

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK**

**CASE NO. 19-CR-278**

**UNITED STATES OF AMERICA**

**v.**

**TechnipFMC plc,**

**Defendant.**

\_\_\_\_\_ /

**DEFERRED PROSECUTION AGREEMENT**

The defendant TechnipFMC plc (the “Company”), pursuant to authority granted by the Company’s Board of Directors reflected in Attachment B, and the United States Department of Justice, Criminal Division, Fraud Section (the “Fraud Section”) and the United States Attorney’s Office for the Eastern District of New York (the “Office”), enter into this deferred prosecution agreement (the “Agreement”).

**Criminal Information and Acceptance of Responsibility**

1. The Company acknowledges and agrees that the Fraud Section and the Office will file the attached two-count criminal Information (the “Information”) in the United States District Court for the Eastern District of New York charging the Company with one count of conspiracy to commit offenses against the United States, in violation of Title 18, United States Code, Section 371, that is, to violate the anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 (“FCPA”), as amended, Title 15, United States Code, Sections 78dd-1, 78dd-2, and 78dd-3, related to conduct in Brazil; and one count of conspiracy to commit an offense against the United States, in violation of Title 18, United States Code, Section 371, that is, to violate the FCPA,

Title 15, United States Code, Section 78dd-1, related to conduct in Iraq. In so doing, the Company: (a) knowingly waives its right to indictment on these charges, as well as all rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); and (b) knowingly waives any objection with respect to venue to any charges by the United States arising out of the conduct described in the Statement of Facts attached hereto as Attachment A (the “Statement of Facts”) and consents to the filing of the Information, as provided under the terms of the Agreement, in the United States District Court for the Eastern District of New York. The Fraud Section and the Office agree to defer prosecution of the Company pursuant to the terms and conditions described below.

2. The Company admits, accepts and acknowledges that it is responsible under United States law for the acts of its officers, directors, employees and agents as charged in the Information, and as set forth in the attached Statement of Facts, and that the allegations described in the Information and the facts described in the Statement of Facts are true and accurate. Should the Fraud Section or the Office pursue the prosecution that is deferred by the Agreement, the Company stipulates to the admissibility of the attached Statement of Facts in evidence in any proceeding by the Fraud Section or the Office, including any trial, guilty plea or sentencing proceeding, and will not contradict anything in the attached Statement of Facts at any such proceeding.

#### **Term of the Agreement**

3. The Agreement is effective for a period beginning on the date on which the Information is filed and ending three years from that date (the “Term”). The Company agrees, however, that, in the event the Fraud Section and the Office determine, in their sole discretion,

that the Company has knowingly violated any provision of the Agreement or has failed to completely perform or fulfill each of the Company's obligations under the Agreement, an extension or extensions of the Term may be imposed by the Fraud Section and the Office, in their sole discretion, for up to a total additional time period of one year, without prejudice to the Fraud Section's and the Office's right to proceed as provided in Paragraphs 14–18 below. Any extension of the Agreement extends all terms of the Agreement, including the terms of the reporting requirement in Attachment D, for an equivalent period. Conversely, in the event the Fraud Section and the Office find, in their sole discretion, that there exists a change in circumstances sufficient to eliminate the need for the reporting requirement in Attachment D, and that the other provisions of the Agreement have been satisfied, the Agreement may be terminated early. If the Court rejects the Agreement, all the provisions of the Agreement shall be deemed null and void, and the Term shall be deemed to have not begun.

#### **Relevant Considerations**

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

a. the Company did not receive voluntary disclosure credit because it did not voluntarily and timely disclose to the Fraud Section and the Office the conduct described in the attached Statement of Facts;

b. the Company received full credit for its cooperation with the Fraud Section's and the Office's investigation, including: conducting a thorough internal investigation, meeting the Fraud Section's and the Office's requests promptly, proactively identifying issues and facts that would likely be of interest to the Fraud Section and the Office, making regular factual presentations to the Fraud Section and the Office, voluntarily making foreign-based employees

available for interviews in the United States, producing documents to the Fraud Section and the Office from foreign countries in ways that did not implicate foreign data privacy laws, and collecting, analyzing and organizing voluminous evidence and information for the Fraud Section and the Office;

c. the Company provided to the Fraud Section and the Office all relevant facts known to it, including information about the individuals involved in the misconduct;

d. the Company engaged in remedial measures, including separating or taking disciplinary action against former employees, ceasing to retain the intermediaries involved in the conduct, banning the use of all commercial consultants in Brazil, suspending all payments to commercial consultants in Brazil, providing additional compliance training to employees and certain third parties, and making specific enhancements to the Company's internal controls and compliance program.

e. the Company has enhanced and has committed to continuing to enhance its compliance program and internal controls, including by implementing heightened controls and additional procedures and policies relating to third parties, conducting ongoing reviews of its compliance program, increasing the resources the Company dedicates to compliance, and ensuring that its compliance program satisfies the minimum elements set forth in Attachment C to the Agreement (Corporate Compliance Program); and

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

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

h. the nature and seriousness of the offense conduct, including the long duration of the bribery schemes, the amount of bribe payments made to government officials, and the fact that the Company is the product of a merger between two companies, Technip S.A. and FMC Technologies, Inc., both of which were involved in conduct that violated the FCPA;

i. Technip S.A.'s prior criminal conduct and resolution with the Fraud Section, and the fact that some of the offense conduct described in the Statement of Facts occurred during and after the term of the Deferred Prosecution Agreement between the Fraud Section and Technip S.A. that was filed on June 28, 2010;

j. the Company has agreed to continue to cooperate with the Fraud Section and the Office in any ongoing investigation of the conduct of the Company, its subsidiaries and affiliates and its officers, directors, employees, agents, business partners, distributors and consultants relating to violations of the FCPA; and

k. accordingly, after considering (a) through (j) above, the Company received full cooperation and remediation credit, but because Technip S.A. is a recidivist, the 25 percent reduction for cooperation and remediation was deducted from a point near the midpoint of the applicable United States Sentencing Guidelines ("USSG" or "Sentencing Guidelines") fine range.

#### **Future Cooperation and Disclosure Requirements**

5. The Company shall, subject to applicable law and regulations, cooperate fully with the Fraud Section and the Office in any and all matters relating to the conduct described in the Agreement and the Statement of Facts and other conduct under investigation by the Fraud

Section and the Office or any other component of the Department of Justice at any time during the Term until the later of the date upon which all investigations and prosecutions arising out of such conduct are concluded, or the end of the Term specified in Paragraph 3 above. At the request of the Fraud Section and the Office, the Company shall also cooperate fully with other domestic or foreign law enforcement and regulatory authorities and agencies, as well as the Multilateral Development Banks (“MDBs”), in any investigation of the Company, its 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 the Agreement and the Statement of Facts and other conduct under investigation by the Fraud Section and the Office or any other component of the Department of Justice. The Company’s cooperation pursuant to this paragraph is subject to applicable law and regulations, including relevant foreign data privacy and national security laws, as well as valid claims of attorney-client privilege or attorney work product doctrine; however, the Company must provide to the Fraud Section and the Office a log of any information or cooperation that is not provided based on an assertion of law, regulation or privilege, and the Company bears the burden of establishing the validity of any such an assertion. The Company agrees that its cooperation pursuant to this Paragraph shall include, but not be limited to, the following:

a. The Company shall truthfully disclose all factual information with respect to its activities, 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, about which the Company has any knowledge or about which the Fraud Section and the Office may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of the Company to provide to the Fraud Section and the Office,

upon request, any document, record or other tangible evidence about which the Fraud Section and the Office may inquire of the Company.

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

c. The Company shall use its best efforts to make available for interviews or testimony, as requested by the Fraud Section and the Office, present or former officers, directors, employees, agents and consultants of the Company. This obligation includes, but is not limited to, sworn testimony before a federal grand jury or in federal trials, as well as interviews with domestic or foreign law enforcement and regulatory authorities. Cooperation under this Paragraph shall include identification of witnesses who, to the knowledge of the Company, may have material information regarding the matters under investigation.

d. With respect to any information, testimony, documents, records or other tangible evidence provided to the Fraud Section and the Office pursuant to the Agreement, the Company consents to any and all disclosures to other governmental authorities, including United States authorities and those of a foreign government, as well as the MDBs, of such materials as the Fraud Section and the Office, in their sole discretion, shall deem appropriate.

6. In addition to the obligations in Paragraph 5, during the Term, should the Company learn of any evidence or allegation of conduct that may constitute a violation of the FCPA's anti-bribery or accounting provisions had the conduct occurred within the jurisdiction of

the United States, the Company shall promptly report such evidence or allegation to the Fraud Section and the Office.

