UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

CASE NO. 23-CR-20414-GAYLES

UNITED STATES OF AMERICA

v.

TYSERS INSURANCE BROKERS LIMITED,

Defendant.

DEFERRED PROSECUTION AGREEMENT

Defendant Tysers Insurance Brokers Limited (the "Company"), pursuant to authority granted by the Company's Board of Directors reflected in Attachment B, and the United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section"), enter into this deferred prosecution agreement (the "Agreement"). AUB Group Limited ("AUB"), which acquired the Company in September 2022 and is not a defendant in this matter, also agrees, pursuant to the authority granted by AUB's Board of Directors, to certain terms and obligations of the Agreement as described below. The terms and conditions of this Agreement are as follows:

Criminal Information and Acceptance of Responsibility

1. The Company acknowledges and agrees that the Fraud Section will file the attached one-count criminal Information in the United States District Court for the Southern District of Florida charging the Company with one count of conspiracy to commit an offense against the United States, in violation of Title 18, United States Code, Section 371, that is, 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. In so doing, the Company: (a) knowingly waives any right it may have to indictment on this charge, 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); (b) knowingly waives any objection with respect to venue to any charges by the United States arising out of the conduct described in the Statement of Facts attached hereto as Attachment A ("Statement of Facts") 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 Florida; and (c) agrees that the charges in the Information and any charges arising from the conduct described in the Statement of Facts are not time-barred by the applicable statute of limitations on the date of the signing of this Agreement. The Fraud Section agrees to defer prosecution of the Company pursuant to the terms and conditions described below.

2. The Company admits, accepts, and acknowledges that it is responsible under United States law for the acts of its officers, directors, employees, and agents as charged in the Information, and as set forth in the attached Statement of Facts, and that the allegations described in the Information and the facts described in the attached Statement of Facts are true and accurate. The Company and AUB agree that, effective as of the date the Company signs this Agreement, in any prosecution that is deferred by this Agreement, the Company and AUB will not dispute the Statement of Facts set forth in this Agreement, and, in any such prosecution, the Statement of Facts shall be admissible as: (a) substantive evidence offered by the government in its case-in-chief and rebuttal case; (b) impeachment evidence offered by the government on cross-examination; and (c) evidence at any sentencing hearing or other hearing. In addition, in connection therewith, the Company and AUB agree not to assert any claim under the United

States Constitution, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal Procedure, Section 1B1.1(a) of the United States Sentencing Guidelines, or any other federal rule that the Statement of Facts should be suppressed or is otherwise inadmissible as evidence in any form.

Term of the Agreement

3. This Agreement is effective for a period beginning on the date on which the Information is filed and ending three years from that date (the "Term"). The Company and AUB agree, however, that, in the event the Fraud Section determines, in its sole discretion, that the Company or AUB has knowingly violated any provision of this Agreement or has failed to completely perform or fulfill each of the Company's or AUB's obligations under this Agreement, an extension or extensions of the Term may be imposed by the Fraud Section, in its sole discretion, for up to a total additional time period of one year, without prejudice to the Fraud Section's right to proceed as provided in Paragraphs 18 to 22 below. Any extension of the Agreement extends all terms of this Agreement, including the terms of the reporting requirement in Attachment D, for an equivalent period. Conversely, in the event the Fraud Section finds, in its sole discretion, that there exists a change in circumstances sufficient to eliminate the need for the reporting requirement in Attachment D, and that the other provisions of this Agreement have been satisfied, the Agreement may be terminated early.

Relevant Considerations

4. The Fraud Section enters into this Agreement based on the individual facts and circumstances presented by this case, the Company, and AUB, including:

a. The nature and seriousness of the offense conduct, as described in the Statement of Facts, including the Company's participation in a bribery scheme to obtain reinsurance business in Ecuador;

b. The Company did not receive voluntary disclosure credit pursuant to the Criminal Division's Corporate Enforcement and Voluntary Self-Disclosure Policy, or pursuant to U.S. Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 8C2.5(g)(1), because it did not voluntarily and timely disclose to the Fraud Section the conduct described in the Statement of Facts;

c. the Company received credit for its cooperation with the Fraud Section's investigation pursuant to U.S.S.G. § 8C2.5(g)(2) because it cooperated with the investigation and demonstrated recognition and affirmative acceptance of responsibility for its criminal conduct; the Company also received credit for its cooperation and timely remediation pursuant to the Criminal Division's Corporate Enforcement and Voluntary Self-Disclosure Policy, by, among other things: (i) meeting the Fraud Section's requests promptly; (ii) making foreign-based employees available for interviews; (iii) collecting and producing voluminous relevant documents to the Fraud Section, including documents located outside the United States; (iv) making several detailed factual presentations to the Fraud Section and conducting and producing financial analyses of voluminous transactions; and (v) timely accepting responsibility and reaching a prompt resolution.

d. the Company provided to the Fraud Section all relevant facts known to it, including information about the individuals involved in the conduct described in the Statement of Facts attached hereto as Attachment A and conduct disclosed to the Fraud Section prior to the Agreement;

e. the Company engaged in timely remedial measures, including: (i) placing employees involved in the misconduct on paid administrative leave; (ii) terminating all business and affiliations with the intermediary company involved in the misconduct described in the Statement of Facts; and (iii) comprehensively reviewing and enhancing its compliance program, including engaging additional resources with appropriate expertise to assist in evaluating and strengthening its compliance program, making enhancements to the governance and oversight of its compliance program, adding new compliance resources and personnel, updating and enhancing its antibribery and anticorruption policies, enhancing procedures related to onboarding and making payments to third-parties, and enhancing training programs.

f. AUB and the Company have enhanced and have committed to continuing to enhance the Company's compliance program and internal controls, including ensuring that the Company's compliance program satisfies the minimum elements set forth in Attachment C to this Agreement (Corporate Compliance Program);

g. the Company has no prior criminal, civil, or regulatory history;

h. the Company and AUB have agreed to continue to cooperate with the Fraud Section in any ongoing investigation as described in Paragraph 5 below; and

i. accordingly, after considering paragraphs (a) through (h) above, the Fraud Section has determined that the appropriate resolution in this case is a deferred prosecution agreement, a penalty in the amount of $36,000,000, which reflects a discount of 25 percent off of the bottom of the otherwise-applicable U.S. Sentencing Guidelines fine range, and forfeiture of $10,589,275.

j. Based on the Company's remediation and the state of its compliance program, and the Company's agreement to report to the Fraud Section as set forth in Attachment

D to this Agreement, the Fraud Section determined that an independent compliance monitor is unnecessary.

Ongoing Cooperation and Disclosure Requirements

5. The Company and AUB shall cooperate fully with the Fraud Section in any and all matters relating to the conduct described in this Agreement and the attached Statement of Facts and other conduct under investigation by the Fraud Section at any time during the Term until the later of the date upon which all investigations and prosecutions arising out of such conduct are concluded, or the end of the term specified in paragraph 3. At the request of the Fraud Section, the Company and AUB shall also cooperate fully with other domestic or foreign law enforcement and regulatory authorities and agencies, as well as the Multilateral Development Banks ("MDBs"), in any investigation of the Company, AUB or its affiliates, or any of their present or former officers, directors, employees, agents, and consultants, or any other party, in any and all matters relating to the conduct described in this Agreement and the attached Statement of Facts and other conduct under investigation by the Fraud Section at any time during the Term. The Company and AUB's cooperation pursuant to this Paragraph is subject to applicable law and regulations, including data privacy and national security laws, as well as valid claims of attorney-client privilege or attorney work product doctrine; however, the Company and AUB must provide to the Fraud Section a log of any information or cooperation that is not provided based on an assertion of law, regulation, or privilege, and the Company and AUB bear the burden of establishing the validity of any such an assertion. The Company and AUB agree that their cooperation pursuant to this Paragraph shall include, but not be limited to, the following:

a. The Company and AUB represent that they have timely and truthfully disclosed all factual information with respect to the Company's activities, those of its subsidiaries, and affiliates, and those of its present and former directors, officers, employees, agents, and consultants relating to the conduct described in this Agreement and the attached Statement of Facts, as well as any other conduct under investigation by the Fraud Section at any time about which the Company or AUB has any knowledge. The Company and AUB further agree that they shall promptly and truthfully disclose all factual information with respect to their activities, those of their affiliates, and those of their present and former directors, officers, employees, agents, and consultants related to the conduct described in this Agreement or the Statement of Facts about which the Company or AUB shall gain any knowledge or about which the Fraud Section has inquired or may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of the Company and AUB to provide to the Fraud Section, upon request, any document, record or other tangible evidence about which the Fraud Section may inquire of the Company or AUB, including evidence that is responsive to any requests made prior to the execution of this Agreement.

b. Upon request of the Fraud Section, the Company and AUB shall designate knowledgeable employees, agents or attorneys to provide to the Fraud Section the information and materials described in Paragraph 5(a) above on behalf of the Company and AUB. It is further understood that the Company and AUB must at all times provide complete, truthful, and accurate information.

c. The Company and AUB shall use their best efforts to make available for interviews or testimony, as requested by the Fraud Section, present or former officers, directors, employees, agents and consultants of the Company and AUB. This obligation includes, but is

not limited to, sworn testimony before a federal grand jury or in federal trials, as well as interviews with domestic or foreign law enforcement and regulatory authorities. Cooperation under this Paragraph shall include identification of witnesses who, to the knowledge of the Company and AUB, 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 Fraud Section pursuant to this Agreement, the Company and AUB consent to any and all disclosures to other governmental authorities, subject to applicable laws and regulations, including United States authorities and those of a foreign government, as well as the MDBs, of such materials as the Fraud Section, in its sole discretion, shall deem appropriate.

