UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA	:	Case: 1:15-cr-00137
	:	Assigned To : Kollar-Kotelly, Colleen
v.	:	Assign. Date : 10/20/2015
	:	Description: INFORMATION (A)
CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK,	:	
	:	
Defendant.	:	

DEFERRED PROSECUTION AGREEMENT

Defendant Crédit Agricole Corporate & Investment Bank (the "Company"), by its undersigned representatives, pursuant to authority granted by the Company's Board of Directors, and the United States Attorney's Office for the District of Columbia (the "Office"), enter into this deferred prosecution agreement (the "Agreement"), the terms and conditions of which are as follows:

Criminal Information and Acceptance of Responsibility

1. The Company acknowledges and agrees that the Office will file the attached one-count criminal Information in the United States District Court for the District of Columbia charging the Company with knowingly and willfully conspiring to defraud the United States and to violate the International Emergency Economic Powers Act ("IEEPA") and the Trading With the Enemy Act ("TWEA"), in violation of Title 18, United States Code, Section 371. In so doing, the Company: (a) knowingly waives its right to indictment on this charge, as well as all rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); and (b) knowingly waives for purposes of this Agreement and any charges by the United States

arising out of the conduct described in the attached Factual Statement 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 District of Columbia.

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 Factual Statement attached hereto as Attachment A and incorporated by reference into this Agreement, and that the allegations described in the Information and the facts described in Attachment A are true and accurate. Should the Office pursue the prosecution that is deferred by this Agreement, the Company stipulates to the admissibility of the Factual Statement in any proceeding, including any trial, guilty plea, or sentencing proceeding, and will not contradict anything in the Factual Statement at any such proceeding.

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 (3) years from that date (the "Term"). The Company agrees, however, that, in the event the Office determines, in its sole discretion, that the Company has knowingly violated any provision of this Agreement, an extension or extensions of the term of the Agreement may be imposed by the Office, in its sole discretion, for up to a total additional time period of one year, without prejudice to the Office's right to proceed as provided in Paragraphs 15 through 19 below. Any extension of the Agreement extends all terms of this Agreement, including the terms of the reporting requirement in Paragraph 12, for an equivalent period. Conversely, in the event the Office finds, in its sole discretion, that there exists a change

in circumstances sufficient to eliminate the need for the reporting requirement in Paragraph 12, and that the other provisions of this Agreement have been satisfied, the Term of the Agreement may be terminated early.

Relevant Considerations

4. The Office enters into this Agreement based on the individual facts and circumstances presented by this case and the Company. Among the factors considered were the following: (a) the Company's willingness to acknowledge and accept responsibility for the actions of its officers, directors, employees, and agents as charged in the Information and as set forth in the Factual Statement; (b) the Company's extensive remedial actions taken to date, which are described in the Factual Statement; (c) the Company's agreement to continue to enhance its sanctions compliance program; (d) the Company's agreement to continue to cooperate with the Office in any ongoing investigation of the conduct of the Company and its current or former directors, officers, employees, agents, and consultants as provided in Paragraph 5 below, (e) the Company's willingness to settle any and all civil and criminal claims currently held by the Office for any act within the scope of the Factual Statement; (f) the Company's historical cooperation with the Office, including conducting an extensive internal investigation, voluntarily making U.S. and foreign employees available for interviews, and collecting, analyzing, and organizing voluminous evidence and information for the Office; and (g) the Company's agreement to engage in prospective cooperation efforts, to include, among other things, the Company's continued remediation efforts and commitment to future compliance enhancements as described in paragraphs 10 and 11.

Future Cooperation and Disclosure Requirements

5. The Company shall cooperate fully with the Office in any and all matters relating to the conduct described in this Agreement and Attachment A and other conduct under investigation by this Office, at any time during the Term of this Agreement, subject to applicable laws and regulations, and the attorney-client privilege and attorney work product doctrine, until the date upon which all investigations and prosecutions arising out of such conduct are concluded, whether or not those investigations and prosecutions are concluded within the term specified in Paragraph 3. At the request of the Office, the Company shall also cooperate fully with other domestic or foreign law enforcement and regulatory authorities and agencies in any investigation of the Company, its parent company or its affiliates, or any of its present or former officers, directors, employees, agents, and consultants, or any other party, in any and all matters relating to the conduct described in this Agreement and Attachment A and other conduct under investigation by this Office, at any time during the Term of this Agreement, subject to applicable laws and regulations and the attorney-client privilege and attorney work product doctrine. 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 not protected by a valid claim of attorney-client privilege or attorney work product doctrine, and subject to applicable laws and regulations, with respect to its activities occurring in whole or in part during the term of this Agreement, those of its parent company 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, related to investigations by the

Department of Justice known to the Company or about which the Office may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of the Company to provide to the Office, upon request, any document, record or other tangible evidence about which the Office may inquire of the Company.

b. Upon request of the Office, the Company shall designate knowledgeable employees, agents or attorneys to provide to 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. Upon request of the Office, the Company shall, at its cost, use its best efforts to make available for interviews or testimony, as requested by 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. Upon request of the Office, the Company shall use its good faith efforts to identify additional witnesses who, to the Company's knowledge, may have material information concerning this investigation and notify the Office.

e. With respect to any information, testimony, documents, records or other tangible evidence provided to 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, of such materials as the Office, in its sole discretion, shall deem appropriate.

f. Upon request of the Office, the Company shall provide information, materials, and testimony as necessary or requested to identify or to establish the original location, authenticity, or other basis for admission into evidence of documents or physical evidence in any criminal or judicial proceeding.

6. In addition to the obligations in Paragraph 5, during the Term of the Agreement, should the Company learn of credible evidence or allegations of any violation of the International Emergency Economic Powers Act by the Company, the Company shall promptly report such evidence or allegations to the Office.

7. Nothing in this Agreement shall be construed to require the Company to produce any documents, records or tangible evidence, or other information that are protected by the attorney-client privilege, attorney work product doctrine, or that is prohibited from disclosure by French or other applicable laws or by the rules and regulations of banking regulators regarding the disclosure of confidential supervisory information.

Forfeiture

8. As a result of the conduct described in the Information and the Factual Statement, the Company agrees to make a payment in the amount of $312 million ("the Forfeiture Amount"). The Forfeiture Amount consists of a $156 million payment to the Office and a $156 million payment to the New York County District Attorney's Office ("DANY"). [1]

[1] Pursuant to a Deferred Prosecution Agreement that the Company will enter into with DANY, the Company has agreed to pay separately $156 million to DANY for violations of New York State Penal Law Section 175.10.

a. The Company agrees that the facts contained in the Information and the Factual Statement establish that the Forfeiture Amount is subject to civil forfeiture to the United States and that this Agreement, the Information, and the Factual Statement shall be attached and incorporated into a civil forfeiture complaint (the "Civil Forfeiture Complaint"), a copy of which is attached hereto as Attachment C, that will be filed against the $156 million payment to the Office. The Company further agrees that the funds used to pay the Forfeiture Amount were funds involved in transactions which promoted the carrying on of the conspiracy to violate IEEPA. Specifically, the funds used to pay the Forfeiture Amount are a portion of the Company's assets which facilitated the $312 million in illegal transactions. The Company agrees that there is a substantial connection between the funds used to pay the Forfeiture Amount and the offense alleged in the Civil Forfeiture Complaint. The Company agrees to sign any documents necessary to effectuate forfeiture of the Forfeiture Amount, including a stipulation as to the involvement of the Forfeiture Amount in the transactions in violation of IEEPA.

b. By this Agreement, the Company expressly waives all constitutional and statutory challenges in any manner to the Civil Forfeiture Complaint carried out in accordance with this Agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment. The Company also waives service of the Civil Forfeiture Complaint and *in rem* jurisdiction as to the Forfeiture Amount. The Company further agrees to the entry of a Final Order of Forfeiture against the Forfeiture Amount.

c. The Company shall release any and all claims it may have to the Forfeiture Amount and execute such documents as necessary to accomplish the forfeiture of the funds. The Company agrees that it will not file a claim with the Court or otherwise contest the

civil forfeiture of the Forfeiture Amount and will not assist a third party in asserting any claim to the Forfeiture Amount. The Company certifies that the funds used to pay the Forfeiture Amount are not the subject of any lien, security agreement, or other encumbrance. Transferring encumbered funds or failing to pass clean title to these funds in any way will be considered a breach of this agreement.

d. The Company agrees that the Forfeiture Amount shall be treated as a penalty paid to the United States government for all purposes, including tax purposes. The Company agrees that it will not claim, assert, or apply for a tax deduction or tax credit with regard to any federal, state, local, or foreign tax for any fine or forfeiture paid pursuant to this Agreement.

e. The Company shall transfer the Forfeiture Amount to the United States within five (5) business days after executing this Agreement (or as otherwise directed by the Office following such period) and shall pay any associated transfer fees. Such payment shall be made pursuant to wire instructions provided by the Office. If the Company fails to timely make the payment required under this paragraph, interest (at the rate specified by 28 U.S.C. § 1961) shall accrue on the unpaid balance through the date of payment, unless the Office, in its sole discretion, chooses to reinstate prosecution pursuant to Paragraphs 15 through 19, below.

f. The Forfeiture Amount paid is final and shall not be refunded should the Government later determine that the Company has breached this Agreement and commences a prosecution against the Company. In the event of a breach of this Agreement and subsequent prosecution, the Government may pursue additional civil and criminal forfeiture in excess of the Forfeiture Amount. The Government agrees that in the event of a subsequent breach and

prosecution, it will recommend to the Court that the amounts paid pursuant to this Agreement be offset against whatever forfeiture the Court shall impose as part of its judgment. The Company understands that such a recommendation will not be binding on the Court.

