

## **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 “Fraud Section”), the United States Attorney’s Office for the Eastern District of New York (the “Office”) (collectively, the “United States”) and the defendant Amec Foster Wheeler Energy Limited (“Amec Foster Wheeler” or the “Company”). Certain of the facts herein are based on information obtained from third parties by the United States through its investigation and described to the Company. The Company hereby agrees and stipulates that the following facts and conclusions of law are true and accurate. The Company admits, accepts and acknowledges that it is responsible for the acts of its officers, directors, employees and agents as set forth below. Should the United States pursue the prosecution that is deferred by the Agreement, the Company agrees that it will neither contest the admissibility of, nor contradict, this Statement of Facts in any such proceeding. The following facts establish beyond a reasonable doubt the charges set forth in the criminal Information attached to the Agreement.

#### **The Defendant and Relevant Entities and Individuals**

1. In and about and between 2011 and 2014 (the “Relevant Time Period”), the defendant Amec Foster Wheeler was named Foster Wheeler Energy Limited (“Foster Wheeler Energy”). During the Relevant Time Period, Foster Wheeler Energy was incorporated in the United Kingdom and was a wholly owned subsidiary of Foster Wheeler AG (“Foster Wheeler”), a global provider of oil and gas technology and services. Foster Wheeler was a U.S. company founded in 1927 that moved its headquarters to Switzerland in 2008. Foster Wheeler had shares

of stock that traded on the National Association of Securities Dealers Automated Quotations (“NASDAQ”) Stock Exchange. In November 2014 (after the Relevant Time Period), AMEC plc, an engineering and project management company based in the United Kingdom, acquired Foster Wheeler and its subsidiaries, including the Company, and was renamed Amec Foster Wheeler plc (“AFW”). In connection with the transaction, the Company changed its name to Amec Foster Wheeler, the defendant herein. In October 2017, John Wood Group PLC (“Wood”) acquired AFW and its subsidiaries, including the Company.

2.       Petróleo Brasileiro S.A. - Petrobras (“Petrobras”) was a corporation in the petroleum industry headquartered in Rio de Janeiro, Brazil, which operated to refine, produce and distribute oil, oil products, gas, biofuels and energy. The Brazilian government directly owned a majority of Petrobras’s common shares with voting rights, while additional shares were controlled by the Brazilian Development Bank and Brazil’s Sovereign Wealth Fund. Petrobras was controlled by the Brazilian government and performed a function that the Brazilian government treated as its own, and thus was an “instrumentality” of the government as that term is used in the Foreign Corrupt Practices Act (“FCPA”), Title 15, United States Code, Section 78dd-3(f)(2)(A).

3.       “Brazil Intermediary Company,” an entity the identity of which is known to the United States and the Company, was a Brazil-based oil and gas services intermediary company that was an agent of Foster Wheeler Energy in or about and between 2012 and 2014.

4.       “Monaco Intermediary Company,” an entity the identity of which is known to the United States and the Company, was a Monaco-based oil and gas services intermediary company that provided sales and marketing services to clients throughout the world.

5. “Foster Wheeler Energy Executive 1,” an individual whose identity is known to the United States and the Company, was an Italian citizen. From at least in or about and between 2011 and 2014, Foster Wheeler Energy Executive 1 was a high-level executive at Foster Wheeler Energy.

6. “Foster Wheeler Executive 2,” an individual whose identity is known to the United States and the Company, was a United States citizen. At least in or about 2011, Foster Wheeler Executive 2 was a high-level executive at Foster Wheeler.

7. “Foster Wheeler Employee 1,” an individual whose identity is known to the United States and the Company, was a citizen of the United Kingdom. From at least in or about and between 2011 and 2014, Foster Wheeler Employee 1 was a high-level employee at Foster Wheeler.

8. “Foster Wheeler Employee 2,” an individual whose identity is known to the United States and the Company, was a United States citizen. From at least in or about and between 2011 and 2014, Foster Wheeler Employee 2 was based in Foster Wheeler’s offices in Houston, Texas.

9. “Brazil Executive,” an individual whose identity is known to the United States and the Company, was a Brazilian citizen. From at least in or about and between 2011 and 2014, Brazil Executive was a high-level manager in Foster Wheeler’s operations in Brazil and reported to a high-level executive at Foster Wheeler.

10. “Italian Agent,” an individual whose identity is known to the United States and the Company, was an Italian citizen. Italian Agent was affiliated with Monaco Intermediary Company and an agent of Foster Wheeler Energy in or about and between 2012 and 2014.

11. “Brazil Intermediary Company Executive 1,” an individual whose identity is known to the United States and the Company, was a Brazilian citizen. Brazil Intermediary Company Executive 1 was an agent of Foster Wheeler Energy in or about and between 2012 and 2014.

12. “Brazil Intermediary Company Executive 2,” an individual whose identity is known to the United States and the defendant, was a Brazilian citizen. Brazil Intermediary Company Executive 2 was an agent of Foster Wheeler Energy in or about and between 2012 and 2014.