6. In addition to the obligations in Paragraph 5, during the Term, should the Company learn of any evidence or allegation of conduct that may constitute a violation of the FCPA anti-bribery provisions had the conduct occurred within the jurisdiction of the United States, the Company shall promptly report such evidence or allegation to the Fraud Section.

Payment of Monetary Penalty

7. The Fraud Section and the Company agree that application of the Sentencing Guidelines to determine the applicable fine range yields the following analysis:

a. The November 1, 2021 U.S.S.G. are applicable to this matter.

b. Offense Level. Based upon U.S.S.G. § 2C1.1, the total offense level is 36, calculated as follows:

§ 2C1.1(a)(2) Base Offense Level	12
§ 2C1.1(b)(1) More than One Bribe	+2
§§ 2C1.1(b)(2), 2B1.1(b)(1)(L) Value of Benefit Received (more than $25,000,000)	+22

TOTAL		36

c. Base Fine. Based upon U.S.S.G. § 8C2.4(a)(1), the base fine is $80,000,000.

d. Culpability Score. Based upon U.S.S.G. § 8C2.5, the culpability score is 3, calculated as follows:

(a)	Base Culpability Score	5
(g)(2)	Cooperation, Acceptance	- 2
TOTAL		3

Calculation of Fine Range:

Base Fine	$80,000,000
Multipliers	0.6 (min) / 1.2 (max)
Fine Range	$48,000,000 / $96,000,000

8. The Fraud Section and the Company agree, based on the application of the Sentencing Guidelines, that the appropriate criminal penalty is $36,000,000 ("Criminal Fine"). This reflects a 25 percent discount off the bottom of the applicable Sentencing Guidelines fine range. The Company and the Fraud Section agree that the Company will pay the Criminal Fine to the United States Treasury no later than ten business days after the Agreement is fully executed. The Company and the Fraud Section agree that this penalty is appropriate given the facts and circumstances of this case, including the Relevant Considerations described in Paragraph 4 of this Agreement. The Criminal Fine is final and shall not be refunded. Furthermore, nothing in this Agreement shall be deemed an agreement by the Fraud Section that the Criminal Fine is the maximum penalty that may be imposed in any future prosecution, and the Fraud Section is not precluded from arguing in any future prosecution that the Court should

impose a higher fine, although the Fraud Section agrees that under those circumstances, it will recommend to the Court that any amount paid under this Agreement should be offset against any fine the Court imposes as part of a future judgment. The Company and AUB acknowledge that no tax deduction may be sought in connection with the payment of any part of the Criminal Fine. The Company and AUB shall not seek or accept directly or indirectly reimbursement or indemnification from any source with regard to the penalty or disgorgement amounts that the Company pays pursuant to this Agreement or any other agreement entered into with an enforcement authority or regulator concerning the facts set forth in the attached Statement of Facts.

Forfeiture

9. As a result of the Company's conduct, including the conduct set forth in the attached Statement of Facts, the parties agree the Fraud Section could institute a civil and/or criminal forfeiture action against certain funds held by the Company and that such funds would be forfeitable pursuant to Title 18, United States Code, Sections 981(a)(1)(C) and 982(a)(2) and Title 28, United States Code, Section 2461(c). The Company hereby admits that the facts set forth in the Statement of Facts establish that at least $10,589,275, representing the proceeds traceable to the commission of the offense, is forfeitable to the United States (the "Forfeiture Amount"). The Company releases any and all claims it may have to the Forfeiture Amount, agrees that the forfeiture of such funds may be accomplished either administratively or judicially at the Fraud Section's election, and waives the requirements of any applicable laws, rules or regulations governing the forfeiture of assets, including notice of the forfeiture. If the Fraud Section seeks to forfeit the Forfeiture Amount judicially or administratively, the Company consents to entry of an order of forfeiture or declaration of forfeiture directed to such funds and

waives any defense it may have under Title 18, United States Code, Sections 981-984, including but not limited to notice, statute of limitations, and venue. The Company agrees to sign any additional documents necessary to complete forfeiture of the Forfeiture Amount. The Company also agrees that it shall not file any petitions for remission, restoration, or any other assertion of ownership or request for return relating to the Forfeiture Amount, or any other action or motion seeking to collaterally attach the seizure, restraint, forfeiture, or conveyance of the Forfeiture Amount, nor shall it assist any others in filing any such claims, petitions, actions, or motions. The Company agrees to pay the Forfeiture Amount by wire transfer pursuant to instructions provided by the Fraud Section no later than ten business days after the Agreement is fully executed.

10. Any portion of the Forfeiture Amount that is paid is final and shall not be refunded should the Fraud Section later determine that the Company has breached this Agreement and commences a prosecution against the Company. In the event of a breach of this Agreement and subsequent prosecution, the Fraud Section is not limited to the Forfeiture Amount. The Fraud Section agrees that in the event of a subsequent breach and prosecution, it will recommend to the Court that the amounts paid pursuant to this Agreement be offset against whatever forfeiture the Court shall impose as part of its judgment. The Company understands that such a recommendation will not be binding on the Court.

Conditional Release from Liability

11. Subject to Paragraphs 18-22, the Fraud Section agrees, except as provided in this Agreement, that it will not bring any criminal or civil case against the Company, AUB, or any of their affiliates and subsidiaries, relating to any of the conduct described in the attached Statement of Facts or the criminal Information filed pursuant to this Agreement. The Fraud Section,

however, may use any information related to the conduct described in the attached Statement of Facts against the Company, AUB, or any of their subsidiaries or affiliates: (a) in a prosecution for perjury or obstruction of justice; (b) in a prosecution for making a false statement; (c) in a prosecution or other proceeding relating to any crime of violence; or (d) in a prosecution or other proceeding relating to a violation of any provision of Title 26 of the United States Code.

a. This Agreement does not provide any protection against prosecution for any future conduct by the Company, AUB, or any of their subsidiaries or affiliates.

b. In addition, this Agreement does not provide any protection against prosecution of any individuals, regardless of their affiliation with the Company, AUB, or any of their subsidiaries or affiliates.

Corporate Compliance Program

12. The Company and AUB represent that they have implemented and will continue to implement a compliance and ethics program at the Company designed to prevent and detect violations of the FCPA and other applicable anti-corruption laws throughout the Company's operations, including those of its affiliates, agents, and joint ventures, and those of its contractors and subcontractors whose responsibilities include interacting with foreign officials or other activities carrying a high risk of corruption, including, but not limited to, the minimum elements set forth in Attachment C.

13. In order to address any deficiencies in the Company's internal accounting controls, policies, and procedures, the Company and AUB represent that they have undertaken, and will continue to undertake in the future, in a manner consistent with all of their obligations under this Agreement, a review of the Company's existing internal accounting controls, policies, and procedures regarding compliance with the FCPA and other applicable anti-corruption laws.

Where necessary and appropriate, the Company and AUB agree to adopt a new compliance program at the Company, or to modify its existing one, including internal controls, compliance policies, and procedures in order to ensure that the Company maintains: (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. The Company's compliance program, including the internal accounting controls system will include, but not be limited to, the minimum elements set forth in Attachment C.

Corporate Compliance Reporting

14. The Company and AUB agree that they will report to the Fraud Section annually during the Term regarding remediation and implementation of the compliance measures at the Company described in Attachment C. These reports will be prepared in accordance with Attachment D.

15. Thirty days prior to the expiration of the Term, AUB, by the Chief Executive Officer and Chief Legal & Risk Officer, will certify to the Fraud Section in the form of executing the document attached as Attachment F to this Agreement, that the Company and AUB have met their compliance obligations pursuant to this Agreement. Each certification will be deemed a material statement and representation to the executive branch of the United States for purposes of Title 18, United States Code, Sections 1001 and 1519, and it will be deemed to have been made in the judicial district in which this Agreement is filed.