Conditional Release from Liability

9. Subject to Paragraphs 15 through 19, the Office agrees, except as provided herein, that it will not bring any criminal or civil case against the Company or any parents, subsidiaries, affiliates, predecessors, successors or assigns of the Company relating to any of the conduct described in the Factual Statement, attached hereto as Attachment A, or the criminal information filed pursuant to this Agreement, or disclosed by the Company or its subsidiaries or affiliates to the Office during the course of this investigation prior to the date on which this Agreement was signed. The Office, however, may use any information related to the conduct described in the attached Factual Statement against the Company: (a) in a prosecution for perjury or obstruction of justice; (b) in a prosecution for making a false statement; (c) in a prosecution or other proceeding relating to any crime of violence; or (d) in a prosecution or other proceeding relating to a violation of any provision of Title 26 of the United States Code.

a. This Agreement does not provide any protection against prosecution for any future conduct by the Company.

b. This Agreement does not provide any protection against prosecution for conduct that is not referenced in Attachment A or disclosed by the Company or its subsidiaries or affiliates to the Department during the course of this investigation prior to the date on which this Agreement was signed.

c. This Agreement does not provide any protection against prosecution of any present or former officer, director, employee, individual shareholder, agent, consultant, contractor, or subcontractor of the Company for any violations committed by them.

Corporate Compliance Program

10. The Company represents that it has implemented and will continue to implement throughout the Term of this Agreement, a compliance and ethics program designed to prevent and detect violations of Title 50, United States Code, Section 1705, and the regulations issued thereunder, throughout its operations, including those of its affiliates, agents, and joint ventures the Company can control whose operations include managing client accounts for clients subject to the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC") sanctions, processing payments denominated in United States Dollars, and directly or indirectly supervising such operations.

11. In order to address any deficiencies in its sanctions compliance programs, the Company represents that it shall:

a. Continue to apply the OFAC sanctions list to United States Dollar ("USD") transactions, the acceptance of customers, and all USD cross-border Society for Worldwide Interbank Financial Telecommunications ("SWIFT") incoming and outgoing messages involving payment instructions or electronic transfer of funds;

b. Except as otherwise permitted by United States law, not knowingly undertake any USD cross-border electronic funds transfer or any other USD transaction for, on behalf of, or in relation to any person or entity resident or operating in, or the governments of,

Iran, North Korea, the Sudan (except for those regions and activities exempted from the United States embargo by Executive Order No. 13412), Syria, Cuba, or Burma;

c. Continue to complete Financial Economic Crime sanctions training, covering U.S., U.N., and E.U. sanctions and trade control laws for all employees (1) involved in the processing or investigation of USD payments and all employees and officers who directly or indirectly are supervising these employees, (2) involved in execution of USD denominated securities trading orders and all employees and officers who directly or indirectly are supervising these employees; and (3) involved in transactions or business activities involving any nation or entity subject to U.S., E.U., or U.N. sanctions, including the execution of cross-border payments;

d. Continue to apply its written policy requiring the use of SWIFT Message Type ("MT") MT 202COV bank-to-bank payment message where appropriate under SWIFT Guidelines, and by the date of the first report required by Paragraph 12, certify continuing application of that policy;

e. Continue to apply and implement compliance procedures and training designed to ensure that the Company's compliance officer in charge of sanctions is made aware in a timely manner of any known requests or attempts by any entity (including, but not limited to, the Company's customers, financial institutions, companies, organizations, groups, or persons) to withhold or alter its name or other identifying information where the request or attempt appears to be related to circumventing or evading U.S. sanctions laws. The Company's Head of Compliance, or his or her designee, shall report to the Office in a timely manner, the name and contact information, if available to the Company, of any entity that makes such a request, subject to any applicable laws, including any data privacy or bank secrecy laws;

f. Maintain the electronic database of SWIFT MT payment messages and all documents and materials produced by the Company to the United States as part of this investigation relating to USD payments processed during the period from August 2003 through September 2008 in electronic format during the period of this Agreement, including any extensions;

g. Abide by any and all requirements of the Settlement Agreement, dated October 19, 2015, by and between OFAC and the Company regarding remedial measures or other required actions related to this matter;

h. Abide by any and all requirements of the Cease and Desist Order, dated October 19, 2015, by and between the Board of Governors of the Federal Reserve System ("Federal Reserve"), and the Company regarding measures or other required actions related to this matter;

i. Abide by and all requirements of the Consent Order, dated October 19, 2015, by and between the New York Department of Financial Services ("DFS") and the Company regarding remedial measures or other required actions related to this matter;

j. The Company shall share with the Office any reports, disclosures, or information that the Company, by terms of the Settlement Agreement, the Cease and Desist order and Consent Order, is required to provide to OFAC, the Federal Reserve, and DFS, subject to receiving the required approvals and consents from OFAC, the Federal Reserve, or DFS. The Company further agrees that any compliance consultant or monitor imposed by the Federal Reserve or DFS shall, at the Company's own expense, submit to the Office any report that it

submits to the Federal Reserve or DFS, subject to receiving the required approvals and consents from the Federal Reserve or DFS; and

k. Notify the Office of any criminal, civil, administrative or regulatory investigation, inquiry, or action, of the Company or its current directors, officers, employees, consultants, representatives, and agents related to the Company's compliance with United States sanctions laws, to the extent permitted by the agency conducting the investigation or action and applicable laws.

Prospective Corporate Compliance Reporting Throughout Duration of Term of Agreement

12. The Company agrees that it will report to the Office every 90 days during the term of the Agreement regarding remediation and implementation of the compliance measures described in Paragraphs 10 and 11. Such reports must include specific and detailed accounts of the Company's sanctions compliance improvements. At the end of the term of the Agreement, the Company's Head of Compliance must certify via his or her signature that the Company's sanctions compliance improvements have been completed.

Deferred Prosecution

13. In consideration of: (a) the past and future cooperation of the Company described in Paragraphs 5 and 6 above; (b) the Company's forfeiture of $312 million; and (c) the Company's implementation and maintenance of remedial measures as described in Paragraphs 10 and 11 above, the Office agree that any prosecution of the Company, or any parents, subsidiaries, affiliates, predecessors, successors or assigns of the Company, for the conduct set forth in the attached Factual Statement, and for the conduct that the Company

disclosed to the Office prior to the signing of this Agreement, be and hereby is deferred for the Term of this Agreement.

14. The Office further agrees that so long as the Company fully complies with all of its obligations under this Agreement, the Office will not continue the criminal prosecution against the Company, or any parents, subsidiaries, affiliates, predecessors, successors or assigns of the Company, described in Paragraph 1, or proceed by separate indictment of or otherwise pursue criminal or civil charges against the Company, or any parents, subsidiaries, affiliates, predecessors, successors or assigns of the Company, in relation to the conduct described in this Agreement and Attachment A, or disclosed by the Company to the Office during the course of this investigation prior to the date on which this Agreement was signed and, at the conclusion of the Term, this Agreement shall expire. Within thirty (30) days of the Agreement's expiration, the Office shall seek dismissal with prejudice of the criminal Information filed against the Company described in Paragraph 1, and agree not to file charges in the future against the Company, or any parents, subsidiaries, affiliates, predecessors, successors or assigns of the Company, based on the conduct described in this Agreement and Attachment A, or disclosed by the Company or its subsidiaries or affiliates to the Office during the course of this investigation prior to the date on which this Agreement was signed.

Breach of the Agreement

15. If, during the Term of this Agreement, the Company (a) commits any felony under United States federal law; (b) provides in connection with this Agreement deliberately false, incomplete, or misleading information; (c) fails to cooperate as set forth in Paragraphs 5 and 6 of this Agreement; (d) fails to implement a compliance program as set forth in

Paragraphs 10 and 11 of this Agreement; or (e) otherwise fails specifically to perform or to fulfill completely each of the Company's obligations under the Agreement, the Company shall thereafter be subject to prosecution for any federal criminal violation of which the Office has knowledge, including, but not limited to, the charges in the Information described in Paragraph 1, which may be pursued by the Office in the United States District Court for the District of Columbia or any other appropriate venue. Determination of whether the Company has breached the Agreement and whether to pursue prosecution of the Company shall be in the Office's sole discretion. Any such prosecution may be premised on information provided by the Company. Any such prosecution relating to the conduct described in the attached Factual Statement or relating to conduct known to the Office prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against the Company, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the expiration of the Term plus one year. Thus, by signing this Agreement, the Company agrees that the statute of limitations with respect to any such prosecution that is not time-barred on the date of the signing of this Agreement shall be tolled for the Term plus one year.