13. “New York Clothing Store Manager,” an individual whose identity is known to the United States and the Company, was a manager of a high-end men’s clothing store in New York, New York, whose clients included Foster Wheeler Executive 2.

14. “Petrobras Manager 1,” an individual whose identity is known to the United States and the Company, was a manager in the Petrobras Engineering Department. Petrobras Manager 1 was a “foreign official” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-3(f)(2)(A).

### **The Bribery Scheme**

15. During the Relevant Time Period, Foster Wheeler Energy, through certain of its employees and agents, knowingly and willfully conspired and agreed with others to corruptly offer and pay bribes to, and for the benefit of, decision-makers at Petrobras (who were “foreign officials” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-3(f)(2)(A)) to secure an improper advantage in order to obtain and retain business from Petrobras in connection with Foster Wheeler Energy’s efforts to win an approximately \$190 million contract from Petrobras to design a gas-to-chemicals complex in Brazil called Complexo Gás-

Químico UFN-IV (“UFN-IV”). Foster Wheeler Energy, through certain of its employees and agents, took acts in furtherance of the scheme while located in New York and Texas, and Foster Wheeler Energy earned at least \$12.9 million in profits from the corruptly obtained business.

16. In furtherance of the scheme, among other things, Foster Wheeler Energy, through certain of its employees, entered into a sham agency agreement with the Brazil Intermediary Company for the purpose of funding and paying bribes to decision-makers at Petrobras to win the UFN-IV contract. In exchange for making the bribe payments, and after obtaining confidential documents, inside information and secret assistance from Petrobras Manager 1, Foster Wheeler Energy won the contract from Petrobras.

***Italian Agent Seeks to Be Hired as an Intermediary  
By Foster Wheeler for the UFN-IV Contract with Petrobras***

17. In or about 2011, Foster Wheeler decided to establish a business presence in Brazil’s oil and gas industry. A significant part of Foster Wheeler’s Brazil initiative was Foster Wheeler Energy’s bid on the contract to design Petrobras’ UFN-IV gas-to-chemicals complex.

18. In or about September 2011, Italian Agent and Brazil Intermediary Company Executive 1 met in New York, New York to discuss pitching themselves as sales agents for Foster Wheeler in connection with the upcoming bid on the UFN-IV contract. After the meeting, Brazil Intermediary Company Executive 2 sent Italian Agent internal, confidential Petrobras documents concerning its planned UFN-IV project. Italian Agent then shared the confidential Petrobras documents with the New York Clothing Store Manager, whose clients included Foster Wheeler Executive 2, in an effort to convince Foster Wheeler Executive 2 to hire Italian Agent as a sales agent to help Foster Wheeler Energy win the UFN-IV contract with Petrobras.

19. On or about September 14, 2011, Italian Agent explained to the New York Clothing Store Manager in an email that the Brazil Intermediary Company “will have the support

of at least three [Petrobras] executives” for Foster Wheeler Energy to win the UFN-IV contract. At this time, Petrobras had not yet solicited any bid for the UFN-IV contract from Foster Wheeler Energy.

20. On or about September 21, 2011, Petrobras sent Foster Wheeler a request for a proposal to design the UFN-IV complex.

21. In or about October 2011, the New York Clothing Store Manager arranged for Italian Agent to meet with Foster Wheeler Executive 2 in Switzerland. During the meeting, Italian Agent attempted to persuade Foster Wheeler Executive 2 to hire Italian Agent as a sales agent to help Foster Wheeler Energy win the UFN-IV contract. At a significantly later point in time, Italian Agent explained to the New York Clothing Store Manager that in his experience it was necessary to pay people under the table to get oil and gas contracts in developing countries.

22. On or about November 7, 2011, Italian Agent informed Brazil Intermediary Company Executives 1 and 2 in an email that Italian Agent had told Foster Wheeler Executive 2 that Italian Agent had “privileged relations with certain people in the client [i.e., Petrobras] that (by chance and by luck) are now in charge of the new UFN-IV plus senior people that are not in the Client [i.e., Petrobras] anymore but are the Godfathers of the entire system. They accepted my explanation and they are eager to meet.”

23. Thereafter, in an effort to convince Foster Wheeler to hire Italian Agent to help with the UFN-IV bid, in or about December 2011, Italian Agent requested that Foster Wheeler Energy enter into an agency agreement with Monaco Intermediary Company because Italian Agent believed Monaco Intermediary Company could pass Foster Wheeler’s due diligence process, whereas Italian Agent may not have been able to do so independently.

24. On or about January 12, 2012, Foster Wheeler Employee 1 told several Monaco Intermediary Company employees that Foster Wheeler could not retain Monaco Intermediary Company and Italian Agent as agents for the UFN-IV contract because “[i]t came very late in the day, not at an early enough point in the bidding process. [Italian Agent] does not spend enough time in country or speak Portuguese. Neither [Monaco Intermediary Company] or [Italian Agent] have anything like a proper set up in territory [i.e., Brazil].”

