide the Monitor with access to all information, documents, and records that are not subject to protection from disclosure by French data protection and labor laws, the attorney-client privilege or the attorney work product doctrine, and facilities and employees that fall within the scope of responsibilities of the Monitor under this Agreement.

a. The parties agree that the Monitor is an independent third-party, not an employee or agent of the Company or the Department, and that no attorney-client relationship shall be formed between Technip and the Monitor.

b. In the event that Technip seeks to withhold from the Monitor access to information, documents, records, facilities, and/or employees of Technip on grounds that the information, documents, records, facilities, and/or employees are protected from disclosure by the attorney-client privilege, the attorney work-product doctrine, or French data protection or labor law, Technip 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, Technip shall promptly provide written notice to the Monitor and 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 Monitor shall then refer the matter for resolution to a qualified French legal expert, independent of Technip, selected by the Monitor (the “French legal expert”), whose resolution of the matter shall be binding on Technip.

c. Except as provided in this paragraph, Technip 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 any other ground.

6. During the Monitor’s term, the Monitor shall conduct annual reviews and prepare annual written reports. With respect to each review, the Monitor shall prepare a written work plan after consultation with Technip and the Department. The proposed work plan shall be submitted to Technip and the Department no fewer than sixty (60) calendar days prior to commencing each review. Technip and the Department shall have no more than ten (10) calendar days after receipt of the proposed 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 Agreement, 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 was executed, but in developing such understanding the Monitor is to rely to the extent possible on available information and documents provided by Technip. 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 Technip personnel, including auditors and compliance personnel. To the extent the Monitor deems appropriate, it may rely on Technip processes, on the results of studies, reviews, audits, and analyses conducted by or on behalf of Technip, and on sampling and testing methodologies. Any disputes between Technip, the Department, and/or the Monitor with respect to the work plan shall be resolved by the Monitor, which resolution shall be binding on Technip.

7. 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 Technip, 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 Technip's program for ensuring compliance with the FCPA, the French anti-corruption laws, and other applicable anti-corruption laws. The Monitor is encouraged to consult with Technip concerning its findings and recommendations on an ongoing basis, and to consider and reflect Technip's comments and input to the extent the Monitor deems appropriate. To the extent that it deems necessary and/or appropriate, the Monitor may consult with France's Central Service for the Prevention of Corruption ("SCPC"), which is attached to the French Ministry of Justice, to ensure that Technip's compliance program and procedures meet the SCPC's standards and are consistent with French anti-corruption laws. The Monitor need not in its initial or subsequent reports recite or describe comprehensively Technip'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 Technip and contemporaneously transmit a copy to the Department. To the extent that the Monitor determines after consultation with Technip and, if necessary,

appropriate French authorities that transmittal of information in such report to the Department would violate Articles 1 and 1 bis of French Law No. 68-678 of July 26, 1968, as amended by Law No. 80-538 of July 16, 1980 (the “Blocking Statute”), the Monitor shall submit a redacted report to the Department. In such case, the Department will request a copy of the unredacted report through a mutual legal assistance request to the appropriate French authority. Technip shall not object to such request, and shall cooperate with the French authority to ensure that the unredacted report is transmitted expeditiously to the Department in accordance with applicable law. Technip agrees that until the criminal Information is dismissed pursuant to the terms of the Agreement, there will be pending in the United States a “proceeding[] in respect of criminal offenses” within the meaning of Article 1 of the Treaty with France on Mutual Legal Assistance in Criminal Matters. After consultation with Technip, 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.

8. Within one hundred and twenty (120) calendar days after receiving the Monitor’s report, Technip shall adopt all recommendations in the report unless within sixty (60) calendar days after receiving the report, Technip notifies the Monitor and the Department in writing of any recommendations that Technip

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 a mutual legal assistance request to the appropriate French authority or in some other manner consistent with French law. With respect to any recommendation Technip considers unduly burdensome, inconsistent with local or other applicable law or regulation, impractical, unduly expensive, or otherwise inadvisable, Technip 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 Technip and the Monitor do not agree, the parties shall consult with the SCPC and attempt in good faith to reach an agreement within forty-five (45) calendar days after Technip serves the written notice. In the event Technip and the Monitor are unable to agree on an acceptable alternative proposal, the Monitor, taking into consideration the views of the SCPC, if any, will make a determination as to whether Technip should adopt the Monitor's recommendation or an alternative proposal, and that determination shall be binding on Technip. During the time period in which a determination is

pending, Technip 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.