16. In the event the Office determines that the Company has breached this Agreement, the Office agrees to provide the Company with written notice of such breach prior to instituting any prosecution resulting from such breach. Within thirty (30) days of receipt of such notice, the Company shall have the opportunity to respond to the Office in writing to explain the nature and circumstances of such breach, as well as the actions the Company has taken to

address and remediate the situation, which explanation the Office shall consider in determining whether to pursue prosecution of the Company.

17. In the event that the Office determines that the Company has breached this Agreement: (a) all statements made by or on behalf of the Company to the Office or to the Court, including the attached Factual Statement, and any testimony given by the Company before a grand jury, a court, or any tribunal, or at any legislative hearings, whether prior or subsequent to this Agreement, and any leads derived from such statements or testimony, shall be admissible in evidence in any and all criminal proceedings brought by the Office against the Company; and (b) the Company shall not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that any such statements or testimony made by or on behalf of the Company prior or subsequent to this Agreement, or any leads derived therefrom, should be suppressed or are otherwise inadmissible. The decision whether conduct or statements of any current director, officer or employee, or any person acting on behalf of, or at the direction of, the Company, will be imputed to the Company for the purpose of determining whether the Company has violated any provision of this Agreement shall be in the sole discretion of the Office.

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

19. No later than 90 days prior to the expiration of the period of deferred prosecution specified in this Agreement, the Company, by the Head of Compliance, will certify to the Office that the Company has met its disclosure obligations pursuant to Paragraphs 5 and 6 of this Agreement. Such 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 it will be deemed to have been made in the judicial district in which this Agreement is filed.

Sale or Merger of Company

20. Except as may otherwise be agreed by the parties hereto in connection with a particular transaction, the Company agrees that in the event it sells, merges, or transfers all or substantially all of its business operations as they exist as of the date of this Agreement, whether such sale is structured as a sale, asset sale, merger, or transfer, it shall include in any contract for sale, merger, or transfer a provision binding the purchaser, or any successor in interest thereto, to the obligations described in this Agreement.

Public Statements by Company

21. The Company expressly agrees that it shall not, through present or future attorneys, officers, directors, employees, agents or any other person authorized to speak for the Company make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by the Company set forth above or the facts described in the attached Factual Statement. Any such contradictory statement shall, subject to cure rights of the Company described below, constitute a breach of this Agreement, and the Company thereafter shall be subject to prosecution as set forth in Paragraphs 15 through 19 of this Agreement. The decision whether any public statement by any such person contradicting a fact contained in the Factual

Statement will be imputed to the Company for the purpose of determining whether it has breached this Agreement shall be at the sole discretion of the Office. If the Office determines that a public statement by any such person contradicts in whole or in part a statement contained in the Factual Statement, the Office shall so notify the Company, and the Company may avoid a breach of this Agreement by publicly repudiating such statement(s) within five (5) business days after notification. The Company shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the Factual Statement provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the Factual Statement. This Paragraph does not apply to any statement made by any present or former officer, director, employee, or agent of the Company in the course of any criminal, regulatory, or civil case initiated against such individual or by such individuals against the Company, unless such individual is speaking on behalf of the Company.

22. The Company agrees that if it, its parent company, or any of its direct or indirect subsidiaries or affiliates issues a press release or holds any press conference in connection with this Agreement, the Company shall first consult with the 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 Office and the Company; and (b) whether the Office has any objection to the release.

23. The Office agrees, if requested to do so, to bring to the attention of law enforcement and regulatory authorities the facts and circumstances relating to the nature of the conduct underlying this Agreement, including the nature and quality of the Company's cooperation and remediation. By agreeing to provide this information to such authorities, the

Office is not agreeing to advocate on behalf of the Company, but rather is agreeing to provide facts to be evaluated independently by such authorities.

Limitations on Binding Effect of Agreement

24. This Agreement is binding on the Company 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 Office will bring the cooperation of the Company and its compliance with its other obligations under this Agreement to the attention of such agencies and authorities if requested to do so by the Company. This agreement does not bind any affiliates or subsidiaries of the Company, other than those that are parties to this Agreement, but is binding on the Company itself. To the extent the Company's compliance with this agreement requires it, the Company agrees to ensure that its wholly-owned subsidiaries, and any successors and assigns, comply with the requirements and obligations set forth in this agreement, to the full extent permissible under locally applicable laws and regulations, and the instructions of local regulatory agencies.

Notice

25. Any notice to the Office under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to Channing D. Phillips, United States Attorney for the District of Columbia, 555 4th Street NW, Washington, DC 20530. Any notice to the Company under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to Bruno Fontaine, General Counsel, Crédit Agricole Corporate &

Investment Bank, 9 Quai du Président Paul Doumer, 92920 Paris La Défense Cedex, France. Notice shall be effective upon actual receipt by the Office or the Company.

Complete Agreement

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

AGREED:

FOR CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK:

Date: 10-19-15 By: _____

Bruno Fontaine
Crédit Agricole Corporate & Investment Bank

Date: 10/19/15 By: _____

Keith D. Krakaur
Jamie L. Boucher
Ryan D. Junck
Skadden, Arps, Slate, Meagher & Flom LLP

FOR THE UNITED STATES ATTORNEY'S OFFICE:

CHANNING D. PHILLIPS
UNITED STATES ATTORNEY

Date: 10/19/15 BY: _____

Matt Graves
Maia L. Miller
Assistant United States Attorneys

COMPANY OFFICER'S CERTIFICATE

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

I have carefully reviewed the terms of this Agreement with the Board of Directors of the Company. I have advised and caused outside counsel for the Company to advise the Board of Directors fully of the rights of the Company, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into the Agreement.

No promises or inducements have been made other than those contained in this Agreement. Furthermore, no one has threatened or forced me, or to my knowledge any person authorizing this Agreement on behalf of the Company, in any way to enter into this Agreement. I am also satisfied with outside counsel's representation in this matter. I certify that I am the General Counsel for the Company and that I have been duly authorized by the Company to execute this Agreement on behalf of the Company.

Date: 10-19-2015

CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK

By: _____

Bruno Fontaine
General Counsel

CERTIFICATE OF COUNSEL

I am counsel for Crédit Agricole Corporate & Investment Bank (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 Sentencing Guidelines' provisions and of the consequences of entering into this Agreement. To my knowledge, the decision of the Company to enter into this Agreement, based on the authorization of the Board of Directors, is an informed and voluntary one.

Date: 10/19/15

By: _____

Keith D. Krakaur
Jamie L. Boucher
Ryan D. Junck
Skadden, Arps, Slate, Meagher & Flom LLP
Counsel for Crédit Agricole Corporate & Investment Bank

ATTACHMENT A

FACTUAL STATEMENT

Introduction

1. This Factual Statement is made pursuant to, and is part of, the Deferred Prosecution Agreement dated October 19, 2015, between the United States Attorney's Office for the District of Columbia ("USAO-DC") and Crédit Agricole Corporate and Investment Bank ("CACIB"), a French bank that previously operated under the name, "Calyon," and between the New York County District Attorney's Office ("DANY") and CACIB. CACIB admits, accepts, and acknowledges that it is responsible for the acts of its officers, directors, employees, and agents as set forth below. Should USAO-DC or DANY pursue the prosecution that is deferred by this Agreement, CACIB agrees that it will neither contest the admissibility of, nor contradict, this Factual Statement in any proceeding.

2. Pursuant to U.S. law, financial institutions, including CACIB, are prohibited from participating in certain financial transactions involving persons, entities, and countries subject to U.S. economic sanctions. The United States Department of the Treasury's Office of Foreign Assets Control ("OFAC") promulgates economic sanctions, including regulations for sanctions related to specific countries, as well as sanctions related to Specially Designated Nationals ("SDNs").[1]

3. From at least in or around August 2003 up through and including September 2008, CACIB, through its subsidiary in Switzerland, Crédit Agricole (Suisse) SA ("CAS"), and its predecessor entities, Crédit Agricole Indosuez (Suisse) SA ("CAIS")

[1] SDNs are individuals and companies specifically designated as having their assets blocked from the U.S. financial system by virtue of being owned or controlled by, or acting for or on behalf of, targeted countries, as well as individuals, groups, and entities, such as terrorists and narcotics traffickers, designated under programs that are not country-specific.

and Crédit Lyonnais (Suisse) SA ("CLS"), violated U.S. and New York State laws by sending prohibited payments through the U.S. financial system on behalf of entities subject to U.S. economic sanctions. In an effort to evade detection by U.S. bank personnel as well as U.S. authorities, CAS and its predecessor entities knowingly, intentionally, and willfully concealed the sanctioned entities' involvement with these transactions. Consequently, U.S. and New York financial institutions processed transactions that otherwise should have been rejected, blocked, or stopped for investigation pursuant to regulations promulgated by OFAC relating to transactions involving sanctioned countries and parties.

