UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA	:	Crim. No. 3-23-CR-224-KAD
v.	:	
FREEPOINT COMMODITIES LLC	:	

DEFERRED PROSECUTION AGREEMENT

Defendant FREEPOINT COMMODITIES LLC (the "Company"), pursuant to authority granted by the Company's Board of Managers reflected in Attachment B, the United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section"), and the United States Attorney's Office for the District of Connecticut (the "Office") (collectively, the "Fraud Section and the Office") enter into this deferred prosecution agreement (the "Agreement"). The terms and conditions of this Agreement are as follows:

Criminal Information and Acceptance of Responsibility

1. The Company acknowledges and agrees that the Fraud Section and the Office will file the attached one-count criminal Information in the United States District Court for the District of Connecticut 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-2. 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 District of Connecticut; 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 and the Office agree 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 agrees that, effective as of the date the Company signs this Agreement, in any prosecution that is deferred by this Agreement, it 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 agrees 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 agrees, however, that, in the event the Fraud Section and the Office determine, in their sole discretion, that the Company has knowingly violated any provision of this Agreement or has failed to completely perform or fulfill each of the Company's obligations under this Agreement, an extension or extensions of the Term may be imposed by the Fraud Section and the Office, in their sole discretion, for up to a total additional time period of one year, without prejudice to the Fraud Section's and the Office'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 and the Office find, in their 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 and the Office enter into this Agreement based on the individual facts and circumstances presented by this case and the Company, including:

a. the nature and seriousness of the offense conduct, as described in the Statement of Facts, including the payment of over $3.9 million in commissions to a third-party intermediary, knowing that a portion of those commissions would be used to pay bribes to Brazilian government officials, in exchange for the Company obtaining and retaining business

with Petróleo Brasileiro S.A. – Petrobras, Brazil's state-owned and state-controlled oil and gas company, resulting in profits of approximately $30,551,150 to the Company;

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 and the Office the conduct described in the Statement of Facts;

c. the Company received credit for its cooperation with the Fraud Section and the Office's investigation pursuant to U.S.S.G. § 8C2.5(g)(2) because it cooperated with their investigation and demonstrated recognition and affirmative acceptance of responsibility for its criminal conduct; the Company also received credit for its cooperation pursuant to the Criminal Division's Corporate Enforcement and Voluntary Self-Disclosure Policy. Such cooperation included, among other things: (i) promptly and thoroughly responding to requests by the Fraud Section and the Office by producing and summarizing relevant documents and other information; (ii) engaging in significant efforts to aggregate and analyze complex financial information and trade data for more than 4,000 transactions; and (iii) making Company officers and employees available for interviews, and arranging separate counsel where appropriate. However, in the initial phases, the Company's cooperation was limited in degree and impact, and largely reactive;

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

e. the Company also received credit pursuant to the Criminal Division Corporate Enforcement and Voluntary Self-Disclosure Policy because it engaged in remedial measures, including: (i) conducting an analysis of the causes of the underlying conduct and undertaking appropriate remediation to address those root causes and taking additional steps to improve its compliance program, including by retaining an advisory firm to evaluate its third-party compliance program; (ii) overhauling its third-party compliance and risk management program, including through the implementation of enhanced risk-based due diligence, screening, ongoing monitoring and oversight procedures, and the implementation of FCPA training for third-party agents; (iii) reducing the use of third-party intermediaries; (iv) implementing a global agent onboarding and tracking procedure; (v) strengthening its corporate governance and risk management structures, including through the utilization of data and metrics to evaluate risk, enhancing the independence and stature of its compliance function, and hiring additional, experienced compliance personnel; (vi) updating the Company's global anti-bribery and corruption policy to include FCPA red flags; (vii) implementing a process for reporting and investigating allegations of misconduct; and (viii) conducting testing of its third-party compliance program.

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

g. the Company has no prior criminal history;

h. the Company's agreement to resolve concurrently a separate investigation by the Commodity Futures Trading Commission ("CFTC") relating to the conduct described in

the Statement of Facts and its agreement to pay $7,637,788 in disgorgement; and its anticipated resolution with authorities in Brazil relating to the conduct described in the Statement of Facts, which resolutions the Fraud Section and the Office have agreed to credit in connection with the criminal penalty and forfeiture specified in this Agreement, pursuant to Justice Manual 1-12.100;

i. the Company has agreed to continue to cooperate with the Fraud Section and the Office in any ongoing investigation as described in Paragraph 5 below; and

j. accordingly, after considering (a) through (i) above, the Fraud Section and the Office have determined that the appropriate resolution in this case is a deferred prosecution agreement and a criminal penalty of $68,000,000, which reflects a discount of 15 percent off the bottom of the otherwise-applicable U.S. Sentencing Guidelines fine range, and forfeiture of $30,551,150.

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 and the Office as set forth in Attachment D to this Agreement (Enhanced Compliance Reporting Requirements), the Fraud Section and the Office determined that an independent compliance monitor was unnecessary.

Ongoing Cooperation and Disclosure Requirements

5. The Company shall cooperate fully with the Fraud Section and the Office 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 and the Office 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. At the request of the Fraud Section and the Office, the Company 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, its parent company or its affiliates, or any of its 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 and the Office. The Company'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 must provide to the Fraud Section and the Office a log of any information or cooperation that is not provided based on an assertion of law, regulation, or privilege, and the Company bears the burden of establishing the validity of any such an assertion. The Company agrees that its cooperation pursuant to this paragraph shall include, but not be limited to, the following:

a. The Company represents that it has timely and truthfully disclosed all factual information with respect to its 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 and the Office at any time about which the Company has any knowledge. The Company further agrees that it shall promptly and truthfully disclose all factual information with respect to its activities, those of its subsidiaries and affiliates, and those of its present and former directors, officers, employees, agents, and consultants about which the Company shall gain any knowledge or about which the Fraud Section and the Office may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of the Company to provide to the Fraud Section and the Office, upon request, any document, record, or other tangible evidence about which the Fraud Section and the Office may inquire of the

Company including evidence that is responsive to any requests made prior to the execution of this Agreement.

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

c. The Company shall use its best efforts to make available for interviews or testimony, as requested by the Fraud Section and the Office, present or former officers, directors, employees, agents, and consultants of the Company. 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, 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 and the Office pursuant to this Agreement, the Company consents to any and all disclosures, subject to applicable laws and regulations, to other governmental authorities, including United States authorities and those of a foreign government, as well as the MDBs, of such materials as the Fraud Section and the Office, 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 and the Office.