25. On or about January 20, 2012, Italian Agent stated to Brazil Executive in an email, “[i]t seems that the issue of the project has major problems . . . . To discuss about compliance (for which I insist we have a solution) it is irrelevant now when you are facing [an] uphill battle during which we could be of some real professional help. I had mentioned to you before: you do not achieve success today without [] intense ground work at various levels, which you do not have enough and we can provide.”

26. On or about January 28, 2012, Italian Agent emailed the Chief Executive Officer of Monaco Intermediary Company and indicated that it was important for a legitimate-seeming sales intermediary company to sign the agreement with Foster Wheeler Energy. Italian Agent stated that Brazil Executive “need[s] a Company that passed due diligence” such as Monaco Intermediary Company, that an agency “agreement must be signed with a Company . . . that does not and should not interfere but only sign agreement” and thereby act as a “front” for Italian Agent and Brazil Intermediary Company. Italian Agent further stated that Brazil Executive “suspects who are the friends of my friends and he wants a full screen from them and from my friends too,” to minimize the chance that the Brazil Executive would be implicated in corruption. In this communication, Italian Agent’s “friends” were the owners of Brazil Intermediary Company and the “friends” of Brazil Intermediary Company were corrupt Petrobras officials.

***Foster Wheeler Considers Officially Retaining Italian Agent***

27. On or about April 11, 2012, seven days before Foster Wheeler Energy submitted its bid to Petrobras for the UFN-IV contract, Foster Wheeler Energy offered Italian Agent an “interim” agency agreement before completing due diligence on Italian Agent. Foster Wheeler Energy Executive 1 signed the “interim” agency agreement between Foster Wheeler Energy and Italian Agent.

28. On or about April 12, 2012, the Chief Executive Officer of Monaco Intermediary Company sent Brazil Executive a completed set of Foster Wheeler’s due diligence forms on behalf of Italian Agent, which included a note indicating that Italian Agent and Monaco Intermediary Company wanted Brazil Executive to decide whether to disclose the relationship between Italian Agent and Brazil Intermediary Company in the due diligence forms.

29. On or about April 26, 2012, Brazil Intermediary Company also submitted due diligence forms to Foster Wheeler. On or about August 16, 2012, Foster Wheeler Employee 2, who was based in Houston, Texas, told the Brazil Executive to take action that prevented the disclosure, in due diligence materials, of Italian Agent’s involvement with Brazil Intermediary Company, which left the false impression that Brazil Intermediary Company was not working with Italian Agent.

30. On or about April 30, 2012, Petrobras informed Foster Wheeler that Foster Wheeler Energy was the only remaining qualified bidder for the UFN-IV contract. After learning this information, that same day, Foster Wheeler Employee 1 wrote to Brazil Executive that they should “chat re: need for agent on this matter.”

31. On or about May 1, 2012, Foster Wheeler Energy Executive 1 wrote to Brazil Executive and other Foster Wheeler employees, “[f]rom previous discussions I remember the



preference to have a contract with one entity, [the Brazil Intermediary Company], and have [Italian Agent] as nominated consultant or subcontractor.”

32. On or about May 4, 2012, Foster Wheeler received a third-party due diligence report on Italian Agent stating that the investigators were “not . . . able to verify any of the information that [Italian Agent] presents in his CV,” and found it “surprising” that “none of the dozen or so contacts [they] spoke to had ever heard of [Italian Agent] . . . includ[ing] senior executives . . . who have worked on projects . . . that [Italian Agent] claims to have consulted on.” A high-level Foster Wheeler executive called the report “very concerning.”

***Italian Agent Assists Foster Wheeler in Obtaining the UFN-IV Contract***

33. On or about May 24, 2012, Brazil Executive, using his U.S.-based, personal email account, wrote to Italian Agent, “[r]ight now we are analyzing [the Brazil Intermediary Company’s] application [for an agency agreement] as there is already a decision not to hire you yourself individual services.” Italian Agent stated that he had no concern as long as he was permitted to proceed with his job behind the scenes, as an “unofficial” agent, and responded, “I don’t feel as uncomfortable as long as you are convinced that me and all the others are and will be acting throughout of the life of project the way you expect.”

34. To help Foster Wheeler Energy win the UFN-IV contract, Brazil Intermediary Company and Italian Agent obtained confidential documents, inside information and secret assistance from Petrobras Manager 1. For example, early in the morning on or about June 1, 2012, Brazil Intermediary Company Executive 2 informed Italian Agent that his “friend,” Petrobras Manager 1, who had a management role on the UFN-IV project at Petrobras, would secretly “help” Foster Wheeler Energy resolve a contracting dispute with Petrobras at an 8:00 a.m. meeting later that day.

35. Italian Agent then emailed Brazil Executive, “I understand that you are now very busy for the important early [8:00 a.m.] meeting this morning,” and added that if Foster Wheeler were to approve the retention of the Brazil Intermediary Company as a sales agent, it would enable Italian Agent and the Brazil Intermediary Company to work more “efficiently.”