4. The conduct of CAS and its predecessor entities included, among other things, (i) sending payments on behalf of sanctioned customers without reference to the payments' origin; (ii) eliminating payment data that would have revealed the involvement of sanctioned countries with the specific intent to evade U.S. sanctions; and (iii) using alternative payment methods to mask the involvement of sanctioned entities, including the use of two payment messages, for payments involving sanctioned financial institutions that were sent to the United States.

5. By providing banking services on behalf of sanctioned entities, CAS and its predecessor entities: (i) prevented detection by U.S. regulatory and law enforcement authorities of financial transactions that violated U.S. sanctions; (ii) prevented U.S. financial institutions from filing required reports with the U.S. government; (iii) caused false information to be recorded in the records of U.S. financial institutions; (iv) caused U.S. financial institutions not to make records that they otherwise would have been required by U.S. law to make; and (v) caused false entries to be made in the business

records of financial institutions located in New York, New York. These payment methods deceived U.S. financial institutions and created the false appearance that the transactions had no connection to sanctioned entities.

CACIB's Business Organization and Assets

6. Crédit Agricole S.A. ("CASA") is currently the largest retail banking group in France and one of the largest retail banking groups in Europe. As of December 31, 2014, CASA had €1.59 trillion of consolidated assets. CASA is headquartered in Montrouge, France. CASA has a number of subsidiaries and affiliates, including, among others, CACIB and Crédit Lyonnais ("CL"). CL was ultimately rebranded "LCL" and continues to operate an extensive retail banking network in France. The CASA group has a presence in over 60 countries, with 11,300 branches worldwide. CASA is listed on the Paris Stock Exchange (Euronext Paris). CASA acquired CL in and around 2003.

7. CACIB is the result of a 2004 transfer of the corporate and investment banking operations of CL to another CASA subsidiary, Crédit Agricole Indosuez ("CAI"). CACIB initially operated under the name "Calyon." In 2010, it began operating under its current name, CACIB. Hereinafter, regardless of whether the entity was operating under the name "Calyon" or "CACIB," the entity is identified as CACIB.

8. CLS was a subsidiary of CL that CL operated in Switzerland prior to CASA's acquisition of CL.

9. CAIS was a subsidiary of CAI that CAI operated in Switzerland prior to CASA's acquisition of CL.

10. CAS was formed in March 2005. CACIB combined the operations of CLS and CAIS to form CAS.

11. Since at least 1997, CAI, and subsequently CACIB, had a license issued by the state of New York to operate as a foreign bank branch in New York, New York. Prior to the 2004 merger, CL had a license issued by the state of New York to operate as a foreign bank branch in New York, New York.

Applicable Law

The International Emergency Economic Powers Act

12. The International Emergency Economic Powers Act ("IEEPA"), 50 U.S.C. §§ 1701-1706, authorized the President of the United States ("the President") to impose economic sanctions on a foreign country in response to an unusual or extraordinary threat to the national security, foreign policy, or economy of the United States when the President declared a national emergency with respect to that threat.

13. It is a crime to willfully violate, attempt to violate, conspire to violate, or cause a violation of any license, order, regulation, or prohibition issued under IEEPA.

The Sudanese Sanctions

14. On November 3, 1997, President Clinton issued Executive Order No. 13067, which imposed a trade embargo against Sudan and blocked all property and interests in property of the Government of Sudan. Effective July 1, 1998, OFAC issued the Sudanese Sanctions Regulations ("SSR"), 31 C.F.R. Part 538, to implement Executive Order No. 13067. On October 13, 2006, President George W. Bush issued Executive Order No. 13412 (collectively with Executive Order No. 13067, the "Sudanese Executive Orders"), which continued the comprehensive blocking of the Government of Sudan imposed by Executive Order No. 13067, but exempted the then-regional Government of South Sudan from the definition of the Government of Sudan. The

Sudanese Executive Orders prohibited virtually all trade and investment activities between the United States and Sudan, including, but not limited to, broad prohibitions on: (i) the importation into the United States of goods or services from Sudan; (ii) the exportation or re-exportation of any goods, technology, or services from the United States or by a U.S. person to Sudan; and (iii) trade- and service-related transactions with Sudan by U.S. persons, including financing, facilitating, or guaranteeing such transactions. The Sudanese Executive Orders further prohibited "[a]ny transaction by any U.S. person or within the U.S. that evades or avoids, or has the purposes of evading or avoiding, or attempts to violate any of the prohibitions set forth in [the SSR]." With the exception of certain exempt or authorized transactions, OFAC regulations implementing the Sudanese sanctions generally prohibited the export of services to Sudan from the United States.

The Burmese Sanctions

15. In May 1997, President Clinton, pursuant to IEEPA, issued Executive Order No. 13047, finding that "the actions and policies of the Government of Burma constitute an unusual and extraordinary threat to the national security and foreign policy of the United States" and "declare[d] a national emergency to deal with that threat." The Executive Order prohibited new investment in Burma by U.S. persons. The Executive Order also prohibited "any approval or other facilitation by a United States person, wherever located, of a transaction by a foreign person where the transaction would constitute new investment in Burma" and "any transaction by a United States person or within the United States that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions" set forth in the OFAC regulations.

16. In July 2003, President Bush signed the Burmese Freedom and Democracy Act of 2003 ("BFDA") to restrict the financial resources of Burma's ruling military junta, and issued Executive Order No. 13310, which blocked all property and interest in property of other individuals and entities meeting the criteria set forth in that order. President Bush subsequently issued Executive Order Nos. 13448 and 13464, expanding the list of persons and entities whose property must be blocked. Executive Order No. 13310 also prohibited the importation into the U.S. of articles that are a product of Burma and the exportation or re-exportation to Burma of financial services from the U.S., or by U.S. persons, wherever located. The "exportation or re-exportation of financial services to Burma" is defined to include the transfer of funds, directly or indirectly, from the U.S.

The Iranian Sanctions

17. On March 15, 1995, President William J. Clinton issued Executive Order No. 12957, finding that "the actions and policies of the Government of Iran constitute an unusual and extraordinary threat to the national security, foreign policy, and economy of the United States," and declaring "a national emergency to deal with that threat."

18. President Clinton followed this with Executive Order No. 12959, issued on May 6, 1995, which imposed comprehensive trade and financial sanctions on Iran. These sanctions prohibited, among other things, the exportation, re-exportation, sale, or supply, directly or indirectly, to Iran or the Government of Iran of any goods, technology, or services from the United States or by U.S. persons, wherever located. This included persons in a third country with knowledge or reason to know that such goods, technology, or services are intended specifically for supply, transshipment, or re-exportation, directly

or indirectly, to Iran or the Government of Iran. On August 19, 1997, President Clinton issued Executive Order No. 13059, consolidating and clarifying Executive Order Nos. 12957 and 12959 (collectively, the "Executive Orders"). The Executive Orders authorized the U.S. Secretary of the Treasury to promulgate rules and regulations necessary to carry out the Executive Orders. Pursuant to this authority, the Secretary of the Treasury promulgated the Iranian Transaction Regulations ("ITRs"),[2] 31 C.F.R. Part 560, implementing the sanctions imposed by the Executive Orders.

19. With the exception of certain exempt transactions, the ITRs prohibited, among other things, U.S. depository institutions from servicing Iranian accounts and directly crediting or debiting Iranian accounts. One such exception would be transactions for which a validated export license had been obtained from OFAC, which is located in the District of Columbia. The ITRs also prohibit transactions that evade or avoid, have the purpose of evading or avoiding, or attempt to evade or avoid the restrictions imposed under the ITRs. The ITRs were in effect at all times relevant to the conduct described below.

20. While the ITRs promulgated for Iran prohibited USD transactions, they contained a specific exemption for USD transactions that did not directly credit or debit a U.S. financial institution. This exemption is commonly known as the "U-turn exemption."

21. The U-turn exemption permitted banks to process Iranian USD transactions that began and ended with a non-U.S. financial institution, but were cleared through a U.S. correspondent bank. In relevant part, the ITRs provided that U.S. banks

[2] Effective October 22, 2012, the Department of the Treasury renamed and reissued the ITRs as the Iranian Transactions and Sanctions Regulations.

were "authorized to process transfers of funds to or from Iran, or for the direct or indirect benefit of persons in Iran or the Government of Iran, if the transfer . . . is by order of a foreign bank which is not an Iranian entity from its own account in a domestic bank . . . to an account held by a domestic bank . . . for a [second] foreign bank which is not an Iranian entity." 31 C.F.R. §560.516(a)(1). That is, a USD transaction to or for the benefit of Iran could be routed through the United States as long as a non-U.S. offshore bank originated the transaction and the transaction terminated with a non-U.S. offshore bank. These U-turn transactions were only permissible where no U.S. person or entity had direct contact with the Iranian bank or customer and were otherwise permissible (e.g., the transactions were not on behalf of an SDN).

22. Effective November 10, 2008, OFAC revoked the U-turn exemption for Iranian transactions. As of that date, U.S. depository institutions were no longer authorized to process Iranian U-turn payments.

23. At no time did CACIB or its co-conspirators apply for, receive, or possess a license or authorization from OFAC for any of the unlawful transactions discussed below.