Payment of Monetary Penalty

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

a. The November 1, 2023 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)	Multiple Bribes	+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 5, calculated as follows:

§ 8C2.5(a)	Base Culpability Score	5
§ 8C2.5(b)(4)	The organization had 50 or more employees and an individual within substantial authority personnel of the organization participated in, condoned, or was willfully ignorant of the offense	+2
§ 8C2.5(g)(2)	Cooperation, Acceptance	- 2
	TOTAL	**5**

Calculation of Fine Range:	
Base Fine	$80,000,000
Multipliers	1.0 (min) / 2.0 (max)
Fine Range	$80,000,000 / $160,000,000

8. The Fraud Section and the Office and the Company agree, based on the application of the Sentencing Guidelines, that the appropriate criminal penalty is $68,000,000 (the "Criminal Penalty"). This reflects a 15 percent discount off the bottom of the Sentencing Guidelines fine range.

9. The Company and the Fraud Section and the Office agrees that the Company will pay a monetary penalty in the amount of $45,560,000, equal to two-thirds of the Criminal Penalty, to the United States Treasury no later than ten business days after the Agreement is fully executed. The Fraud Section and the Office agree to credit toward the Criminal Penalty the amount paid by the Company to authorities in Brazil for violations of Brazilian law related to the same conduct described in the Statement of Facts, up to a maximum of $22,440,000 (the "Penalty Credit Amount"), within one year of the execution of this Agreement. Should any amount of the Penalty Credit Amount not be paid within twelve months of the execution of this Agreement, or be returned to the Company or any affiliated entity for any reason, the remaining balance of the Penalty Credit Amount will be paid to the United States Treasury within twelve months of the execution of this Agreement. The Company and the Fraud Section and the Office 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 Penalty is final and shall not be refunded. Furthermore, nothing in this Agreement shall be deemed an agreement by the Fraud

Section and the Office that the Criminal Penalty is the maximum penalty that may be imposed in any future prosecution, and the Fraud Section and the Office are not precluded from arguing in any future prosecution that the Court should impose a higher Criminal Penalty, although the Fraud Section and the Office agree that under those circumstances, it will recommend to the Court that any amount paid under this Agreement should be offset against any penalty or fine the Court imposes as part of a future judgment. The Company acknowledges that no tax deduction may be sought in connection with the payment of any part of the Criminal Penalty. The Company shall not seek or accept directly or indirectly reimbursement or indemnification from any source with regard to the Criminal Penalty or forfeiture 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

10. As a result of the Company's conduct, including the conduct set forth in the attached Statement of Facts, the parties agree that the Fraud Section and the Office 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, Section 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 $30,551,150, 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 and the Office'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 and the Office seek 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.

11. The Fraud Section and the Office agree that anticipated payments by the Company in connection with any concurrent resolution with the CFTC shall be credited against the Forfeiture Amount in the amount of $7,637,788 (the "Forfeiture Credit Amount"). Should any amount of the Forfeiture Credit Amount not be paid to the CFTC in connection with the Company's resolution with the CFTC, the Company agrees that it shall make a payment of any remaining unpaid portion of the Forfeiture Credit Amount by wire transfer pursuant to instructions provided by the Fraud Section and the Office no later than 10 days after one year from the date of the Agreement.

12. Any portion of the Forfeiture Amount that is paid is final and shall not be refunded should the Fraud Section and the Office later determine that the Company has breached this Agreement and commence a prosecution against the Company. In the event of a breach of this Agreement and subsequent prosecution, the Fraud Section and the Office are not limited to the Forfeiture Amount. The Fraud Section and the Office agree that in the event of a subsequent breach and prosecution, they 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

13. Subject to Paragraphs 18 to 22, the Fraud Section and the Office agree, except as provided in this Agreement, that they will not bring any criminal or civil case against the Company 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 and the Office, however, may use any information related to the conduct described in the attached Statement of Facts against the Company: (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.

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

Corporate Compliance Program

14. The Company represents that it has implemented and will continue to implement a compliance and ethics program designed to prevent and detect violations of the FCPA and other applicable anti-corruption laws throughout its operations, including those of its affiliates, agents, and joint ventures, and those of its contractors and subcontractors whose responsibilities include

interacting with foreign officials or other activities carrying a high risk of corruption, including, but not limited to, the minimum elements set forth in Attachment C.

15. In order to address any deficiencies in its internal accounting controls, policies, and procedures, the Company represents that it has undertaken, and will continue to undertake in the future, in a manner consistent with all of its obligations under this Agreement, a review of its existing internal accounting controls, policies, and procedures regarding compliance with the FCPA and other applicable anti-corruption laws. Where necessary and appropriate, the Company agrees to adopt a new compliance program, or to modify its existing one, including internal controls, compliance policies, and procedures in order to ensure that it 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 the FCPA and other applicable anti-corruption laws. The 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

16. The Company agrees that it will report to the Fraud Section and the Office annually during the Term regarding remediation and implementation of the compliance measures described in Attachment C. These reports will be prepared in accordance with Attachment D.

17. Thirty days prior to the expiration of the Term, the Company, by the Chief Executive Officer and Chief Compliance Officer, will certify to the Fraud Section and the Office, in the form of executing the document attached as Attachment F to this Agreement, that the Company has met its compliance obligations pursuant to this Agreement. Each certification will

be deemed a material statement and representation by the Company 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

18. In consideration of the undertakings agreed to by the Company herein, the Fraud Section and the Office agree 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.

19. The Fraud Section and the Office further agree that if the Company fully complies with all of its obligations under this Agreement, the Fraud Section and the Office 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 and the Office shall seek dismissal with prejudice of the criminal Information filed against the Company described in Paragraph 1 and agree 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 and the Office determine during this six-month period that the Company breached the Agreement during the Term, as described in Paragraph 20, the Fraud Section's and the Office's ability to extend the Term, as described in Paragraph 3, or to pursue other remedies, including those described in Paragraphs 20 to 24, remains in full effect.