**Payment of Monetary Penalty**

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

- a. The 2018 USSG are applicable to this matter.
- b. Offense Level. Based upon USSG § 2C1.1, the total offense level is 42, calculated as follows:
 

(a)(2) Base Offense Level	12
(b)(1) Multiple Bribes	+2
(b)(2) Value of benefit received more than \$100,000,000	+24
High-Level Official	+4
<b>TOTAL</b>	<u>42</u>
- c. Base Fine. Based upon USSG § 8C2.4(a)(2), the base fine is \$141,040,000.
- d. Culpability Score. Based upon USSG § 8C2.5, the culpability score is 10, calculated as follows:
 

(a) Base Culpability Score	5
(b)(1) the organization had 5,000 or more employees and an individual within high-level personnel of the organization participated in, condoned, or was willfully ignorant of the offense	+5
(c)(2) Prior History less than 5 years	+2
(g)(2) Cooperation, Acceptance	-2
<b>TOTAL</b>	<u>10</u>



e. Calculation of Fine Range:

Base Fine	\$141,040,000
Multipliers	2(min) / 4(max)
Fine Range	\$282,080,000/ \$564,160,000

The Fraud Section and the Office and the Company agree, based on the application of the Sentencing Guidelines, that the appropriate total criminal fine is \$296,184,000 (“Total Criminal Fine”). The Total Criminal Fine reflects a multiplier of 2.8 to the Base Fine identified above, and a 25 percent discount from this computed fine. The Fraud Section, the Office and the Company further agree that the Company will pay a criminal fine to the United States Treasury in the amount of \$81,852,966.83, of which \$500,000 will be paid as a criminal fine on behalf of the Company’s United States subsidiary Technip USA, Inc. (“Technip USA”), in connection with Technip USA’s guilty plea and plea agreement filed simultaneously herewith. The payments will be made no later than ten (10) business days after the entry of judgment of Technip USA’s sentence by the Court. The Fraud Section, the Office and the Company further agree that the Fraud Section and the Office will credit towards satisfaction of payment of the Total Criminal Fine the amount the Company pays to Brazilian authorities, pursuant to the Company’s resolution in Brazil, up to a maximum of \$214,331,033.17. The Company’s payment obligations to the United States will be complete upon the Company’s payment of \$81,852,966.83, so long as the Company pays the remaining amount of the Total Criminal Fine to authorities in Brazil, in a manner consistent with any payment schedule agreed to with Brazilian authorities. Should any amount of such payment to the authorities in Brazil not be made by the end of the Term, or be returned to the Company or any affiliated entity for any

reason, the remaining balance of the Total Criminal Fine will be paid to the United States Treasury. The Fraud Section, the Office and the Company further agree that this fine is appropriate given the facts and circumstances of this case, including the Relevant Considerations outlined in Paragraph 4 above. The Total Criminal Fine is final and shall not be refunded. Furthermore, nothing in the Agreement shall be deemed an agreement by the Fraud Section and the Office that \$296,184,000 is the maximum penalty that may be imposed in any future prosecution, and the Fraud Section and the Office are not precluded from arguing in any future prosecution that the Court should impose a higher fine, although the Fraud Section and the Office agree that under those circumstances, they will recommend to the Court that any amount paid under the Agreement should be offset against any fine the Court imposes as part of a future judgment. The Company acknowledges that no tax deduction may be sought in connection with the payment of any part of the Total Criminal Fine, including in Brazil. The Company shall not seek or accept directly or indirectly reimbursement or indemnification from any source with regard to the fine amounts that the Company pays pursuant to the Agreement or any other amount that the Company pays pursuant to any other agreement entered into with an enforcement authority or regulator concerning the facts set forth in the Statement of Facts.

#### **Conditional Release from Liability**

8. Subject to Paragraphs 14–18, the Fraud Section and the Office agree, except as provided in the Agreement and in the plea agreement between the Fraud Section and the Office and Technip USA, Inc., that they will not bring any criminal or civil case against the Company relating to any of the conduct described in the Statement of Facts or the criminal Information filed pursuant to the Agreement. The Fraud Section and the Office, however, may use any information related to the conduct described in the Statement of Facts against the Company:

(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. The Agreement does not provide any protection against prosecution for any future conduct by the Company.

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

### **Corporate Compliance Program**

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

10. In order to address any deficiencies in its internal accounting controls, policies and procedures, the Company represents that it has undertaken, and will continue to undertake in the future, in a manner consistent with all of its obligations under the Agreement, a review of its existing internal accounting controls, policies and procedures regarding compliance with the FCPA and other applicable anti-corruption laws. Where necessary and appropriate, the Company agrees to modify its compliance program, including internal controls, compliance policies and procedures in order to ensure that it maintains: (a) an effective system of internal accounting controls designed to ensure the making and keeping of fair and accurate books,

records and accounts; and (b) a rigorous anti-corruption compliance program that incorporates relevant internal accounting controls, as well as policies and procedures designed to effectively detect and deter violations of the FCPA and other applicable anti-corruption laws. The compliance program, including the internal accounting controls system, will include, but not be limited to, the minimum elements set forth in Attachment C.

### **Corporate Compliance Reporting**

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

### **Deferred Prosecution**

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

13. The Fraud Section and the Office further agree that if the Company fully complies with all of its obligations under this Agreement, the Fraud Section and the Office will not continue the criminal prosecution against the Company described in Paragraph 1 and, at the conclusion of the Term, this Agreement shall expire. Within six months after the Agreement's expiration, the Fraud Section and the Office shall seek dismissal with prejudice of the criminal Information filed against the Company described in Paragraph 1, and agree not to file charges in

the future against the Company based on the conduct described in the Agreement and the Statement of Facts.

#### **Breach of the Agreement**

14. If, during the Term, the Company (a) commits any felony under U.S. federal law; (b) provides in connection with the Agreement deliberately false, incomplete or misleading information, including in connection with its disclosure of information about individual culpability; (c) fails to cooperate as set forth in Paragraphs 5 and 6 of the Agreement; (d) fails to implement a compliance program as set forth in Paragraphs 9 and 10 of the Agreement and Attachment C; (e) commits any acts that, had they occurred within the jurisdictional reach of the FCPA, would be a violation of the FCPA; or (f) otherwise fails to completely perform or fulfill each of the Company's obligations under the Agreement, regardless of whether the Fraud Section and the Office become aware of such a breach after the Term is complete, the Company and its subsidiaries shall thereafter be subject to prosecution for any federal criminal violation of which the Fraud Section and the Office have knowledge, including, but not limited to, the charges in the Information described in Paragraph 1, which may be pursued by the Fraud Section and the Office in the United States District Court for the Eastern District of New York or any other appropriate venue. Determination of whether the Company has breached the Agreement and whether to pursue prosecution of the Company shall be in the Fraud Section and the Office's sole discretion. Any such prosecution may be premised on information provided by the Company or its personnel. Any such prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Fraud Section and the Office prior to the date on which the Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of the Agreement may be commenced against the

Company, notwithstanding the expiration of the statute of limitations, between the signing of the Agreement and the expiration of the Term plus one year. Thus, by signing the 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 the Agreement shall be tolled for the Term plus one year. In addition, the Company agrees that the statute of limitations as to any violation of federal law that occurs during the Term will be tolled from the date upon which the violation occurs until the earlier of the date upon which the Fraud Section and the Office are made aware of the violation or the duration of the Term plus five years, and that this period shall be excluded from any calculation of time for purposes of the application of the statute of limitations.

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

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

Fraud Section and the Office against the Company; and (b) the Company shall not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence or any other federal rule that any such statements or testimony made by or on behalf of the Company prior or subsequent to this Agreement, or any leads derived therefrom, should be suppressed or are otherwise inadmissible. The decision whether conduct or statements of any current director, officer or employee, or any person acting on behalf of, or at the direction of, the Company, will be imputed to the Company for the purpose of determining whether the Company has violated any provision of this Agreement shall be in the sole discretion of the Fraud Section and the Office.

17. The Company acknowledges that the Fraud Section and the Office have made no representations, assurances or promises concerning what sentence may be imposed by the Court if the Company breaches the 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 the Agreement binds or restricts the Court in the exercise of such discretion.

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

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

19. Except as may otherwise be agreed by the parties in connection with a particular transaction, the Company agrees that in the event that, during the Term, it undertakes any change in corporate form, including if it sells, merges, or transfers business operations that are material to the Company's consolidated operations, or to the operations of any subsidiaries or affiliates involved in the conduct described in the attached Statement of Facts, as they exist as of the date of the Agreement, whether such sale is structured as a sale, asset sale, merger, transfer or other change in corporate form, it shall include in any contract for sale, merger, transfer or other change in corporate form a provision binding the purchaser, or any successor-in-interest thereto, to the obligations described in the Agreement. The purchaser or successor-in-interest must also agree in writing that the Fraud Section's and the Office's ability to breach under the Agreement is applicable in full force to that entity. The Company agrees that the failure to include these provisions in the transaction will make any such transaction null and void. The Company shall provide notice to the Fraud Section and the Office at least thirty (30) days prior to undertaking any such sale, merger, transfer or other change in corporate form. The Fraud Section and the Office shall notify the Company prior to such transaction (or series of transactions) if it determines that the transaction(s) will have the effect of circumventing or frustrating the enforcement purposes of the Agreement. At any time during the Term the Company engages in a transaction(s) that has the effect of circumventing or frustrating the enforcement purposes of the Agreement, the Fraud Section and the Office may deem it a breach of this Agreement pursuant to Paragraphs 14–18 of the Agreement. Nothing herein shall restrict the Company from indemnifying (or otherwise holding harmless) the purchaser or successor-in-interest for penalties or other costs arising from any conduct that may have occurred prior to the date of the



transaction, so long as such indemnification does not have the effect of circumventing or frustrating the enforcement purposes of the Agreement, as determined by the Fraud Section and the Office.