The Trading with the Enemy Act & Cuban Asset Control Regulations

24. Beginning with Executive Orders issued in 1960 and 1962, which found that the actions of the Government of Cuba threatened the U.S. national and hemispheric security, the United States has maintained an economic embargo against Cuba through the enactment of various laws and regulations. Pursuant to the Trading with the Enemy Act ("TWEA"), 12 U.S.C. Section 95a et seq., OFAC has promulgated a series of rules

and regulations that prohibit virtually all financial and commercial dealings with Cuba, Cuban businesses, and Cuban assets.

25. Unless authorized by OFAC, the Cuban Assets Control Regulations ("CACRs") prohibit persons subject to the jurisdiction of the United States from engaging in financial transactions involving or benefiting Cuba or Cuban nationals, including all "transfers of credit and all payments" and "transactions in foreign exchange." 31 C.F.R. § 515.201(a). Furthermore, unless authorized by OFAC, persons subject to the jurisdiction of the United States are prohibited from engaging in transactions involving property in which Cuba or Cuban nationals have any direct or indirect interest, including all "dealings in . . . any property or evidences of indebtedness or evidences of ownership of property by any person subject to the jurisdiction of the United States" and all "transfers outside the United States with regard to any property or property interest subject to the jurisdiction of the United States." 31 C.F.R. § 515.201(b). The CACRs also prohibit any "transaction for the purpose or which has the effect of evading or avoiding any of the prohibitions" set forth in the OFAC regulations. 31 C.F.R. § 515.201(c).

USAO-DC Charge

26. USAO-DC has alleged, and CACIB accepts, that its conduct, as described herein, violated Title 18, United States Code, Section 371, because CACIB conspired to violate IEEPA, specifically Title 50, United States Code, Section 1705, which makes it a crime to willfully attempt to commit, conspire to commit, or aid and abet in the commission of any violation of the regulations prohibiting the export of services from the United States to Iran, Sudan, and Burma; and because CACIB conspired to violate

TWEA, specifically Title 50, United States Code appendix, Section 16, which makes it a crime to willfully violate any of the regulations prohibiting the performance of certain transactions with Cuba.

DANY Charge

27. DANY has alleged, and CACIB accepts, that its conduct, as described herein, violated New York State Penal Law Sections 175.05 (Falsifying Business Records in the Second Degree) and 175.10 (Falsifying Business Records in the First Degree), which make it a crime to, "with intent to defraud, . . . [m]ake[] or cause[] a false entry in the business records of an enterprise [(defined as any company or corporation)] . . . or [p]revent[] the making of a true entry or cause[] the omission thereof in the business records of an enterprise." Pursuant to New York State Penal Law section 175.10, it is a felony to Falsify Business Records, pursuant to New York State Penal Law section 175.05, when the "intent to defraud includes an intent to commit another crime or to aid or conceal the commission thereof."

International Customer Payments at CACIB

28. CACIB is a member of the Society for Worldwide Interbank Financial Telecommunications ("SWIFT") and historically has used the SWIFT system to transmit international payment messages to and from other financial institutions around the world, including its New York branch. There are a variety of different SWIFT message formats, depending on the type of payment or transfer to be executed. For example, when a bank customer sends an international wire payment, the de facto standard to execute such a payment is an MT 103 SWIFT message, and when a financial institution sends a bank-to-bank credit transfer the de facto standard is an MT 202 SWIFT message. The different

message types contain different fields of information to be completed by the sending party. During the relevant period, some of these fields were mandatory—that is, they had to be completed for a payment to be processed—and others were optional.

29. In general, U.S. dollar denominated transactions between two individuals or entities who reside outside the United States and who maintain accounts at different non-U.S. banks must transit through the United States through the use of SWIFT messages. This process is typically referred to as "clearing" through U.S. correspondent banks.

30. During the relevant time period, CACIB typically executed and processed international U.S. dollar denominated wire payments on behalf of clients in two ways. The first method, known as a "serial payment," was to send a single message, commonly referred to as an MT 103, to each financial institution in the transmission chain, identifying the originator and beneficiary of the U.S. dollar denominated payment. The second method, known as a "cover payment" involved sending two SWIFT messages in connection with a single payment. In the cover payment method, one message—typically an MT 103—identifying the originating customer and beneficiary of the payment, was sent directly from the customer's bank (i.e., Foreign Bank A) to the ultimate beneficiary's bank (i.e., Foreign Bank B) while a second message—typically an MT 202—identifying only the originating bank (but not the customer or the beneficiary) accompanied the funds as they transferred through the United States. During the relevant time period, cover payment messages typically did not require the sending bank to identify the party originating a payment or its ultimate beneficiary, whereas serial payment messages did.

As a result, the U.S.-based bank did not receive information needed to stop transactions involving sanctioned entities.

CACIB's System for Sanctioned Entities

31. Financial institutions in the United States that process U.S. dollar transactions from overseas, including CACIB's branch in New York ("CACIB NY"), are expected to screen financial transactions, including international wire payments effected through the use of SWIFT messages, to ensure such transactions do not violate U.S. sanctions. Because of the vast volume of wire payments processed by financial institutions in the United States, most institutions employ sophisticated computer software, commonly referred to as filters, to automatically screen all wire payment messages against a list of sanctioned entities. When the filters detect a possible match to a sanctioned entity, the payment is stopped and held for further manual review. When a financial institution detects a transaction that violates sanctions, the institution must "reject" the payment—that is, refuse to process or execute the payment and notify OFAC of the attempted transaction. If a party to the payment is an SDN, then the payment must be frozen or "blocked" and the bank must notify OFAC. The sending bank must then demonstrate to OFAC that the payment does not violate sanctions before the funds can be released and the payment processed.

32. During the relevant time period, CACIB NY utilized an automated OFAC filter that screened all incoming MT 103 and MT 202 payment messages, including all U.S. dollar denominated payment messages sent by CAS and other CACIB branches, using search terms to identify both SDNs and companies owned or controlled by SDNs, or persons located in targeted countries. CLS, CAIS, and CAS, for the duration of the

relevant period, failed to conduct comprehensive filtering akin to the type of filtering conducted by CACIB NY. After September 11, 2001, in accordance with Swiss regulations, CLS and CAIS added terrorists designated by OFAC—a subset of the SDN List—to their filters. However, CAS did not actually filter against the complete SDN List until after September 2005. And it was not until 2008 that CAS began filtering transactions to identify, in a comprehensive fashion, entities involved in transactions that were owned by, controlled by, or located in targeted countries.

CACIB'S Procedures And Policies Regarding Sanctioned Entities

33. During the review period, CACIB engaged in billions of dollars of lawful U-turn transactions involving Iran. While these transactions were permissible under OFAC regulations in effect at that time, it was CACIB policy to not disclose the Iranian connection of such transactions to any U.S. parties. In September 2005, CACIB London drafted a memorandum entitled *Special Treatment of Iranian Related Payments/Operational Risk* that directed that "no mention of Iran" should be "made on [the MT 202 cover payment]" to the U.S. correspondent banks. The memo noted the knowledge of "the various departments involved in this process i.e. front, middle and the back-office ... of this special treatment as procedures have been implemented to cover this aspect of operational risk." A separate cover memo to the memo stated that this matter had been vetted "through Compliance and Legal to ensure that all aspects are covered."

34. In particular, the memo stated that the bank had been "routing USD payments" in a manner that "prevent[ed] funds being seized by the U.S. authorities." Not surprisingly, personnel within the CACIB network viewed this policy as CACIB

memorializing a procedure for circumventing U.S. sanctions. For example, in a February 2006 email to a senior compliance officer at CAS, a senior manager within the Monitoring and Investigations Unit ("MOIN") noted "[a]lthough a note has been drawn up by the Group in particular for transactions in USD with Iran as the destination (commercial transactions/oil), the question finally arises of the implementation of *a payments system allowing the US embargo rules to be got around.*" (Emphasis added.)

35. Furthermore, on March 21, 2007, a Head Office Financial Security employee wrote in an email to another employee, "...on the express condition that the goods are never of Iranian origin or manufacture-this does not fall within the scope of the note. However, it is evident that in the event of flows and therefore of SWIFTs, references to IRAN in the free fields must be avoided, so as not to have to provide lengthy justification to the Yankee authorities." On March 22, 2007, the same employee approved an otherwise permissible U-turn transaction regarding goods of Iranian origin owned by a Turkish company if there was "No reference to the country of origin in the SWIFT 10X or 20X messages."

36. Similarly, in October 2005, an employee at CACIB Dubai—in response to press reports of ABN Amro's U.S. sanctions violations—referenced the use of cover payments for Iranian payments, specifically noting that the MT 202 message was to be sent "***without mentioning the name of the Iranian Bank, or any related reference to the concerned transaction,***" (emphasis in original), and questioned whether CACIB's practices were lawful. This email was ultimately forwarded to compliance personnel at CACIB NY, who promptly raised the issue with CACIB's compliance department in

Paris. In the course of raising concerns, a compliance officer at CACIB NY explained that the email raised concerns that "stripping" was occurring within the Bank's network.

