

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
-----X

UNITED STATES OF AMERICA

- against -

AMEC FOSTER WHEELER ENERGY
LIMITED,

Defendant.

-----X

DEFERRED PROSECUTION
AGREEMENT

Cr. No. 21-CR-298 (KAM)

DEFERRED PROSECUTION AGREEMENT

Defendant Amec Foster Wheeler Energy Limited (the "Company"), pursuant to authority granted by the Company's Board of Directors 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 Eastern District of New York (the "Office") enter into this Deferred Prosecution Agreement (the "Agreement"). John Wood Group PLC ("Wood"), which is not a defendant in this matter, also agrees, pursuant to the authority granted by Wood's Board of Directors, to certain terms and obligations of the Agreement as described below. The terms and conditions of this Agreement are as follows:

Criminal Information and Acceptance of Responsibility

1. The Company acknowledges and agrees that the Fraud Section and the Office will file the attached criminal information in the United States District Court for the Eastern District of New York (the "Information") charging the Company with one count of conspiracy to commit an offense against the United States, in violation of Title 18, United States Code, Section 371,

that is, to violate the anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 (“FCPA”), as amended, Title 15, United States Code, Section 78dd-3. In so doing, the Company: (a) knowingly waives its right to indictment on these charges, as well as all rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); and (b) 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 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 Eastern District of New York. 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 Statement of Facts, and that the allegations described in the Information and the facts described in the Statement of Facts are true and accurate. The Company and Wood agree that, effective as of the date the Company signs this Agreement, in any prosecution that is deferred by this Agreement, the Company and Wood will not dispute the Statement of Facts set forth in this Agreement, and, in any such prosecution, the Statement of Facts shall be admissible as: (a) substantive evidence offered by the government in its case-in-chief and rebuttal case; (b) impeachment evidence offered by the government on cross-examination; and (c) evidence at any sentencing hearing or other hearing. In addition, in connection therewith, the Company and Wood agree not to assert any claim under the United States Constitution, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the Federal Rules

of Criminal Procedure, Section 1B1.1(a) of the United States Sentencing Guidelines (“U.S.S.G.” or “Sentencing Guidelines”), or any other federal rule that the Statement of Facts should be suppressed or is otherwise inadmissible as evidence in any form.

Term of the Agreement

3. This Agreement is effective for a period beginning on the date on which the Information is filed and ending three years from that date (the “Term”). The Company and Wood agree, however, that, in the event the Fraud Section and the Office determine, in their sole discretion, that the Company or Wood has knowingly violated any provision of this Agreement or has failed to completely perform or fulfill each of the Company’s or Wood’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 14 to 16 below. Any extension of the Agreement extends all terms of this Agreement, including the terms of the reporting requirements 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 requirements in Attachment D, and that the other provisions of this Agreement have been satisfied, the Agreement may be terminated early. If the Court refuses to grant exclusion of time under the Speedy Trial Act, 18 U.S.C. § 3161(h)(2), the Term shall be deemed to have not begun, and all the provisions of this Agreement shall be deemed null and void, 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.

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 by the Company, Amec Foster Wheeler plc and Wood, including:

a. the Company did not receive voluntary disclosure credit pursuant to the FCPA Corporate Enforcement Policy in the Department of Justice Manual 9-47.120, or pursuant to the Sentencing Guidelines, because it did not voluntarily and timely self-disclose to the Fraud Section and the Office the conduct described in the Statement of Facts;

b. the Company received full credit for its cooperation and Wood's cooperation with the Fraud Section's and the Office's investigation, including: (i) making factual presentations to the Fraud Section and the Office; (ii) voluntarily facilitating the interview in the United States of former foreign-based employees; and (iii) producing to the Fraud Section and the Office, on a prompt basis, extensive relevant documentation, including documents located outside the United States;

