

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

UNITED STATES OF AMERICA

- against -

AMEC FOSTER WHEELER ENERGY
LIMITED,

Defendant.

DEFERRED PROSECUTION
AGREEMENT

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

-----X

DEFERRED PROSECUTION AGREEMENT

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

Criminal Information and Acceptance of Responsibility

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

that is, to violate the anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 (“FCPA”), as amended, Title 15, United States Code, Section 78dd-3. In so doing, the Company: (a) knowingly waives its right to indictment on these charges, as well as all rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); and (b) knowingly waives any objection with respect to venue to any charges by the United States arising out of the conduct described in the Statement of Facts attached as Attachment A (“Statement of Facts”) and consents to the filing of the Information, as provided under the terms of this Agreement, in the United States District Court for the Eastern District of New York. The Fraud Section and the Office agree to defer prosecution of the Company pursuant to the terms and conditions described below.

2. The Company admits, accepts, and acknowledges that it is responsible under United States law for the acts of its officers, directors, employees, and agents as charged in the Information, and as set forth in the Statement of Facts, and that the allegations described in the Information and the facts described in the Statement of Facts are true and accurate. The Company and Wood agree that, effective as of the date the Company signs this Agreement, in any prosecution that is deferred by this Agreement, the Company and Wood will not dispute the Statement of Facts set forth in this Agreement, and, in any such prosecution, the Statement of Facts shall be admissible as: (a) substantive evidence offered by the government in its case-in-chief and rebuttal case; (b) impeachment evidence offered by the government on cross-examination; and (c) evidence at any sentencing hearing or other hearing. In addition, in connection therewith, the Company and Wood agree not to assert any claim under the United States Constitution, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the Federal Rules

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

Term of the Agreement

3. This Agreement is effective for a period beginning on the date on which the Information is filed and ending three years from that date (the “Term”). The Company and Wood agree, however, that, in the event the Fraud Section and the Office determine, in their sole discretion, that the Company or Wood has knowingly violated any provision of this Agreement or has failed to completely perform or fulfill each of the Company’s or Wood’s obligations under this Agreement, an extension or extensions of the Term may be imposed by the Fraud Section and the Office, in their sole discretion, for up to a total additional time period of one year, without prejudice to the Fraud Section’s and the Office’s right to proceed as provided in Paragraphs 14 to 16 below. Any extension of the Agreement extends all terms of this Agreement, including the terms of the reporting requirements in Attachment D, for an equivalent period. Conversely, in the event the Fraud Section and the Office find, in their sole discretion, that there exists a change in circumstances sufficient to eliminate the need for the reporting requirements in Attachment D, and that the other provisions of this Agreement have been satisfied, the Agreement may be terminated early. If the Court refuses to grant exclusion of time under the Speedy Trial Act, 18 U.S.C. § 3161(h)(2), the Term shall be deemed to have not begun, and all the provisions of this Agreement shall be deemed null and void, except that the statute of limitations for any prosecution relating to the conduct described in the Statement of Facts shall be tolled from the date on which this Agreement is signed until the date the Court

refuses to grant the exclusion of time plus six months, and except for the provisions contained within Paragraph 2 of this Agreement.

Relevant Considerations

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

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

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

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

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

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

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

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

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

h. the Company has no prior criminal history;

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

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

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

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

Future Cooperation and Disclosure Requirements

5. The Company shall cooperate fully with the Fraud Section and the Office in any and all matters relating to the conduct described in the Statement of Facts and other conduct under investigation by the Fraud Section and the Office at any time during the Term, subject to applicable laws and regulations, until the later of the date upon which all investigations and prosecutions arising out of such conduct are concluded, or the end of the Term. At the request of the Fraud Section and the Office, the Company shall also cooperate fully with other domestic or foreign law enforcement and regulatory authorities and agencies, as well as the Multilateral Development Banks ("MDBs"), in any investigation of the Company or any of its subsidiaries or affiliates, or any of its present or former officers, directors, employees, agents, and consultants, or any other party, in any and all matters relating to the conduct described in this Agreement and the Statement of Facts and other conduct under investigation by the Fraud Section and the