Breach of the Agreement

20. If, during the Term, the Company (a) commits any felony under U.S. federal law; (b) provides in connection with this Agreement deliberately false, incomplete, or misleading information, including in connection with its disclosure of information about individual culpability; (c) fails to cooperate as set forth in Paragraphs 5 and 6 of this Agreement; (d) fails to implement a compliance program and report to the Department as set forth in Paragraphs 14 through 17 of this Agreement and Attachment C and D; (e) commits any acts that, had they occurred within the jurisdictional reach of the FCPA, would be a violation of the FCPA; or (f) otherwise fails to completely perform or fulfill each of the Company's obligations under the Agreement, regardless of whether the Fraud Section and the Office become aware of such a breach after the Term is complete, the Company shall thereafter be subject to prosecution for any federal criminal violation of which the Fraud Section and the Office have knowledge, including, but not limited to, the charges in the Information described in Paragraph 1, which may be pursued by the Fraud Section and the Office in the U.S. District Court for the District of Connecticut or any other appropriate venue. Determination of whether the Company has breached the Agreement and whether to pursue prosecution of the Company shall be in the Fraud Section's and the Office's sole discretion. Any such prosecution may be premised on information provided by the Company or its personnel. Any such prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Fraud Section and the Office prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against the Company, 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 agrees 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 agrees 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 and the Office are 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.

21. In the event the Fraud Section and the Office determine that the Company has breached this Agreement, the Fraud Section and the Office agree to provide the Company 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 shall have the opportunity to respond to the Fraud Section and the Office in writing to explain the nature and circumstances of such breach, as well as the actions the Company has taken to address and remediate the situation, which explanation the Fraud Section and the Office shall consider in determining whether to pursue prosecution of the Company.

22. In the event that the Fraud Section and the Office determine that the Company has breached this Agreement: (a) all statements made by or on behalf of the Company to the Fraud Section and the Office or to the Court, including the attached Statement of Facts, and any testimony given by the Company 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 and the Office against the Company; and (b) the Company 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 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, will be imputed to the Company for the purpose of determining whether the Company has violated any provision of this Agreement shall be in the sole discretion of the Fraud Section and the Office.

23. The Company acknowledges that the Fraud Section and the Office have made no representations, assurances, or promises concerning what sentence may be imposed by the Court if the Company breaches this Agreement and this matter proceeds to judgment. The Company further acknowledges that any such sentence is solely within the discretion of the Court and that nothing in this Agreement binds or restricts the Court in the exercise of such discretion.

24. 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 Operating Officer of the Company, will certify to the Fraud Section and the Office 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 by the Company 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

25. Except as may otherwise be agreed by the parties in connection with a particular transaction, the Company agrees that in the event that, during the Term, it undertakes any change

in corporate form, including if it sells, merges, or transfers business operations that are material to the Company's consolidated operations, or to the operations of any subsidiaries or affiliates 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 and the Office's ability to determine a breach under this Agreement is applicable in full force to that entity. The Company agrees that the failure to include these provisions in the transaction will make any such transaction null and void. The Company shall provide notice to the Fraud Section and the Office at least thirty (30) days prior to undertaking any such sale, merger, transfer, or other change in corporate form. The Fraud Section and the Office shall notify the Company prior to such transaction (or series of transactions) if they determine 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 engages in a transaction (or series of transactions) that has the effect of circumventing or frustrating the enforcement purposes of this Agreement, the Fraud Section and the Office may deem it a breach of this Agreement pursuant to Paragraphs 20-24 of this Agreement. Nothing herein shall restrict the Company 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 and the Office.

Public Statements

26. The Company expressly agrees that it shall not, through present or future attorneys, officers, directors, employees, agents, or any other person authorized to speak for the Company 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 described below, constitute a breach of this Agreement, and the Company thereafter shall be subject to prosecution as set forth in Paragraphs 20 to 24 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 for the purpose of determining whether it has breached this Agreement shall be at the sole discretion of the Fraud Section and the Office. If the Fraud Section and the Office determine 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 and the Office shall so notify the Company, and the Company may avoid a breach of this Agreement by publicly repudiating such statement(s) within five business days after notification. The Company 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 in the course of any criminal, regulatory, or civil case initiated against such individual, unless such individual is speaking on behalf of the Company.

27. The Company agrees that if it, or any of its direct or indirect subsidiaries or affiliates issues a press release or holds any press conference in connection with this Agreement,

the Company shall first consult with the Fraud Section and the Office 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 Office and the Company; and (b) whether the Fraud Section and the Office have any objection to the release.

28. The Fraud Section and the Office agree, 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 cooperation and remediation. By agreeing to provide this information to such authorities, the Fraud Section and the Office are not agreeing to advocate on behalf of the Company, but rather is agreeing to provide facts to be evaluated independently by such authorities.

Limitations on Binding Effect of Agreement

29. This Agreement is binding on the Company and the Fraud Section and the Office 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 and the Office will bring the cooperation of the Company and its compliance with its other obligations under this Agreement to the attention of such agencies and authorities if requested to do so by the Company. 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

30. Any notice to the Fraud Section and the Office 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, and Michael McGarry, Assistant United States Attorney, United States Attorney's Office for the District of Connecticut, 157 Church Street, Floor 25, New Haven, CT 06510. Any notice to the Company 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 Daniel Hecht, Senior Managing Director & General Counsel, Freepoint Commodities LLC, 58 Commerce Road, Stamford, CT 06902 with copy to Francis Healy of Hogan Lovells US LLP, 390 Madison Avenue, New York, NY 10017. Notice shall be effective upon actual receipt by the Fraud Section and the Office or the Company.

Complete Agreement

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

AGREED:

FOR FREEPOINT COMMODITIES LLC:

Date: 12/14/2023 By: _____

Daniel M. Hecht
Senior Managing Director &
General Counsel
Freepoint Commodities LLC

Date: 12/14/2023 By: _____

Francis Healy
Hogan Lovells US LLP
Counsel to Freepoint Commodities LLC

FOR THE DEPARTMENT OF JUSTICE:

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

Date: 12/14/2023

BY: _____

Allison McGuire, Trial Attorney
Clayton P. Solomon, Trial Attorney
Derek J. Ettinger, Assistant Chief
Jonathan P. Robell, Assistant Chief

VANESSA ROBERTS AVERY
United States Attorney
District of Connecticut

Date: 12/14/2023

BY: _____

Michael S. McGarry
Assistant United States Attorney

COMPANY OFFICER'S CERTIFICATE FOR FREEPOINT COMMODITIES LLC

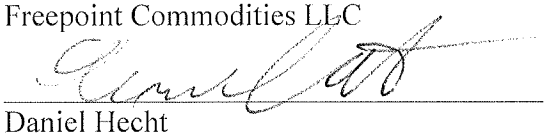
I have read this Agreement and carefully reviewed every part of it with outside counsel for Freepoint Commodities LLC (the "Company"). I understand the terms of this Agreement and voluntarily agree, on behalf of the Company, to each of its terms. Before signing this Agreement, I consulted outside counsel 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 Managers of the Company. I have advised and caused outside counsel for the Company to advise the Board of Managers 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 General Counsel for the Company and that I have been duly authorized by the Company to execute this Agreement on behalf of the Company.