**Public Statements by Company**

20. 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 Statement of Facts. Any such contradictory statement shall, subject to cure rights of the Company described below, constitute a breach of this Agreement, and the Company thereafter shall be subject to prosecution as set forth in Paragraphs 14–18 of the Agreement. The decision whether any public statement by any such person contradicting a fact contained in the Statement of Facts will be imputed to the Company for the purpose of determining whether it has breached the Agreement shall be at the sole discretion of the Fraud Section and the Office. If the Fraud Section and the Office determine that a public statement by any such person contradicts in whole or in part a statement contained in the Statement of Facts, the Fraud Section and the Office shall so notify the Company, and the Company may avoid a breach of the Agreement by publicly repudiating such statement(s) within five business days after notification. The Company shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the Statement of Facts provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the Statement of Facts. This Paragraph does not apply to any statement made by any present or former officer, director, employee or agent of the

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

21. The Company agrees that if it or any of its direct or indirect subsidiaries or affiliates issues a press release or holds any press conference in connection with the Agreement, the Company shall first consult with the Fraud Section and the Office to determine (a) whether the text of the release or proposed statements at the press conference are true and accurate with respect to matters between the Fraud Section, the Office and the Company; and (b) whether the Fraud Section and the Office have any objection to the release.

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

#### **Limitations on Binding Effect of Agreement**

23. The Agreement is binding on the Company, the Fraud Section and the Office, but specifically does not bind any other component of the United States Department of Justice, other federal agencies, or any state, local or foreign law enforcement or regulatory agencies, or any other authorities, although the Fraud Section and the Office will bring the cooperation of the Company and its compliance with its other obligations under this Agreement to the attention of such agencies and authorities if requested to do so by the Company.

**Notice**

24. Any notice to the Fraud Section and the Office under the Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to Daniel S. Kahn, Deputy Chief, Fraud Section, Criminal Division, U.S. Department of Justice, 1400 New York Ave NW, Washington, D.C. 20005; as well as Jacquelyn Kasulis, Criminal Chief, United States Attorney's Office for the Eastern District of New York, 271 Cadman Plaza East, Brooklyn, NY 11201. Any notice to the Company under the Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to Robert Luskin and John S. (Jay) Darden, Paul Hastings, LLP, 875 15th Street, NW, Washington, D.C. 20005. Notice shall be effective upon actual receipt by the Fraud Section and the Office or the Company.

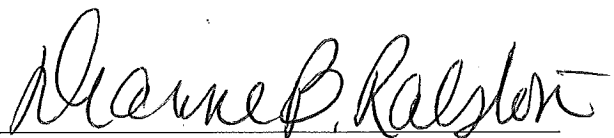
**Complete Agreement**

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

**AGREED:**


**FOR TECHNIPFMC PLC:**

Date: 6/25/13

By:   
Dianne Ralston  
TechnipFMC plc

Date: June 25, 2019

By:


  
\_\_\_\_\_  
Robert D. Luskin  
John S. (Jay) Darden  
Jennifer D. Riddle  
Chris A. Wenger  
Paul Hastings LLP

**FOR THE DEPARTMENT OF JUSTICE:**

ROBERT ZINK  
Acting Chief, Fraud Section  
Criminal Division  
United States Department of Justice

Date: 6/25/19

BY:

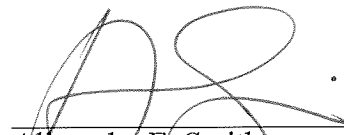
  
\_\_\_\_\_  
Dennis R. Kihm  
Derek J. Ettinger  
Gerald M. Moody, Jr.  
Trial Attorneys

**FOR THE UNITED STATES ATTORNEY'S OFFICE FOR THE EASTERN DISTRICT  
OF NEW YORK:**

RICHARD P. DONOGHUE  
United States Attorney  
Eastern District of New York

Date: 6/25/19

BY:

  
\_\_\_\_\_  
Alixandra E. Smith  
Assistant United States Attorney

## COMPANY OFFICER'S CERTIFICATE

I have read the Agreement and carefully reviewed every part of it with outside counsel for TechnipFMC plc (the "Company"). I understand the terms of the Agreement and voluntarily agree, on behalf of the Company, to each of its terms. Before signing the 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 the Agreement.

I have carefully reviewed the terms of the 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 the Agreement. Furthermore, no one has threatened or forced me, or to my knowledge any person authorizing the Agreement on behalf of the Company, in any way to enter into the Agreement. I am also satisfied with outside counsel's representation in this matter. I certify that I am the Executive Vice President and Chief Legal Officer for the Company and that I have been duly authorized by the Company to execute the Agreement on behalf of the Company.

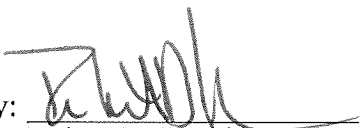
Date: 6/25/19

TechnipFMC plc  
By: Dianne B Ralston  
Dianne Ralston  
Executive Vice President and Chief Legal Officer

## CERTIFICATE OF COUNSEL

I am counsel for TechnipFMC plc (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 the 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 the Agreement on behalf of the Company and that the 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 the Agreement with the Board of Directors and the Executive Vice President and Chief Legal Officer 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 the Agreement. To my knowledge, the decision of the Company to enter into the Agreement, based on the authorization of the Board of Directors, is an informed and voluntary one.

Date: 6/25/19

By:   
Robert D. Luskin  
John S. (Jay) Darden  
Paul Hastings LLP  
Counsel for TechnipFMC plc

## ATTACHMENT A

### STATEMENT OF FACTS

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

#### TechnipFMC plc

1. The defendant TechnipFMC plc (“TechnipFMC”) was a global provider of oil and gas technology and services. TechnipFMC was the product of a 2017 merger between two predecessor companies, Technip S.A. (“Technip”) and FMC Technologies, Inc. (“FMC Technologies”). TechnipFMC was the lawful successor-in-interest under U.S. law and for the purposes of this Agreement to both Technip and FMC Technologies.

## **I. THE BRAZIL FCPA SCHEME**

### **A. Relevant Entities and Individuals**

2. Prior to the TechnipFMC merger, Technip was an oil and gas technology and services company that was headquartered in France and maintained subsidiary companies and offices in, among other places, Houston, Texas. From in or about and between August 2001 and November 2007, shares of Technip's stock traded on the New York Stock Exchange, and Technip was required to file periodic reports with the U.S. Securities and Exchange Commission ("SEC") pursuant to Section 15(d) of the Securities Exchange Act of 1934, Title 15, United States Code, Section 78o(d). Technip was therefore an "issuer" within the meaning of the Foreign Corrupt Practices Act ("FCPA"), Title 15, United States Code, Section 78dd-1. Technip delisted from the New York Stock Exchange in November 2007. Thereafter, Technip was a "person" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-3.

3. Technip operated through a number of subsidiaries, including Technip USA Inc. a/k/a Technip Offshore Inc. ("Technip USA"), a wholly-owned subsidiary which had its principal place of business in the United States and which was organized under the laws of the State of Delaware. At all relevant times, Technip USA was a "domestic concern," and Technip was a stockholder of a "domestic concern" as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2. At all relevant times, each Technip foreign subsidiary that had a principal place of business outside of the United States and was not organized under the laws of a State of the United States or a territory, possession, or commonwealth of the United States (herein, a "Technip Foreign Subsidiary Company") was a "person," and Technip was a



stockholder of a “person,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-3.

4. Keppel Offshore & Marine Ltd. (“KOM”) was a Singapore-based corporation that operated shipyards in Asia, the Americas and Europe. KOM operated through various subsidiaries. At all relevant times, KOM was a “person” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-3.

5. Joint Venture was a Singapore-incorporated, Brazil-based joint venture, the identity of which is known to the United States and TechnipFMC. Technip USA owned 25 percent of Joint Venture, and a KOM subsidiary owned 75 percent of Joint Venture. At all relevant times, Joint Venture was an agent of a “domestic concern,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2.

6. Petróleo Brasileiro S.A. - Petrobras (“Petrobras”) was a corporation in the petroleum industry headquartered in Rio de Janeiro, Brazil, which operated to refine, produce and distribute oil, oil products, gas, biofuels and energy. The Brazilian government directly owned a majority of Petrobras’s common shares with voting rights, while additional shares were controlled by the Brazilian Development Bank and Brazil’s Sovereign Wealth Fund. Petrobras was controlled by the Brazilian government and performed a function that the Brazilian government treated as its own, and thus was an “instrumentality” of the government as that term is used in the FCPA, Title 15, United States Code, Sections 78dd-1(f)(1)(A), 78dd-2(h)(2)(A), and 78dd-3(f)(2)(A).