36. In advance of the 8:00 a.m. meeting, at or about 6:30 a.m. on June 1, 2012, Brazil Executive called Italian Agent with news that Foster Wheeler had approved the Brazil Intermediary Company as a sales agent to help Foster Wheeler Energy win the UFN-IV contract. Later that day, after the 8:00 a.m. meeting, Italian Agent wrote to Brazil Executive, “Perhaps some help is now materializing in a more convincing way: keep struggling[,] you are not alone.” As Petrobras Manager 1 had secretly helped to resolve the contracting dispute in a manner favorable to Foster Wheeler Energy, Brazil Executive responded to Italian Agent that Foster Wheeler Energy would “make all the changes requested” at the meeting. At the time, Petrobras Manager 1 personally owed Brazil Intermediary Company Executive 2 approximately \$200,000.

37. On or about July 20, 2012, Italian Agent wrote an email to Brazil Intermediary Company Executive 1 complaining about how long it was taking for Foster Wheeler Energy to sign the agency agreement, suggesting that the Brazil Intermediary Company should “insist” that Foster Wheeler Energy arrange for a “definite meeting [for] a signature” because “[Italian Agent] ha[s] obligations for two more groups, you and [Brazil Intermediary Company Executive 2] have obligations, we have done everything we were supposed to do, etc.” These “obligations” included bribe payments to Petrobras officials.

38. On or about July 25, 2012, Foster Wheeler Energy still had not signed an agency agreement with the Brazil Intermediary Company. Brazil Intermediary Company Executive 1 wrote to Italian Agent that Brazil Intermediary Company Executive 1 had told Brazil Executive

that Brazil Intermediary Company's "friends in the client [i.e., Petrobras] are uncomfortable [sic] because we [i.e., Brazil Intermediary Company] didn't sign our [agency] contract" with Foster Wheeler Energy.

39. On or about August 23, 2012, Foster Wheeler Energy won the UFN-IV contract from Petrobras. On or about August 27, 2012, Brazil Intermediary Company Executive 1 sent Italian Agent "confidential emails" between "people from Gas & Energy Department" at Petrobras, including Petrobras Manager 1, and noted that "our friend [i.e., Petrobras Manager 1] will send to [Brazil Intermediary Company Executive 2] a copy of the contract between [Foster Wheeler] and [Petrobras]."

40. In or about August 2012, while Foster Wheeler was negotiating the final terms of its agency agreement with Brazil Intermediary Company, at a meeting to discuss the agency agreement, Foster Wheeler Energy Executive 1 told an in-house attorney at Foster Wheeler Energy that Foster Wheeler Energy Executive 1 believed that Italian Agent might have promised to pay bribes to Petrobras officials. Foster Wheeler Energy Executive 1 further stated that he wanted to ensure that Foster Wheeler Energy entered into the agency agreement with Brazil Intermediary Company because there could be a problem with the UFN-IV contract if Italian Agent were not to receive funds to pay those bribes through Brazil Intermediary Company's agency commissions.

41. On or about November 5, 2012, Foster Wheeler Energy executed an agency agreement with Brazil Intermediary Company, which entitled the Brazil Intermediary Company to a two percent commission on Foster Wheeler Energy's approximately \$190 million UFN-IV contract with Petrobras. Foster Wheeler ultimately earned approximately \$12.9 million in profits from the UFN-IV contract.

***Corrupt Payments Made By Foster Wheeler***

42. In or about and between February 2013 and July 2014, Brazil Intermediary Company submitted four quarterly reports to Foster Wheeler Energy and invoices for payment, none of which documented any meaningful work by Brazil Intermediary Company to justify the two percent commission.

43. On or about and between June 25, 2013 and October 19, 2014, Foster Wheeler Energy made four payments to Brazil Intermediary Company totaling approximately \$1.1 million through a correspondent account at an American bank in New York, New York. The payments were credited to the Brazil Intermediary Company's bank account in Brazil.

44. In or about July 2013, Italian Agent and Brazil Intermediary Company Executive 1 discussed how to split 80 percent of the commission funds received from Foster Wheeler Energy, which left a 20 percent share available for bribe payments.

45. In or about February 2014, Brazil Intermediary Company Executive 1 decided to use a *doleiro* (a money launderer in Brazil) to transfer Italian Agent's share of the second commission payment from Foster Wheeler Energy. In March 2014, Brazil Intermediary Company Executive 1 explained that he would give Brazilian reais in cash to the *doleiro*, who would convert them to U.S. dollars and deposit the money into an account in Switzerland designated by Italian Agent. Afterward, Brazil Intermediary Company Executive 1 made at least three withdrawals of Brazilian reais from a Brazilian bank on different days to avoid detection. Italian Agent then received at least approximately \$89,000 from the *doleiro* in Italian Agent's bank account in Switzerland.