Deferred Prosecution

16. In consideration of the undertakings agreed to by the Company and AUB herein, the Fraud Section agrees that any prosecution of the Company for the conduct set forth in the attached Statement of Facts be and hereby is deferred for the Term. To the extent there is conduct disclosed by the Company that is not set forth in the attached Statement of Facts, such conduct will not be exempt from further prosecution and is not within the scope of or relevant to this Agreement.

17. The Fraud Section further agrees that if the Company and AUB fully comply with all of their obligations under this Agreement, the Fraud Section will not continue the criminal prosecution against the Company described in Paragraph 1 and, at the conclusion of the Term, this Agreement shall expire. Within six months after the Agreement's expiration, the Fraud Section shall seek dismissal with prejudice of the criminal Information filed against the Company described in Paragraph 1, and agrees not to file charges in the future against the Company based on the conduct described in this Agreement and the attached Statement of Facts. If, however, the Fraud Section determines during this six-month period that the Company or AUB breached the Agreement during the Term, as described in Paragraph 18, the Fraud Section's ability to extend the Term, as described in Paragraph 3, or to pursue other remedies, including those described in Paragraphs 18 to 22, remains in full effect.

Breach of the Agreement

18. If, during the Term, (a) the Company commits any felony under U.S. federal law; (b) the Company or AUB provides in connection with this Agreement deliberately false, incomplete, or misleading information, including in connection with its disclosure of information about individual culpability; (c) the Company or AUB fails to cooperate as set forth in

Paragraphs 5 and 6 of this Agreement; (d) the Company or AUB fails to implement a compliance program at the Company as set forth in Paragraphs 14 and 15 of this Agreement and Attachment C; (e) the Company commits any acts that, had they occurred within the jurisdictional reach of the FCPA, would be a violation of the FCPA; or (f) the Company or AUB otherwise fails to completely perform or fulfill each of the Company or AUB's obligations under the Agreement, regardless of whether the Fraud Section becomes aware of such a breach after the Term is complete, the Company, AUB, and their subsidiaries and affiliates, shall thereafter be subject to prosecution for any federal criminal violation of which the Fraud Section has knowledge, including, but not limited to, the charges in the Information described in Paragraph 1, which may be pursued by the Fraud Section in the U.S. District Court for the Southern District of Florida or any other appropriate venue. Determination of whether the Company or AUB has breached the Agreement and whether to pursue prosecution of the Company shall be in the Fraud Section's sole discretion. Any such prosecution may be premised on information provided by the Company, AUB, their subsidiaries or affiliates, or the personnel of any of the foregoing. Any such prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Fraud Section 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 may be commenced against the Company, AUB, or their subsidiaries or affiliates, 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, the Company and AUB agree that the statute of limitations with respect to any such prosecution that is not time-barred on the date of the signing of this Agreement shall be tolled for the Term plus one year. In addition, the Company and AUB agree that the statute of limitations as to any

violation of federal law that occurs during the Term will be tolled from the date upon which the violation occurs until the earlier of the date upon which the Fraud Section is made aware of the violation or the duration of the Term plus five years, and that this period shall be excluded from any calculation of time for purposes of the application of the statute of limitations.

19. In the event the Fraud Section determines that the Company or AUB has breached this Agreement, the Fraud Section agrees to provide the Company and AUB with written notice of such breach prior to instituting any prosecution resulting from such breach. Within thirty days of receipt of such notice, the Company and AUB shall have the opportunity to respond to the Fraud Section in writing to explain the nature and circumstances of such breach, as well as the actions the Company and AUB have taken to address and remediate the situation, which explanation the Fraud Section shall consider in determining whether to pursue prosecution of the Company or AUB.

20. In the event that the Fraud Section determines that the Company has breached this Agreement: (a) all statements made by or on behalf of the Company, AUB, and their subsidiaries and affiliates, to the Fraud Section or to the Court, including the attached Statement of Facts, and any testimony given by the Company or AUB before a grand jury, a court, or any tribunal, or at any legislative hearings, whether prior or subsequent to this Agreement, and any leads derived from such statements or testimony, shall be admissible in evidence in any and all criminal proceedings brought by the Fraud Section against the Company, AUB, or their subsidiaries and affiliates; and (b) the Company, AUB, or their subsidiaries and affiliates, 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 any such statements or testimony made by or on behalf of the Company or AUB prior or subsequent

to this Agreement, or any leads derived therefrom, should be suppressed or are otherwise inadmissible. The decision whether conduct or statements of any current director, officer or employee, or any person acting on behalf of, or at the direction of, the Company, AUB, or their subsidiaries and affiliates, will be imputed to the Company, AUB, or their subsidiaries and affiliates, for the purpose of determining whether the Company, AUB, or their subsidiaries or affiliates, has violated any provision of this Agreement shall be in the sole discretion of the Fraud Section.

21. The Company and AUB acknowledge that the Fraud Section has made no representations, assurances, or promises concerning what sentence may be imposed by the Court if the Company or AUB breaches this Agreement and this matter proceeds to judgment. The Company and AUB further acknowledge 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.

22. On the date that the period of deferred prosecution specified in this Agreement expires, the Company, by the Chief Executive Officer of the Company and the Chief Financial Officer of the Company (or their functional equivalents), will certify to the Fraud Section, in the form of executing the document attached as Attachment E to this Agreement, that the Company has met its disclosure obligations pursuant to Paragraph 6 of this Agreement. Each certification will be deemed a material statement and representation to the executive branch of the United States for purposes of 18 U.S.C. §§ 1001 and 1519, and it will be deemed to have been made in the judicial district in which this Agreement is filed.

Sale, Merger, or Other Change in Corporate Form of Company

23. Except as may otherwise be agreed by the parties in connection with a particular transaction, the Company and AUB agree that in the event that, during the Term, they undertake any change in corporate form, including if they sell, merge, or transfer business operations that are material to the Company's consolidated operations, or to the operations of any subsidiaries or affiliates of the Company involved in the conduct described in the attached Statement of Facts, as they exist as of the date of this Agreement, whether such sale is structured as a sale, asset sale, merger, transfer, or other change in corporate form, it shall include in any contract for sale, merger, transfer, or other change in corporate form a provision binding the purchaser, or any successor in interest thereto, to the obligations described in this Agreement. The purchaser or successor in interest must also agree in writing that the Fraud Section's ability to determine a breach under this Agreement is applicable in full force to that entity. The Company and AUB agree that the failure to include these provisions in the transaction will make any such transaction null and void. The Company and AUB shall provide notice to the Fraud Section at least thirty (30) days prior to undertaking any such sale, merger, transfer, or other change in corporate form. The Fraud Section shall notify the Company and AUB prior to such transaction (or series of transactions) if it determines that the transaction or transactions will have the effect of circumventing or frustrating the enforcement purposes of this Agreement. If at any time during the Term the Company or AUB engage in a transaction(s) that has the effect of circumventing or frustrating the enforcement purposes of this Agreement, the Fraud Section may deem it a breach of this Agreement pursuant to Paragraphs 18 to 22 of this Agreement. Nothing herein shall restrict the Company or AUB from indemnifying (or otherwise holding harmless) the purchaser or successor in interest for penalties or other costs arising from any conduct that may have

occurred prior to the date of the transaction, so long as such indemnification does not have the effect of circumventing or frustrating the enforcement purposes of this Agreement, as determined by the Fraud Section.

Public Statements

24. The Company and AUB expressly agree that they shall not, through present or future attorneys, officers, directors, employees, agents or any other person authorized to speak for the Company or AUB make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by the Company set forth above or the facts described in the attached Statement of Facts. Any such contradictory statement shall, subject to cure rights of the Company and AUB described below, constitute a breach of this Agreement, and the Company thereafter shall be subject to prosecution as set forth in Paragraphs 18 to 22 of this Agreement. The decision whether any public statement by any such person contradicting a fact contained in the attached Statement of Facts will be imputed to the Company and AUB for the purpose of determining whether it has breached this Agreement shall be at the sole discretion of the Fraud Section. If the Fraud Section determines that a public statement by any such person contradicts in whole or in part a statement contained in the attached Statement of Facts, the Fraud Section shall so notify the Company and AUB, and the Company and AUB may avoid a breach of this Agreement by publicly repudiating such statement(s) within five business days after notification. The Company and AUB shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the attached Statement of Facts provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the attached Statement of Facts. This Paragraph does not apply to any statement made by any present or former officer, director, employee, or agent of the Company or AUB in the course of

any criminal, regulatory, or civil case initiated against such individual, unless such individual is speaking on behalf of the Company or AUB.