Date: 12/14/2023

Freepoint Commodities LLC

By: 

Daniel Hecht
Senior Managing Director & General Counsel
Freepoint Commodities LLC

CERTIFICATE OF COUNSEL FOR FREEPOINT COMMODITIES LLC

I am counsel for Freepoint Commodities LLC (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 Managers. 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 Managers and the General Counsel 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 Managers, is an informed and voluntary one.

Date: 12-14-2023

By: _____
Francis Healy
Hogan Lovells US LLP
Counsel for Freepoint Commodities LLC

ATTACHMENT A

STATEMENT OF FACTS

The following Statement of Facts is incorporated by reference as part of the Deferred Prosecution Agreement (the "Agreement") between the United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section"), the United States Attorney's Office for the District of Connecticut (the "Office") (collectively, the "United States"), and the defendant Freepoint Commodities LLC ("Freepoint" or the "Company"). Certain facts herein are based on information obtained from third parties by the United States through its investigation and described to Freepoint. Freepoint hereby agrees and stipulates that the following information is true and accurate. Freepoint admits, accepts, and acknowledges that it is responsible for the acts of its officers, directors, employees, and agents as set forth below. Should the United States pursue the prosecution that is deferred by this Agreement, Freepoint agrees that it will neither contest the admissibility of, nor contradict, this Statement of Facts in any such proceeding. The following facts took place during the relevant time frame and establish beyond a reasonable doubt the charges set forth in the criminal Information attached to this Agreement:

The Defendant Freepoint and Related Individuals

1. Freepoint Commodities LLC ("Freepoint") was a commodities merchant company with its principal place of business in the District of Connecticut. Freepoint was a "domestic concern," as that term is used in the Foreign Corrupt Practices Act ("FCPA"), Title 15, United States Code, Section 78dd-2(h)(1)(B).

2. Glenn Oztemel was a United States citizen and resided in Westport, Connecticut. Glenn Oztemel was a senior oil trader at Freepoint and previously worked for Trading Company #1. Glenn Oztemel was a "domestic concern" and an "employee" and "agent" of Freepoint, a

"domestic concern," as those terms are used in the FCPA, Title 15, United States Code, Sections 78dd-2(a), 78dd-2(h)(1).

3. Gary Oztemel was a United States citizen and resided in Greenwich, Connecticut. Gary Oztemel was the owner and president of Oil Trade & Transport S.A. ("OTT"). Gary Oztemel was a "domestic concern" and an "agent" and "officer" of a "domestic concern," as those terms are used in the FCPA, Title 15, United States Code, Sections 78dd-2(a), 78dd-2(h)(1).

4. Co-Conspirator #1, whose identity is known to the United States and to the Company, was a United States citizen and resided in the District of Connecticut. Co-Conspirator #1 was an oil trader at Freepoint and previously worked at Trading Company #1. Co-Conspirator #1 was a "domestic concern" and an "employee" and "agent" of Freepoint, a "domestic concern," as those terms are used in the FCPA, Title 15, United States Code, Sections 78dd-2(a), 78dd-2(h)(1).

5. Eduardo Innecco ("Innecco") was a citizen of Brazil and Italy and resided in Brazil. Innecco was an oil and gas broker and worked in Brazil as an agent for various energy trading companies, including Freepoint, Trading Company #1, and OTT. Innecco owned and controlled several companies including Albatross Shipping Consultants Ltd., Morgenstern Energy Trading Ltd., and Wertech S.A., and others (collectively, the "Innecco Companies"). Innecco also served as a Vice President of OTT. Innecco was an "agent" and "officer" of a "domestic concern," as those terms are used in the FCPA, Title 15, United States Code, Sections 78dd-2(a), 78dd-2(h)(1), and a "person" as that term is used in the FCPA, Title 15, United States Code, Sections 78dd-3(a), 78dd-3(f)(1).

State-Owned Entities and Foreign Officials

6. Petróleo Brasileiro S.A. – Petrobras ("Petrobras") was a Brazilian state-owned and state-controlled oil company headquartered in Rio de Janeiro, Brazil, that operated to refine, produce, and distribute oil, oil products, gas, biofuels, and energy. Through voting rights, the Brazilian government directly controlled more than 50 percent of Petrobras's common shares, while an additional approximately 10 percent of Petrobras's shares were controlled by the Brazilian Economic and Social Development Bank. Petrobras was controlled by Brazil and performed government functions and was an "agency" and "instrumentality" of a foreign government, and Petrobras's officers and employees were "foreign officials," as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2)(A).

7. Petrobras America Inc. ("PAI") was a wholly owned subsidiary of Petrobras with its principal place of business in Houston, Texas. PAI was controlled by the government of Brazil and performed government functions and, thus, was an "agency" and "instrumentality" of a foreign government, and PAI's officers and employees were "foreign officials," as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2)(A).

8. Rodrigo Berkowitz was a citizen of Brazil and resided in Rio de Janeiro, Brazil and Houston, Texas. Berkowitz worked as a trader at PAI from in or about February 2010 through in or about January 2014, and from in or about July 2017 through in or about November 2018. Berkowitz worked as a trader at Petrobras in Rio de Janeiro from in or about January 2014 through in or about July 2017. Berkowitz was a "foreign official," as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2)(A).

9. Petrobras Official #1, whose identity is known to the United States and to the Company, was a citizen of Brazil and resided in Rio de Janeiro, Brazil. Petrobras Official #1 had

responsibility for Petrobras's fuel oil desk during the relevant period and was based in Rio de Janeiro. Petrobras Official #1 was a "foreign official," as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2)(A).

10. Petrobras Official #2, whose identity is known to the United States and to the Company, was a citizen of Brazil and resided in Rio de Janeiro, Brazil and Houston, Texas. Petrobras Official #2 worked as a trader at PAI from in or about February 2014 through in or about August 2017. Petrobras Official #2 was a "foreign official," as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2)(A).