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

d. Wood and its affiliates, including the Company, engaged in remedial measures, including: implementation of enhanced policies, procedures and internal controls relating to, among other things, anti-corruption compliance, including retention and management

of commercial agents; enhancements to training and internal reporting programs; and undertaking employment actions based on its findings, which included terminating certain employees;

e. Wood has enhanced and has committed to continuing to enhance its compliance program and internal controls (which apply to all Wood Group companies, including the Company), including ensuring that its compliance programs satisfies the minimum elements set forth in Attachment C to this Agreement (Corporate Compliance Program);

f. based on the Company's and Wood's remediation and the state of Wood's compliance program, and the Company's and Wood's agreement to report to the Fraud Section and the Office as set forth in Attachment D to this Agreement (Corporate Compliance Reporting), the Fraud Section and the Office determined that an independent compliance monitor was unnecessary;

g. the nature and seriousness of the offense conduct, as described in the Statement of Facts, including the Company's involvement in a scheme to retain a corrupt sales agent to pay bribes to Brazilian government officials in exchange for assisting the Company with obtaining a contract from the government of Brazil, as well as the duration of the misconduct (from approximately 2011 to 2014) and the involvement of a high level executive of the Company;

h. the Company has no prior criminal history;

i. the Company has resolved with the U.S. Securities and Exchange Commission through an Order instituting cease-and-desist proceedings, relating to the conduct described in the Statement of Facts, and has agreed to pay \$17,656,302 in disgorgement and \$5,107,985 in pre-judgment interest;

j. the Company is entering into a resolution with authorities in Brazil and the United Kingdom relating to the same conduct described in the Statement of Facts, which the Fraud Section and the Office are crediting in connection with the penalty in this Agreement;

k. 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;

l. accordingly, after considering (a) through (k) above, the Fraud Section and the Office believe that the appropriate resolution in this case is a Deferred Prosecution Agreement with the Company; a criminal monetary penalty in the amount of \$18,375,000, which reflects a discount of 25 percent off the bottom of the otherwise-applicable Sentencing Guidelines fine range; and the Company's and Wood's agreement to report to the Fraud Section and the Office as set forth in Attachment D to this Agreement.

Future 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 the Statement of Facts and other conduct under investigation by the Fraud Section and the Office at any time during the Term, subject to applicable laws and regulations, 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 or any of its subsidiaries or 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 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 assertion. The Company agrees that its cooperation pursuant to this Paragraph shall include, but not be limited to, the following:

a. The Company shall 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, including any evidence or allegations and internal or external investigations, about which the Company has 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.

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 their 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 Sentencing Guidelines to determine the applicable fine range yields the following analysis:

- a. The November 1, 2018 version of the Sentencing Guidelines is applicable to this matter.
- b. Offense Level. Based upon U.S.S.G. § 2C1.1, the total offense level is 32, calculated as follows:

§ 2C1.1(a)(2) Base Offense Level	12
§§ 2C1.1(b)(2), 2B1.1(b)(1)(K) Value of Benefit	<u>+20</u>

Received (more than \$9,500,000)

TOTAL 32

c. Base Fine. Based upon U.S.S.G. § 8C2.4(a)(1), the base fine is \$17,500,000.¹

d. Culpability Score. Based upon U.S.S.G. § 8C2.5, the culpability score is 7, calculated as follows:

(a) Base Culpability Score 5

(b)(2)(A)(i) The organization had 1,000 or more employees and an individual within high-level personnel of the organization participated in, condoned, or was willfully ignorant of the offense +4

(g)(2) The organization clearly demonstrated recognition and affirmative acceptance of responsibility for its criminal conduct -2

TOTAL 7

Calculation of Fine Range:

Base Fine	\$17,500,000
Multipliers	1.4 (min) / 2.8 (max)
Fine Range	\$24,500,000 / \$49,000,000

The Company agrees to pay a total monetary penalty in the amount of \$18,375,000 (the “Total Criminal Fine”). This reflects a 25 percent discount off the bottom of the applicable Sentencing Guidelines fine range. The Company and the Fraud Section and the Office agree that the Company will pay the United States \$7,656,250. The Company agrees to pay \$7,656,250 to the United States Treasury within ten business days of the execution of this Agreement. The Fraud

¹ Because the conduct predates 2015, the 2014 Sentencing Guidelines have been used for the fine calculation. See Guidelines Manual § 8C2.4(e)(1) (Nov. 2016).

Section and the Office agree to credit towards satisfaction of payment of the Total Criminal Fine the amount the Company pays to authorities in Brazil, up to a maximum of \$6,125,000, so long as the Company pays the remaining amount to Brazil pursuant to the Company's resolution with Brazilian authorities related to the same underlying conduct described in the Statement of Facts.