Office. The Company's cooperation pursuant to this Paragraph is subject to applicable law and regulations, including data privacy and national security laws, as well as valid claims of attorney-client privilege or attorney work product doctrine; however, the Company must provide to the Fraud Section and the Office a log of any information or cooperation that is not provided based on an assertion of law, regulation, or privilege, and the Company bears the burden of establishing the validity of any such assertion. The Company agrees that its cooperation pursuant to this Paragraph shall include, but not be limited to, the following:

a. The Company shall truthfully disclose all factual information with respect to its activities, those of its subsidiaries and affiliates, and those of its present and former directors, officers, employees, agents, and consultants, including any evidence or allegations and internal or external investigations, about which the Company has any knowledge or about which the Fraud Section and the Office may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of the Company to provide to the Fraud Section and the Office, upon request, any document, record or other tangible evidence about which the Fraud Section and the Office may inquire of the Company.

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

c. The Company shall use its best efforts to make available for interviews or testimony, as requested by the Fraud Section and the Office, present or former officers, directors, employees, agents and consultants of the Company. This obligation includes, but is not limited

to, sworn testimony before a federal grand jury or in federal trials, as well as interviews with domestic or foreign law enforcement and regulatory authorities. Cooperation under this Paragraph shall include identification of witnesses who, to the knowledge of the Company, may have material information regarding the matters under investigation.

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

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

Payment of Monetary Penalty

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

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

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

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

TOTAL 32

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

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

(a) Base Culpability Score 5

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

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

TOTAL 7

Calculation of Fine Range:

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

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

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

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

The Fraud Section and the Office further agree to credit towards satisfaction of payment of the Total Criminal Fine the amount the Company pays to authorities in the United Kingdom, up to a maximum of \$4,593,750, so long as the Company pays the remaining amount to the United Kingdom pursuant to the Company's resolution with authorities in the United Kingdom related to the same underlying conduct described in the Statement of Facts. Should any amount of the \$6,125,000 payment to authorities in Brazil or the \$4,593,750 payment to authorities in the United Kingdom not be made by the end of the Term, the Company will be required to pay the full remaining amount to the United States Treasury. The Company and the Fraud Section and the Office agree that this penalty is appropriate given the facts and circumstances of this case, including the Relevant Considerations described in Paragraph 4 of this Agreement. The Total Criminal Fine is final and shall not be refunded. Furthermore, nothing in this Agreement shall be deemed an agreement by the Fraud Section and the Office that the Total Criminal Fine is the maximum penalty that may be imposed in any future prosecution, and the Fraud Section and the Office are not precluded from arguing in any future prosecution that the Court should impose a higher fine, although the Fraud Section and the Office agree that under those circumstances, they will recommend to the Court that any amount paid under this Agreement should be offset against any fine the Court imposes as part of a future judgment. The Company and Wood acknowledge that no tax deduction may be sought in connection with the payment of any part of the Total Criminal Fine. The Company shall not seek or accept directly or indirectly reimbursement or

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

Conditional Release from Liability

8. Subject to Paragraphs 14 to 16, the Fraud Section and the Office agree, except as provided in this Agreement, that they will not bring any criminal or civil case against the Company, Wood, or any of their affiliates or subsidiaries, relating to any of the conduct described in the Statement of Facts or the criminal Information filed pursuant to this Agreement. The Fraud Section and the Office, however, may use any information related to the conduct described in the Statement of Facts against the Company, Wood, or any of their subsidiaries or affiliates: (a) in a prosecution for perjury or obstruction of justice; (b) in a prosecution for making a false statement; (c) in a prosecution or other proceeding relating to any crime of violence; or (d) in a prosecution or other proceeding relating to a violation of any provision of Title 26 of the United States Code.