7. The Workers’ Party of Brazil (“Workers’ Party”) was a political party in Brazil officials of which formed part of the federal government of Brazil. The Workers’ Party was a

“political party,” as that term is used in the FCPA, Title 15, United States Code, Sections 78dd-1(a)(2), 78dd-2(a)(2) and 78dd-3(a)(2).

8. Technip Executive 1, an individual whose identity is known to the United States and TechnipFMC, was a French citizen. Technip Executive 1 was a high-level executive of a Technip Foreign Subsidiary Company from at least in or about and between 2001 and 2011, a high-level executive of Technip from in or about and between 2011 and 2014 and, at times, an agent of Technip USA and Joint Venture.

9. Technip Executive 2, an individual whose identity is known to the United States and TechnipFMC, was a French citizen. At all relevant times, Technip Executive 2 was a high-level executive of a Technip Foreign Subsidiary Company and an agent of Technip USA and Joint Venture.

10. Consultant, an individual whose identity is known to the United States and TechnipFMC, was a citizen of Brazil. Consultant was, at times, an agent of Technip, KOM, Technip USA and Joint Venture who facilitated bribe payments from those entities to Brazilian government officials and the Workers’ Party.

11. Brazilian Official 1, an individual whose identity is known to the United States and TechnipFMC, was a citizen of Brazil. Brazilian Official 1 was an employee of Petrobras with responsibility over, among other things, the bidding process of certain projects in or about and between 2003 and 2011. During that time, Brazilian Official 1 was a “foreign official,” as that term is defined in the FCPA, Title 15, United States Code, Sections 78dd-1(f)(1)(A), 78dd-2(h)(2)(A) and 78dd-3(f)(2)(A).

12. Brazilian Official 2, an individual whose identity is known to the United States and TechnipFMC, was a citizen of Brazil. Brazilian Official 2 was an employee of Petrobras

with responsibility over the bidding process of certain projects in or about and between 2003 and 2012. During that time, Brazilian Official 2 was a “foreign official,” as that term is defined in the FCPA, Title 15, United States Code, Sections 78dd-1(f)(1)(A), 78dd-2(h)(2)(A), and 78dd-3(f)(2)(A).

13. Brazilian Official 3, an individual whose identity is known to the United States and TechnipFMC, was a citizen of Brazil. Brazilian Official 3 was an employee of Petrobras within Petrobras’s International Division in or about and between 2008 and 2012. During that time, Brazilian Official 3 was a “foreign official,” as that term is defined in the FCPA, Title 15, United States Code, Sections 78dd-1(f)(1)(A), 78dd-2(h)(2)(A) and 78dd-3(f)(2)(A).

**B. Overview of the Brazil FCPA Scheme**

14. In or about and between 2003 and 2014, Technip, together with others, including Technip USA, Joint Venture, Technip Executive 1, Technip Executive 2, Consultant and others, knowingly and willfully conspired to violate the FCPA by: (i) causing Technip and its subsidiaries to make corrupt “commission” payments to Consultant and others, knowing that a portion of those payments would be used to pay bribes to Brazilian government officials, including Brazilian Official 1 and Brazilian Official 2; and (ii) making corrupt payments to the Workers’ Party and to Workers’ Party political candidates; all for the purpose of securing improper business advantages, and obtaining and retaining business with Petrobras, for Technip, Technip USA and Joint Venture.

15. In total, from in or about and between 2003 and 2014, Technip and its co-conspirators, including KOM, caused more than \$69 million in corrupt payments to be made to companies associated with Consultant in furtherance of the bribery scheme, of which Technip directly paid \$20.9 million, and caused approximately \$6 million in corrupt payments to be made

to the Workers' Party and Workers party officials. Technip and its subsidiaries earned approximately \$135.7 million in profits from the corruptly obtained business.

**C. Details of the Brazil FCPA Scheme**

16. In or about 2003, Technip USA and a KOM subsidiary established Joint Venture for the purpose of bidding on and winning certain large offshore oil and gas projects in Brazil. Technip Executive 1 was named to the steering committee of Joint Venture. In this capacity, Technip Executive 1 was an agent of Joint Venture and an agent of Technip USA.

***The P-51 and P-52 Projects***

17. In or about 2003, Consultant, who had a pre-existing business relationship with KOM, told Technip Executive 1 and an executive of a KOM subsidiary that two offshore oil platform projects for which Petrobras was soliciting bids, "P-51" and "P-52," could be won by paying bribes to Petrobras officials.

18. Thereafter, Technip Executive 1 and the KOM subsidiary executive authorized Consultant to pay bribes equal to a percentage of the contracts' value to win the P-51 and P-52 projects for Joint Venture. Consultant paid the bribes through an intermediary to Brazilian Official 1, who kept some of the money for himself and shared the rest with Brazilian Official 2 and the Workers' Party.

19. On or about September 10, 2003, an employee of a KOM subsidiary sent an email to several KOM executives, with the subject line "P52 – Consortium Mgt Meeting," stating, "Have broached the subject with Technip . . . [s]o far [Brazilian Official 2] has delivered through [Consultant]. Guess we have to trust in our relationship and go with it."

20. On or about October 3, 2003, a KOM executive sent an email to other KOM executives discussing Consultant's role in negotiations for the P-52 project, which stated in part:

[Consultant] will be meeting with [Brazilian Official 2] and [Brazilian Official 1] this evening at 6:00 p.m. The purpose of the meeting is for [Brazilian Official 2] to openly emphasize the need for significant movement . . . on the price (all a show for [Brazilian Official 1's] benefit).

21. That same day, on or about October 3, 2003, Consultant sent an email to a KOM subsidiary executive with the subject line, "Big Brother meeting," stating, "[a]fter your meeting with the above people, I call[ed] him to understand how was his feeling: Very good, was his comment."

22. In or about December 2003, Petrobras awarded the P-52 project to Joint Venture.

23. On or about February 11, 2004, Consultant sent an email to a Joint Venture employee and others. In the email, Consultant advised them that Brazilian Official 2 had told him that Joint Venture would need to alter its bid for Brazilian Official 2 to ensure that Joint Venture would win the contract for the P-51 project. Consultant's email stated, in part: "Drop our today price in US\$2 Million...with help again to compensate during the term of the contract...This agreement will be straight with him, jointly with Brazilian Official 1 [and] [Brazilian Official 3], but we cannot ask them officially, please believe him and me."

24. In the same email to the Joint Venture employee and others referenced in Paragraph 23 above, Consultant stated, "[i]f we go in the above line and provide them with above conditions, [Brazilian Official 2] will be able to convince [others], to stop all negotiations and award the contracts to us." Consultant warned, however, that they needed to act fast because Brazilian Official 2 was "expecting very soon some one [sic] from Brasilia will request him to reopen the negotiations with [a competitor], and he will not be able to work on our favor and against the power from Brasilia."

25. In or about June 2004, Petrobras awarded the P-51 project to Joint Venture.

26. In addition, in furtherance of the scheme, the co-conspirators directed bribe payments to the Workers' Party and certain Workers' Party political candidates.

27. For example, on or about August 9, 2006, a KOM executive emailed a Technip manager and others and stated, in part, "As spoken, please be advised that we will be making a contribution to the candidate below. Please issue three checks as follows under [the candidate's personal name]. . . . We will charge to P52 as advised." Subsequently, on or about August 15, 2006, Joint Venture paid R\$150,000 to the Workers' Party candidate.

28. Further, on or about November 22, 2006, a Workers' Party employee emailed Consultant the bank account information for political donations to the Workers' Party. Consultant then forwarded this information to an executive at a KOM subsidiary. The next day, on or about November 23, 2006, the KOM subsidiary executive forwarded the information to Technip Executive 1 and another executive stating, "Pl[ease] discuss." Thereafter, on or about November 24, 2006, Technip Executive 1 and another Technip manager in Brazil authorized Joint Venture to pay approximately R\$1 million to a Workers' Party candidate. Technip billed this payment to the P-51 project.

#### *The P-56 Project*

29. In or about 2007, Consultant learned from Brazilian Official 1 that, to win an offshore oil platform project for which Petrobras was soliciting bids called "P-56," Joint Venture would need to pay bribes in an amount equal to one percent of the contract value of the P-56 project. Consultant was told that half of the bribe payments would go to Brazilian Official 1's group and the other half would go to the Workers' Party in the form of corrupt political donations. Consultant then conveyed this information to Technip Executive 1 and an executive at a KOM subsidiary.

30. In or about 2007, during a meeting with Technip Executive 1 and an executive at a KOM subsidiary, Technip Executive 1 authorized Consultant to pay bribes equal to a percentage of the P-56 project contract value to Brazilian Official 1 and the Workers' Party to obtain the P-56 project.

31. In or about October 2007, Petrobras awarded the P-56 project to Joint Venture.

32. Following the award of the P-56 project to Joint Venture, the co-conspirators continued to make corrupt payments to the Workers' Party and certain Workers' Party candidates as directed by Consultant.