The Fraud Section and the Office further agree to credit towards satisfaction of payment of the Total Criminal Fine the amount the Company pays to authorities in the United Kingdom, up to a maximum of \$4,593,750, so long as the Company pays the remaining amount to the United Kingdom pursuant to the Company's resolution with authorities in the United Kingdom related to the same underlying conduct described in the Statement of Facts. Should any amount of the \$6,125,000 payment to authorities in Brazil or the \$4,593,750 payment to authorities in the United Kingdom not be made by the end of the Term, the Company will be required to pay the full remaining amount to the United States Treasury. 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 Total Criminal Fine 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 Total Criminal Fine 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 fine, although the Fraud Section and the Office agree that under those circumstances, they will recommend to the Court that any amount paid under this Agreement should be offset against any fine the Court imposes as part of a future judgment. The Company and Wood acknowledge that no tax deduction may be sought in connection with the payment of any part of the Total Criminal Fine. The Company shall not seek or accept directly or indirectly reimbursement or

indemnification from any source with regard to the penalty or disgorgement amounts that the Company pays pursuant to this Agreement or any other agreement entered into with an enforcement authority or regulator concerning the facts set forth in the Statement of Facts.

Conditional Release from Liability

8. Subject to Paragraphs 14 to 16, 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, Wood, or any of their affiliates or subsidiaries, relating to any of the conduct described in the 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 Statement of Facts against the Company, Wood, or any of their subsidiaries or affiliates: (a) in a prosecution for perjury or obstruction of justice; (b) in a prosecution for making a false statement; (c) in a prosecution or other proceeding relating to any crime of violence; or (d) in a prosecution or other proceeding relating to a violation of any provision of Title 26 of the United States Code.

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

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

Corporate Compliance Program

9. The Company and Wood represent that they have 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 their operations, including those of

their affiliates, subsidiaries, agents, and joint ventures, and those of their 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.

10. In order to address any deficiencies in their internal accounting controls, policies, and procedures, the Company and Wood represent that they will continue to undertake, in a manner consistent with all of their obligations under this Agreement, a review of their existing internal accounting controls, policies, and procedures, regarding compliance with the FCPA and other applicable anti-corruption laws. Where necessary and appropriate, the Company and Wood agree to adopt a new compliance program, or to modify their existing one, including internal controls, compliance policies, and procedures in order to ensure that they maintain: (a) an effective system of internal accounting controls designed to ensure the making and keeping of fair and accurate books, records, and accounts; and (b) a rigorous anti-corruption compliance program that incorporates relevant internal accounting controls, as well as policies and procedures designed to effectively detect and deter violations of the FCPA and other applicable anti-corruption laws. 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

11. The Company and Wood agree that they 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.

Deferred Prosecution

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

13. The Fraud Section and the Office further agree that if the Company and Wood fully comply with all of their 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 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 Statement of Facts. If, however, the Fraud Section and the Office determine during this six-month period that the Company or Wood breached the Agreement during the Term, as described in Paragraph 14, 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 14 to 16, remains in full effect.

Breach of the Agreement

14. If, during the Term: (a) the Company commits any felony under U.S. federal law; (b) the Company or Wood provides in connection with this Agreement deliberately false, incomplete, or misleading information, including in connection with its disclosure of information

about individual culpability; (c) the Company fails to cooperate as set forth in Paragraphs 5 and 6 of this Agreement; (d) the Company or Wood fails to implement a compliance program as set forth in Paragraphs 9 and 10 of this Agreement and Attachment C; (e) the Company commits any acts that, had they occurred within the jurisdictional reach of the FCPA, would be a violation of the FCPA; or (f) the Company or Wood otherwise fails to completely perform or fulfill each of the Company's and Wood'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, Wood, and their subsidiaries and affiliates, 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 Eastern District of New York or any other appropriate venue. Determination of whether the Company or Wood has breached the Agreement and whether to pursue prosecution of the Company, Wood, or their subsidiaries or affiliates, 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, Wood, their subsidiaries or affiliates, or the personnel of any of the foregoing. Any such prosecution relating to the conduct described in the 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, Wood, or their subsidiaries or affiliates, notwithstanding the expiration of the statute of limitations, between the signing of this Agreement and the expiration of the Term plus one year. Thus, by signing this Agreement, the Company and Wood agree that the statute of limitations with respect to any such prosecution that is not time-barred

on the date of the signing of this Agreement shall be tolled for the Term plus one year. In addition, the Company and Wood agree that the statute of limitations as to any violation of federal law that occurs during the Term will be tolled from the date upon which the violation occurs until the earlier of the date upon which the Fraud Section 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.