**ATTACHMENT B**

**CERTIFICATE OF CORPORATE RESOLUTIONS**  
**AMEC FOSTER WHEELER ENERGY LIMITED**

WHEREAS, Amec Foster Wheeler Energy Limited (the “Company”) has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section (the “Fraud Section”), and the United States Attorney’s Office for the Eastern District of New York (the “Office”) regarding issues arising in relation to certain improper payments to foreign officials to facilitate the award of contracts and assist in obtaining business for the Company; and

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

WHEREAS, the General Counsel of the Company’s parent company, John Wood Group PLC, Martin McIntyre, together with outside counsel for the Company, have advised the Board of Directors of the Company of its rights, possible defenses, the provisions of the U.S. Sentencing Guidelines, and the consequences of entering into such agreement with the Fraud Section and the Office;

Therefore, the Board of Directors has RESOLVED that:

1. the Company (a) acknowledges the filing of the one-count Information charging the Company with a violation of Title 18, United States Code, Section 371, that is, conspiracy to violate the anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 (“FCPA”), as amended, Title 15, United States Code, Section 78dd-3; (b) waives indictment on such charge and enters into a deferred prosecution agreement with the Fraud Section and the Office; and (c) agrees

to accept a monetary penalty against the Company totaling \$18,375,000, and to pay such penalty to the United States Treasury<sup>1</sup> with respect to the conduct described in the Information;

2. the Company accepts the terms and conditions of this Agreement, including, but not limited to: (a) a knowing waiver of its 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); (b) a knowing waiver for purposes of this Agreement and any charges by the United States arising out of the conduct described in the attached Statement of Facts of 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 Eastern District of New York; and (c) a knowing waiver of any defenses based on the statute of limitations for any prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Fraud Section and the Office prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement;

3. Wood's General Counsel, Martin McIntyre, and Michael Collins, a director of AFWEL, are hereby authorized, empowered and directed, on behalf of the Company, to execute the Deferred Prosecution Agreement (including attachments A-E) substantially in such form as reviewed by this Board of Directors at this meeting with such changes as Wood's General Counsel, Martin McIntyre, may approve;

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<sup>1</sup> Subject to the crediting arrangement agreed with the DOJ.

4. Wood's General Counsel, Martin McIntyre, 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

5. all of the actions of Wood's General Counsel, Martin McIntyre, 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: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Collins  
Director  
Amec Foster Wheeler Energy Limited

**CERTIFICATE OF CORPORATE RESOLUTIONS**  
**JOHN WOOD GROUP PLC**

WHEREAS, John Wood Group PLC (“Wood”) has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section (the “Fraud Section”), and the United States Attorney’s Office for the Eastern District of New York (the “Office”) regarding issues arising in relation to certain improper payments to foreign officials to facilitate the award of contracts and assist in obtaining business for Wood; and

WHEREAS, in order to resolve such discussions, it is proposed that Wood (on behalf of itself and its subsidiaries and affiliates) agrees to certain terms and obligations of a deferred prosecution agreement among Amec Foster Wheeler Energy Limited, the Fraud Section, and the Office (the “Agreement”); and

WHEREAS, outside counsel for Wood has advised the Board of Directors of Wood of its rights, possible defenses, the provisions of the U.S. Sentencing Guidelines, and the consequences of agreeing to such terms and obligations of the Agreement among Amec Foster Wheeler Energy Limited, the Fraud Section, and the Office;

Therefore, the Board of Directors has RESOLVED that:

1. Wood (a) acknowledges the filing of a one-count Information against Amec Foster Wheeler Energy Limited charging Amec Foster Wheeler Energy Limited with a violation of Title 18, United States Code, Section 371, that is, conspiracy to violate the anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 (“FCPA”), as amended, Title 15, United States Code, Section 78dd-3; (b) undertakes certain obligations under the Agreement among Amec Foster Wheeler Energy Limited, the Fraud Section and the Office; and (c) agrees to accept a monetary



penalty against Amec Foster Wheeler Energy Limited totaling \$18,375,000, and to pay such penalty to the United States Treasury<sup>2</sup> with respect to the conduct described in the Information if Amec Foster Wheeler Energy Limited does not pay such monetary penalty within the time period specified in the Agreement;

2. Wood accepts the terms and conditions of the Agreement, including, but not limited to: (a) a knowing waiver of Amec Foster Wheeler Energy Limited's 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); (b) a knowing waiver for purposes of the Agreement and any charges by the United States arising out of the conduct described in the attached Statement of Facts of any objection with respect to venue and consents to the filing of the Information against Amec Foster Wheeler Energy Limited, as provided under the terms of the Agreement, in the United States District Court for the Eastern District of New York; and (c) a knowing waiver of any defenses based on the statute of limitations for any prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Fraud Section and the Office prior to the date on which the Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of the Agreement;

3. Wood's General Counsel, Martin McIntyre, is hereby authorized, empowered and directed, on behalf of Wood and its subsidiaries and affiliates, to agree to certain terms and obligations of the Agreement (including attachments A – E) substantially in such form as reviewed by this Board of Directors at this meeting with such changes as Wood's General Counsel, Martin

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<sup>2</sup> Subject to the crediting arrangement agreed with the DOJ.

McIntyre, may approve; Wood's General Counsel, Martin McIntyre, 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 Wood's General Counsel, Martin McIntyre, 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 Wood.