#### ***Consultant Payments***

33. The co-conspirators made corrupt payments to Consultant associated with the P-51, P-52 and P-56 projects from at least in and about and between April 2004 and July 2013. Consultant subsequently passed some of the money he received from Technip and its co-conspirators to Brazilian government officials, including Brazilian Official 1, Brazilian Official 2 and officials from the Workers' Party.

34. Initially, Technip Executive 1 and others agreed that Joint Venture would make the corrupt payments to Consultant associated with the P-51, P-52, and P-56 projects through a Technip Foreign Subsidiary Company and a KOM subsidiary. Specifically, Joint Venture paid, by interstate and international wire, a percentage of the money received from Petrobras for the projects into a Technip Foreign Subsidiary Company's bank account located in New York, New York. The Technip Foreign Subsidiary Company then paid, by interstate and international wire, from its New York, New York-based bank accounts, money to Switzerland-based bank accounts held in the name of companies owned and controlled by Consultant.

35. In or about October 2009, in order to further conceal the corrupt payments to Consultant, including to conceal the payments from the company's due diligence processes, Technip Executive 1 and Technip Executive 2 changed the method Joint Venture used to pay Consultant. Rather than have the Technip Foreign Subsidiary Company make direct payments to Consultant's companies, Technip Executive 1 and Technip Executive 2 worked with executives of KOM to structure the payments such that a KOM subsidiary made all of the payments to Consultant, and then that KOM subsidiary invoiced Joint Venture for Technip's portion of the corrupt payments.

#### *Other Conduct*

36. In addition to conduct related to Joint Venture, Technip Executive 1 and Technip Executive 2, knowing that Consultant was in the regular practice of making bribe payments to Petrobras officials, retained Consultant on two additional projects for which Petrobras solicited bids: (i) beginning in or about September 2007, Technip retained Consultant to provide assistance in a settlement negotiation between a consortium of Technip subsidiaries and Petrobras over an offshore oil platform project known as "P-50"; and (ii) beginning in or about September 2009, Technip retained Consultant to provide assistance in obtaining an engineering project with Petrobras associated with two offshore oil platforms (the "P-58 and P-62 Engineering Project").

37. In addition, in furtherance of the conspiracy, Technip corruptly hired the children of certain Petrobras officials, including the children of Brazilian Official 2, Brazilian Official 3 and another Petrobras official. For example, in or about and between December 2006 and September 2008, a Technip Foreign Subsidiary Company hired the child of Brazilian Official 3 as a "favor" to Brazilian Official 3. Further, in or about and between June 2011 and May 2014,



with the knowledge and approval of Technip Executive 1, a Technip Foreign Subsidiary Company hired the child of Brazilian Official 2, who was subsequently seconded to Technip USA.

## **II. THE IRAQ FCPA SCHEME**

### **A. Relevant Entities and Individuals**

38. Prior to the TechnipFMC merger, FMC Technologies was a Houston, Texas-based company that produced equipment and provided oil field services for the oil and gas industry, including metering technologies for oil and gas production measurement. At all relevant times, shares of FMC Technologies' stock traded on the New York Stock Exchange, and FMC Technologies was required to file periodic reports with the SEC pursuant to Section 15(d) of the Securities Exchange Act of 1934, Title 15, United States Code, Section 78o(d). FMC Technologies was therefore an "issuer" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1.

39. Company A, the identity of which is known to the United States and TechnipFMC, was a company based in Germany that produced metering technologies for oil and gas production measurement, and competed with FMC Technologies in the oil and gas market in Iraq.

40. Intermediary Company, the identity of which is known to the United States and TechnipFMC, was a Monaco-based oil and gas services intermediary that provided sales and marketing services to FMC Technologies in Iraq.

41. The Iraq Ministry of Oil ("MOO") was an Iraqi government agency that was responsible for Iraqi petroleum. MOO was controlled by Iraq and performed government

functions, and thus was a “department” and “agency” of a foreign government, as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1.

42. The South Oil Company of Iraq (“SOC”) was an Iraqi state-owned and state-controlled oil company headquartered in Basra, Iraq, that operated to refine, produce and distribute oil, oil products, gas, biofuels and energy. SOC was owned and controlled by MOO and performed government functions, and thus was an “agency” and “instrumentality” of a foreign government, as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1.

43. The Missan Oil Company of Iraq (“MOC”) was an Iraqi state-owned and state-controlled oil company headquartered in Maysan Governorate, Iraq, that operated to refine, produce and distribute oil, oil products, gas, biofuels and energy. MOC was owned and controlled by MOO and performed government functions, and thus was an “agency” and “instrumentality” of a foreign government, as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1.

44. Intermediary Company Executive 1, an individual whose identity is known to the United States and TechnipFMC, was a citizen of the United Kingdom and Iran, and, until on or about July 1, 2011, a citizen of the United States. Intermediary Company Executive 1 was a high-level executive of Intermediary Company and an agent of an “issuer,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

45. Intermediary Company Executive 2, an individual whose identity is known to the United States and TechnipFMC, was a citizen of the United Kingdom and Iran. Intermediary Company Executive 2 was a high-level executive of Intermediary Company, and thus an agent of an “issuer,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

46. Intermediary Company Executive 3, an individual whose identity is known to the United States and TechnipFMC, was a citizen of the United Kingdom. Intermediary Company Executive 3 was a mid-level executive of Intermediary Company, and thus an agent of an “issuer,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

47. Intermediary Company Partner, an individual whose identity is known to the United States and TechnipFMC, was a citizen of the United Kingdom. Intermediary Company Partner was a business partner of Intermediary Company, and thus an agent of an “issuer,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

48. Sub-Agent 1, an individual whose identity is known to the United States and TechnipFMC, was a citizen of Iraq who facilitated bribe payments from Intermediary Company and FMC Technologies to Iraqi government officials. Sub-Agent 1 was an agent of an “issuer,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

49. Sub-Agent 2, an individual whose identity is known to the United States and TechnipFMC, was a citizen of Iraq who facilitated bribe payments from Intermediary Company and FMC Technologies to Iraqi government officials. Sub-Agent 2 was an agent of an “issuer,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

50. FMC Technologies Manager 1, an individual whose identity is known to the United States and TechnipFMC, was a United States citizen and a manager employed by a wholly-owned FMC Technologies subsidiary. FMC Technologies Manager 1 was a “domestic concern,” as that term is defined in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1)(A), and an agent of an “issuer,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

51. FMC Technologies Manager 2, an individual whose identity is known to the United States and TechnipFMC, was a French citizen and a manager of a wholly-owned FMC Technologies subsidiary. FMC Technologies Manager 2 was an agent of an “issuer,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

52. FMC Technologies Executive 1, an individual whose identity is known to the United States and TechnipFMC, was a United States citizen and an executive of FMC Technologies. FMC Technologies Executive 1 was a “domestic concern,” as that term is defined in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1)(A), and an agent of an “issuer,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

53. Iraqi Official 1, an individual whose identity is known to the United States and TechnipFMC, was a citizen of Iraq and an employee of SOC. Iraqi Official 1 was a “foreign official,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

54. Iraqi Official 2, an individual whose identity is known to the United States and TechnipFMC, was a citizen of Iraq and a high-level executive of SOC. Iraqi Official 2 was a “foreign official,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

55. Iraqi Official 3, an individual whose identity is known to the United States and TechnipFMC, was a citizen of Iraq and an employee of SOC. Iraqi Official 3 was a “foreign official,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

56. Iraqi Official 4, an individual whose identity is known to the United States and TechnipFMC, was a citizen of Iraq and a high-level executive of MOO. Iraqi Official 4 was a “foreign official,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

57. Iraqi Official 5, an individual whose identity is known to the United States and TechnipFMC, was a citizen of Iraq and an executive of MOO. Iraqi Official 5 was a “foreign official,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

58. Iraqi Official 6, an individual whose identity is known to the United States and TechnipFMC, was a citizen of Iraq and an employee of SOC. Iraqi Official 6 was a “foreign official,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

59. Iraqi Official 7, an individual whose identity is known to the United States and TechnipFMC, was a citizen of Iraq and an employee of SOC. Iraqi Official 7 was a “foreign official,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

**B. Overview of the Iraq FCPA Scheme**

60. In or about and between 2008 and 2013, FMC Technologies, together with others, knowingly and willfully conspired to violate the FCPA in connection with seven contracts to provide metering technologies for oil and gas production measurement to the Iraqi government. FMC Technologies, together with others, promised to pay, and paid, bribes corruptly for the benefit of foreign officials, including Iraqi Official 1, Iraqi Official 2, Iraqi Official 3, Iraqi Official 4 and Iraqi Official 5, to secure improper business advantages and to influence those foreign officials to obtain and retain business for FMC Technologies in Iraq. FMC Technologies and its related entities earned profits totaling approximately \$5.3 million from business in Iraq obtained through this scheme.