Other Relevant Entities and Individuals

11. Trading Company #1, the identity of which is known to the United States and the Company, was a commodities trading company with its principal place of business in the District of Connecticut. Trading Company #1 was a "domestic concern," as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1)(B).

12. OTT was a commodities trading company registered in Panama, with its principal place of business in the District of Connecticut. OTT was a "domestic concern," as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1)(B).

13. Uruguay Company, the identity of which is known to the United States and to the Company, was a shell company formed in Uruguay by Co-Conspirator #2 for the benefit of Berkowitz. Berkowitz used Uruguay Company to receive and conceal bribe payments from and on behalf of Trading Company #1 and Freepoint.

14. Co-Conspirator #2, whose identity is known to the United States and the Company, was a citizen of Brazil and resided in Rio de Janeiro, Brazil. Co-Conspirator #2 owned and

operated Uruguay Company. Berkowitz used Uruguay Company to receive and conceal bribe payments from and on behalf of Freepoint.

15. Albatross Shipping Consultants LTD ("Albatross") was a company based in Liberia that was owned and controlled by Innecco. Innecco used Albatross to receive, conceal, and distribute bribe payments from and on behalf of Freepoint for the benefit of Berkowitz, Petrobras Official #1, and others.

16. Morgenstern Energy Trading Ltd. ("Morgenstern") was a company based in the British Virgin Islands ("BVI") that was owned and controlled by Innecco. Innecco used Morgenstern to receive, conceal, and distribute bribe payments from and on behalf of Freepoint and OTT for the benefit of Berkowitz, Petrobras Official #1, and others.

17. Wertech S.A. ("Wertech") was a company based in Uruguay that was owned and controlled by Innecco. Innecco used Wertech to receive, conceal, and distribute bribe payments from and on behalf of Freepoint for the benefit of Berkowitz, Petrobras Official #1, and others.

The Bribery Conspiracy

18. Beginning in or about 2012 and continuing until in or about 2018, in the District of Connecticut and elsewhere, Freepoint, through its employees and agents, knowingly and willfully conspired and agreed with others to offer and pay approximately $3.9 million in corrupt commission payments to Innecco, knowing that all or a portion of such money would be used to pay bribes to, and for the benefit of, Brazilian foreign officials, including Berkowitz and others, to secure improper commercial advantages in order to obtain and retain business from Petrobras in connection with the purchase and sale of oil products.

19. In furtherance of the conspiracy and to achieve the objects thereof, Glenn Oztemel, Gary Oztemel, Innecco, and other conspirators known to the United States and the Company,

committed and caused to be committed overt acts in furtherance of the conspiracy, including the overt acts described below, among others.

A. Origin of the Conspiracy – Trading Company #1

20. In or about 2010, prior to Glenn Oztemel's employment with Freepoint, Glenn Oztemel, Gary Oztemel, and Innecco agreed to pay bribes to Berkowitz and other Petrobras officials to obtain and retain business for Glenn Oztemel's then-employer, Trading Company #1, and OTT. In sum and substance, they agreed that Trading Company #1 would pay bribes of up to 25 cents per barrel on transactions directly between Trading Company #1 and Petrobras, and OTT would pay bribes of up to $1 per barrel, on behalf of Trading Company #1, for any transactions (referred to as "back-to-back" deals) that OTT intermediated between Petrobras and Trading Company #1. In exchange for the bribes, Berkowitz and other Petrobras officials provided Glenn Oztemel, Gary Oztemel, Innecco, and others with confidential information related to Petrobras's business.

21. In emails to Glenn Oztemel and Gary Oztemel regarding the scheme, Innecco used coded language to refer to bribes and bribe amounts, including terms such as "breakfast," "breakfast servings," and "freight deviation." For example, in an email dated on or about October 6, 2011 to Gary Oztemel, copying Glenn Oztemel, Innecco stated:

> The guys you met in Rdam were recently instructed from high above to book as much bizz as possible with us . . . . Fyg Mr. X [a Brazilian intermediary] organized this scheme with the support of a very influential man, the current "capo di tutti capi" [(boss of bosses)] around the block.
> . . .
> There is only one little problem: in principle max [number] of people Archie can invite for breakfast is 25, and that [would] leave some key people (although not top people) with no breakfast. If they [*sic*] not happy these people can find many ways for not letting things happen, even legitimate ways . . . .

22. On or about November 15, 2011, Innecco sent an email to Glenn Oztemel, using the fictitious name "Spencer Kazisnaf," and an associated email address. In the email, Innecco stated, "May I remind you of requested increase for 5 additional breakfast servings after first table set up, which already occurred."

23. Between in or around 2011 and 2012, Trading Company #1 entered into at least 15 corrupt transactions with Petrobras. In addition, Glenn Oztemel, Gary Oztemel, and Innecco used OTT to facilitate at least six additional corrupt "back-to-back" transactions between Petrobras and Trading Company #1.

B. Continuation of the Bribery Scheme at Freepoint

24. In or about late June 2012, Glenn Oztemel, together with Co-Conspirator #1 and several other employees, left Trading Company #1 to work for Freepoint. After joining Freepoint, Glenn Oztemel caused Freepoint to enter into a "Service Provision Agreement" (the "SPA") with Albatross, a Liberian company controlled by Innecco, knowing that all or a portion of the money paid to Innecco under the SPA would be used to continue paying bribes to Berkowitz and other Petrobras officials in order to obtain and retain business for Freepoint.

25. The SPA, which was dated July 1, 2012, provided that Innecco would receive a monthly "consultancy fee" of approximately $10,000 and per-barrel "commissions" of between 5 cents and 25 cents per barrel for all transactions between Freepoint and third parties including Petrobras.

26. At Freepoint, Glenn Oztemel and Innecco, together with others, including Gary Oztemel, would and did take steps to conceal their receipt and use of confidential Petrobras information by, among other ways: (i) sharing confidential information via personal, alias email accounts and encrypted messaging applications; (ii) using coded language to refer to other

individuals involved in the scheme and using coded language to refer to bribes and bribe amounts; and (iii) engaging in sham negotiations to give the appearance of legitimacy to trades between Petrobras and Freepoint and between Petrobras and Freepoint.