Date: \_\_\_\_\_

By:



\_\_\_\_\_  
Martin J. McIntyre  
Corporate Secretary  
John Wood Group PLC

## ATTACHMENT C

### **CORPORATE COMPLIANCE PROGRAM**

In order to address any deficiencies in their internal controls, compliance codes, policies, and procedures regarding compliance with the Foreign Corrupt Practices Act (“FCPA”), 15 U.S.C. §§ 78dd-1, *et seq.*, and other applicable anti-corruption laws, Amec Foster Wheeler Energy Limited and John Wood Group PLC (collectively, the “Companies”), on behalf of themselves and their subsidiaries and affiliates, agree to continue to conduct, in a manner consistent with all of their obligations under this Agreement, appropriate reviews of their existing internal controls, policies, and procedures.

Where necessary and appropriate, the Companies agree to adopt new, or to modify their existing compliance programs, including internal controls, compliance policies, and procedures in order to ensure that they maintain: (a) an effective 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 program that incorporates relevant internal accounting controls, as well as policies and procedures designed to effectively detect and deter violations of the FCPA and other applicable anti-corruption laws. At a minimum, this should include, but not be limited to, the following elements to the extent they are not already part of the Companies’ existing internal controls, compliance codes, policies, and procedures:

#### *Commitment to Compliance*

1. The Companies will ensure that their directors and senior management provide strong, explicit, and visible support and commitment to their corporate policies against violations of the anti-corruption laws and their compliance codes, and demonstrate rigorous adherence by

example. The Companies will also ensure that middle management, in turn, reinforce those standards and encourage employees to abide by them. The Companies will create and foster a culture of ethics and compliance with the law in their day-to-day operations at all levels of the Companies.

### *Policies and Procedures*

2. The Companies will develop and promulgate a clearly articulated and visible corporate policy against violations of the FCPA and other applicable foreign law counterparts (collectively, the “anti-corruption laws”), which policy shall be memorialized in a written compliance code.

3. The Companies will develop and promulgate compliance policies and procedures designed to reduce the prospect of violations of the anti-corruption laws and the Companies’ compliance codes, and the Companies will take appropriate measures to encourage and support the observance of ethics and compliance policies and procedures against violation of the anti-corruption laws by personnel at all levels of the Companies. These anti-corruption policies and procedures shall apply to all directors, officers, and employees and, where necessary and appropriate, outside parties acting on behalf of the Companies in a foreign jurisdiction, including, but not limited to, agents and intermediaries, consultants, representatives, distributors, teaming partners, contractors and suppliers, consortia, and joint venture partners (collectively, “agents and business partners”). The Companies shall notify all employees that compliance with the policies and procedures is the duty of individuals at all levels of the Companies. Such policies and procedures shall address:

- a. gifts;

- b. hospitality, entertainment, and expenses;
- c. customer travel;
- d. political contributions;
- e. charitable donations and sponsorships;
- f. facilitation payments; and
- g. solicitation and extortion.

4. The Companies will ensure that they have a system of financial and accounting procedures, including a system of internal controls, reasonably designed to ensure the maintenance of fair and accurate books, records, and accounts. This system shall be designed to provide reasonable assurances that:

- a. transactions are executed in accordance with management's general or specific authorization;
- b. transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and to maintain accountability for assets;
- c. access to assets is permitted only in accordance with management's general or specific authorization; and
- d. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

*Periodic Risk-Based Review*

5. The Companies will develop these compliance policies and procedures on the basis of a periodic risk assessment addressing the individual circumstances of the Companies, in

particular the foreign bribery risks facing the Companies, including, but not limited to, its geographical organization, interactions with various types and levels of government officials, industrial sectors of operation, potential clients and business partners, use of third parties, gifts, travel and entertainment expenses, charitable and political donations, involvement in joint venture arrangements, importance of licenses and permits in the Companies' operations, degree of governmental oversight and inspection, and volume and importance of goods and personnel clearing through customs and immigration.

6. The Companies shall review their anti-corruption compliance policies and procedures no less than annually and update them as appropriate to ensure their continued effectiveness, taking into account relevant developments in the field and evolving international and industry standards.

#### *Proper Oversight and Independence*

7. The Companies will assign responsibility to one or more senior corporate executives of the Companies for the implementation and oversight of the Companies' anti-corruption compliance codes, policies, and procedures. Such corporate official(s) shall have the authority to report directly to independent monitoring bodies, including internal audit, the Companies' Boards of Directors, or any appropriate committee of the Board of Directors, and shall have an adequate level of stature and autonomy from management as well as sufficient resources and authority to maintain such autonomy.

#### *Training and Guidance*

8. The Companies will implement mechanisms designed to ensure that their anti-corruption compliance codes, policies, and procedures are effectively communicated to all

directors, officers, employees, and, where necessary and appropriate, agents and business partners. These mechanisms shall include: (a) periodic training for all directors and officers, all employees in positions of leadership or trust, positions that require such training (e.g., internal audit, sales, legal, compliance, finance), or positions that otherwise pose a corruption risk to the Companies, and, where necessary and appropriate, agents and business partners; and (b) corresponding certifications by all such directors, officers, employees, agents, and business partners, certifying compliance with the training requirements. The Companies will conduct training in a manner tailored to the audience's size, sophistication, or subject matter expertise and, where appropriate, will discuss prior compliance incidents.

