

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA

PLEA AGREEMENT

- against -

19 CR 279 (KAM)

TECHNIP USA, INC.,

Defendant.

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The United States of America, by and through the 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"), and the defendant, Technip USA, Inc. (the "Defendant"), by and through its undersigned attorneys, and through its authorized representative, pursuant to authority granted by the Defendant's Board of Directors, hereby submit and enter into this plea agreement (the "Agreement"), pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure. The terms and conditions of this Agreement are as follows:

THE DEFENDANT'S AGREEMENT

1. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the Defendant agrees to waive its right to grand jury indictment and its right to challenge venue in the United States District Court for the Eastern District of New York, and to plead guilty to a criminal Information charging the Defendant 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-2 and 78dd-3, related to conduct by the Defendant in Brazil.

2. The Defendant understands that, to be guilty of these offenses, the following essential elements of the offense must be satisfied:

a. an unlawful agreement between two or more individuals to violate the FCPA existed; specifically, as a “domestic concern,” as that term is defined in the FCPA, Title 15, United States Code, Section 78dd-2, or an agent of a “domestic concern,” or as a “person,” as that term is defined in the FCPA, 15, United States Code, Section 78dd-3, or an agent of a “person,” while in the territory of the United States, to make use of the mails and means and instrumentalities of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, and authorization of the payment of any money, offer, gift, promise to give, and authorization of the giving of anything of value, to a foreign official, and to a person, while knowing that all or a portion of such money and thing of value would be and had been offered, given, and promised to a foreign official, for purposes of: (i) influencing acts and decisions of such foreign official in his or her official capacity; (ii) inducing such foreign official to do and omit to do acts in violation of the lawful duty of such official; (iii) securing an improper advantage; and (iv) inducing such foreign official to use his or her influence with a foreign government and agencies and instrumentalities thereof to affect and influence acts and decisions of such government and agencies and instrumentalities, in order to assist the Defendant and its co-conspirators in obtaining and retaining business for and with, and directing business to, any person, contrary to Title 15, United States Code, Sections 78dd-2 and 78dd-3;

b. the Defendant knowingly and willfully joined that conspiracy;

c. one of the members of the conspiracy knowingly committed or caused to be committed, in the Eastern District of New York or elsewhere in the United States, at least one of the overt acts charged in the Information; and

d. the overt acts were committed to further some objective of the conspiracy.

3. The Defendant understands and agrees that the Agreement is between the Fraud Section, the Office and the Defendant and does not bind any other division or section of the Department of Justice or any other federal, state, or local prosecuting, administrative or regulatory authority. Nevertheless, the Fraud Section and the Office will bring the Agreement and the nature and quality of the conduct, cooperation and remediation of the Defendant, its direct or indirect affiliates, subsidiaries and joint ventures, to the attention of other prosecuting authorities or other agencies, as well as debarment authorities and Multilateral Development Banks ("MDBs"), if requested by the Defendant.

4. The Defendant agrees that the Agreement will be executed by an authorized corporate representative. The Defendant further agrees that a resolution duly adopted by the Defendant's Board of Directors in the form attached to this Agreement as Exhibit 1, authorizes the corporate representative to enter into the Agreement on behalf of the Defendant and to take all necessary steps to effectuate the Agreement, and that the signatures on the Agreement by the Defendant and its counsel are authorized by the Defendant's Board of Directors, on behalf of the Defendant.

5. The Defendant agrees that it has the full legal right, power and authority to enter into and perform all of its obligations under the Agreement.