27. Glenn Oztemel and Innecco also continued to use Gary Oztemel's company, OTT, to facilitate corrupt "back-to-back" trades with Petrobras and to pay bribes to Berkowitz and other Petrobras officials in order to obtain and retain business for Freepoint. Six of those transactions were outlined in a spreadsheet titled "2012 deals with PB – Gary," which Innecco sent to Gary Oztemel on or about September 13, 2012, from the fictitious "Spencer Kazisnaf" email account.

28. In the body of the email, dated on or about September 13, 2012, Innecco wrote to Gary Oztemel:

> Attached [please] find a quite complete worksheet. It will allow us, in a quick [glance], a quite thorough panorama of what we've been doing so far. This [is] good and bad. It is good because it will save a lot of time if we need to check this type of info. It is bad because anyone who sees it will also get to know what we've been doing in a quick glance. Needless to say, we must keep this worksheet out of curious eyes. That is why I've asked Mr. Spencer Kazi[s]naf to send it to you . . . .

29. On or about November 13, 2012, Innecco, using the same fictitious "Spencer Kazisnaf" email account, sent a similar spreadsheet titled "OTT 2012 deals with [Petrobras] . . ." to Glenn Oztemel's personal email address. Glenn Oztemel responded to the email the same day, stating "Spencer, u R. A bad boy!"

30. In exchange for the bribes, Berkowitz provided Freepoint with confidential information related to Petrobras's business and other improper benefits that helped Freepoint win business with Petrobras. For example, in or around August 2015, during a negotiation between Freepoint and Petrobras, Berkowitz provided Innecco with confidential information regarding Petrobras's pricing and negotiation strategy, as well as information regarding bids submitted by

Freepoint's competitors. Innecco shared that information with Glenn Oztemel and Co-Conspirator #1, who used it in their negotiations on Freepoint's behalf with Petrobras Official #2.

31. In one such email, on or about August 31, 2015, Innecco told Glenn Oztemel, "[Please] do not show [Petrobras Official #2] that you [have] any knowledge that you [could] never been obtained [*sic*] obtained from the [market.]" Innecco added, "On my side, the important part is that RB [(Rodrigo Berkowitz)] will be happy to help us on price guidance." In his communications with Freepoint traders Glenn Oztemel and Co-Conspirator #1, Innecco frequently referred to Berkowitz as "RB," "Rod," "Rio," "Houston," "our friend," and, in one instance, as "our man on the spot."

32. Innecco also advised Freepoint traders Glenn Oztemel and Co-Conspirator #1 to conceal the scheme by bidding for cargoes that they knew Freepoint would not win. For example, in an email sent to Glenn Oztemel's personal email account on or about August 1, 2017, Innecco told Glenn Oztemel, "It's very important to bid in all cargoes, even if at lower price which has no chance to win." Similarly, in a WhatsApp communication dated on or about May 18, 2018 between Innecco and Co-Conspirator #1, Innecco told Co-Conspirator #1 to give Petrobras a "[number] below 2." Innecco added, "We cannot show up only to win."

C. Funding the Bribes: Corrupt Commissions and "Profit Sharing"

33. Freepoint paid bribes in two ways. Most commonly, Freepoint paid bribes to Berkowitz and other Petrobras officials through purported consultancy fees and commissions paid to the Innecco Companies. In addition, on transactions involving OTT, Freepoint caused bribes to

be paid from OTT's profit on the "back-to-back" transactions between Freepoint, OTT, and Petrobras.

34. Altogether, between in or around 2012 and late 2018, Freepoint paid Innecco approximately $3.9 million in corrupt consultancy fees and commissions associated with approximately 124 transactions between Freepoint and Petrobras, knowing that a portion of such money would be used to pay bribes to Brazilian government officials in exchange for Freepoint obtaining and retaining business with Petrobras. In addition, Freepoint conducted an additional eight corrupt "back-to-back" transactions with Petrobras through OTT that resulted in the payment of bribes to Petrobras officials.

35. Pursuant to the first and more common method—the payment of bribes from purported fees and commissions paid to the Innecco Companies—Innecco sent invoices to Freepoint, including to Glenn Oztemel and Co-Conspirator #1, seeking payment to the Innecco Companies for purported consultancy fees and a per-barrel commission. Upon receiving the commissions, Innecco paid a portion of those amounts to Berkowitz and others as bribes—typically into an account held in the name of Uruguay Company for the benefit of Berkowitz. In several instances, Innecco also paid bribes to Berkowitz in cash in Brazil and, at Berkowitz's instruction, held some of Berkowitz's bribes in the Innecco Companies for payment at a later date. For example:

a. On or about June 21, 2016, Innecco sent an invoice to a Freepoint employee, copying Glenn Oztemel and Co-Conspirator #1, and attaching an invoice from Morgenstern seeking payment in the amount of approximately $88,364. The invoice, dated on or about June 19, 2016, was directed to Glenn Oztemel for purported "consulting services" pursuant to the SPA.

b. On or about June 29, 2016, Freepoint wired approximately $88,364 in purported commission payments from Freepoint's bank account in the District of Connecticut to Morgenstern's bank account in Switzerland pursuant to the June 19, 2016, invoice from Morgenstern to Freepoint, referenced in paragraph 35.a. above.

c. Between in or about July 8, 2016 and August 15, 2016, Innecco caused Morgenstern to make three bribe payments to Berkowitz, totaling approximately $61,687, into Uruguay Company's bank account in Uruguay.

d. Likewise, on or about September 12, 2018, Innecco sent an email to a Freepoint employee, copying Glenn Oztemel and Co-Conspirator #1, attaching two invoices from Wertech, dated September 12, 2018, seeking payment of a consultancy fee in the amount of $8,000 and a commission in the amount of $103,570.08.

e. On or about September 20, 2018, Freepoint paid the invoices referenced above in paragraph 35.d. from Freepoint's bank account in the District of Connecticut into Wertech's bank account in Uruguay.

f. To avoid detection from law enforcement, and at Berkowitz's instruction, Innecco held Berkowitz's portion of these payments at Wertech for Berkowitz's benefit.