61. In or about and between 2008 and 2013, FMC Technologies employees created and executed agency agreements on behalf of FMC Technologies with Intermediary Company that were intended to facilitate bribe payments to obtain business from the Iraqi government and to conceal their purpose. Under these agency agreements, Intermediary Company effectuated

bribes in two ways. First, Intermediary Company made direct corrupt payments to Iraqi Official 1 and Iraqi Official 2 to further the scheme. Second, Intermediary Company made corrupt payments to sub-agents who in turn made payments to Iraqi government officials. Specifically, Intermediary Company made payments to Sub-Agent 1, who in turn directly paid Iraqi Official 4, and to Sub-Agent 2, who in turn directly paid Iraqi Official 5.

62. Intermediary Company made the bribe payments before receiving any commission payments from FMC Technologies under the agency agreements between Intermediary Company and FMC Technologies. The parties agreed that, after FMC Technologies received payments from the Iraqi government under the contracts that FMC Technologies had won as a result of the bribery scheme, FMC Technologies would then pay Intermediary Company the commissions that were due under the agency agreements between Intermediary Company and FMC Technologies.

**C. Details of the Iraq FCPA Scheme**

***SOC Projects 3614-3620***

63. In or about early 2008, SOC invited FMC Technologies to bid on a contract to provide metering technologies for oil and gas production in Iraq in connection with seven projects (“SOC Projects 3614-3620”).

64. On or about February 6, 2008, FMC Technologies and Intermediary Company entered into a System Sales Consultant Agreement in connection with the contemplated contract for SOC Projects 3614-3620. The agreement provided that Intermediary Company would receive a six percent commission after FMC Technologies received “full customer payment.”

65. In or about August 2008, FMC Technologies submitted a technical proposal to SOC for SOC Projects 3614-3620. Company A also submitted a bid for this government contract.

66. By in or about August 2008, Intermediary Company Partner had agreed with FMC Technologies Manager 1 that Intermediary Company would pay a portion of its expected commission to Iraqi government officials, including Iraqi Official 3. On or about August 19, 2008, Intermediary Company Partner sent an email to FMC Technologies Manager 1, copying Intermediary Company Executive 3, stating:

On the subject of [Iraqi Official 3], [w]e are not neglecting him. [An Intermediary Company employee] will call him and meet him in Basrah early next week. But you know [FMC Technologies Manager 1], [Iraqi Official 3] is really junior employee in the operations dept. While we respect your agreement with [Iraqi Official 3], I feel you may have overplayed your hand in the size of the commitment with this man. His role will diminish after Technicals are done, but we still have a mountain to climb after that, regrettably by then, we have used up all our allocation just satisfying [Iraqi Official 3].

67. On or about September 4, 2008, Intermediary Company Partner sent an email to Intermediary Executive 1, describing a conversation between Intermediary Company Partner and FMC Technologies Manager 1:

We discussed [FMC Technologies Manager 1]'s subagent at length. I convinced [FMC Technologies Manager 1] that the 2% commission allocated to this agent is grossly excess. Particularly as I have discovered that agent has no link to the technical evaluation committee and therefore his role is fairly restricted. I suggested a lump sum of \$100k would be more than enough for this party . . . . As you may recall any commission to this party comes out of our 5%, and therefore we must limit that particularly the subagent is of little benefit from here on, as other players get introduced. I will probably travel to Kuwait next week to see lighthouse for of this and other jobs in his hands . . . . [FMC Technologies Manager 1] disclosed FMC (Metering) is focusing sharply on Iraq now. Their

stopped bidding in Saudi due to low margins and looking to Iraq to make money.

In this email, “subagent” and “agent” referred to Iraqi Official 3. “Lighthouse” was a code word that Intermediary Company used to describe Iraqi Official 2.

68. On or about September 5, 2008, Intermediary Company Executive 3 sent an email to Intermediary Company Partner, requesting, among other things, the “expected subagent costs” for SOC Projects 3614-3620. That same day, Intermediary Company Partner sent an email in response that stated, in part, “Sub-agent: A lot depends on [Iraqi Official 3] ([FMC Technologies Manager 1]’s 2% commitment to this man before we came on the scene. If we can control that I hope to get everybody in at 1.5%).”

69. On or about September 13, 2008, Intermediary Company Partner sent an email to Intermediary Company Executive 3, stating that he “had to give full 1% to Lighthouse [Iraqi Official 2] to gain his support” for FMC Technologies in its efforts to win the SOC Projects 3614-3620 contract. The next day, Intermediary Company Executive 3 responded by email to Intermediary Company Partner, stating “Full 1pct to Lighthouse! I guess we have no option. What are you thinking for this guy?” That same day, Intermediary Company Partner responded by email to Intermediary Company Executive 3, stating “From Lighthouse I will try to trim delivery, spares, training etc and may reach about 0.8%. For [Iraqi Official 3] the man you are asking about, I am thinking of \$100k, Plus about \$30k split amongst 3 other guys.”

70. On or about October 1, 2008, FMC Technologies Manager 1 sent an email to Intermediary Company Partner, copying Intermediary Company Executive 3, stating that “[Iraqi Official 3] called me yesterday and he feels that it will be between us and [Company A].”



71. On or about January 28, 2009, Intermediary Company Partner sent an email to Intermediary Company Executive 3, stating,

FYI, I had to rewrite the FMC letter and sign it last night, no one could from their side. It will be submitted this morning to Lighthouse [Iraqi Official 2] and the commercial dept. It is late but Lighthouse promised to take it to [a high-level SOC official] and advice that FMC do comply for [the SOC Projects 3614-3620 contract]. But we are chasing events behind the curve in SOC now. In the Ministry I have upped the dates as I told you yesterday. But the Ministry side it's always up front if you want their help, So I am reluctant how much I can spend there. [FMC Technologies Manager 1] also promised me 2 extra points this morning if we save this job.

72. In or about August 2009, the SOC technical evaluation committee found FMC Technologies to be technically unsuitable for the SOC Projects 3614-3620 contract, and thereafter selected Company A to win the contract.

73. Intermediary Company Partner blamed Iraqi Official 6 for selecting Company A for the SOC Projects 3614-3620 contract. On or about August 22, 2009, Intermediary Company Partner wrote a letter to Intermediary Company Executive 1, describing a meeting between Intermediary Company Partner and Iraqi Official 2: "Re the large FMC enquiry awarded to [Company A] by [Iraqi Official 6]. We managed to get Lighthouse [Iraqi Official 2] to put his comments on the file; that this is not the view of everyone in SOC. The file is being sent to the senior committee at the Ministry for decision." Intermediary Company Partner further explained that Iraqi Official 6 would "be replaced shortly on my insistence to Lighthouse."

74. On or about June 9, 2009, Intermediary Company Partner sent an email to Sub-Agent 2, stating that SOC had only found FMC Technologies "technically unsuitable" because the SOC technical committee had been "bought and sold" by Company A. Intermediary Company Partner further stated, "[Sub-Agent 2], we are not forfeiting our commission [on the

SOC Projects 3614-3620 contract] just to win the job because it is an issue of credibility for us now. Therefore, we are willing to provide the following: - [Iraqi Official 5] \$500,000 - Your friend \$150,000 - [Sub-Agent 2] \$150,000. Payable 50% on opening of workable LC & 50% on receiving first payment [from FMC Technologies].” “LC” referred to a letter of credit that the Iraqi government would execute to the company that won the SOC Projects 3614-3620 contract.

75. On or about June 12, 2009, FMC Technologies Manager 1 sent a letter to MOO stating, “This is to confirm that [Sub-Agent 2] is representing FMC Technologies and is authorized to follow up on the progress of [the SOC Projects 3614-3620 contract] as required in Iraq.”

76. On or about October 11, 2009, Intermediary Company Partner sent an email to Iraqi Official 1, asking whom FMC Technologies should “contact” regarding a metering contract, and stating that FMC Technologies would “approve in an official manner” and “not give away any hint that they know anything.”

77. On or about June 23, 2009, Intermediary Company Partner sent an email to Sub-Agent 2, stating that Iraqi Official 5 should personally distribute a bribe payment among Iraqi Official 5 and other officials of MOO: “I also have concerns that the figure ‘1’ has not been fully passed to [Iraqi Official 5] to run the show from his side . . . . The full 1 should go to [Iraqi Official 5] to distribute himself and not have someone else do it for him.. Lesser amount will lose the impact the figure 1 has in grabbing peoples attention.” Intermediary Company Partner further stated that winning the FMC Technologies contract was an issue of “credibility” as opposed to “dollars” for Intermediary Company, which was “already in debt because of it.”

78. On or about December 16, 2009, Intermediary Company Partner sent an email to Intermediary Company Executive 1, stating that “FMC are very hungry” for the SOC Projects

3614-3620 contract, and that FMC Technologies Manager 2 said he could offer a ten percent commission, “but beyond that it would need very high level approval (Above [FMC Technologies Executive 1] and [another high-level FMC Technologies executive]).”

Intermediary Company Partner further stated that “[FMC Technologies Manager 2] advised it would be much cleaner to have one contract for 12% then two split contract with the same party, which the auditors would question . . . . [FMC Technologies Manager 2] said he is 90% sure [FMC Technologies Executive 1] can get it through.”