9. The Companies will maintain, or where necessary establish, an effective system for providing guidance and advice to directors, officers, employees, and, where necessary and appropriate, agents and business partners, on complying with the Companies' anti-corruption compliance codes, policies, and procedures, including when they need advice on an urgent basis or in any foreign jurisdiction in which the Companies operate.

#### *Internal Reporting and Investigation*

10. The Companies will maintain, or where necessary establish, an effective system for internal and, where possible, confidential reporting by, and protection of, directors, officers, employees, and, where appropriate, agents and business partners concerning violations of the anti-corruption laws or the Companies' anti-corruption compliance codes, policies, and procedures.

11. The Companies will maintain, or where necessary establish, an effective and reliable process with sufficient resources for responding to, investigating, and documenting

allegations of violations of the anti-corruption laws or the Companies' anti-corruption compliance codes, policies, and procedures. The Companies will handle the investigations of such complaints in an effective manner, including routing the complaints to proper personnel, conducting timely and thorough investigations, and following up with appropriate discipline where necessary.

#### *Enforcement and Discipline*

12. The Companies will implement mechanisms designed to effectively enforce their compliance codes, policies, and procedures, including appropriately incentivizing compliance and disciplining violations.

13. The Companies will institute appropriate disciplinary procedures to address, among other things, violations of the anti-corruption laws and the Companies' anti-corruption compliance codes, policies, and procedures by the Companies' directors, officers, and employees. Such procedures should be applied consistently, fairly and in a manner commensurate with the violation, regardless of the position held by, or perceived importance of, the director, officer, or employee. The Companies shall implement procedures to ensure that where misconduct is discovered, reasonable steps are taken to remedy the harm resulting from such misconduct, and to ensure that appropriate steps are taken to prevent further similar misconduct, including assessing the internal controls, compliance codes, policies, and procedures and making modifications necessary to ensure the overall anti-corruption compliance program is effective.



### *Third-Party Relationships*

14. The Companies will institute appropriate risk-based due diligence and compliance requirements pertaining to the retention and oversight of all agents and business partners, including:

a. properly documented due diligence pertaining to the hiring and appropriate and regular oversight of agents and business partners;

b. informing agents and business partners of the Companies' commitment to abiding by anti-corruption laws, and of the Companies' anti-corruption compliance codes, policies, and procedures; and

c. seeking a reciprocal commitment from agents and business partners. The Companies will understand and record the business rationale for using a third party in a transaction, and will conduct adequate due diligence with respect to the risks posed by a third-party partner such as a third-party partner's reputations and relationships, if any, with foreign officials. The Companies will ensure that contract terms with third parties specifically describe the services to be performed, that the third party is actually performing the described work, and that its compensation is commensurate with the work being provided in that industry and geographical region. The Companies will engage in ongoing monitoring of third-party relationships through updated due diligence, training, audits, and/or annual compliance certifications by the third party.

15. Where necessary and appropriate, the Companies will include standard provisions in agreements, contracts, and renewals thereof with all agents and business partners that are reasonably calculated to prevent violations of the anti-corruption laws, which may, depending upon the circumstances, include: (a) anti-corruption representations and undertakings relating to

compliance with the anti-corruption laws; (b) rights to conduct audits of the books, records, and accounts of the agent or business partner to ensure compliance with the foregoing; and (c) rights to terminate an agent or business partner as a result of any breach of the anti-corruption laws, the Companies' compliance codes, policies, or procedures, or the representations and undertakings related to such matters.

#### *Mergers and Acquisitions*

16. The Companies will develop and implement policies and procedures for mergers and acquisitions requiring that the Companies conduct appropriate risk-based due diligence on potential new business entities, including appropriate FCPA and anti-corruption due diligence by legal, accounting, and compliance personnel.

17. The Companies will ensure that the Companies' compliance codes, policies, and procedures regarding the anti-corruption laws apply as quickly as is practicable to newly acquired businesses or entities merged with the Companies and will promptly:

a. train the directors, officers, employees, agents, and business partners consistent with Paragraphs 8 and 9 above on the anti-corruption laws and the Companies' compliance codes, policies, and procedures regarding anti-corruption laws; and

b. where warranted, conduct an FCPA-specific audit of all newly acquired or merged businesses as quickly as practicable.

#### *Monitoring, Testing, and Remediation*

18. In order to ensure that their compliance programs do not become stale, the Companies will conduct periodic reviews and testing of their anti-corruption compliance codes, policies, and procedures designed to evaluate and improve their effectiveness in preventing and

detecting violations of anti-corruption laws and the Companies' anti-corruption codes, policies, and procedures, taking into account relevant developments in the field and evolving international and industry standards. The Companies will ensure that compliance and control personnel have sufficient direct or indirect access to relevant sources of data to allow for timely and effective monitoring and/or testing of transactions. Based on such review and testing and their analysis of any prior misconduct, the Companies will conduct a thoughtful root cause analysis and timely and appropriately remediate to address the root causes.