36. Pursuant to the second method—transactions where OTT purchased fuel oil cargoes from Petrobras and sold those same cargoes to Freepoint in "back-to-back" transactions—Freepoint paid OTT for the cargoes in an amount greater than what OTT paid to Petrobras. Thereafter, OTT made purported "profit sharing" payments to Innecco pursuant to sham invoices sent from the Innecco Companies to OTT. Innecco used a portion of his "profit sharing" payments to pay bribes to Berkowitz and others, in order to obtain and retain business for Freepoint and OTT, into an account held in the name of Uruguay Company and in cash. For example:

a. On or about July 31, 2012, Freepoint paid OTT approximately $12 million in connection with a back-to-back trade among Freepoint, OTT, and Petrobras.

b. Of that amount, on or about August 2, 2012, OTT paid approximately $11.7 million to Petrobras for the relevant cargo,

c. On or about August 2, 2012, OTT made a purported "profit sharing" payment of approximately $123,000 to Morgenstern.

d. On August 6, 2012, Innecco caused Morgenstern to wire a bribe of approximately $26,536.07 from Morgenstern's bank account in Switzerland to a bank account in Uruguay in the name of Uruguay Company for the benefit of Berkowitz.

37. Freepoint earned approximately $30.5 million in profits from its corruptly obtained business with Petrobras.

ATTACHMENT B

CERTIFICATE OF CORPORATE RESOLUTIONS

WHEREAS, Freepoint Commodities LLC (the "Company") has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section and the United States Attorney's Office for the District of Connecticut (collectively, "the Fraud Section and the Office) regarding issues arising in relation to the Fraud Section and the Offices' investigation of violations of Title 18, United States Code, Section 371 (Conspiracy), and Title 15, United States Code, Section 78dd-2 (the Foreign Corrupt Practices Act) by certain of the Company's employees and agents; and

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

WHEREAS, the Company's Senior Managing Director & General Counsel, Daniel M. Hecht, together with outside counsel for the Company, have advised the Board of Managers of the Company of its rights, possible defenses, the Sentencing Guidelines' provisions, and the consequences of entering into such agreement with the Fraud Section and the Office;

Therefore, the Board of Managers has RESOLVED that:

1. The Company (a) acknowledges the filing of the one-count Information charging the Company with violating Title 18, United States Code, Section 371, in violation of Title 15, United States Code, Section 78dd-2; (b) waives indictment on such charges and enters into a deferred prosecution agreement with the Fraud Section and the Office; and (c) agrees to accept a monetary penalty against the Company totaling $68,000,000 and forfeiture totaling $30,551,150, and to pay such penalty to the United States Treasury with respect to the conduct described in the Information;

2. The Company accepts the terms and conditions of this Agreement, including, but not limited to, (a) a knowing waiver of its rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); 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 Connecticut; and (c) a knowing waiver of any defenses based on the statute of limitations for any prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Fraud Section and the Office prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement;

3. The Senior Managing Director & General Counsel of the Company, Daniel M. Hecht, 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 Managers at this meeting with such changes as the Senior Managing Director & General Counsel of the Company, Daniel M. Hecht, may approve;

4. The Senior Managing Director & General Counsel of the Company, Daniel M. Hecht, is hereby authorized, empowered and directed to take any and all actions as may be necessary or appropriate and to approve the forms, terms or provisions of any agreement or other documents as may be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing resolutions; and

5. All of the actions of the Senior Managing Director & General Counsel of the Company, Daniel M. Hecht, 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: December 14, 2023

By: _____
Assistant Corporate Secretary
Freepoint Commodities LLC

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"), Freepoint Commodities LLC (the "Company") agrees 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 Company agrees to modify its compliance program, including internal controls, compliance policies, and procedures in order to ensure that it 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 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 Company's existing internal controls, compliance code, policies, and procedures:

Commitment to Compliance

1. The Company will ensure that its directors and senior management provide strong, explicit, and visible support and commitment to compliance with its corporate policy against violations of the anti-corruption laws, its compliance policies, and its Code of Conduct, and demonstrate rigorous support for compliance principles via their actions and words.

2. The Company will ensure that mid-level management throughout its organization reinforce leadership's commitment to compliance policies and principles and encourage employees to abide by them. The Company will create and foster a culture of ethics and compliance with the law in their day-to-day operations at all levels of the Company.

Periodic Risk Assessment and Review

4. The Company will implement a risk management process to identify, analyze, and address the individual circumstances of the Company, in particular the risk of violating the anti-corruption laws.

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

Policies and Procedures

6. The Company will develop and promulgate a clearly articulated and visible corporate policy against violations of the anti-corruption laws, which shall be memorialized in a written compliance policy or policies.

7. The Company will develop and promulgate compliance policies and procedures designed to reduce the prospect of violations of the anti-corruption laws and the Company's compliance policies and Code of Conduct, and the Company 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 Company. 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 Company in a foreign

jurisdiction, including all agents and business partners. The Company shall notify all employees that compliance with the policies and procedures is the duty of individuals at all levels of the company. 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 Company will ensure that it has 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 Company shall review its 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 Company will assign responsibility to one or more senior corporate executives of the Company for the implementation and oversight of the Company's 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 Company's Board of Directors, or any appropriate committee of the Company's 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 Company will implement mechanisms designed to ensure that its 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 Company, and, where necessary and appropriate, agents and business partners; and (b) metrics for

measuring knowledge retention and effectiveness of the training. The Company 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 Company 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 Company's anti-corruption compliance policies and procedures, including when they need advice on an urgent basis or in any foreign jurisdiction in which the Company operates.

Confidential Reporting Structure and Investigation of Misconduct

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

14. The Company 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 Company's anti-corruption compliance policies and procedures.

Compensation Structures and Consequence Management

15. The Company will implement clear mechanisms to incentivize behavior amongst all directors, officers, employees, and, where necessary and appropriate, parties acting on behalf of the Company 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 Company's compensation and bonus system.

16. The Company will institute appropriate disciplinary procedures to address, among other things, violations of the anti-corruption laws and the Company's Code of Conduct and anti-corruption compliance policies and procedures by the Company's 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 Company 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 Company 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 Company's commitment to abiding by anti-corruption laws, and of the Company's Code of Conduct and anti-corruption compliance policies and procedures; and

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

18. The Company 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 Company 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 Company 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 Company 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 Company's Code of Conduct or compliance policies, or procedures, or the representations and undertakings related to such matters.

Mergers and Acquisitions

20. The Company will develop and implement policies and procedures for mergers and acquisitions requiring that the Company 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 Company will ensure that the Company's 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 Company and will promptly:

a. train the directors, officers, employees, agents, and business partners consistent with Paragraphs 6 and 7 above on the anti-corruption laws and the Company's 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 Company's enterprise resource planning systems as quickly as practicable.