79. On or about December 22, 2009, FMC Technologies Manager 1 sent an email to Intermediary Company Partner requesting “written justifications” to increase Intermediary Company’s agency commission from 8 percent to 12 percent. That same day, Intermediary Company Partner forwarded the email to Intermediary Company Executive 3, stating “In FMC [Technologies], [FMC Technologies Executive 1] has discussed our 12% with [a high-level FMC Technologies executive]. They have accepted 12% in theory, but to avoid putting it to the board they have asked us for justification for the increase from 8% to 12%.”

80. On or about January 16, 2010, Intermediary Company Partner sent an email to Intermediary Company Executive 2, copying Intermediary Company Executive 1, Intermediary Company Executive 3 and another high-level Intermediary Company executive, stating that Intermediary Company Partner had just eaten dinner with FMC Technologies Executive 1, who was “confident he will get the 12% [commission] through, but wanted the cost breakdown in his brief just in case.” Intermediary Company Partner further stated, “Both [FMC Technologies Executive 1] and [FMC Technologies Manager 2] are 200% behind [Intermediary Company] to get this commission. But US governance and corporate practice has their hands tied....”

81. In or about June 2010, FMC Technologies and Intermediary Company entered into a System Sales Consultant Agreement effective January 1, 2010 in connection with FMC Technologies' efforts to win the SOC Projects 3614-3620 contract. The agreement provided that Intermediary Company would receive an eight percent commission after FMC Technologies received "full customer payment" from the Iraqi government for work on SOC Projects 3614-3620. FMC Technologies Manager 2 and Intermediary Company Executive 1 signed the agreement.

82. The Iraqi government ultimately awarded the SOC Projects 3614-3620 contract to Company A.

***MOC Projects 58-09-4046***

83. In or about early 2009, MOC invited FMC Technologies to bid on a contract to provide metering technologies for oil and gas production in Iraq in connection with two projects ("MOC Projects 58-09-4046"). FMC Technologies thereafter submitted a technical proposal to MOC for MOC Projects 58-09-4046.

84. On or about April 1, 2009, FMC Technologies and Intermediary Company entered into a System Sales Consultant Agreement in connection with FMC Technologies' efforts to win the MOC Projects 58-09-4046 contract. The agreement provided that Intermediary Company would receive a nine percent commission after FMC Technologies received "full customer payment" from the Iraqi government for work on MOC Projects 58-09-4046. FMC Technologies Manager 2 and Intermediary Company Executive 1 signed the agreement.

85. In or about October 2009, MOC awarded the MOC Projects 58-09-4046 contract to FMC Technologies, subject to MOO approval.

86. On or about December 8, 2009, Intermediary Company Partner sent an email to two Intermediary Company employees, copying Intermediary Company Executive 1 and Intermediary Company Executive 2, stating that the MOC Projects 58-09-4046 contract was valued at approximately \$3.5 million and that Intermediary Company Partner needed “US \$20K” because the “[t]otal sub-agents fee here is \$35K, of which I need \$20 now and carry \$15 for later date.”

87. On or about April 1, 2010, Intermediary Company Partner emailed Sub-Agent 1, stating that MOC had decided to retender the MOC Projects 58-09-4046 contract, and that Intermediary Company Partner was “willing to give \$40k on opening the [letter of credit] if [Sub-Agent] can persuade our friend [Iraqi Official 4] to talk to [a high-level MOC official] to see what the hell he is doing and to award to FMC as per the recommendation of his own people and committee members.”

88. On or about October 11, 2010, Intermediary Company Partner sent an email to Sub-Agent 1 requesting assistance with FMC Technologies’ bid on the MOC Projects 58-09-4046 contract, and stating, “As you can see the job is small and the commission is not great but you can have most of it if you help us out. I have allocated \$60,000 for your friend [Iraqi Official 4] . . . .”

89. MOO ultimately approved MOC’s award of the MOC Projects 58-09-4046 contract to FMC Technologies.

***MOC Project 58-10-4079***

90. In or about mid-2010, MOC invited FMC Technologies to bid on a contract to provide metering technologies for oil and gas production in Iraq in connection with another

project (“MOC Project 58-10-4079”). Thereafter, FMC Technologies submitted a technical proposal to MOC for MOC Project 58-10-4079.

91. On or about September 1, 2010, FMC Technologies and Intermediary Company entered into a System Sales Consultant Agreement in connection with FMC Technologies’ efforts to win the MOC Project 58-10-4079 contract. The agreement provided that Intermediary Company would receive a nine percent commission after FMC Technologies received “full customer payment” from the Iraqi government for work on MOC Project 58-10-4079. FMC Technologies Executive 1 and Intermediary Company Executive 1 signed the agreement.

92. On or about October 30, 2010, MOC awarded the MOC Project 58-10-4079 contract to FMC Technologies. MOO thereafter approved the award.

#### ***SOC Projects 4165-4168***

93. In or about early 2011, SOC invited FMC Technologies to bid on a contract to provide metering technologies for oil and gas production in Iraq in connection with four projects (“SOC Projects 4165-4168”). Thereafter, FMC Technologies submitted a technical proposal to SOC for SOC Projects 4165-4168.

94. On or about May 1, 2011, FMC Technologies and Intermediary Company entered into a System Sales Consultant Agreement in connection with FMC Technologies’ efforts to win the SOC Projects 4165-4168 contract. The agreement provided that Intermediary Company would receive a 6.5 percent commission after FMC Technologies received “full customer payment” from the Iraqi government for work on SOC Projects 4165-4168. FMC Technologies Manager 2 and Intermediary Company Executive 1 signed the agreement.

95. In a summary of a meeting between Intermediary Company Partner and Iraqi Official 2 dated October 16, 2010, Intermediary Company Partner wrote, “Enquiry number

4165-68. This is for Metering station at 4 locations in the South, I wanted to make a clear the position with Lighthouse [Iraqi Official 2] where he stands on this job. I am aware the [Company A] agent is very active and gaining friends with his generosity.”

96. On October 19, 2010, Intermediary Company Partner sent an email to Iraqi Official 7, stating “Enquiry 4165, 4166, 4167 & 4168. This is metering station and you are being added to the evaluation committee, Please discuss this job only with me.”

97. In a summary of a meeting between Intermediary Company Partner and Iraqi Official 2 dated on or about March 25, 2011, Intermediary Company partner wrote, “Lighthouse [Iraqi Official 2] signed award to FMC Metering station worth \$17m. I thanked him for that.”

98. In or about July 2011, SOC awarded the SOC Projects 4165-4168 contract to FMC Technologies.

99. On or about October 17, 2011, FMC Technologies Manager 1 sent an email to Intermediary Company Partner, requesting confirmation that MOO was about to approve the award of SOC Projects 4165-4168 to FMC Technologies, and stating, “As I mentioned, we should not appear like we are asking for illegal help as I want this to move in accordance to the normal channels.....I am sure you understand what I am saying.”

100. MOO ultimately approved SOC’s award of the SOC Projects 4165-4168 contract to FMC Technologies.

101. On or about September 12, 2012, FMC Technologies subcontracted with Intermediary Company to provide site installation services in connection with SOC Projects 4165-4168.

102. On or about and between November 30, 2009 and June 7, 2013, FMC Technologies paid Intermediary Company approximately \$795,000. FMC Technologies

transferred these funds, through interstate and international wire, from its bank account in Texas, through the Eastern District of New York, to a bank account in Monaco in the name of Intermediary Company.



**CERTIFICATE OF CORPORATE RESOLUTIONS**

WHEREAS, TechnipFMC plc (the "Company") has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section and the United States Attorney's Office for the Eastern District of New York (the "Fraud Section and the Office"), Brazilian authorities (i.e., the Federal Prosecution Service ("MPF"), the Comptroller General of Brazil ("CGU"), and the Attorney General of Brazil ("AGU")), and the United States Securities and Exchange Commission ("SEC") regarding issues arising in relation to certain improper payments to foreign officials to facilitate the award of contracts and assist in obtaining business for the Company's predecessors;

WHEREAS, in order to resolve such discussions, it is proposed that the Company enter into certain agreements with the Fraud Section and the Office, the Brazilian authorities, and the SEC;

WHEREAS, the Company (a) acknowledges the Fraud Section and the Office's forthcoming filing of the two-count Information charging the Company with one count of conspiracy to commit offenses against the United States, in violation of Title 18, United States Code, Section 371, that is, to violate the anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, Title 15, United States Code, Sections 78dd-1, 78dd-2 and 78dd-3; and one count of conspiracy to commit an offense against the United States, in violation of Title 18, United States Code, Section 371, that is, to violate the FCPA, Title 15, United States Code, Section 78dd-1; (b) waives indictment on such charges and has been advised of the material terms and conditions of a deferred prosecution agreement ("DPA") with the Fraud Section and the Office, which will include (i) a three-year self-reporting of the Company's compliance program; (ii) a knowing waiver of the Company's rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); (iii) a knowing waiver of any objection to venue in the U.S. District Court for the Eastern District of New York for purposes of the DPA and any charges by the United States arising out of the conduct described in the DPA; and (iv) a knowing waiver of any defenses based on the statute of limitations for any prosecution relating to the conduct described in the DPA or relating to conduct known to the Fraud Section and the Office prior to the date on which the DPA will be signed that is not time-barred by the applicable statute of limitations on the date of the signing of the DPA;