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

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

Corporate Compliance Program

9. The Company and Wood represent that they have implemented and will continue to implement a compliance and ethics program designed to prevent and detect violations of the FCPA and other applicable anti-corruption laws throughout their operations, including those of

their affiliates, subsidiaries, agents, and joint ventures, and those of their contractors and subcontractors whose responsibilities include interacting with foreign officials or other activities carrying a high risk of corruption, including, but not limited to, the minimum elements set forth in Attachment C.

10. In order to address any deficiencies in their internal accounting controls, policies, and procedures, the Company and Wood represent that they will continue to undertake, in a manner consistent with all of their obligations under this Agreement, a review of their existing internal accounting controls, policies, and procedures, regarding compliance with the FCPA and other applicable anti-corruption laws. Where necessary and appropriate, the Company and Wood agree to adopt a new compliance program, or to modify their existing one, including internal controls, compliance policies, and procedures in order to ensure that they maintain: (a) an effective system of internal accounting controls designed to ensure the making and keeping of fair and accurate books, records, and accounts; and (b) a rigorous anti-corruption compliance program that incorporates relevant internal accounting controls, as well as policies and procedures designed to effectively detect and deter violations of the FCPA and other applicable anti-corruption laws. The compliance program, including the internal accounting controls system will include, but not be limited to, the minimum elements set forth in Attachment C.

Corporate Compliance Reporting

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

Deferred Prosecution

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

13. The Fraud Section and the Office further agree that if the Company and Wood fully comply with all of their obligations under this Agreement, the Fraud Section and the Office will not continue the criminal prosecution against the Company described in Paragraph 1 and, at the conclusion of the Term, this Agreement shall expire. Within six months after the Agreement's expiration, the Fraud Section and the Office shall seek dismissal with prejudice of the Information filed against the Company described in Paragraph 1, and agree not to file charges in the future against the Company based on the conduct described in this Agreement and the Statement of Facts. If, however, the Fraud Section and the Office determine during this six-month period that the Company or Wood breached the Agreement during the Term, as described in Paragraph 14, the Fraud Section's and the Office's ability to extend the Term, as described in Paragraph 3, or to pursue other remedies, including those described in Paragraphs 14 to 16, remains in full effect.

Breach of the Agreement

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

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

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

15. In the event the Fraud Section and the Office determine that the Company or Wood has breached this Agreement, the Fraud Section and the Office agree to provide the Company and Wood with written notice of such breach prior to instituting any prosecution resulting from such breach. Within 30 days of receipt of such notice, the Company and Wood shall have the opportunity to respond to the Fraud Section and the Office in writing to explain the nature and circumstances of such breach, as well as the actions the Company and Wood have taken to address and remediate the situation, which explanation the Fraud Section and the Office shall consider in determining whether to pursue prosecution of the Company, Wood, or their subsidiaries or affiliates.

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

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

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

18. On the date that the period of deferred prosecution specified in this Agreement expires, the Company, by two Directors of the Company (the two most senior individuals at the Company), will certify to the Fraud Section and the Office, in the form of executing the document attached as Attachment E to this Agreement, that the Company has met its disclosure obligations pursuant to Paragraph 6 of this Agreement. Each certification will be deemed a material statement and representation by the Company to the executive branch of the United

States for purposes of 18 U.S.C. §§ 1001 and 1519, and it will be deemed to have been made in the judicial district in which this Agreement is filed.