15. In the event the Fraud Section and the Office determine that the Company or Wood has breached this Agreement, the Fraud Section and the Office agree to provide the Company and Wood with written notice of such breach prior to instituting any prosecution resulting from such breach. Within 30 days of receipt of such notice, the Company and Wood 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 and Wood have 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, Wood, or their subsidiaries or affiliates.

16. In the event the Fraud Section and the Office determine that the Company or Wood has breached this Agreement: (a) all statements made by or on behalf of the Company, Wood, or their subsidiaries or affiliates to the Fraud Section and the Office or to the Court, including the Statement of Facts, and any testimony given by the Company, Wood, or their subsidiaries or affiliates 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, Wood, or their subsidiaries or

affiliates; and (b) the Company, Wood, or their subsidiaries or affiliates shall not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that any such statements or testimony made by or on behalf of the Company, Wood, or their subsidiaries or affiliates 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, Wood, or their subsidiaries or affiliates, will be imputed to the Company, Wood, or their subsidiaries or affiliates for the purpose of determining whether the Company, Wood, or their subsidiaries or affiliates have violated any provision of this Agreement shall be in the sole discretion of the Fraud Section and the Office.

17. The Company and Wood acknowledge 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 and Wood breach this Agreement and this matter proceeds to judgment. The Company and Wood further acknowledge that any such sentence is solely within the discretion of the Court and that nothing in this Agreement binds or restricts the Court in the exercise of such discretion.

18. On the date that the period of deferred prosecution specified in this Agreement expires, the Company, by two Directors of the Company (the two most senior individuals at 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

19. Except as may otherwise be agreed by the parties in connection with a particular transaction, the Company and Wood agree that in the event that, during the Term, they undertake any change in corporate form, including if they sell, merge, or transfer business operations, that is material to the Company's consolidated operations or to the operations of any subsidiaries or affiliates of the Company or Wood that were involved in the conduct described in the 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, they 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 and Wood agree that the failure to include these provisions in the transaction will make any such transaction null and void. The Company and Wood shall provide notice to the Fraud Section and the Office at least 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 and Wood prior to such transaction (or series of transactions) if they determine that the transaction(s) will have the effect of circumventing or frustrating the enforcement purposes of this Agreement. If at any time during the Term the Company or Wood engages in a transaction(s) 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 14 to 16 of this Agreement. Nothing herein shall restrict the Company and Wood 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 by Company

20. The Company and Wood expressly agree that they shall not, through present or future attorneys, officers, directors, employees, agents or any other person authorized to speak for the Company or Wood 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 Statement of Facts. Any such contradictory statement shall, subject to cure rights of the Company and Wood described below, constitute a breach of this Agreement, and the Company thereafter shall be subject to prosecution as set forth in Paragraphs 14 to 16 of this Agreement. The decision whether any public statement by any such person contradicting a fact contained in the Statement of Facts will be imputed to the Company and Wood for the purpose of determining whether they have 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 Statement of Facts, the Fraud Section and the Office shall so notify the Company and Wood, and the Company and Wood may avoid a breach of this Agreement by publicly repudiating such statement(s) within five business days after notification. The Company and Wood shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the Statement of

Facts provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the Statement of Facts. This Paragraph does not apply to any statement made by any present or former officer, director, employee, or agent of the Company or Wood in the course of any criminal, regulatory, or civil case initiated against such individual, unless such individual is speaking on behalf of the Company or Wood.

21. The Company and Wood agree that if they, or any of their subsidiaries or affiliates, issue a press release or hold any press conference in connection with this Agreement, the Company and Wood 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 Wood; and (b) whether the Fraud Section and the Office have any objection to the release.

22. 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 and Wood'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 or Wood, but rather are agreeing to provide facts to be evaluated independently by such authorities.

Limitations on Binding Effect of Agreement

23. This Agreement is binding on the Company and Wood 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 Wood and their compliance with their other obligations under this Agreement to the attention of such agencies and authorities if requested to do so by the Company and Wood.