25. The Company and AUB agree that if they, or any of their direct or indirect subsidiaries or affiliates issue a press release or hold any press conference in connection with this Agreement, the Company and AUB shall first consult with the Fraud Section to determine (a) whether the text of the release or proposed statements at the press conference are true and accurate with respect to matters between the Fraud Section and the Company and AUB; and (b) whether the Fraud Section has any objection to the release.

26. The Fraud Section agrees, if requested to do so, to bring to the attention of law enforcement and regulatory authorities the facts and circumstances relating to the nature of the conduct underlying this Agreement, including the nature and quality of the Company's and AUB's cooperation and remediation. By agreeing to provide this information to such authorities, the Fraud Section is not agreeing to advocate on behalf of the Company or AUB, but rather is agreeing to provide facts to be evaluated independently by such authorities.

Limitations on Binding Effect of Agreement

27. This Agreement is binding on the Company and AUB and the Fraud Section but specifically does not bind any other component of the Department of Justice, other federal agencies, or any state, local or foreign law enforcement or regulatory agencies, or any other authorities, although the Fraud Section will bring the cooperation of the Company and AUB and their compliance with their other obligations under this Agreement to the attention of such agencies and authorities if requested to do so by the Company and AUB. If the Court refuses to grant exclusion of time under the Speedy Trial Act, 18 U.S.C. § 3161(h)(2), all the provisions of this Agreement shall be deemed null and void, and the Term shall be deemed to have not begun,

except that the statute of limitations for any prosecution relating to the conduct described in the Statement of Facts shall be tolled from the date on which this Agreement is signed until the date the Court refuses to grant the exclusion of time plus six months, and except for the provisions contained within Paragraph 2 of this Agreement.

Notice

28. Any notice to the Fraud Section under this Agreement shall be given by electronic mail and/or personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to Chief, FCPA Unit, Fraud Section, Criminal Division, U.S. Department of Justice, 1400 New York Avenue, NW, Washington, DC 20005. Any notice to the Company and AUB under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, with copies by electronic mail, addressed to Richard Bell, Chief Legal & Risk Officer, AUB Group Limited, Level 14, 141 Walker Street, North Sydney, NSW 2060. Notice shall be effective upon actual receipt by the Fraud Section or the Company and AUB.

Complete Agreement

29. This Agreement, including its attachments, sets forth all the terms of the agreement between the Company and AUB and the Fraud Section. No amendments, modifications or additions to this Agreement shall be valid unless they are in writing and signed by the Fraud Section, the attorneys for the Company and AUB and a duly authorized representative of the Company and AUB.

AGREED:

FOR TYSERS INSURANCE BROKERS LIMITED:

Date: 11/17/23

By: _____
Mike Emmett
Interim CEO and Director
Tysers Insurance Brokers Ltd

Date: 11/16/23

By: _____
Benjamin Naftalis
Erin Brown Jones
Latham & Watkins LLP
Counsel for Tysers Insurance Brokers Ltd

FOR AUB GROUP LIMITED:

Date: 11/17/23

By: _____
Mike Emmett
CEO and Managing Director
AUB Group Limited

Date: 11/16/23

By: _____
Benjamin Naftalis
Erin Brown Jones
Latham & Watkins LLP
Counsel for AUB Group Limited

FOR THE DEPARTMENT OF JUSTICE:

GLENN S. LEON
Chief, Fraud Section
Criminal Division
United States Department of Justice

Date: 11/20/23

By: _____

Katherine Raut
Anthony Scarpelli
Trial Attorneys
Alexander Kramer
Assistant Chief

COMPANY OFFICER'S CERTIFICATE
FOR TYSERS INSURANCE BROKERS LIMITED

I have read this Agreement and carefully reviewed every part of it with outside counsel for Tysers Insurance Brokers Limited (the "Company"). I understand the terms of this Agreement and voluntarily agree, on behalf of the Company, to each of its terms. Before signing this Agreement, I consulted outside counsel for the Company. Counsel fully advised me of the rights of the Company, 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 the Company. I have advised and caused outside counsel for the Company to advise the Board of Directors fully of the rights of the Company, 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 the Company, 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 the Interim Chief Executive Officer and Director for the Company and that I have been duly authorized by the Company to execute this Agreement on behalf of the Company.

Date: ___11.16.2023_____

TYSERS INSURANCE BROKERS LIMITED

By: _____
Mike Emmett
Interim CEO and Director

COMPANY OFFICER'S CERTIFICATE
FOR AUB GROUP LIMITED

I have read this Agreement and carefully reviewed every part of it with outside counsel for AUB Group Limited ("AUB"). I understand the terms of this Agreement and voluntarily agree, on behalf of AUB, to each of its terms. Before signing this Agreement, I consulted outside counsel for AUB. Counsel fully advised me of the rights of AUB, 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 AUB. I have advised and caused outside counsel for AUB to advise the Board of Directors fully of the rights of AUB, 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 AUB, 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 the CEO and Managing Director for AUB and that I have been duly authorized by AUB to execute this Agreement on behalf of AUB.

Date: __11.16.2023___

AUB GROUP LIMITED

By: _____

Mike Emmett
CEO and Managing Director

CERTIFICATE OF COUNSEL FOR TYSERS INSURANCE BROKERS LIMITED

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

Date: 11/16/23

By: _____
Benjamin Naftalis
Erin Brown Jones
Latham & Watkins LLP
Counsel for Tysers Insurance Brokers Ltd

CERTIFICATE OF COUNSEL FOR AUB GROUP LIMITED

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

Date: 11/16/23

By: _____
Benjamin Naftalis
Erin Brown Jones
Latham & Watkins LLP
Counsel for Tysers Insurance Brokers Ltd

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") and Tysers Insurance Brokers Limited ("Tysers" 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 Tysers. Tysers hereby agrees and stipulates that the following information is true and accurate. Tysers admits, accepts, and acknowledges that it is responsible for the acts of its officers, directors, employees, and agents as set forth below. Should the Fraud Section pursue the prosecution that is deferred by this Agreement, Tysers 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 this Agreement:

Relevant Entities and Individuals

1. The defendant Tysers Insurance Brokers Limited ("Tysers" or the "Company") (formerly known as and doing business during the relevant period as Integro Insurance Brokers Limited, or "Integro") was an international reinsurance broker based in the United Kingdom. The Company was acquired by AUB Group Limited ("AUB") in or around September 2022. The Company was a "person" as that term is defined in the FCPA, Title 15, United States Code, Section 78dd-3(f)(1).

2. "Tysers Employee 1," a United Kingdom citizen and resident, whose identity is known to the United States and the Company, was an international reinsurance broker for the Company with responsibility for developing certain segments of the Company's Ecuador

reinsurance business. Tysers Employee 1 was an "employee" and "agent" of Tysers as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-3(a).

3. "Tysers Employee 2," a United Kingdom citizen and resident, whose identity is known to the United States and the Company, was an international reinsurance broker for the Company with responsibility for developing certain segments of the Company's Ecuador reinsurance business. Tysers Employee 2 was an "employee" and "agent" of Tysers as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-3(a).

4. "Tysers Employee 3," a United Kingdom citizen and resident, whose identity is known to the United States and the Company, was an international reinsurance broker for the Company with responsibility for developing certain segments of the Company's Ecuador reinsurance business and was the head of a division of the Company. Tysers Employee 3 was an "employee" and "agent" of Tysers as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-3(a).

5. "Intermediary Company" collectively refers to two companies whose identities are known to the United States and the Company, that were registered in Panama and Ecuador, operated in Miami, Florida, and acted as intermediaries for reinsurance companies. Intermediary Company acted as an "agent" of Tysers, as that term is used in the FCPA, Title 15, United States Code, Section 78dd-3(a).

6. Esteban Eduardo Merlo Hidalgo ("Merlo") was an Ecuadorian and United States dual citizen who resided in Miami, Florida. Merlo operated and controlled Intermediary Company. Merlo acted as an "agent" of the Company as that term is used in the FCPA, Title 15, United States Code, Section 78dd-3(a).

7. Luis Lenin Maldonado Matute ("Maldonado") was an Ecuadorian citizen and Costa Rican resident and the president of Intermediary Company. Maldonado acted as an "agent" of the Company as that term is used in the FCPA, Title 15, United States Code, Section 78dd-3(a).

8. Cristian Patricio Pintado Garcia ("Pintado") was an Ecuadorian and Italian dual citizen and resident of Costa Rica and the general manager of Intermediary Company. Pintado acted as an "agent" of the Company as that term is used in the FCPA, Title 15, United States Code, Section 78dd-3(a).