37. On January 31, 2006, another CACIB NY compliance officer questioned the lack of transparency with cover payments, asking a senior manager responsible for compliance at CACIB Paris whether CACIB policy prohibited bank personnel from noting in MT 202s whether the bank-to-bank payment was related to an underlying customer payment (*i.e.*, an MT 103). The senior manager from CACIB Paris responded, stating that Paris reviewed and approved Iranian-related USD payments and that bank personnel were not precluded from noting that an MT 202 was related to an MT 103. But the senior manager failed to disclose that, for Iranian payments, CACIB Paris had a policy that precluded CACIB from mentioning Iran in messages sent through the United States related to U-turn payments. Accordingly, while CACIB NY Compliance personnel had the broadest knowledge of U.S. sanctions of any personnel within the CASA network, CACIB's, CLS's, CAIS's, and CAS's policies, procedures and/or practices for processing international payments involving sanctioned countries or entities removed CACIB NY compliance personnel, their filter, and their expertise from the review process.

CLS

38. From as early as 1997, certain CLS personnel were aware of the U.S. sanctions against Sudan and the fact that these sanctions applied to payments CLS sent through the United States. On November 11, 1997, a CLS senior commercial bank manager disseminated a memo reflecting the fact that Sudan had been added to the list of countries under U.S. embargo. Specifically, the memo stated that "it is strictly prohibited

to pass by a U.S. correspondent, or by C.L. New York." Again in 1998, the same employee wrote and disseminated a policy to CLS's Client Administration department directing that no transactions involving Iran, Sudan, or other sanctioned countries, could pass by a U.S. correspondent or CL New York. Specifically, the policy stated "[a]ll funds in USD in transit with U.S. banks, referring to governmental and non-governmental entities, as well as individuals residing in the above-mentioned countries are legally blocked."

39. CL New York compliance personnel also provided training to CLS compliance personnel on U.S. sanctions that explained that "OFAC imposes controls on transactions and can freeze foreign assets under U.S. jurisdiction."

40. Despite these directives and the training they received, CLS personnel allowed 11 Sudanese banks to maintain USD accounts with CLS, including six SDN banks, one of which was not on the SDN List, but was considered an SDN by operation of law, and processed payments from these accounts through the United States. Many of these payments were bank-to-bank transfers, which could be completed through a single MT 202 message. Because these types of transactions did not require the use of an MT 103, CLS could not obfuscate the sanctioned entities' involvement using the cover payment method. Accordingly, CLS created two MT 202s—one MT 202 message reflecting the involvement of a sanctioned entity that was sent directly to the payee's foreign bank, and a different MT 202 message that did not divulge such information that was sent to the U.S. correspondent banks.

41. An example of how this practice worked is reflected in a payment that occurred on or about September 9, 2004. CLS sent $1 million on behalf of one of its

sanctioned Sudanese clients for the benefit of a sanctioned Sudanese bank. In the MT 202 CLS sent to the Lebanese bank, at which the Sudanese bank held an account, both the Sudanese originator and the Sudanese beneficiary were listed. However, CLS failed to identify the ultimate beneficiary in the MT 202 message it sent to the U.S. correspondent bank and deceptively listed the Lebanese bank as the beneficiary of the transaction rather than the ultimate Sudanese beneficiary.

42. Two facts demonstrate that CLS's use of two MT 202 messages was a method for circumventing sanctions. First, additional fees were incurred by employing this process. The sanctioned entity sending such a payment would unnecessarily incur a fee for generating two MT 202s, when all of the lawful objectives of such a payment could be accomplished through a single payment message. Second, as a general rule, CLS processed payments using two MT 202 messages for Sudanese banks, while CLS processed bank-to-bank payments for non-sanctioned banks using a single MT 202 message. Specifically, from August 1, 2003 to March 1, 2005, CLS processed bank-to-bank payments using two MT 202 messages approximately 83% of the time for sanctioned Sudanese banks but only 11% of the time for non-sanctioned banks.

43. Furthermore, CLS policies made clear that its personnel were using cover payments in an effort to circumvent U.S. sanctions. For example, in an email dated March 23, 2004, a CLS senior back office manager disseminated a policy that required the ordering party be reflected on MT 202 messages, except for when a risk of embargo was possible.

44. In addition, throughout the relevant period, there were repeated instances of Sudanese banks, including one that was an SDN, requesting that CLS not mention its name in MT 202 messages sent to U.S. correspondent banks.

45. CLS also replaced client information in certain MT 103 messages with phrases such as "one of our clients" and "our good customer" to prevent the disclosure of ordering parties and beneficiaries covered by Swiss bank secrecy laws. This practice, however, prevented CL New York from determining whether any of the participants' involved in the transactions violated U.S. sanctions law.

46. In 2003, CL's Head Office circulated a memo stating that the phrases described above, among others, should not be used anymore and would be added to the filter. Despite this instruction, CLS continued to employ the practice of replacing client information with ambiguous phrases, such as, "one of our clients" and "our good customer."

47. On several occasions throughout the relevant period, CL New York learned—despite CLS's efforts—that a transaction involved a sanctioned entity and either blocked or rejected such a payment. CLS did not question CL New York about the applicability of U.S. sanctions laws to the transactions they sent through the United States. Moreover, CL New York explicitly reminded CLS compliance personnel that transactions that transit through the United States were subject to U.S. sanctions laws after some of these payments were rejected or blocked. By way of example, on or about August 28, 2003, a CL New York compliance officer sent an approximately two-page email to two CLS compliance personnel providing "a summary of the OFAC oversight

regulations requirements that affect both CLA [Crédit Lyonnais Americas] and CL entities that transact business through the United States."

48. Despite rejected payments and clear admonitions from CL New York, CLS persisted in sending non-transparent messages that violated U.S. sanctions laws through the United States. Indeed, for three transactions totaling approximately $50,000, CLS went so far as to resubmit rejected payments, removing the information that caused the initial payment to be rejected with the intent of completing the illegal transactions.

CAIS/CAS

49. In 2003, CAIS's Compliance department was divided into two groups: (1) Legal and Compliance, and (2) the Monitoring and Investigations unit ("MOIN"). Both were under the supervision of the Office of the General Secretary. Prior to 2004, Legal and Compliance had responsibility for U.S. sanctions compliance, meaning the business lines and operational units turned to, and relied upon, Legal and Compliance for guidance. In 2004, this responsibility was shifted from Legal and Compliance to MOIN.

50. Throughout the relevant period, certain CAIS and CAS personnel, including personnel within Legal and Compliance and MOIN, knew that U.S. sanctions laws applied to transactions that CAIS and CAS sent through the United States.

51. CAS developed policies and procedures to use cover payments (*i.e.*, MT 202 messages) which did not reference *any* sanctioned entity's involvement in transactions, fully recognizing that this payment method would conceal from CACIB NY and other U.S. financial institutions the fact that these transactions concerned sanctioned parties. CAS did not share its policies and procedures for processing international

payments with CACIB NY, and CACIB NY lacked access to CAS's systems that contained these policies and procedures.

52. As early as 2001, an attorney who was part of CAIS's management team sent an email to a CACIB employee based in Paris, which stated that "to the extent the process used by our establishment via our U.S. correspondent bank ([U.S. Bank 1]), and whereby our establishment erroneously misleads the latter as to the real beneficiary for the transfers...and by the designation of an institutional beneficiary instead and in place of the actual one...whose identity [the U.S. correspondent] is unaware, we could expose ourselves to various sanctions in the USA. To our knowledge, the majority of the Group entities operate in the same manner."

53. This knowledge was not limited at CAIS to the Legal and Compliance team. On February 2, 2004, a back office analyst made an internal note in the CAIS message system regarding omitting information in payment messages. She wrote, "[v]arious payments of ours were stopped by the U.S. banks, because within the text body of our instructions (MT 103 or 202), certain words such as Iraq, Iran, etc. were used, words which appear on the U.S. Banks automatic block list. Consequently, be vigilant and do not put too much detailed information in your payments, thus avoiding costly back values."

54. In 2004, when responsibilities for U.S. sanctions compliance were shifted to MOIN, the group required all transactions concerning countries subject to U.S. sanctions, and sanctions imposed by other jurisdictions, to be forwarded to MOIN for review and authorization.

55. As early as June 10, 2004—shortly after this shift—a senior manager within MOIN, after noting in an email that "the reach of the American sanctions is . . . limited" and only applied to the "American territory," acknowledged that a payment involving a sanctioned entity that transited through the United States could potentially be blocked if the U.S. clearer learned of the existence of the sanctioned entity.

56. Beginning in April 2005, a senior manager within MOIN commonly acknowledged in emails that U.S. sanctions applied to transactions that were sent through the United States: "OFAC (United States) has taken economic sanctions against Sudan and Iran for transactions which occur on U.S. territory and/or which are made out in Dollars and/or for which U.S. companies and individuals appear . . . and for which individual approval must be obtained from the U.S. authorities." This language demonstrates that certain CAS employees knew that U.S. sanctions applied to transactions that transited through the United States.

57. In and around 2006, MOIN's own compliance materials acknowledged the "extra-territorial reach" of U.S. sanctions laws and that these laws cover "all investments and transactions in the United States or that involve a U.S. person anywhere in the world."