9. The Monitor shall undertake one (1) follow-up review, unless the term of the monitorship is extended under Paragraph 3 of the Agreement to a term of three years, in which case the Monitor shall undertake two (2) follow-up reviews. Within one hundred and twenty (120) calendar days of initiating a follow-up review, the Monitor shall: (a) complete the review; (b) certify whether the compliance program of Technip, including its policies and procedures, is reasonably designed and implemented to detect and prevent violations within Technip of relevant anti-corruption laws; and (c) report on the Monitor's findings in the same fashion as set forth in Paragraph 8 with respect to the initial review. The follow-up review shall commence one year after the initial review commenced. If there is a second follow-up review, it shall commence two years after the first review commenced. After consultation with Technip, 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.

10. In undertaking the assessments and reviews described in Paragraphs 4 through 9, the Monitor shall formulate conclusions based on, among other things:

- (a) inspection of relevant documents, including Technip's current anti-corruption policies and procedures;
- (b) on-site observation of selected systems and procedures of Technip 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 Technip's compliance program with respect to anti-corruption laws.

11. Should the Monitor, during the course of its engagement, discover credible allegations or evidence 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 Technip, or any entity or person working directly or indirectly for Technip, or that related false books and records may have been maintained relating to Technip, or that Technip has committed any felony under federal law, either (a) after the date on which this Agreement is executed or (b) that have not been adequately dealt with by Technip (collectively "improper activities"), the Monitor shall promptly report such improper activities to Technip's Ethics and Compliance Committee, its Ethics and

Governance Committee, and the Chairman of Technip. To the extent that the Monitor believes that such improper activities could, if proven, violate the FCPA, constitute a felony under federal law, or violate the French anti-corruption laws, the Monitor shall recommend that Technip conduct further investigation. Upon such a recommendation, Technip shall cause an appropriately structured review to be conducted under the auspices of Technip's Ethics and Compliance Committee, and a report of the review shall be made to the Monitor. If the Monitor determines that a violation of the FCPA, another federal felony statute, or the French anti-corruption laws may have occurred subsequent to the date on which this Agreement is executed or that was not adequately dealt with by Technip, the Monitor shall direct that Technip report the potential improper activities to an appropriate French law enforcement authority within ten (10) calendar days, failing which the Monitor shall report the same to an appropriate French law enforcement authority. At the same time as the report to the French law enforcement authority, Technip (or, if Technip fails to make the report, the Monitor) shall notify the Department that it has made a report to the French law enforcement authority under this paragraph. The notification shall include sufficient information, consistent with French law, to allow the Department to evaluate the nature of the potential violation and determine how to respond. If the Monitor makes the

notification to the Department, he or she may consult with the French legal expert to ensure that the content of the notification is drafted so as not to violate the Blocking Statute. If the Department makes a mutual legal assistance request to the French authority, Technip shall not object to such request, and shall cooperate with the French authority to ensure that the report and any other requested information is transmitted expeditiously to the Department in accordance with applicable law.

12. The Monitor shall address in its annual reports the appropriateness of Technip's response to all improper activities. Further, in the event that Technip or any entity or person working directly or indirectly within Technip refuses to provide information necessary for the Monitor to perform its duties, the Monitor shall disclose that fact to the Department. Technip shall not take any action to retaliate against the Monitor for any such disclosures.

13. At least annually, and more frequently if appropriate, representatives from Technip and the Department will meet to discuss the monitorship and any suggestions, comments, or improvements Technip may wish to discuss with or propose to the Department, including with respect to fees and costs associated with the monitorship.