9. Seguros Sucre S.A. ("Seguros Sucre") was a state-owned insurance company of Ecuador. Seguros Sucre was controlled by the government of Ecuador and performed a function that Ecuador treated as its own. It was an "instrumentality" of the Ecuadorian government as that term is used in the FCPA, Title 15, United States Code, Section 78dd-3(f)(2)(A).

10. Seguros Rocafuerte S.A. ("Rocafuerte") was a state-owned insurance company of Ecuador. Rocafuerte was controlled by the government of Ecuador and performed a function that Ecuador treated as its own. It was an "instrumentality" of the Ecuadorian government as that term is used in the FCPA, Title 15, United States Code, Section 78dd-3(f)(2)(A).

11. Juan Ribas Domenech ("Ribas") was a citizen of Ecuador who, from at least in or around 2013 through at least in or around 2017, served as the chairman of both Seguros Sucre and Rocafuerte and as an advisor to a then-high ranking executive branch official in the Ecuadorian government. Ribas was a "foreign official" as that term is defined in the FCPA, Title 15, United States Code, Section 78dd-3(f)(2)(A).

12. "Foreign Official 1," an individual whose identity is known to the United States and the Company, was a citizen of Ecuador who served as an official of Seguros Sucre from at least in or around 2013 through at least in or around 2017. Foreign Official 1 was a "foreign

official" as the term is defined in the FCPA, Title 15, United States Code, Section 78dd-3(f)(2)(A).

13. "Foreign Official 2," an individual whose identity is known to the United States and the Company, was a citizen of Ecuador who served as an official of Seguros Sucre from at least in or around 2015 through at least in or around 2019. Foreign Official 2 was a "foreign official" as the term is defined in the FCPA, Title 15, United States Code, Section 78dd-3(f)(2)(A).

14. "Foreign Official 3," an individual whose identity is known to the United States and the Company, served as an official of Seguros Sucre from at least in or around 2014 through at least in or around 2018. Foreign Official 3 was a "foreign official" as the term is defined in the FCPA, Title 15, United States Code, Section 78dd-3(f)(2)(A).

15. Fernando Martinez Gomez ("Martinez") was a United States and Ecuadorian dual citizen who worked as a financial advisor for an international investment firm from in or around 2009 through in or around 2016. Martinez was a "domestic concern," as that term is defined in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1)(A).

16. H.W. Wood Limited ("H.W. Wood") was an international reinsurance broker based in the United Kingdom.

17. "H.W. Wood Employee," an individual whose identity is known to the United States and the Company, was an employee of H.W. Wood who served as a broker with primary responsibility over H.W. Wood's Ecuadorian public reinsurance business.

The Bribery Scheme

18. Between in or around 2013 and in or around 2017, Tysers, 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, Ecuadorian officials to secure improper advantages in order to obtain and retain reinsurance business from Seguros Sucre and Rocafuerte.

19. The business of reinsurance provides insurance for insurance companies, which involves the transfer to a reinsurance company of all or part of an insurance company's risk of paying claims under a policy. A reinsurance broker such as Tysers arranges the transfer of risk. The broker collects the premium due from the insurance company to the reinsurance company. The broker is typically paid for its services by retaining a portion of the premium as a commission.

20. In furtherance of the scheme, Intermediary Company introduced Tysers and H.W. Wood to Ribas and other Seguros Sucre and Rocafuerte officials soon after Ribas became the chairman of both Seguros Sucre and Rocafuerte. During the relevant period, Intermediary Company paid bribes totaling at least approximately $2.8 million on behalf of and for the benefit of Tysers, H.W. Wood, and Intermediary Company to bank accounts, including those in the Southern District of Florida, as well as Panama and Switzerland. These bank accounts were held in the Ecuadorian officials' names and in the names of third parties and nominee account holders for the officials' benefit. Insurance payments from Seguros Sucre and Rocafuerte to Tysers and H.W. Wood funded the payments from Tysers and H.W. Wood to Intermediary Company that were used to pay the bribes. To effectuate the scheme, Tysers paid approximately $20.3 million in commissions to Intermediary Company. Tysers retained commissions of approximately $10.5 million.

21. The Company paid Intermediary Company at multiple Panamanian bank accounts held in the name of Intermediary Company. For example, on one reinsurance policy, the Company made five payments to Intermediary Company in a thirteen-month period totaling approximately $876,275 to four different Panamanian banks.

22. During the course of the scheme, Merlo and Ribas met in person in the Southern District of Florida to discuss bribe payments to Ribas on behalf of and for the benefit of Tysers,

H.W. Wood, and Intermediary Company.

23. During the course of the scheme, Merlo, including while in the Southern District of Florida, exchanged text messages with Foreign Official 2 and Foreign Official 3 regarding directing certain reinsurance business to Tysers and H.W. Wood, being on a team, taking care of the interests of the families of Foreign Official 2 and Foreign Official 3, and meeting in secret in the Southern District of Florida.

24. Maldonado and Tysers Employee 1 exchanged text messages during the course of the scheme, including a message referencing being on a "team," with Foreign Official 2, similar to the references made by Merlo in text messages he exchanged with Foreign Official 2 and Foreign Official 3.

25. Maldonado and Tysers Employee 1 also exchanged text messages regarding evading Company compliance requirements to pay for travel for Ecuadorian officials, "looking after" Ecuadorian officials, shielding information from Seguros Sucre auditors, and, at a time when the "political situation" was very difficult, using "all commissions" to "solve problems local" in Ecuador.

26. Maldonado and Tysers Employee 1 at times referred to Ribas, Merlo, and Foreign Official 1 by code names in their text messages.

27. During the course of the scheme, Tysers Employee 1 and Tysers Employee 2 met numerous times with Merlo, Maldonado, and Pintado in the Southern District of Florida and elsewhere.

A. Tysers-Intermediary Company Representative Agreement

28. On or about April 3, 2013, Tysers Employee 1 sent an email to Pintado, copying Tysers Employee 2, stating, "I am aware that government accounts are extremely political and we

would need the right contacts to win the account and it is not really driven by the cheapest price."

29. On or about September 18, 2013, Pintado sent an email to Tysers Employee 1 and Tysers Employee 2, stating that "We know that Seguros Sucre and Rocafuerte, thinks that [Intermediary Company]-[Tysers] are a good option, again. It is important to comment you that one of the instructions given by the President of Ecuador is that only, international reinsurance intermediaries or their representatives in Ecuador, can do the placement of the reinsurance of the public accounts in the international market." Pintado stated that for those reasons, it was "so important" to have an updated representative agreement and power of attorney.

30. On or about September 20, 2013, Pintado sent an email to Tysers Employee 1 and Tysers Employee 2, copying Maldonado, informing them of "many changes in the staff of directors and executives of Seguros Sucre and Rocafuerte; these changes have been authorized directly by the President of the Republic of Ecuador." Pintado's email further stated that Ribas being in control of both Seguros Sucre and Rocafuerte "creates for us a good opportunity to participate actively in the placement of reinsurance of public companies again." Pintado stated that this was because Intermediary Company had worked in the reinsurance brokerage business with Ribas before and because Ribas "maintains very good professional relationship and friendship with leading Directors and Partners of our Company."

31. At around the same time, in or around September 2013, Tysers—which was during the relevant time known as Integro—and Intermediary Company entered into a new Representative Agreement, pursuant to which Intermediary Company was to "at all times act in the best interests of Integro" and "comply with the directions of Integro in performing its obligations." In return, the Company made Intermediary Company its exclusive representative in Ecuador. The Representative Agreement and a related power of attorney granted by the Company to Pintado

permitted Intermediary Company to use the Company's name and logo ("Representative of Integro Insurance Brokers Ltd") on letterhead and business cards, which Intermediary Company did.

32. For example, on or about December 17, 2013, Maldonado sent an email to Foreign Official 2 and other Seguros Sucre and Rocafuerte officials with a signature block identifying himself and Intermediary Company as a "Representative of Integro Insurance Brokers Ltd."

B. Agreement to Increase Intermediary Company's Commission to Pay "Local People Involved . . . Politically" in Obtaining the Business

33. In or around December 2013, Intermediary Company orchestrated the award of a Rocafuerte policy with Tysers and H.W. Wood as co-brokers. Intermediary Company demanded a higher portion of the commission on this policy than originally proposed by H.W. Wood in order to pay local individuals. Intermediary Company stated that if those individuals—who Intermediary Company refused to explicitly identify in the email, but were key Ecuadorian officials—were not paid it could cost Tysers and H.W. Wood this business and future public reinsurance business in Ecuador. Tysers and H.W. Wood both agreed to pay Intermediary Company a higher portion of the commissions they received on this business.