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

a. TechnipFMC PLC (the "Parent Company") is entering into a deferred prosecution agreement (the "DPA") and has agreed to pay a total criminal fine of \$296,184,000, of which \$81,852,966.83 shall be paid to the United States Treasury, and the remainder shall be

paid to Brazilian authorities in connection with the Parent Company's resolution with such authorities relating to the same conduct;

b. the Defendant and the Parent Company did not receive voluntary disclosure credit because they did not voluntarily and timely disclose to the Fraud Section and the Office the conduct described in the Statement of Facts, attached to the Agreement as Exhibit 2;

c. the Defendant and the Parent Company received full credit for their cooperation with the Fraud Section 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;

d. the Defendant and the Parent Company provided to the Fraud Section and the Office all relevant facts known to them, including information about the individuals involved in the misconduct;

e. the Defendant and the Parent 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;

f. the Parent Company has enhanced and has committed to continue enhancing 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 and ensuring that its compliance program satisfies the minimum elements set forth in Attachment C to the Parent Company's DPA;

g. based on the Parent Company's remediation and the state of its compliance program, and the Parent Company's agreement to report to the Fraud Section and the Office as set forth in Attachment D to the Parent Company's DPA, the Fraud Section and the Office determined that an independent compliance monitor is unnecessary;

h. the Parent 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;

i. 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 Parent 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 Defendant and the Parent Company have agreed to continue to cooperate with the Fraud Section and the Office in any ongoing investigation of the conduct of the Defendant and the Parent Company, their subsidiaries and affiliates and their 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 Parent 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.

7. The Defendant agrees to abide by all terms and obligations of the Agreement as described herein, including, but not limited to, the following:

- a. to plead guilty as set forth in the Agreement;
- b. to abide by all sentencing stipulations contained in the Agreement;
- c. to appear, through its duly appointed representatives, as ordered for all court appearances, and obey any other ongoing court order in this matter, consistent with all applicable U.S. and foreign laws, procedures and regulations;
- d. to commit no further crimes;
- e. to be truthful at all times with the Court;
- f. to pay the applicable fine and special assessment;
- g. to 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 but not be limited to the minimum elements set forth in Attachment C of the Parent Company's DPA; and

h. to report to the Fraud Section and the Office annually during a term of three years, beginning on the date of sentencing, regarding remediation and implementation of the compliance measures described in Attachment C of the Parent Company's DPA, prepared in accordance in accordance with Attachment D of the Parent Company's DPA.

8. Except as may otherwise be agreed by the parties in connection with a particular transaction, the Defendant agrees that in the event that, during the three-year term of the DPA (the "Term"), the Defendant 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 Exhibit 2 of the Agreement attached hereto, 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 and the Office's ability to breach under the Agreement is applicable in full force to that entity. The Defendant agrees that the failure to include these provisions in the transaction will make any such transaction null and void. The Defendant 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 Defendant 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 this Agreement. If at any time during the Term the

Defendant 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 22–25. Nothing herein shall restrict the Defendant 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.

9. The Defendant, subject to applicable laws and regulations, shall cooperate fully with the Fraud Section and the Office in any and all matters relating to the conduct described in the Agreement and Exhibit 2 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. At the request of the Fraud Section, the Defendant shall also cooperate fully with other domestic or foreign law enforcement and regulatory authorities and agencies, as well as the MDBs, in any investigation of the Defendant, its Parent Company or its affiliates, or any of their 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 Exhibit 2 and other conduct under investigation by the Fraud Section and the Office or any other component of the Department of Justice. The Defendant's cooperation pursuant to this Paragraph is subject to applicable law and regulations, as well as valid claims of attorney-client privilege or attorney work product doctrine; however, the Defendant 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 Defendant bears the burden of establishing the validity of any

such an assertion. The Defendant agrees that its cooperation pursuant to this paragraph shall include, but not be limited to, the following:

a. The Defendant 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 Defendant 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 Defendant 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 Defendant.

b. Upon request of the Fraud Section and the Office, the Defendant shall designate knowledgeable employees, agents or attorneys to provide to the Fraud Section and the Office the information and materials described in Paragraph 9(a) above on behalf of the Defendant. It is further understood that the Defendant must at all times provide complete, truthful and accurate information.

c. The Defendant 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 Defendant. 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 Defendant, 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 Defendant 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.