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

19. Except as may otherwise be agreed by the parties in connection with a particular transaction, the Company and Wood agree that in the event that, during the Term, they undertake any change in corporate form, including if they sell, merge, or transfer business operations, that is material to the Company's consolidated operations or to the operations of any subsidiaries or affiliates of the Company or Wood that were involved in the conduct described in the Statement of Facts, as they exist as of the date of this Agreement, whether such sale is structured as a sale, asset sale, merger, transfer, or other change in corporate form, they shall include in any contract for sale, merger, transfer, or other change in corporate form a provision binding the purchaser, or any successor in interest thereto, to the obligations described in this Agreement. The purchaser or successor in interest must also agree in writing that the Fraud Section's and the Office's ability to determine a breach under this Agreement is applicable in full force to that entity. The Company and Wood agree that the failure to include these provisions in the transaction will make any such transaction null and void. The Company and Wood shall provide notice to the Fraud Section and the Office at least 30 days prior to undertaking any such sale, merger, transfer, or other change in corporate form. The Fraud Section and the Office shall notify the Company and Wood prior to such transaction (or series of transactions) if they determine that the transaction(s) will have the effect of circumventing or frustrating the enforcement purposes of this Agreement. If at any time during the Term the Company or Wood engages in a transaction(s) that has the effect of circumventing or frustrating the enforcement purposes of this Agreement, the Fraud Section and the Office may deem it a breach of this Agreement pursuant to

Paragraphs 14 to 16 of this Agreement. Nothing herein shall restrict the Company and Wood from indemnifying (or otherwise holding harmless) the purchaser or successor in interest for penalties or other costs arising from any conduct that may have occurred prior to the date of the transaction, so long as such indemnification does not have the effect of circumventing or frustrating the enforcement purposes of this Agreement, as determined by the Fraud Section and the Office.

Public Statements by Company

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

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

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

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

Limitations on Binding Effect of Agreement

23. This Agreement is binding on the Company and Wood and the Fraud Section and the Office, but specifically does not bind any other component of the Department of Justice, other federal agencies, or any state, local or foreign law enforcement or regulatory agencies, or any other authorities, although the Fraud Section and the Office will bring the cooperation of the

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

Notice

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

Complete Agreement

25. This Agreement, including its attachments, sets forth all the terms of the agreement between the Company and Wood and the Fraud Section and the Office. No amendments, modifications or additions to this Agreement shall be valid unless they are in

writing and signed by the Fraud Section and the Office, the attorneys for the Company and Wood and a duly authorized representative of the Company.

AGREED:

**FOR AMEC FOSTER WHEELER
ENERGY LIMITED:**

Date: 23 June 2021

By:


Martin J. McIntyre ✓
Amec Foster Wheeler Energy Limited

Date: June 24, 2021

By:


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

**FOR JOHN WOOD
GROUP PLC:**

Date: 23 June 2021

By:


Martin J. McIntyre ✓
John Wood Group PLC

Date: June 24, 2021

By:


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

FOR THE DEPARTMENT OF JUSTICE:

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

Date: 6/24/2021

By: _____


Ge
Assistant Chief
Dennis R. Kihm
Trial Attorney

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

Date: 6/24/2021

By: _____


Julia Nestor
Assistant United States Attorney

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

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

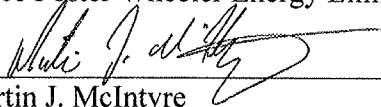
I have carefully reviewed the terms of this Agreement with the Board of Directors of the Company. I have advised and caused outside counsel for the Company to advise the Board of Directors fully of the rights of the Company, of possible defenses, of the provisions of the Sentencing Guidelines, and of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

No promises or inducements have been made other than those contained in this Agreement. Furthermore, no one has threatened or forced me, or to my knowledge any person authorizing this Agreement on behalf of the Company, in any way to enter into this Agreement.

I am also satisfied with outside counsel's representation in this matter. I certify that I am the General Counsel for John Wood Group PLC ("Wood") and that I have been duly authorized by the Company and Wood to act on behalf of the Company in relation to this matter, and to execute this Agreement on behalf of the Company.

Date: 23 June 2021

Amec Foster Wheeler Energy Limited

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

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

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

Date: June 24, 2021

By: 

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

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

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

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

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

Date: 23 June 2021

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

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

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

Date: June 24, 2021

By: _____

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