34. Specifically, approximately one week after the public reinsurance business was awarded by Rocafuerte to Tysers and H.W. Wood, on or about January 7, 2014, Pintado sent an email to Tysers Employee 3, copying Maldonado, proposing a commission split on that business of 25 percent to "local contacts," which he described as "a commitment we must necessarily meet"; 33.33 percent to H.W. Wood; 20.83 percent to Tysers; and 20.83 percent to Intermediary Company.

35. On or about January 9, 2014, Tysers Employee 3 responded to the email referenced in Paragraph 34, stating, "Unfortunately I cannot agree to your proposal as we have placed the

business and produce documentation to that effect. . . . [W]e cannot accept 20.83% of the brokerage as we are the party doing all of the work."

36. On or about January 9, 2014, Maldonado forwarded Tysers Employee 3's email referenced in Paragraph 35 to Tysers Employee 1, copying Pintado, asking for Tysers Employee 1's "urgent help" in dealing with Tysers Employee 3. In this email, Maldonado wrote, "At this time you know very well the circumstances of these businesses and how we are getting." Maldonado's email further stated that if Tysers did not accept Intermediary Company's proposed allocation of commissions, including 25 percent to "local contacts" as had been made clear earlier in the same email chain, Tysers would be "removed."

37. On or about January 9, 2014, in a later email in the same chain referenced in Paragraphs 34 to 36, Tysers Employee 2 wrote to Tysers Employee 1 and Tysers Employee 3 that "if this is all connected," Tysers would need to agree to Intermediary Company's proposal.

38. On or about January 14, 2014, as the parties continued to discuss the commission split on this business, Maldonado sent an email to H.W. Wood Employee, copying Pintado, responding to H.W. Wood Employee's request "for a breakdown of where this commission is going." Maldonado stated in the email that of a proposed 43.34 commission percentage to be paid to Intermediary Company, 18.34 percent would be retained by Intermediary Company and for "[l]ocal people involved commercial and politically in obtaining and achievement of this business: 25%. More explicit I can't be."

39. On or about January 16, 2014, H.W. Wood Employee forwarded the email chain referenced in Paragraph 38 to Tysers Employee 3 to confirm Tysers' agreement with the commission split.

40. On or about January 16, 2014, Tysers Employee 3 forwarded the email chain referenced in Paragraph 39 to Tysers Employee 1 and Tysers Employee 2 and asked to discuss.

41. After conferring with Tysers Employee 3, on or about January 21, 2014, H.W. Wood emailed Maldonado and Pintado to agree to Intermediary Company's proposed commission split. The final agreed commission split included the 25 percent reserved for "[l]ocal people involved commercial and politically in obtaining and achievement of this business."

C. Tysers' Agreement to Pay 70 Percent Commission to Intermediary Company

42. On or about June 23, 2014, the Company and Intermediary Company entered into a "Business Agreement" that established a general commission split of 70 percent to Intermediary Company and 30 percent to the Company on certain reinsurance business with "the Ecuadorian State."

43. Tysers Employee 1 and Intermediary Company also sought to extend the 70/30 commission split to business in Ecuador on which Intermediary Company did not work. Specifically, in a July 25, 2014 email to Tysers Employee 1, Pintado requested commissions be paid to Intermediary Company on reinsurance placements that Intermediary Company was not involved in but that were instead "ask[ed] directly by [a Seguros Sucre official] to [another Company broker][1]." Although Intermediary Company was not involved in obtaining the business, Pintado stated that Intermediary Company needed to receive a portion "to fulfill our local obligations . . . ."

44. On or about July 29, 2014, Tysers Employee 1 responded to the email referenced

[1] This Company broker informed the Company's compliance function in or around May 2014 that he was obtaining business through an intermediary "because [the intermediary] is family with" the Seguros Sucre official. The Company's compliance function responded that the "family connection" was "an issue for us under our UK bribery and corruption laws." The Company nonetheless made payments to the intermediary and obtained business through that intermediary from that Seguros Sucre official.

in Paragraph 43 to confirm that Intermediary Company would receive 70 percent of the commission on such business, although the Company did not ultimately make such payments.

D. Agreement to Hide Intermediary Company's Role

45. Tysers Employee 1, Tysers Employee 2, and others at the Company knew no later than in or around August 2014 that Intermediary Company's role needed to remain hidden when dealing with Seguros Sucre, Rocafuerte, or the insured governmental entities. This restriction was due to fraud and anticorruption restrictions imposed in Ecuador. For example, on or about August 20, 2014, Tysers Employee 1 sent an email to another Company broker, copying Pintado and Tysers Employee 2, stating, "The president of Ecuador gave specific instructions to Juan Ribas about the flow of business and what the government wants is to deal directly with London. . . . [L]ocal intermediaries of any kind had been banned completely in Ecuador and is now against the rules to use any kind of intermediary for government business."

46. Shortly thereafter, on or about September 10, 2014, in an email chain forwarding and discussing communications with Seguros Sucre officials regarding Seguros Sucre reinsurance business, Tysers Employee 1 wrote to Maldonado, copying Pintado and Tysers Employee 2, "We will [] blind copy you the correspondence [with Seguros Sucre officials] so you know the situation as usual."

47. Tysers Employee 1 and Tysers Employee 2 also knew that Intermediary Company met with and communicated directly with officials at Seguros Sucre and Rocafuerte on the Company's behalf, including through the use of an email address purportedly associated with the Company, but which was not actually a Company email domain.

48. In one instance, on or about October 6, 2015, Tysers Employee 2 unintentionally copied Foreign Official 1 on an email to Maldonado, Pintado, Tysers Employee 1, and another Company employee regarding Seguros Sucre business. The email described a conversation Tysers Employee 2 had with Foreign Official 1, and requested Maldonado speak to Seguros Sucre about the issue discussed in the email.

49. The same day, on or about October 6, 2015, Foreign Official 1 responded to the email referenced in Paragraph 48 from Tysers Employee 2, copying Tysers Employee 1, and the other Company employee (but removing Maldonado and Pintado). Foreign Official 1 expressed surprise and stated, "we don't understand why you are disclosing this matter with parties that, as you clearly understand and recognize, have no intervention with our operation."

50. On or about October 7, 2015, Tysers Employee 2 responded to the email referenced in Paragraph 49, apologizing to Foreign Official 1 and stating that the Company was "trying to use all of our contacts in the region to shed light" on a "difficult account."

E. Intermediary Company Paid Bribes to Seguros Sucre and Rocafuerte Officials on Behalf of Tysers, H.W. Wood, and Intermediary Company

51. Days before the email referenced in Paragraph 50, on or about September 25, 2015, Intermediary Company, through an Intermediary Company bank account in Panama controlled by Pintado, paid a bribe of approximately $99,916 through a United States correspondent bank to a Swiss bank account held for the benefit of Foreign Official 1.

52. Also, on or about September 25, 2015, Pintado paid a bribe of approximately $30,000 to a bank account in the Southern District of Florida held in the name of Foreign Official 3.

53. Days later, on or about September 29, 2015, Martinez, a financial advisor for Ribas, sent an email to Merlo with bank account information for a nominee Swiss bank account held for Ribas's benefit. Martinez had also established the nominee Swiss bank account for Foreign Official 1 referenced in Paragraph 51, to which Intermediary Company made bribe payments during the course of this scheme.

54. On or about October 2, 2015, Merlo, while in the Southern District of Florida, emailed Martinez a model contract to be used to provide a justification for bribe payments funded by Tysers and H.W. Wood. The model contract described purported investments to be made in Ribas's company by Intermediary Company. Merlo advised that Martinez could make any modifications he thought appropriate.

55. On or about October 22, 2015, Martinez emailed Merlo, in the Southern District of Florida, an executed copy of the contract between Intermediary Company and Ribas's company.

56. On or about November 6, 2015, Pintado paid a bribe of approximately $175,753 from an account held in the name of Intermediary Company in Panama through a correspondent bank in the United States to the Swiss bank account held for Ribas's benefit.

57. On or about December 1, 2015, Pintado paid a bribe of approximately $76,000 from an account held in the name of Intermediary Company in Panama through a correspondent bank in the United States to the Swiss bank account held for Ribas's benefit.

58. On or about January 4, 2016, Pintado paid a bribe of approximately $54,000 from an account held in the name of Intermediary Company in Panama through a correspondent bank

in the United States to the Swiss bank account held for Ribas's benefit.

59. On or about October 6, 2016, Pintado paid a bribe of approximately $20,000 from an account held in the name of Intermediary Company in Panama to an account held in the name of Foreign Official 3.

60. On or about April 7, 2017, Pintado paid a bribe of approximately $10,000 from an account he controlled in Panama to an account held in the name of Foreign Official 2.