10. During the Term, should the Defendant learn of any evidence or allegation of conduct that may constitute a violation of the FCPA anti-bribery or accounting provisions had the conduct occurred within the jurisdiction of the United States, the Defendant shall promptly report such evidence or allegation to the Fraud Section and the Office. Thirty days prior to the end of the Term, the Defendant, by the Chief Executive Officer and the Chief Financial Officer of the Defendant, will certify to the Fraud Section and the Office that the Defendant has met its disclosure obligations pursuant to this Paragraph. Each certification will be deemed a material statement and representation by the Defendant 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.

11. The Defendant agrees that any fine or restitution imposed by the Court will be due and payable in full within ten days of the entry of judgment following such sentencing hearing, and the Defendant will not attempt to avoid or delay payment. The Defendant further agrees to pay the Clerk of the Court for the United States District Court for the Eastern District of New York the mandatory special assessment of \$400 per count within ten business days from the date of sentencing.

THE UNITED STATES' AGREEMENT

12. In exchange for the guilty plea of the Defendant and the complete fulfillment of all of its obligations under this Agreement, the Fraud Section and the Office agree they will not file additional criminal charges against the Defendant or any of its direct or indirect affiliates, subsidiaries or joint ventures relating to (a) any of the conduct described in Exhibit 2, or (b) information made known to the Fraud Section and the Office prior to the date of the Agreement, except for the charges specified in the DPA. This Paragraph does not provide any protection against prosecution for any crimes, including corrupt payments or related false books and records and failure to implement adequate internal accounting controls, made in the future by the Defendant, the Parent Company or by any of their officers, directors, employees, agents or consultants, whether or not disclosed by the Defendant pursuant to the terms of the Agreement. The Agreement does not close or preclude the investigation or prosecution of any natural persons, including any officers, directors, employees, agents or consultants of the Defendant, the Parent Company, or their direct or indirect affiliates, subsidiaries or joint ventures, who may have been involved in any of the matters set forth in the Information, Exhibit 2 or in any other matters. The Defendant agrees that nothing in the Agreement is intended to release the Defendant from any and all of the Defendant's excise and income tax liabilities and reporting obligations for any and all income not properly reported and/or legally or illegally obtained or derived.

FACTUAL BASIS

13. The Defendant is pleading guilty because it is guilty of the charges contained in the Information. The Defendant admits, agrees and stipulates that the factual allegations set forth in the Information and Exhibit 2 are true and correct, that it is responsible for the acts of its officers,

directors, employees and agents described in the Information and Exhibit 2, and that the Information and Exhibit 2 accurately reflect the Defendant's criminal conduct.

THE DEFENDANT'S WAIVER OF RIGHTS, INCLUDING THE RIGHT TO APPEAL

14. Federal Rule of Criminal Procedure 11(f) and Federal Rule of Evidence 410 limit the admissibility of statements made in the course of plea proceedings or plea discussions in both civil and criminal proceedings, if the guilty plea is later withdrawn. The Defendant expressly warrants that it has discussed these rules with its counsel and understands them. Solely to the extent set forth below, the Defendant voluntarily waives and gives up the rights enumerated in Federal Rule of Criminal Procedure 11(f) and Federal Rule of Evidence 410. Specifically, the Defendant understands and agrees that any statements that it makes in the course of its guilty plea or in connection with the Agreement are admissible against it for any purpose in any U.S. federal criminal proceeding if, even though the Fraud Section and the Office have fulfilled all of its obligations under the Agreement and the Court has imposed the agreed-upon sentence, the Defendant nevertheless withdraws its guilty plea.