Monitoring and Testing

22. The Company will conduct periodic reviews and testing of all elements of its compliance program to evaluate and improve their effectiveness in preventing and detecting violations of anti-corruption laws and the Company's 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 Company 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 Company will conduct a root cause analysis of misconduct, including prior misconduct, to identify any systemic issues and/or any control failures. The Company will timely and appropriately remediate the root causes of misconduct. The Company will ensure that root causes, including systemic issues and controls failures, and relevant remediation are shared with management as appropriate.

ATTACHMENT D

ENHANCED COMPLIANCE REPORTING REQUIREMENTS

Freepoint Commodities LLC (the "Company") agrees that it will report to the United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section") and the United States Attorney's Office for the District of Connecticut (the "Office") periodically. During the Term, the Company shall review, test, and update its compliance program and internal controls, policies, and procedures described in Attachment C. The Company 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 Company shall be required to prepare and submit a workplan for the review. The Company shall also, at no less than three-month intervals during the Term, meet with the Fraud Section and the Office regarding remediation, implementation, and testing of its compliance program and internal controls, policies, and procedures described in Attachment C.

In conducting the reviews, the Company shall undertake the following activities, among others: (a) inspection of relevant documents, including the Company's current policies, procedures, and training materials concerning compliance with the FCPA and other applicable anti-corruption laws; (b) inspection and testing of the Company's 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 Company's compliance program.

Written Work Plans, Reviews, and Reports

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

2. Within sixty (60) calendar days of the date this Agreement is executed, the Company shall, after consultation with the Fraud Section and the Office, prepare and submit a written work plan to address the Company's first review. The Fraud Section and the Office shall have thirty (30) calendar days after receipt of the written work plan to provide comments.

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

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

5. Any disputes between the Company and the Fraud Section and the Office with respect to any written work plan shall be decided by the Fraud Section and the Office in their sole discretion.

6. No later than one year from the date this Agreement is executed, the Company shall submit to the Fraud Section and the Office a written report setting forth: (1) a complete description of its 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) its 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
United States Department of Justice
1400 New York Avenue N.W.
Washington, D.C. 20005

Chief, Financial Fraud and Public Corruption Unit
United States Attorney's Office
District of Connecticut
157 Church Street
Floor 25
New Haven, CT 06510

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

Follow-up Reviews and Reports

7. The Company shall undertake at least two follow-up reviews and reports, incorporating the views of the Fraud Section and the Office on the Company's prior reviews and reports, to further monitor and assess whether the Company's 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.

8. 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 and the Office.

9. The second follow-up ("third") report shall include a plan for ongoing improvement, testing, and review of the compliance program to ensure the sustainability of the program. The third report be completed and delivered to the Fraud Section and the Office no later than thirty (30) days before the end of the Term.

10. The Company may extend the time period for submission of any of the follow-up reports with prior written approval of the Fraud Section and the Office.

Meetings During the Term

11. The Company shall meet with the Fraud Section and the Office within thirty (30) calendar days after providing each report to the Fraud Section and the Office to discuss the report.

12. At least quarterly, and more frequently if the Fraud Section and the Office deem it appropriate in their sole discretion, representatives from the Company and the Fraud Section and the Office will meet to discuss the status of the review and enhanced self-reporting obligations, and any suggestions, comments, or improvements the Company may wish to discuss with or propose to the Fraud Section and the Office.

Confidentiality of Submissions

13. Submissions by the Company, 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 and the Office determine in their sole discretion that disclosure would be in furtherance of the Fraud Section's and the Office's discharge of their duties and responsibilities or is otherwise required by law.

ATTACHMENT E

CERTIFICATION

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

United States Department of Justice
United States Attorney's Office
District of Connecticut
Attention: United States Attorney for District of Connecticut

Re: Deferred Prosecution Agreement Disclosure Certification

The undersigned certify, pursuant to Paragraph 6 of the deferred prosecution agreement ("the Agreement") filed on December 14, 2023, in the United States District Court for the District of Connecticut, by and between the United States of America and Freepoint Commodities LLC (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") and the United States Attorney's Office for the District of Connecticut (collectively, the "Offices") 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 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 Offices' 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 Operating 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 District of Connecticut. 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 District of Connecticut.

Date: December 14, 2023

Name (Printed): David A. Messer

Name (Signed): _____
Chief Executive Officer
Freepoint Commodities LLC

Date: December 14, 2023

Name (Printed): Robert J. Feilbogen

Name (Signed): _____
Chief Operating Officer
Freepoint Commodities LLC

ATTACHMENT F

COMPLIANCE CERTIFICATION

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

United States Department of Justice
United States Attorney's Office
District of Connecticut
Attention: United States Attorney for District of Connecticut

Re: Deferred Prosecution Disclosure Certification

The undersigned certify, pursuant to Paragraph 17 of the Deferred Prosecution Agreement filed on December 14, 2023, in the United States District Court for the District of Connecticut, by and between the United States of America and Freepoint Commodities LLC (the "Company") (the "Agreement"), that the undersigned are aware of the Company's compliance obligations under Paragraphs 14 and 15 of the Agreement, and that, based on a review of the Company's reports submitted to the Department of Justice, Criminal Division, Fraud Section and United States Attorney's Office for the District of Connecticut pursuant to Paragraph 16 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 Company's anti-corruption compliance program, the Company has implemented an anti-corruption compliance program that meets the requirements set forth in Attachment C to the Agreement. The undersigned certifies that such compliance program is reasonably designed to detect and prevent violations of the anti-corruption laws throughout the Company's operations.

The undersigned hereby certify that they are respectively the Chief Executive Officer ("CEO") of the Company and the Chief Compliance Officer ("CCO") of the Company and that

each has been duly authorized by the Company to sign this Certification on behalf of the Company.

This Certification shall constitute a material statement and representation by the undersigned and by, on behalf of, and for the benefit of, the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and such material statement and representation shall be deemed to have been made in the District of Connecticut. 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 District of Connecticut.

Date: December 14, 2023

Name (Printed): David A. Messer

Name (Signed): _____
Chief Executive Officer
Freepoint Commodities LLC

Date: December 14, 2023

Name (Printed): Eileen Merrigan

Name (Signed): _____
Chief Compliance Officer
Freepoint Commodities LLC