58. On or about February 2, 2006, the Office of the General Secretary drafted a memorandum that stated "the simple fact of using a clearing bank in the United States requires complying with [anti-money laundering and OFAC] rules."

59. Despite this knowledge, MOIN authorized many of the USD transactions forwarded to them, even though they violated U.S. sanctions, often precisely because the payment messages that were going to be sent to the United States would not reference a

sanctioned entity's involvement in a transaction. The clear intent of ensuring that payment messages sent to the United States did not reflect information about sanctioned entities is reflected in a series of communications regarding two transactions that were rejected on or about March 29, 2006. After CACIB NY notified a senior manager within the Office of the General Secretary of the rejected payments, the senior manager raised these rejected payments with a senior manager within MOIN and another member of MOIN. Rather than asking how payments that violated Sudanese sanctions were sent to the United States, the senior manager within the Office of the General Secretary questioned why MT 103s were sent in connection with the payments and why CAS's systems that were processing payments involving Sudan used this message type (a message type that would clearly reveal the involvement of Sudanese entities). When the senior manager within MOIN reported that the back office sent MT 202 messages to CACIB NY containing the ordering party's name and that CACIB NY learned of the Sudanese connection to the transactions through its own due diligence, CAS personnel complained about the heightened due diligence from their U.S. counterparts. No one within CAS took any steps, at that time, to stop all USD MT 202 payments involving Sudan that cleared through the United States.

60. Instead, MOIN authorized a number of other transactions involving Sudan to transit through the United States while emphasizing payment messages that would be sent through the United States did not reference Sudan. For example, in March 2006, in an email copying a senior manager within the Office of the General Secretary, MOIN authorized a letter of credit for a Sudanese SDN bank, one of which was not on the SDN List, but was considered an SDN by operation of law. Specifically, the email stated that

"at no moment shall information related to the transactions as such (End Beneficiary/Counterparty/End Bank) be transmitted/indicated within the aforementioned messages in accordance with what is acceptable under U.S. regulations." MOIN authorized the transaction despite the fact that less than a year earlier CACIB NY rejected a nearly half-million dollar payment involving this Sudanese bank.

61. Similarly, on October 10, 2006, in discussing a payment where the beneficiary was a Sudanese bank, a senior manager within MOIN approved the transaction, but instructed a senior back office employee that, "given the nature of both of these counterparties (Sudan) and the currency used (USD), I am reiterating the conditions established for the implementation of this transaction, to note: ... At no moment shall information related to the transactions as such (End Beneficiary/Counterparty/End Bank) be transmitted/indicated within the aforementioned messages. . . ."

62. In addition, certain CAS employees outside of MOIN directed sanctioned Sudanese banks to omit any reference to Sudan in MT 202 cover payment messages sent to U.S. correspondent banks. For example, on July 26, 2005, a senior back office manager sent a SWIFT message to a Sudanese bank designated by OFAC as an SDN, stating, "We understand from drawer that you are ready to effect the relative payment. We therefore ask you to instruct your correspondent to cover our USD account held with [CACIB], New York,...(without any reference to Sudan in their cover through U.S. correspondent." Similarly on November 21, 2005, another CAS back office employee gave the same instruction to a Sudanese SDN bank to omit any reference to Sudan in the cover payment sent through the U.S. correspondent bank.

63. CAS also employed the practice of replacing client information on payment messages with ambiguous phrases such as, "one of our clients" and "our good customer." The practice continued despite the fact that CACIB NY had entered into a Commitment Letter in September 2005 with the Federal Reserve Bank of New York and the New York State Department of Financial Services (then the New York State Banking Department) in which it committed to enhance its Anti-Money Laundering and Bank Secrecy Act functions. After a February 2006 meeting, CAS and CACIB NY developed a Modus Operandi whereby CAS agreed to screen all outgoing transactions against the SDN List to ensure CACIB NY that CAS was not originating payments on behalf of sanctioned entities, and CACIB NY agreed to submit informational requests to CAS for processing in an agreed upon manner.

64. In December 2006, the Head Office decided to diversify USD clearing banks and CAS started using a non-affiliated bank based in the United States as its exclusive clearer. After establishing a relationship with a new clearing bank, MOIN persisted in approving transactions involving Sudanese entities, so long as messages that were sent to the United States did not reveal the involvement of the Sudanese entity:

a. On or about July 20, 2007, a senior manager within MOIN, in an email to several bank employees, directed that (i) any reference to Sudan in a new letter of credit ("L/C") should be deleted since USD was the currency that would be used and/or (ii) the L/C should be modified so as to settle the transaction in another currency.

b. On or about July 31, 2007, a member of MOIN noted when approving a proposed resale of Sudanese goods that the "SWIFT will not contain any reference to Sudan."

c. On or about August 24, 2007, a MOIN employee again approved a transaction in favor of a CAS client involving the purchase of $187,433 of Sudanese goods in which the port of loading was located in Sudan. The MOIN employee noted that this transaction was acceptable since the L/C associated with this transaction did not reference Sudan. Indeed, the L/C simply stated that the port of loading for the goods purchased in this transaction was "African Ports."

d. On September 5, 2007, the same MOIN employee acknowledged that for a transaction involving a different CAS client, a reference to Sudan could cause a "blocking or rejection of such a transaction" and directed that "**no reference is made to SUDAN and/or KHARTOUM.**" [emphasis in original].

e. On or about January 17, 2008, MOIN authorized a USD transaction involving Sudan, noting the payment messages, which were going to be generated in England would contain "no mention of Sudan, the BL's [bills of lading] indicating Port Sudan as the loading harbor."

65. As late as February 4, 2008, a senior manager within MOIN stated that it would be prudent to avoid any mention of Sudan in letters of credit concerning goods of Sudanese origin or goods loaded in a port located in Sudan because "indeed, there is a risk that the operation may be blocked, if one of the correspondents knew the information

contained in the LC. It is a low risk, but we still have to be careful about it with taking right measures (other currency, deletion of the word "Sudan" in the LC, etc...)."

66. In sum, CLS and CAIS, and later CAS, employed deceptive practices that concealed the involvement of sanctioned entities and thereby deprived CL NY, CACIB NY, and other U.S. financial institutions of the ability to filter for, and consequently block and/or reject, sanctioned payments. In total, from approximately August 2003 through approximately September 2008, CLS and CAIS, and later CAS, processed at least $312 million in payments in violation of U.S. sanctions laws. The overwhelming majority of these violations involved Sudanese entities. Additionally, other violations implicated Cuban, Burmese, and Iranian entities.

CACIB's Internal Investigation

67. Throughout the course of this investigation, CACIB has cooperated with U.S. authorities. CACIB undertook a voluntary and comprehensive internal review of its historical payment processing and sanctions compliance practices, which has included the following:

a. Committing substantial resources to conducting an extensive review of records, including hard copy and electronic documents;

b. Numerous interviews of current and former employees;

c. A transaction review conducted by outside counsel and an outside consultant, which included, but was not limited to, reviewing millions of payment messages and trade transactions across various accounts related to sanctioned countries, including an analysis of underlying SWIFT transmission data associated with USD activity for accounts of banks in sanctioned countries;

d. Regular and detailed updates to DANY and USAO-DC on the results of its investigation and forensic SWIFT data analyses, and responding to additional specific requests of DANY and USAO-DC;

e. Multiple agreements to toll any applicable statutes of limitation; and

f. Making numerous current and former CACIB employees available for interviews by U.S. authorities.

CACIB's Remediation

68. CACIB has also taken voluntary steps to enhance and optimize its sanctions compliance programs, including by:

a. Installing more sophisticated filtering software;

b. Creating additional compliance-focused groups to address sanctions compliance and correspondent bank due diligence;

c. Hiring numerous additional compliance employees;

d. Adopting written compliance policies that address U.S. sanctions against Iran, Burma, Sudan, and Cuba;

e. Requiring the use and filtering of the MT 202COV on the earliest date on which the new payment messages could be used;

f. Adopting the Wolfsberg Principles for transparency in payment messages;

g. Enhancing its trade finance due diligence protocols;

h. Implementing extensive compliance training; and

i. Retaining outside counsel to help the Bank assess and further improve existing compliance programs and strategies.

69. CACIB has also agreed, as part of its cooperation with DANY and USAO-

DC, to undertake the further work necessary to further enhance and optimize its sanctions compliance programs. CACIB has also agreed to cooperate in DANY and USAO-DC's ongoing investigations into these banking practices. Furthermore, CACIB has agreed to continue to comply with the Wolfsberg Anti-Money Laundering Principles of Correspondent Banking.