15. The Defendant is satisfied that the Defendant's attorneys have rendered effective assistance. The Defendant understands that by entering into the Agreement, the Defendant surrenders certain rights as provided in the Agreement. The Defendant understands that the rights of criminal defendants include the following:

- (a) the right to plead not guilty and to persist in that plea;
- (b) the right to a jury trial;
- (c) the right to be represented by counsel – and if necessary have the court appoint counsel – at trial and at every other stage of the proceedings;

(d) the right at trial to confront and cross-examine adverse witnesses, to be protected from compelled self-incrimination, to testify and present evidence and to compel the attendance of witnesses; and

(e) pursuant to Title 18, United States Code, Section 3742, the right to appeal the sentence imposed.

Nonetheless, the Defendant knowingly waives the right to appeal or collaterally attack the conviction and any sentence within the statutory maximum described below (or the manner in which that sentence was determined) on the grounds set forth in Title 18, United States Code, Section 3742, or on any ground whatsoever except those specifically excluded in this paragraph, in exchange for the concessions made by the United States in the Agreement. The Agreement does not affect the rights or obligations of the United States as set forth in Title 18, United States Code, Section 3742(b). The Defendant also knowingly waives the right to bring any collateral challenge challenging either the conviction, or the sentence imposed in this case. The Defendant hereby waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including without limitation any records that may be sought under the Freedom of Information Act, Title 5, United States Code, Section 552, or the Privacy Act, Title 5, United States Code, Section 552a. The Defendant waives all defenses based on the statute of limitations and venue with respect to any prosecution related to the conduct described in Exhibit 2 or the Information, including any prosecution that is not time-barred on the date that the Agreement is signed in the event that: (a) the conviction is later vacated for any reason; (b) the Defendant violates the Agreement; or (c) the plea is later withdrawn, provided such prosecution is brought within one year of any such vacation of conviction, violation of agreement or withdrawal

of plea plus the remaining time period of the statute of limitations as of the date that the Agreement is signed. The Fraud Section and the Office are free to take any position on appeal or any other post-judgment matter. The parties agree that any challenge to the Defendant's sentence that is not foreclosed by this paragraph will be limited to that portion of the sentencing calculation that is inconsistent with (or not addressed by) this waiver. Nothing in the foregoing waiver of appellate and collateral review rights shall preclude the Defendant from raising a claim of ineffective assistance of counsel in an appropriate forum.

PENALTY

16. The statutory maximum sentence that the Court can impose for a violation of Title 18, United States Code, Section 371, is a fine of \$500,000 or twice the gross pecuniary gain or gross pecuniary loss resulting from the offense, whichever is greatest (Title 15, United States Code, Section 78ff(a) and Title 18, United States Code, Sections 3571(c) &(d)); five years' probation, (Title 18, United States Code, Section 3561(c)(1)); a mandatory special assessment of \$400 per count (Title 18, United States Code, Section 3013(a)(2)(B)); and restitution in the amount of any victims' losses as ordered by the Court. In this case, the parties agree that the gross pecuniary gain resulting from the offense is \$135,720,000, as described in the DPA. Therefore, pursuant to 18 U.S.C. § 3571(d), the maximum fine that may be imposed is \$271,440,000 per offense.

SENTENCING RECOMMENDATION

17. The parties agree that pursuant to *United States v. Booker*, 543 U.S. 220 (2005), the Court must determine an advisory sentencing guideline range pursuant to the United States Sentencing Guidelines ("USSG"). The Court will then determine a reasonable sentence within the statutory range after considering the advisory sentencing guideline range and the factors listed in Title 18, United States Code, Section 3553(a). The parties' agreement herein to any guideline

sentencing factors constitutes proof of those factors sufficient to satisfy the applicable burden of proof. The Defendant also understands that if the Court accepts this Agreement, the Court is bound by the sentencing provisions in Paragraph 16.