## **ATTACHMENT D**

### **REPORTING REQUIREMENTS**

Amec Foster Wheeler Energy Limited and John Wood Group PLC (collectively, the “Companies”) agree that they will report to the Fraud Section and the Office periodically, at no less than twelve-month intervals during a three-year term, regarding remediation and implementation of the compliance program and internal controls, policies, and procedures described in Attachment C. During this three-year period, the Companies shall: (1) conduct an initial review and submit a report, and (2) conduct and prepare at least two (2) follow-up reviews and reports, as described below:

a. By no later than one year from the date this Agreement is executed, the Companies shall complete an initial review and submit to the Fraud Section and the Office a written report setting forth a complete description of their remediation efforts to date, their proposals reasonably designed to improve the Companies’ internal controls, policies, and procedures for ensuring compliance with the FCPA and other applicable anti-corruption laws, and the proposed scope of the subsequent reviews (the “first report”).

b. The Companies shall undertake at least two follow-up reviews, incorporating the Fraud Section’s and the Office’s views on the Companies’ prior reviews and reports, to further monitor and assess whether the Companies’ policies and procedures are reasonably designed to detect and prevent violations of the FCPA and other applicable anti-corruption laws.

c. The initial review shall be completed and the first report shall be submitted by no later than one year after this Agreement is executed. The first follow-up review

shall be completed and the second report shall be submitted to the Fraud Section and the Office by no later than one year after the submission of the first report. The second follow-up review shall be completed and the third report shall be submitted to the Fraud Section and the Office by no later than thirty days before the end of the Term.

d. The reports will likely include proprietary, financial, confidential, and competitive business information. Moreover, public disclosure of the reports could discourage cooperation, impede pending or potential government investigations and thus undermine the objectives of the reporting requirement. For these reasons, among others, the reports and the contents thereof are intended to remain and shall remain non-public, except as otherwise agreed to by the parties in writing, or except to the extent that the Fraud Section and the Office determine in their sole discretion that disclosure would be in furtherance of the Fraud Section's and the Office's discharge of their duties and responsibilities or is otherwise required by law.

e. The reports shall be transmitted to Chief - FCPA Unit, Fraud Section, Criminal Division, U.S. Department of Justice, 1400 New York Avenue NW, Washington, DC 20530; and Chief, Business and Securities Fraud Section, United States Attorney's Office for the Eastern District of New York, 271 Cadman Plaza East, Brooklyn, New York 11201. The Companies may extend the time period for submission of any of the reports with prior written approval of the Fraud Section and the Office.

**ATTACHMENT E**

**CERTIFICATION – AMEC FOSTER WHEELER ENERGY LIMITED**

To: United States Department of Justice  
Criminal Division, Fraud Section  
Attention: Chief, FCPA Unit

United States Attorney's Office  
Eastern District of New York  
Attention: Chief, Business and Securities Fraud Section

Re: Deferred Prosecution Agreement Disclosure Certification

The undersigned certify, pursuant to Paragraph 18 of the Deferred Prosecution Agreement (“DPA”) filed on June 25, 2021, in the U.S. District Court for the Eastern District of New York, by and between the Fraud Section and the Office and Amec Foster Wheeler Energy Limited (the “Company”), that undersigned are aware of the Company’s disclosure obligations under Paragraph 6 of the DPA and that the Company has disclosed to the Fraud Section and the Office any and all evidence or allegations of conduct required pursuant to Paragraph 6 of the DPA, which includes evidence or allegations that may constitute a violation of the FCPA anti-bribery provisions had the conduct occurred within the jurisdiction of the United States (“Disclosable Information”). This obligation to disclose information extends to any and all Disclosable Information that has been identified through the Company’s compliance and controls program, whistleblower channel, internal audit reports, due diligence procedures, investigation process, or other processes. The undersigned further acknowledge and agree that the reporting requirement contained in Paragraph 6 and the representations contained in this certification constitute a significant and important component of the DPA and the Fraud Section’s and the Office’s determination whether the Company has satisfied its obligations under the DPA.

The undersigned hereby certify respectively that they are Directors of the Company (the two most senior individuals at the Company) and that each has been duly authorized by the Company to sign this Certification on behalf of the Company.

This Certification shall constitute a material statement and representation by the undersigned and by, on behalf of, and for the benefit of, the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and such material statement and representation shall be deemed to have been made in the Eastern District of New York. This Certification shall also constitute a record, document, or tangible object in connection with a matter within the jurisdiction of a

department and agency of the United States for purposes of 18 U.S.C. § 1519, and such record, document, or tangible object shall be deemed to have been made in the Eastern District of New York.

By: \_\_\_\_\_  
[NAME]  
Director  
Amec Foster Wheeler Energy Limited

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
[NAME]  
Director  
Amec Foster Wheeler Energy Limited

Dated: \_\_\_\_\_