61. On or about October 25, 2017, Foreign Official 3, while in the Southern District of Florida with another Seguros Sucre official, requested in a text message to Merlo to meet where they would not be seen by others.

62. Moments later, on or about October 25, 2017, Merlo responded in a text message that his home was (translated from Spanish) "super private" and that "we meet in my house and no one sees us." Foreign Official 3 responded with a text message that stated (translated from Spanish), "perfect."

63. On or about October 25, 2017, Merlo and Foreign Official 3 met at Merlo's home in the Southern District of Florida in furtherance of the scheme.

64. On or about November 30, 2017, Maldonado and Tysers Employee 1 exchanged text messages regarding Tysers Employee 1 spending the evening with Foreign Official 2 and Foreign Official 3 in London. Specifically, in response to a text message from Tysers Employee 1 containing a picture of Foreign Official 2, Maldonado responded, "Good men [*sic*] [first name of Foreign Official 2]." Tysers Employee 1 responded, "Yes very good and part of the team."

65. In total, Intermediary Company paid Ribas approximately $2,232,005 in bribe payments in connection with awarding reinsurance business to the Company and to H.W. Wood.

66. Intermediary Company paid Foreign Official 1 at least approximately $289,778 in bribes in connection with the Tysers and H.W. Wood scheme.

67. Intermediary Company paid Foreign Official 2 at least approximately $150,000 in bribes to a bank account in the Southern District of Florida held in Foreign Official 2's name in connection with the Tysers and H.W. Wood scheme.

68. Intermediary Company paid Foreign Official 3 at least approximately $125,000 in bribes to a bank account in the Southern District of Florida held in Foreign Official 3's name in connection with the Tysers and H.W. Wood scheme.

CERTIFICATE OF CORPORATE RESOLUTIONS
FOR TYSERS INSURANCE BROKERS LIMITED

WHEREAS, Tysers Insurance Brokers Limited (the "Company") has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section") regarding issues arising in relation to certain improper payments to foreign officials to facilitate the award of reinsurance business 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

WHEREAS, the Company's Head of Legal, Rene Dubois, 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 Fraud Section;

Therefore, the Board of Directors has RESOLVED that:

The Company (a) acknowledges the filing of the one-count Information charging the Company with an offense against the United States, in violation of Title 18, United States Code, Section 371, that is, 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 charges and enters into a deferred prosecution agreement with the Fraud Section; (c) agrees to accept a monetary penalty against the Company totaling $36,000,000, and to pay such penalty to the United States Treasury with respect to the conduct described in the Information; and (d) agrees to pay $10,589,275 in forfeiture as instructed by the Fraud Section with respect to the conduct described in the Information;

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); and (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 Southern District of Florida; 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 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;

The Interim Chief Executive Officer and Director of the Company, Mike Emmett, of the Company, 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 Interim Chief Executive Officer and Director of the Company, Mike Emmett, may approve;

The Interim Chief Executive Officer and Director of the Company, Mike Emmett, 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

The Chief Legal Officer of AUB Group, Richard Bell is hereby authorized, empowered and directed to represent the Company in all appearances as are necessary or desirable to satisfy the Court or the Fraud Section as to the Company's binding commitment pursuant to these resolutions.

All of the actions of the Interim Chief Executive Officer and Director of the Company, Mike Emmett, and the Chief Legal Officer of AUB Group, Richard Bell, 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: 25th October 2023

By: _____

Catherine Sharich

Corporate Secretary
Tysers Insurance Brokers Limited

CERTIFICATE OF CORPORATE RESOLUTIONS
FOR AUB GROUP LIMITED

WHEREAS, AUB Group Limited ("AUB") has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section") regarding issues arising in relation to certain improper payments to foreign officials to facilitate the award of reinsurance business and assist in obtaining business for Tysers Insurance Brokers Limited (the "Company"); and

WHEREAS, in order to resolve such discussions, it is proposed that the AUB (on behalf of itself and its subsidiaries and affiliates) agrees to certain terms and obligations of a deferred prosecution agreement between the Company and the Fraud Section; and

WHEREAS, AUB's Chief Legal & Risk Officer, Richard Bell, together with outside counsel for AUB, have advised the Board of Directors of AUB of its rights, possible defenses, the Sentencing Guidelines' provisions, and the consequences of agreeing to such terms and obligations of the Agreement between the Company and the Fraud Section;

Therefore, the Board of Directors has RESOLVED that:

1. AUB (a) acknowledges the filing of the one-count Information charging the Company with an offense against the United States, in violation of Title 18, United States Code, Section 371, that is, 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 between the Company and the Fraud Section; (c) agrees to accept a monetary penalty against the Company totaling $36,000,000, and to pay such penalty to the United States Treasury with respect to the conduct described in the Information if the Company does not pay such monetary penalty within the time period specified in the Agreement; and (d)

agrees that the Company must pay $10,589,275 in forfeiture with respect to the conduct described in the Information and agrees to pay such forfeiture as instructed by the Fraud Section if the Company does not pay such forfeiture within the time period specified in the Agreement;

2. AUB accepts the terms and conditions of this Agreement, including, but not limited to, (a) a knowing waiver of the Company'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); and (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 against the Company, as provided under the terms of this Agreement, in the United States District Court for the Southern District of Florida; 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 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. The CEO and Managing Director of AUB, Mike Emmett, is hereby authorized, empowered and directed, on behalf of AUB and its subsidiaries and affiliates, to agree to certain terms and obligations of the Agreement substantially in such form as reviewed by this Board of Directors at this meeting with such changes as the CEO and Managing Director of AUB, Mike Emmett, may approve;

4. The CEO and Managing Director of AUB, Mike Emmett, 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 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 the CEO and Managing Director of AUB, Mike Emmett, 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 AUB.

Date: 11.1

By: Richard Bell

Richard Bell
Group Company Secretary
AUB Group Limited

ATTACHMENT C

CORPORATE COMPLIANCE PROGRAM

In order to address any deficiencies in its internal controls, compliance code, 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 (collectively, the "anti-corruption laws"), Tysers Insurance Brokers Limited and its parent company, AUB Group Ltd (the "Companies") agree to continue to conduct, in a manner consistent with all of its obligations under this Agreement, appropriate reviews of its existing internal controls, policies, and procedures.

Where necessary and appropriate, the Companies agree to modify their 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 code, 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 compliance with their corporate policy

against violations of the anti-corruption laws, compliance policies, and Code of Conduct, and demonstrate rigorous support for compliance principles via their actions and words.

2. The Companies will ensure that mid-level management throughout their organization reinforce leadership's commitment to compliance policies and principles 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.

Periodic Risk Assessment and Review

4. The Companies will implement a risk management process to identify, analyze, and address the individual circumstances of the Companies, and in particular foreign bribery risks facing the Companies.

5. On the basis of their periodic risk assessment, the Companies shall take appropriate steps to design, implement, or modify each element of their compliance program to reduce the risk of violations of the anti-corruption laws, their compliance policies, and their Code of Conduct.

Policies and Procedures

6. The Companies will develop and promulgate a clearly articulated and visible corporate policy against violations of the FPCA and other applicable anti-corruption laws (collectively, the "anti-corruption laws"), which shall be memorialized in a written compliance policy or policies.

7. 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 policies and Code of Conduct, 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 all 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.

8. 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 should 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.

9. The Companies shall review their anti-corruption compliance policies and procedures as necessary to address changing and emerging risks and update them as appropriate to ensure their continued effectiveness, taking into account relevant developments in the field and evolving international and industry standards.

Independent, Autonomous, and Empowered Oversight

10. 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 policies and procedures. Such corporate official(s) shall have the authority to report directly to independent monitoring bodies, including internal audit, the Companies' Board of Directors, or any appropriate committee of the Companies' Board of Directors, and shall have an adequate level of autonomy from management as well as sufficient resources, authority, and support from senior leadership to maintain such autonomy.

Training and Guidance

11. The Companies will implement mechanisms designed to ensure that their Code of Conduct and anti-corruption compliance 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) metrics for measuring knowledge retention and effectiveness of the training. 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.

12. 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 policies and procedures, including when they need advice on an urgent basis or in any foreign jurisdiction in which the Companies operate.

Confidential Reporting Structure and Investigation of Misconduct

13. 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' Code of Conduct or anti-corruption compliance policies and procedures.

14. 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 policies and procedures.

Compensation Structures and Consequence Management

15. The Companies will implement clear mechanisms to incentivize behavior amongst all directors, officers, employees, and, where necessary and appropriate, parties acting on behalf of the Companies that comply with its corporate policy against violations of the anti-corruption laws, its compliance policies, and its Code of Conduct. These incentives shall include, but shall not be limited to, the implementation of criteria related to compliance in the Companies' compensation and bonus system subject to local labor laws.