18. The Fraud Section and the Office and the Defendant agree that a faithful application of the USSG 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
TOTAL	<u>42</u>

- c. Base Fine. Based upon USSG § 8C2.4(a)(1), the base fine is \$135,720,000.
- 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
TOTAL	<u>10</u>

Calculation of Fine Range:

Base Fine	\$135,720,000
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Multipliers	2(min) / 4(max)
Fine Range	\$271,440,000/ \$542,880,000

19. Pursuant to paragraph 7 of the Parent Company's DPA, the Parent Company, directly or through an affiliate, has agreed to pay a criminal penalty of \$296,184,000, of which it will pay \$81,852,966.83 to the United States Treasury, relating to the same underlying conduct described herein. Thus, pursuant to 11(c)(1)(C) of the Federal Rules of Criminal Procedure, the Fraud Section, the Office and the Defendant agree that the following represents the appropriate disposition of the case:

a. Disposition. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the Fraud Section, the Office and the Defendant agree that the appropriate disposition of this case is as set forth above, and agree to recommend jointly that the Court, at a hearing to be scheduled at an agreed upon time, impose a sentence requiring the Defendant to pay a criminal fine of \$500,000, payable in full within ten days of the entry of judgment following such sentencing hearing ("the recommended sentence").

b. Mandatory Special Assessment. The Defendant shall pay to the Clerk of the Court for the United States District Court for the Eastern District of New York within ten days of the time of sentencing the mandatory special assessment of \$400 per count.

c. Restitution. As of the date of the Agreement, the Fraud Section, the Office and the Defendant have not identified any victim qualifying for restitution and thus are not requesting an order of restitution. The Defendant recognizes and agrees, however, that restitution is imposed at the sole discretion of the Court. The Defendant agrees to pay restitution as part of the Agreement in the event restitution is ordered by the Court.

20. The Agreement is presented to the Court pursuant to Fed. R. Crim. P. 11(c)(1)(C). The Defendant understands that, if the Court rejects the Agreement, the Court must: (a) inform the parties that the Court rejects the Agreement; (b) advise the Defendant's counsel that the Court is not required to follow the Agreement and afford the Defendant the opportunity to withdraw its plea; and (c) advise the Defendant that if the plea is not withdrawn, the Court may dispose of the case less favorably toward the Defendant than the Agreement contemplated. The Defendant further understands that if the Court refuses to accept any provision of the Agreement, neither party shall be bound by the provisions of the Agreement.

21. The Fraud Section, the Office, and the Defendant waive the preparation of a Pre-Sentence Investigation Report ("PSR") and intend to seek a sentencing by the Court immediately following the Rule 11 hearing in the absence of a PSR. The Defendant understands that the decision whether to proceed with the sentencing proceeding without a PSR is exclusively that of the Court. In the event the Court directs the preparation of a PSR, the Fraud Section and the Office will fully inform the preparer of the PSR and the Court of the facts and law related to the Defendant's case.

BREACH OF THE AGREEMENT

22. If the Defendant (a) commits any felony under U.S. federal law; (b) provides in connection with the Agreement deliberately false, incomplete or misleading information; (c) fails to cooperate as set forth in Paragraphs 9 and 10 of the Agreement; (d) fails to implement a compliance program as part of the Parent Company's program as set forth in Attachment C of the Parent Company's DPA; (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 specifically to perform or to fulfill completely each of the Defendant's obligations under the Agreement, regardless of

whether the Fraud Section and the Office become aware of such a breach after the term specified in Paragraph 7(h) of the Agreement, the Defendant 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 Defendant has breached the Agreement and whether to pursue prosecution of the Defendant shall be in the sole discretion of the Fraud Section and the Office. Any such prosecution may be premised on information provided by the Defendant. 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 this Agreement may be commenced against the Defendant, notwithstanding the expiration of the statute of limitations, between the signing of this Agreement and the expiration of the term described in Paragraph 7(h) of the Agreement plus one year. Thus, by signing the Agreement, the Defendant 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 described in Paragraph 7(h) of the Agreement plus one year. The Defendant gives up all defenses based on the statute of limitations, any claim of pre-indictment delay or any speedy trial claim with respect to any such prosecution or action, except to the extent that such defenses existed as of the date of the signing of the Agreement. In addition, the Defendant agrees that the statute of limitations as to any violation of federal law that occurs during the term of the cooperation obligations provided for in Paragraph 9 of the Agreement 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.