ATTACHMENT B

CERTIFICATE OF CORPORATE RESOLUTIONS

WHEREAS, Crédit Agricole Corporate & Investment Bank (the "Company") has been engaged in discussions with the United States Attorney's Office for the District of Columbia (the "Office") regarding issues arising in relation to transactions that violated sanctions enforced by the United States Department of the Treasury's Office of Foreign Assets Control; and

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

WHEREAS, the Company's General Counsel, Bruno Fontaine, together with outside counsel for the Company, have advised the Board of Directors of the Company of its rights, possible defenses, the Sentencing Guidelines' provisions, and the consequences of entering into such agreement with the 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 knowingly and willfully conspiring, in violation of Title 18, Section 371 to engage in transactions with entities associated with sanctioned countries, in violation of the International Emergency Economic Powers Acts, Title 50, United States Code, Section 1705 and the regulations issued thereunder, and the Trading With the Enemy Act, Title 12, United States Code, Section 95a and the regulations issued thereunder; (b) waives indictment on such charges and enters into a deferred prosecution agreement with the Office; and (c) agrees to accept a civil forfeiture against Company funds totaling $312 million, and to pay $156 million of said forfeiture amount to the United States Treasury and $156 million of said forfeiture amount to the

District Attorney of the County of New York with respect to the conduct described in the Information;

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

3. The General Counsel of the Company, Bruno Fontaine, is hereby authorized, empowered and directed, on behalf of the Company, to execute the Deferred Prosecution Agreement substantially in such form as reviewed by this Board of Directors at this meeting with such changes as the General Counsel of the Company, Bruno Fontaine, may approve;

4. The General Counsel of the Company, Bruno Fontaine, is hereby authorized, empowered and directed to take any and all actions as may be necessary or appropriate and to approve the forms, terms or provisions of any agreement or other documents as may be

necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing resolutions; and

5. All of the actions of the General Counsel of the Company, Bruno Fontaine, 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: 10/19/2015

By: _____

Corporate Secretary
Crédit Agricole Corporate & Investment Bank

BERTRAND HUGONET

ATTACHMENT C

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA	)	
	)	
	)	
Plaintiff,	)	
v.	)	**Civil Action No.**
	)	
$156,000,000 IN UNITED STATES CURRENCY BELONGING TO CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK	)	
	)	
Defendant.	)	

VERIFIED COMPLAINT FOR FORFEITURE *IN REM*

COMES NOW, plaintiff the United States of America (the "Government"), by and through the Acting United States Attorney for the District of Columbia, pursuant to Title 18, United States Code, Section 981(a)(1)(A) to bring this verified complaint for forfeiture in a civil action *in rem* against $156,000,000 in U.S. currency belonging to Crédit Agricole Corporate and Investment Bank, ("CACIB").

NATURE OF ACTION AND THE DEFENDANT *IN REM*

1. This civil action *in rem* is brought against the defendant property to forfeit it to the Government as authorized by 18 U.S.C. § 981(a)(1)(A). The defendant property is $156,000,000 in U.S. currency belonging to CACIB, which will be transferred to the United States Marshals Service by CACIB in conjunction with a Deferred Prosecution Agreement ("DPA") entered into by the United States and CACIB.

2. By this complaint, the Government seeks forfeiture of all right, title, and interest in the defendant property, which CACIB has agreed is forfeitable to the United States as a result

of its conspiracy to transmit or transfer funds from a place in the United States to or through a place outside the United States or to a place in the United States from or through a place outside the United States, in violation of 18 U.S.C. §§ 1956(a)(2), 1956(h), with the intent to promote the carrying on of a conspiracy to violate the International Emergency Economic Powers Act ("IEEPA"), 50 U.S.C. §§ 1701-1706.

3. CACIB has agreed that the facts contained in the Information and Factual Statement filed with the DPA are sufficient to establish that this defendant property is subject to civil forfeiture to the United States.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1345 and 1355.

5. Venue is proper within this judicial district pursuant to 28 U.S.C. §§ 1355(b) and 1395(b) because the defendant property will be located within the District of Columbia.

STATEMENT OF FACTS

6. As set out in more detail in the Factual Statement, attached as exhibit A and incorporated herein by reference, IEEPA authorized the President of the United States ("the President") to impose economic sanctions on a foreign country in response to an unusual or extraordinary threat to the national security, foreign policy, or economy of the United States when the President declared a national emergency with respect to that threat. Pursuant to this authority, Presidents have imposed, enforced, and/or renewed sanctions on, among other countries, Burma, Iran, and Sudan.

7. From at least in or around August 2003 up through and including September 2008, CACIB, through its subsidiary in Switzerland, Crédit Agricole (Suisse) SA ("CAS"), and

its predecessor entities, Crédit Agricole Indosuez (Suisse) SA ("CAIS") and Crédit Lyonnais (Suisse) SA ("CLS"), violated U.S. and New York State laws by sending prohibited payments through the U.S. financial system on behalf of entities subject to U.S. economic sanctions. In an effort to evade detection by U.S. bank personnel as well as U.S. authorities, CAS and its predecessor entities knowingly, intentionally, and willfully concealed the sanctioned entities' involvement with these transactions. Consequently, U.S. and New York financial institutions processed transactions that otherwise should have been rejected, blocked, or stopped for investigation pursuant to regulations promulgated by OFAC relating to transactions involving sanctioned countries and parties.

8. Specifically, the conduct of CAS and its predecessor entities included, among other things:

a. sending payments on behalf of sanctioned customers without reference to the origin of the payments;

b. eliminating payment data that would have revealed the involvement of sanctioned countries with the specific intent to evade U.S. sanctions; and

c. using alternative payment methods to mask the involvement of sanctioned entities, including the use of two payment messages, for payments involving sanctioned financial institutions that were sent to the United States.

9. By providing banking services on behalf of sanctioned entities, CAS and its predecessor entities:

a. prevented detection by U.S. regulatory and law enforcement authorities of financial transactions that violated U.S. sanctions;

b. prevented U.S. financial institutions from filing required reports with the U.S. government;

c. caused false information to be recorded in the records of U.S. financial institutions;

d. caused U.S. financial institutions not to make records that they otherwise would have been required by U.S. law to make; and

e. caused false entries to be made in the business records of financial institutions located in the United States.

10. The conspiracy was successful, in part, because the massive number of lawful USD payments that CACIB processed made it easier for the unlawful payments to go unnoticed.

11. By providing these services to clients that were subject to U.S. sanctions or clients that were doing business with sanctioned entities, CACIB engaged in a conspiracy to violate IEEPA in violation of 18 U.S.C. § 371.

12. Moreover, by providing these services CACIB transmitted or transferred funds from a place in the United States to or through a place outside the United States, or to a place in the United States from or through a place outside the United States with the intent to promote the carrying on of an IEEPA violation, all in violation of 18 U.S.C. §§ 1956(a)(2), 1956(h).

13. CACIB has admitted to transmitting or transferring at least $312,000,000 of funds derived from a conspiracy to violate IEEPA beginning at least in or around August 2003 and continuing up through and including September 2008. The funds involved in these illegal IEEPA transactions passed through CACIB, where they were commingled with other CACIB funds.

14. During that same time frame, the overall bank services provided by, and assets owned by, CACIB exceeded $312,000,000. These separate funds facilitated and were involved in the illegal transmission and transfer of the $312,000,000.

15. CACIB has agreed to transfer $156,000,000 of its own funds, the defendant property, to the United States Marshals Service. CACIB has agreed to transfer another $156,000,000 of its own funds to the New York County District Attorney's Office ("DANY").

16. There is a substantial connection between the defendant property and the violation of 18 U.S.C. §§ 1956(a)(2), 1956(h). As CACIB has stipulated in the DPA, the defendant property was involved in the offending transactions. That is, the defendant property is not the $312,000,000 in funds that violated IEEPA, rather it represents a portion of the Company's assets which facilitated the $312 million in illegal transactions.

CLAIM FOR RELIEF
(18 U.S.C. § 981(a)(1)(A))

17. The Government re-alleges and incorporates by reference paragraphs 1 through 16 as if fully set forth herein.

18. Pursuant to 18 U.S.C. § 981(a)(1)(A), any property, real or personal, involved in a transaction or attempted transaction in violation of section 18 U.S.C. § 1956, or any property traceable to such property is subject to forfeiture.

19. "Specified unlawful activity" is defined in 18 U.S.C. § 1956(c)(7) to include, among other things, offenses related to violations of IEEPA.

20. As a result, the defendant property is subject to forfeiture to the United States pursuant to 18 U.S.C. § 981(a)(1)(A) as property involved in a violation of 18 U.S.C. §§ 1956(a)(2), 1956(h).

REQUEST FOR RELIEF

WHEREFORE, the plaintiff United States of America prays that process issue to enforce the forfeiture of the *in rem* defendant-property; that, pursuant to law, notice be provided to all interested parties to appear and show cause why the forfeiture should not be decreed and the defendant property be condemned as forfeited to the United States of America; and for such other and further relief as this Court may deem just, necessary and proper, together with the costs and disbursements of this action.

Respectfully submitted,

CHANNING D. PHILLIPS
UNITED STATES ATTORNEY

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VERIFICATION

I, Jeffrey LaMirand, a Special Agent with the Internal Revenue Service, Criminal Investigation, declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing Verified Complaint for Forfeiture *In Rem* is based upon reports and information known to me and/or furnished to me by other law enforcement agents and that everything represented herein is true and correct.

Executed on this 19th day of October 2015.

/s/ Jeffrey LaMirand
Jeffrey LaMirand
Special Agent
Internal Revenue Service, Criminal Investigation