WHEREAS, the Company acknowledges the resolution of the corruption investigation by the Brazilian authorities and has been advised of the material terms and conditions of two proposed leniency agreements with the Brazilian authorities (the "Leniency Agreements"), including a two-year self-reporting period;

WHEREAS, the Company acknowledges the resolution of the investigation by the SEC related to the intermediary Unaoil and has been advised of the material terms and conditions of an agreement in principle with the SEC (the "SEC Agreement"), including (a) the entry of an Order making findings and sanctioning the Company for violations of the anti-bribery and books and



records and internal controls provisions of the FCPA concerning Iraq, (b) an administrative cease and desist order against future violations, and (c) a three-year self-reporting period; and

WHEREAS, the Company's Executive Vice President and Chief Legal Officer, Dianne B. Ralston (the "Authorized Person"), together with outside counsel for the Company, have advised the Board of its rights, possible defenses, and the consequences of entering into such agreements with the Fraud Section and the Office, the Brazilian authorities, and the SEC.

NOW, THEREFORE, BE IT RESOLVED, that the Authorized Person is hereby authorized, empowered, and directed, on behalf of the Company, to negotiate, approve, execute, and to delegate to any person authority to execute, each of the DPA, the Leniency Agreements, and the SEC Agreement, each reflective of the terms aforementioned and with such changes as she may approve; and further

RESOLVED, that with respect to the conduct described in the DPA and the Leniency Agreements, the Company agrees to accept and pay a monetary penalty against the Company with a total criminal fine of \$296,184,000 of which:

- \$81,852,966.83 shall be paid to the United States Treasury, and
- \$214,331,033.17 shall be paid to the Brazilian authorities; and further

RESOLVED, that with respect to the SEC Agreement, the Company agrees to accept and pay a total of \$5,061,906 in disgorgement and prejudgment interest to the SEC; and further

RESOLVED, that the Authorized Person as well as other Company officers are 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 further

RESOLVED, that all of the actions of the Authorized Person, 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; and further

RESOLVED, that this written consent may be executed in any number of counterparts, including by electronic approval via the Company's Board portal, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument, and shall have the force and effect of originals.

Date: 6/25/19

A handwritten signature in black ink that reads "Dianne B. Ralston".

Dianne B. Ralston  
Executive Vice President,  
Chief Legal Officer and Secretary

## ATTACHMENT C

### CORPORATE COMPLIANCE PROGRAM

In order to address any deficiencies in its internal controls, compliance code, policies, and procedures regarding compliance with the Foreign Corrupt Practices Act (“FCPA”), 15 U.S.C. §§ 78dd-1, *et seq.*, and other applicable anti-corruption laws, TechnipFMC plc (the “Company”) agrees to continue to conduct, in a manner consistent with all of its obligations under this Agreement, appropriate reviews of its existing internal controls, policies and procedures.

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

#### *High-Level Commitment*

1. The Company will ensure that its directors and senior management provide strong, explicit, and visible support and commitment to its corporate policy against violations of the anti-corruption laws and its compliance code.

## *Policies and Procedures*

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

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

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

g. solicitation and extortion.

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

a. transactions are executed in accordance with management's general or specific authorization;

b. transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and to maintain accountability for assets;

c. access to assets is permitted only in accordance with management's general or specific authorization; and

d. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

*Periodic Risk-Based Review*

5. The Company will develop these compliance policies and procedures on the basis of a periodic risk assessment addressing the individual circumstances of the Company, in particular the foreign bribery risks facing the Company, including, but not limited to, its geographical organization, interactions with various types and levels of government officials, industrial sectors of operation, involvement in joint venture arrangements, importance of licenses and permits in the Company's operations, degree of governmental oversight and inspection, and volume and importance of goods and personnel clearing through customs and immigration.

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

*Proper Oversight and Independence*

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

*Training and Guidance*

8. The Company will implement mechanisms designed to ensure that its anti-corruption compliance code, policies, and procedures are effectively communicated to all directors, officers, employees, and, where necessary and appropriate, agents and business partners. These mechanisms shall include: (a) periodic training for all directors and officers, all employees in positions of leadership or trust, positions that require such training (e.g., internal audit, sales, legal, compliance, finance), or positions that otherwise pose a corruption risk to the Company, and, where necessary and appropriate, agents and business partners; and (b) corresponding certifications by all such directors, officers, employees, agents and business partners, certifying compliance with the training requirements.

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

*Internal Reporting and Investigation*

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

11. The Company will maintain, or where necessary establish, an effective and reliable process with sufficient resources for responding to, investigating and documenting allegations of violations of the anti-corruption laws or the Company's anti-corruption compliance code, policies, and procedures.

*Enforcement and Discipline*

12. The Company will implement mechanisms designed to effectively enforce its compliance code, policies and procedures, including appropriately incentivizing compliance and disciplining violations.

13. The Company will institute appropriate disciplinary procedures to address, among other things, violations of the anti-corruption laws and the Company's anti-corruption compliance code, policies, and procedures by the Company's directors, officers and employees. Such procedures should be applied consistently and fairly, regardless of the position held by, or perceived importance of, the director, officer or employee. The Company shall implement

procedures to ensure that where misconduct is discovered, reasonable steps are taken to remedy the harm resulting from such misconduct, and to ensure that appropriate steps are taken to prevent further similar misconduct, including assessing the internal controls, compliance code, policies and procedures and making modifications necessary to ensure the overall anti-corruption compliance program is effective.

*Third-Party Relationships*

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

- a. properly documented due diligence pertaining to the hiring and appropriate and regular oversight of agents and business partners;
- b. informing agents and business partners of the Company's commitment to abiding by anti-corruption laws, and of the Company's anti-corruption compliance code, policies, and procedures; and
- c. seeking a reciprocal commitment from agents and business partners.

15. Where necessary and appropriate, the Company will include standard provisions in agreements, contracts and renewals thereof with all agents and business partners that are reasonably calculated to prevent violations of the anti-corruption laws, which may, depending upon the circumstances, include: (a) anti-corruption representations and undertakings relating to compliance with the anti-corruption laws; (b) rights to conduct audits of the books and records of the agent or business partner to ensure compliance with the foregoing; and (c) rights to terminate an agent or business partner as a result of any breach of the anti-corruption laws, the Company's



compliance code, policies, or procedures, or the representations and undertakings related to such matters.

#### *Mergers and Acquisitions*

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

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

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

#### *Monitoring and Testing*

18. The Company will conduct periodic reviews and testing of its anti-corruption compliance code, policies, and procedures designed to evaluate and improve their effectiveness in preventing and detecting violations of anti-corruption laws and the Company's anti-corruption code, policies and procedures, taking into account relevant developments in the field and evolving international and industry standards.

## **ATTACHMENT D**

### **REPORTING REQUIREMENTS**

TechnipFMC plc (the “Company”) agrees that it will report to the United States Department of Justice, Criminal Division, Fraud Section and the United States Attorney’s Office for the Eastern District of New York (the “Fraud Section and the Office”) periodically, at no less than twelve-month intervals during the term of this Agreement, regarding remediation and implementation of the compliance program and internal controls, policies and procedures described in Attachment C. During the term of this Agreement, the Company shall: (1) conduct an initial review and submit an initial report, and (2) conduct and prepare at least two follow-up reviews and reports, as described below:

a. By no later than one year from the date this Agreement is executed, the Company shall submit to the Fraud Section and the Office a written report setting forth a complete description of its remediation efforts to date, its proposals reasonably designed to improve the Company’s internal controls, policies and procedures for ensuring compliance with the FCPA and other applicable anti-corruption laws, and the proposed scope of the subsequent reviews. The report shall be transmitted to Daniel S. Kahn, Deputy Chief, Fraud Section, Criminal Division, U.S. Department of Justice, 1400 New York Ave NW, Washington, DC 20005; and Jacquelyn Kasulis, Chief, Criminal Division, United States Attorney’s Office for the Eastern District of New York, 271 Cadman Plaza East, Brooklyn, NY 11201. The Company may extend the time period for issuance of the report with prior written approval of the Fraud Section and the Office.

b. The Company shall undertake at least two follow-up reviews and reports, incorporating the Fraud Section’s and the Office’s views on the Company’s prior reviews and

reports, to further monitor and assess whether the Company's policies and procedures are reasonably designed to detect and prevent violations of the FCPA and other applicable anti-corruption laws.

c. The first follow-up review and report shall be completed and delivered to the Fraud Section and the Office by no later than one year after the initial report is submitted and delivered to the Fraud Section and the Office. The second follow-up review and report shall be completed and delivered to the Fraud Section and the Office no later than thirty (30) days before the end of the Term.

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

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