23. In the event the Fraud Section and the Office determine that the Defendant has breached the Agreement, the Fraud Section and the Office agree to provide the Defendant with written notice of such breach prior to instituting any prosecution resulting from such breach. Within thirty (30) days of receipt of such notice, the Defendant 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 Defendant 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 Defendant.

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

25. The Defendant 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 Defendant breaches the Agreement and this matter proceeds to judgment. The Defendant 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.

PUBLIC STATEMENTS BY THE DEFENDANT

26. The Defendant expressly agrees that it shall not, through present or future attorneys, officers, directors, employees, agents or any other person authorized to speak for the Defendant make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by the Defendant set forth above or the facts described in the Information and Exhibit 2. Any such contradictory statement shall, subject to cure rights of the Defendant described below, constitute a breach of the Agreement, and the Defendant thereafter shall be subject to prosecution as set forth in Paragraphs 22–25 of this Agreement. The decision whether any public statement by any such person contradicting a fact contained in the Information or Exhibit 2 will be imputed to the Defendant for the purpose of determining whether it has breached this Agreement shall be at the sole discretion of the Fraud Section and the Office. If the Fraud Section and the Office determine that a public statement by any such person contradicts in whole or in part a statement contained in the Information or Exhibit 2, the Fraud Section and the Office shall so notify the Defendant, and the Defendant may avoid a breach of this Agreement by publicly repudiating such statement(s) within five business days after notification. The Defendant shall be

permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the Information and Exhibit 2 provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the Information or Exhibit 2. This Paragraph does not apply to any statement made by any present or former officer, director, employee or agent of the Defendant in the course of any criminal, regulatory or civil case initiated against such individual, unless such individual is speaking on behalf of the Defendant.

27. The Defendant 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 Defendant shall first consult 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 Defendant; and (b) whether the Fraud Section and the Office have any objection to the release or statement.

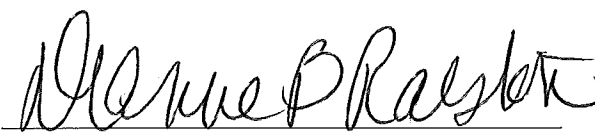
COMPLETE AGREEMENT

28. This document states the full extent of the Agreement between the parties. There are no other promises or agreements, express or implied. Any modification of this Agreement shall be valid only if set forth in writing in a supplemental or revised plea agreement signed by all parties.

AGREED:

FOR TECHNIP USA, INC.:

Date: 6/25/19

By: 
Dianne Ralston
Technip USA, Inc.

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:



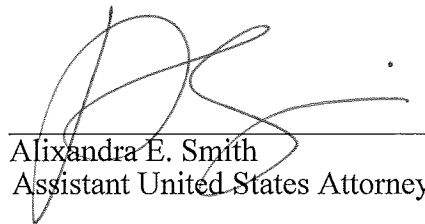
Dennis R. Kihm
Derek J. Ettinger
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Trial Attorneys

**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

EXHIBIT 1

Technip USA, Inc.

CERTIFICATE OF CORPORATE RESOLUTIONS

WHEREAS, 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") 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;

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

WHEREAS, the Company (a) acknowledges the Fraud Section and the Office's forthcoming filing of an 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-2 and 78dd-3; (b) waives indictment on such charge and has been advised of the material terms and conditions of a plea agreement (the "Agreement") with the Fraud Section and the Office, which will include (i) 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); (ii) a knowing waiver for purposes of the Agreement and any charges by the United States arising out of the conduct described in the Statement of Facts (Exhibit 2 to the Agreement) of any objection with respect to venue; and (iii) a knowing waiver of any defenses based on the statute of limitations for any prosecution relating to the conduct described in the Agreement or relating to conduct known to the Fraud Section and the Office prior to the date on which the Agreement will be signed that is not time-barred by the applicable statute of limitations on the date of the signing of the Agreement; and (c) admits the Court's jurisdiction over the Company and the subject matter of such action and consents to the judgment therein; and