Notice

24. 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, with copies by electronic mail, addressed to Chief, FCPA Unit, Fraud Section, Criminal Division, U.S. Department of Justice, 1400 New York Avenue NW, Washington, DC 20005, and Chief, Business and Securities Fraud Section, United States Attorney's Office for the Eastern District of New York, 271 Cadman Plaza East, Brooklyn, New York 11201. Any notice to the Company and Wood under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to General Counsel, John Wood Group PLC, 15 Justice Mill Lane, Aberdeen AB11 6EQ, United Kingdom, with copies to Chief Ethics and Compliance Officer, John Wood Group PLC, 15 Justice Mill Lane, Aberdeen AB11 6EQ, United Kingdom, and Investigations and Compliance Director, John Wood Group PLC, 23rd Floor, 25 Canada Square, Canary Wharf, London E14 5LQ, United Kingdom, or by electronic mail to those individuals or to other counsel or individuals identified to the Fraud Section and the Office by the Company and Wood. Notice shall be effective upon actual receipt by the Fraud Section and the Office or the Company and Wood.

Complete Agreement

25. This Agreement, including its attachments, sets forth all the terms of the agreement between the Company and Wood 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 Wood and a duly authorized representative of the Company.

AGREED:

**FOR AMEC FOSTER WHEELER
ENERGY LIMITED:**

Date: 23 June 2021

By: _____

Martin J. McIntyre ✓
Amec Foster Wheeler Energy Limited

Date: June 24, 2021

By: _____

Richard W. Grime
Lora E. MacDonald
Michael R. Dziuban
Gibson, Dunn & Crutcher LLP
Counsel to Amec Foster Wheeler Energy
Limited

**FOR JOHN WOOD
GROUP PLC:**

Date: 23 June 2021

By: _____

Martin J. McIntyre ✓
John Wood Group PLC

Date: June 24, 2021

By: _____


Richard W. Grime
Lora E. MacDonald
Michael R. Dziuban
Gibson, Dunn & Crutcher LLP
Counsel to John Wood Group PLC

FOR THE DEPARTMENT OF JUSTICE:

JOSEPH BEEMSTERBOER
Acting Chief, Fraud Section
Criminal Division
United States Department of Justice

Date: 6/24/2021


By: _____


Ge
Assistant Chief
Dennis R. Kihm
Trial Attorney

JACQUELYN M. KASULIS
Acting United States Attorney
Eastern District of New York

Date: 6/24/2021

By: _____


Julia Nestor
Assistant United States Attorney

**COMPANY OFFICER'S CERTIFICATE FOR
AMEC FOSTER WHEELER ENERGY LIMITED**

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

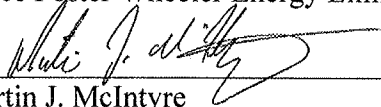
I have carefully reviewed the terms of this Agreement with the Board of Directors of the Company. I have advised and caused outside counsel for the Company to advise the Board of Directors fully of the rights of the Company, of possible defenses, of the provisions of the Sentencing Guidelines, and of 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 John Wood Group PLC ("Wood") and that I have been duly authorized by the Company and Wood to act on behalf of the Company in relation to this matter, and to execute this Agreement on behalf of the Company.

Date: 23 June 2021

Amec Foster Wheeler Energy Limited

By: 
Martin J. McIntyre
General Counsel, John Wood Group PLC

**CERTIFICATE OF COUNSEL FOR
AMEC FOSTER WHEELER ENERGY LIMITED**

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

Date: June 24, 2021

By: 

Richard W. Grime
Gibson, Dunn & Crutcher LLP
Counsel to Amec Foster Wheeler Energy Limited


**COMPANY OFFICER'S CERTIFICATE FOR
JOHN WOOD GROUP PLC**

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

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

Date: 23 June 2021

John Wood Group PLC
By: 
Martin McIntyre
General Counsel
John Wood Group PLC

**CERTIFICATE OF COUNSEL FOR
JOHN WOOD GROUP PLC**

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

Date: June 24, 2021

By: _____

Richard W. Grime
Gibson, Dunn & Crutcher LLP
Counsel to John Wood Group PLC

ATTACHMENT A
STATEMENT OF FACTS

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

The Defendant and Relevant Entities and Individuals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Bribery Scheme

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Foster Wheeler Considers Officially Retaining Italian Agent

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Corrupt Payments Made By Foster Wheeler

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

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

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

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

ATTACHMENT B

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

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

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

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

Therefore, the Board of Directors has RESOLVED that:

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

to accept a monetary penalty against the Company totaling \$18,375,000, and to pay such penalty to the United States Treasury¹ with respect to the conduct described in the Information;

2. the Company accepts the terms and conditions of this Agreement, including, but not limited to: (a) a knowing waiver of its rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); (b) a knowing waiver for purposes of this Agreement and any charges by the United States arising out of the conduct described in the attached Statement of Facts of any objection with respect to venue and consents to the filing of the Information, as provided under the terms of this Agreement, in the United States District Court for the Eastern District of New York; and (c) a knowing waiver of any defenses based on the statute of limitations for any prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Fraud Section and the Office prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement;

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

¹ Subject to the crediting arrangement agreed with the DOJ.

4. Wood's General Counsel, Martin McIntyre, is hereby authorized, empowered and directed to take any and all actions as may be necessary or appropriate and to approve the forms, terms or provisions of any agreement or other documents as may be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing resolutions; and

5. all of the actions of Wood's General Counsel, Martin McIntyre, which actions would have been authorized by the foregoing resolutions except that such actions were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved, and adopted as actions on behalf of the Company.

Date: _____

By: _____

Michael Collins

Director

Amec Foster Wheeler Energy Limited

CERTIFICATE OF CORPORATE RESOLUTIONS
JOHN WOOD GROUP PLC

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

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

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

Therefore, the Board of Directors has RESOLVED that:

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

penalty against Amec Foster Wheeler Energy Limited totaling \$18,375,000, and to pay such penalty to the United States Treasury² with respect to the conduct described in the Information if Amec Foster Wheeler Energy Limited does not pay such monetary penalty within the time period specified in the Agreement;

2. Wood accepts the terms and conditions of the Agreement, including, but not limited to: (a) a knowing waiver of Amec Foster Wheeler Energy Limited's rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); (b) a knowing waiver for purposes of the Agreement and any charges by the United States arising out of the conduct described in the attached Statement of Facts of any objection with respect to venue and consents to the filing of the Information against Amec Foster Wheeler Energy Limited, as provided under the terms of the Agreement, in the United States District Court for the Eastern District of New York; and (c) a knowing waiver of any defenses based on the statute of limitations for any prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Fraud Section and the Office prior to the date on which the Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of the Agreement;

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


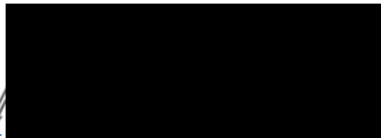
² Subject to the crediting arrangement agreed with the DOJ.

McIntyre, may approve; Wood's General Counsel, Martin McIntyre, is hereby authorized, empowered and directed to take any and all actions as may be necessary or appropriate and to approve the forms, terms or provisions of any agreement or other documents as may be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing resolutions; and

4. all of the actions of Wood's General Counsel, Martin McIntyre, which actions would have been authorized by the foregoing resolutions except that such actions were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved, and adopted as actions on behalf of Wood.

Date: _____

By:

 
Martin J. McIntyre
Corporate Secretary
John Wood Group PLC

ATTACHMENT C
CORPORATE COMPLIANCE PROGRAM

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

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

Commitment to Compliance

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

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

Policies and Procedures

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

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

- a. gifts;

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

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

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

Periodic Risk-Based Review

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

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

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

Proper Oversight and Independence

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

Training and Guidance

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

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

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

Internal Reporting and Investigation

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

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

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

Enforcement and Discipline

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

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

Third-Party Relationships

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

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

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

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

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

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

Mergers and Acquisitions

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

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

- a. train the directors, officers, employees, agents, and business partners consistent with Paragraphs 8 and 9 above on the anti-corruption laws and the Companies' compliance codes, policies, and procedures regarding anti-corruption laws; and
- b. where warranted, conduct an FCPA-specific audit of all newly acquired or merged businesses as quickly as practicable.

Monitoring, Testing, and Remediation

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

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

ATTACHMENT D
REPORTING REQUIREMENTS

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

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

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

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

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

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

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

ATTACHMENT E

CERTIFICATION – AMEC FOSTER WHEELER ENERGY LIMITED

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

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

Re: Deferred Prosecution Agreement Disclosure Certification

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

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

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

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

By: _____
[NAME]
Director
Amec Foster Wheeler Energy Limited

Dated: _____

By: _____
[NAME]
Director
Amec Foster Wheeler Energy Limited

Dated: _____