16. The Companies will institute appropriate disciplinary procedures to address, among other things, violations of the anti-corruption laws and the Companies' Code of Conduct and anti-corruption compliance policies and procedures by the Companies' directors, officers, and employees. Such procedures should be applied consistently and fairly, 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, Code of Conduct, and compliance policies and procedures and making modifications necessary to ensure the overall anti-corruption compliance program is effective.

Third-Party Management

17. 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' Code of Conduct and anti-corruption compliance policies and procedures; and

c. seeking a reciprocal commitment from agents and business partners.

18. 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 and risk management of third-party relationships through updated due diligence, training, audits, and/or annual compliance certifications by the third party.

19. 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 and records of the agent or business partner to ensure compliance with the foregoing; and (c) rights to terminate

an agent or business partner as a result of any breach of the anti-corruption laws, the Companies' Code of Conduct or compliance policies, or procedures, or the representations and undertakings related to such matters.

Mergers and Acquisitions

20. 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.

21. The Companies will ensure that the Companies' Code of Conduct and compliance 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 Paragraph 6-7 above on the anti-corruption laws and the Companies' compliance policies and procedures regarding anti-corruption laws;

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

c. where warranted, establish a plan to integrate the acquired businesses or entities into the Companies' enterprise resource planning systems as quickly as practicable.

Monitoring and Testing

22. The Companies will conduct periodic reviews and testing of all elements of their compliance program to evaluate and improve their effectiveness in preventing and detecting

violations of anti-corruption laws and the Companies' Code of Conduct and anti-corruption compliance policies and procedures, taking into account relevant developments in the field and evolving international and industry standards.

23. 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.

Analysis and Remediation of Misconduct

24. The Companies will conduct a root cause analysis of misconduct, including prior misconduct, to identify any systemic issues and/or any control failures. The Companies will timely and appropriately remediate the root causes of misconduct. The Companies will ensure that root causes, including systemic issues and controls failures, and relevant remediation are shared with management as appropriate.

ATTACHMENT D

COMPLIANCE REPORTING REQUIREMENTS

Tysers Insurance Brokers Limited and its parent company, AUB Group Ltd (the "Companies") agree that they will report to the United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section") periodically. During the Term, the Companies shall review, test, and update their compliance program and internal controls, policies, and procedures described in Attachment C. The Companies shall be required to: (i) conduct an initial ("first") review and submit a first report and (ii) conduct and prepare at least two follow-up reviews and reports, as described below. Prior to conducting each review, the Companies shall be required to prepare and submit a workplan for the review.

In conducting the reviews, the Companies shall undertake the following activities, among others: (a) inspection of relevant documents, including the Companies' current policies, procedures, and training materials concerning compliance with the FCPA and other applicable anti-corruption laws; (b) inspection and testing of the Companies' systems procedures, and internal controls, including record-keeping and internal audit procedures at sample sites; (c) meetings with, and interviews of, relevant current and, where appropriate, former directors, officers, employees, business partners, agents, and other persons; and (d) analyses, studies, and comprehensive testing of the Companies' compliance program.

Written Work Plans, Reviews and Reports

a. The Companies shall conduct a first review and prepare a first report, followed by at least two follow-up reviews and reports.

b. Within sixty (60) calendar days of the date this Agreement is executed, the Companies shall, after consultation with the Fraud Section, prepare and submit a written work plan

to address the Companies' first review. The Fraud Section shall have thirty (30) calendar days after receipt of the written work plan to provide comments.

c. With respect to each follow-up review and report, after consultation with the Fraud Section, the Companies shall prepare a written work plan within forty-five (45) calendar days of the submission of the prior report, and the Fraud Section shall provide comments within thirty (30) calendar days after receipt of the written work plan.

d. All written work plans shall identify with reasonable specificity the activities the Companies plan to undertake to review and test each element of their compliance program, as described in Attachment C.

e. Any disputes between the Companies and the Fraud Section with respect to any written work plan shall be decided by the Fraud Section in its sole discretion.

f. No later than one year from the date this Agreement is executed, the Companies shall submit to the Fraud Section a written report setting forth: (1) a complete description of their remediation efforts to date; (2) a complete description of the testing conducted to evaluate the effectiveness of the compliance program and the results of that testing; and (3) their proposals to ensure that its compliance program is reasonably designed, implemented, and enforced so that the program is effective in deterring and detecting violations of the FCPA and other applicable anti-corruption laws. The report shall be transmitted to:

Deputy Chief – FCPA Unit
Deputy Chief - CECP Unit
Criminal Division, Fraud Section
U.S. Department of Justice
1400 New York Avenue, NW
Bond Building, Eleventh Floor
Washington, DC 20005

The Companies may extend the time period for issuance of the first report with prior written approval of the Fraud Section.

Follow-up Reviews and Reports

g. The Companies shall undertake at least two follow-up reviews and reports, incorporating the views of the Fraud Section on the Companies' prior reviews and reports, to further monitor and assess whether the Companies' compliance program is reasonably designed, implemented, and enforced so that it is effective at deterring and detecting violations of the FCPA and other applicable anti-corruption laws.

h. The first follow-up ("second") review and report shall be completed by no later than one year after the first report is submitted to the Fraud Section.

i. The second follow-up ("third") report shall be completed and delivered to the Fraud Section no later than thirty (30) days before the end of the Term.

j. The Companies may extend the time period for submission of any of the follow-up reports with prior written approval of the Fraud Section.

Confidentiality of Submissions

g. Submissions by the Companies, including the work plans and reports will likely include proprietary, financial, confidential, and competitive business information. Moreover, public disclosure of the submissions could discourage cooperation, impede pending or potential government investigations and thus undermine the objectives of the reporting requirement. For these reasons, among others, the submissions 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 the Fraud Section determines in its sole discretion that disclosure

would be in furtherance of the Fraud Section's discharge of its duties and responsibilities or is otherwise required by law.

ATTACHMENT E

CERTIFICATION

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

Re: Deferred Prosecution Agreement Disclosure Certification

The undersigned certify, pursuant to Paragraph 6 of the deferred prosecution agreement ("the Agreement") filed on _____ in the United States District Court for the Southern District of Florida, by and between the United States of America and Tysers Insurance Brokers Limited (the "Company"), that undersigned are aware of the Company's disclosure obligations under Paragraph 6 of the Agreement, and that the Company has disclosed to the United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section") any and all evidence or allegations of conduct required pursuant to Paragraph 6 of the Agreement, which includes evidence or allegations of any violation of the FCPA anti-bribery provisions had the conduct occurred within the jurisdiction of the United States committed by the Company's employees or agents ("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 requirements contained in Paragraph 6 and the representations contained in this certification constitute a significant and important component of the Agreement and of the Fraud Section's determination whether the Company has satisfied its obligations under the Agreement.

The undersigned hereby certify that they are the Chief Executive Officer and the Chief Financial Officer of the Company, respectively, 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 Southern District of Florida. 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 Southern District of Florida.

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Executive Officer
Tysers Insurance Brokers Limited

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Financial Officer
Tysers Insurance Brokers Limited

ATTACHMENT F

COMPLIANCE CERTIFICATION

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

Re: Deferred Prosecution Agreement Disclosure Certification

The undersigned certify, pursuant to Paragraph 14 of the Deferred Prosecution Agreement filed on _____, in the United States District Court for the Southern District of Florida, by and between the United States of America and Tysers Insurance Brokers Limited (the "Company") (the "Agreement"), that the undersigned are aware of the compliance obligations of the Company and AUB Group Limited ("AUB") (together, the "Companies") under Paragraphs 12 and 13 of the Agreement, and that, based on a review of the Companies' reports submitted to the Department of Justice, Criminal Division, Fraud Section pursuant to Paragraph 14 of the Agreement, the reports are true, accurate, and complete.

In addition, the undersigned certify that, based on the undersigned's review and understanding of the Companies' anti-corruption compliance program, the Companies have implemented an anti-corruption compliance program that meets the requirements set forth in Attachment C to the Agreement. The undersigned certifies that such compliance programs are reasonably designed to detect and prevent violations of the anti-corruption laws throughout the Companies' operations.

The undersigned hereby certify that they are respectively the Chief Executive Officer ("CEO") of AUB and the Chief Compliance Officer ("CCO") of AUB and that each has been duly authorized by AUB and the Company to sign this Certification on behalf of AUB and the

Company.

This Certification shall constitute a material statement and representation by the undersigned and by, on behalf of, and for the benefit of, AUB and 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 Southern District of Florida. 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 Southern District of Florida.

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Executive Officer
AUB Group Limited

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Compliance Officer
AUB Group Limited