WHEREAS, the Executive Vice President and Chief Legal Officer, Dianne B. Ralston, and the Director of Legal Operations, Stevan Verkin (each, an "Authorized Person"), together with outside counsel for the Company, have advised the Board of its rights, possible defenses, the Sentencing Guidelines' provisions, and the consequences of entering into the Agreement with the Fraud Section and the Office.

NOW, THEREFORE, BE IT RESOLVED, that each Authorized Person is hereby authorized, empowered, and directed, on behalf of the Company, to negotiate, approve, and execute the Agreement, which is reflective of the terms aforementioned and with such changes as each Authorized Person may approve; and further

RESOLVED, that with respect to the conduct described in the Information, the

Company agrees to accept and pay a monetary penalty against the Company of \$500,000 to the United States Treasury; and further

RESOLVED, that the Authorized Persons 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 Persons, which actions would have been authorized by the foregoing resolutions except that such actions were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved, and adopted as actions on behalf of the Company.

Date: 22 June 2019



Brenda Struckhoff
Secretary

EXHIBIT 2

STATEMENT OF FACTS

The following Statement of Facts is incorporated by reference as part of the Plea 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 Technip USA Inc., a/k/a Technip Offshore Inc. (“Technip USA” or the “Company”). Certain of the facts herein are based on information obtained from third parties by the United States through its investigation and described to Technip USA. Technip USA hereby agrees and stipulates that the following facts and conclusions of law are true and accurate. Technip USA admits, accepts and acknowledges that it is responsible for the acts of its officers, directors, employees and agents as set forth below. Had this matter proceeded to trial, Technip USA acknowledges that the Fraud Section and the Office would have proven beyond a reasonable doubt, by admissible evidence, the facts alleged below and set forth in the criminal Information:

Relevant Entities and Individuals

1. The defendant Technip USA was a wholly-owned subsidiary of Technip S.A. (“Technip”), a global provider of oil and gas technology and services. Technip USA had its principal place of business in the United States and was organized under the laws of the State of Delaware. At all times relevant, 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.

2. 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 also had a number of foreign subsidiaries. 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 Technip USA. 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. Executive 1, an individual whose identity is known to the United States and Technip USA, was a French citizen. 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 in or about and between 2011 and 2014 and, at times, an agent of Technip USA and Joint Venture.

9. Executive 2, an individual whose identity is known to the United States and Technip USA, was a French citizen. At all relevant times, 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 Technip USA, 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 Technip USA, 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 Technip USA, 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 Technip USA, 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).

Overview of the Brazil FCPA Scheme

14. In or about and between 2003 and 2014, Technip USA, together with others, including Technip, Joint Venture, Executive 1, Executive 2 and Consultant, knowingly and willfully conspired to violate the FCPA by: (i) causing corrupt “commission” payments to be made 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 USA 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.

The P-51 and P-52 Projects

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. Executive 1 was named to the steering committee of Joint Venture. In this capacity, Executive 1 was an agent of Joint Venture and an agent of Technip USA.

17. In or about 2003, Consultant, who had a pre-existing business relationship with KOM, told 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, 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 Joint Venture 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 Executive 1 and another Technip manager stating, "Pl[ease] discuss." Thereafter, on or about November 24, 2006, Executive 1 and another Technip executive 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 Executive 1 and an executive at a KOM subsidiary.

30. In or about 2007, during a meeting with Executive 1 and an executive at a KOM subsidiary, 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, 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 it received from Petrobras as payment 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, Executive 1 and Executive 2 changed the method by which Joint Venture used to pay Consultant. Rather than have the Technip Foreign Subsidiary Company make direct payments to Consultant's companies, Executive 1 and 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 payments.