

United States District Court
Southern District of Texas
FILED

NOV 21 2017

David J. Bradley, Clerk of Court

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

UNITED STATES OF AMERICA

v.

SBM OFFSHORE, N.V.

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CRIMINAL NO.
SEALED

17 CR 686

INFORMATION

THE UNITED STATES CHARGES:

Introduction

At all relevant times, unless otherwise specified:

1. The Foreign Corrupt Practices Act of 1977 (“FCPA”), as amended, Title 15, United States Code, Section 78dd-1, *et seq.*, was enacted by Congress for the purpose of, among other things, making it unlawful to act corruptly in furtherance of an offer, promise, authorization, or payment of money or anything of value, directly or indirectly, to a foreign official for the purpose of obtaining or retaining business for, or directing business to, any person.

Relevant Entities and Individuals

SBM and Related Entities and Individuals

2. Defendant **SBM Offshore N.V.** (“**SBM Offshore**”) was a publicly-traded company in the Netherlands, with offices in Amsterdam, Monaco,

Switzerland and Houston, Texas, and subsidiaries in Houston, Texas. Defendant **SBM Offshore** was a holding company with major business operations specialized in designing, constructing, and providing offshore oil and gas drilling equipment such as Floating Production Storage and Offloading (“FPSO”) vessels, Single-Point Mooring (“SPM”) buoys, and Catenary Anchor Leg Mooring (“CALM”) terminals. Defendant **SBM Offshore** operated through its various subsidiaries (collectively, “SBM”).

3. Beginning in or around 1990 and continuing to the present, SBM maintained a number of Houston-based subsidiaries, including the wholly-owned subsidiaries SBM Offshore USA, Inc., (“SBM USA”) and its predecessor corporations Atlantia Corporation, a/k/a SBM Atlantia, Inc., a/k/a Atlantia Offshore Limited (“SBM Atlantia”), and SBM-Imodco, Inc., a/k/a Imodco, Inc. (“SBM Imodco”), all of which were “domestic concerns” as that term is used in the Foreign Corrupt Practices Act (“FCPA”), 15 U.S.C. § 78dd-2.

4. “Executive 1,” an individual whose identity is known to SBM and the United States, was a French citizen and high-level executive of SBM from in or around 2004 until in or around April 2008. From in or around 2000 until in or around 2008 Executive 1 was, at various times, also a member of the Board of Directors of SBM Imodco and SBM Atlantia and thus was a “director,” “employee,” and “agent” of a “domestic concern” as those terms are used in the

FCPA.

5. Anthony Mace (“Mace”) was a U.K. citizen and high-level executive of SBM from in or about April 2008 until in or about December 2011. From in or around 2000 until in or around 2011, Mace was, at various times, a member of the Board of Directors and an executive of SBM Imodco and a member of the Board of Directors of SBM Atlantia, and thus was an “officer,” “director,” “employee,” and “agent” of a “domestic concern” as those terms are used in the FCPA.

6. “Executive 3,” an individual whose identity is known to SBM and the United States, was a French citizen and SBM employee. Executive 3 was a high-level executive in SBM’s sales and marketing division from 2000 until 2008. In 2008, Executive 3 retired and established his own business (identified below as “Intermediary 2”) representing SBM as an intermediary in Equatorial Guinea, Angola, and elsewhere.

7. Robert Zubiate (“Zubiate”) was a U.S. citizen, an employee of SBM, and an executive of, at various times, SBM USA, SBM Atlantia, and SBM Imodco. Zubiate worked on SBM’s sales and marketing efforts in Latin America, which from between at least in or around 1990 until at least in or around the second quarter of 2008 included Brazil. Zubiate continued his employment with SBM USA until February 2016. Zubiate was a “domestic concern” and an “employee” and “agent” of a “domestic concern” as those terms are used in the

FCPA.

SBM's Commercial Advisors

8. “Intermediary 1,” an individual whose identity is known to SBM and the United States, was a Brazilian citizen, who provided sales and marketing services to SBM in Brazil. Intermediary 1 was, alone and together with others, the owner of several Brazil-based oil and gas services intermediary companies, and British Virgin Islands-based shell companies.

9. “Intermediary 2,” an entity whose identity is known to SBM and the United States, was a Monaco-based, oil and gas services intermediary founded and operated by Executive 3 after he left SBM that provided sales and marketing services to SBM in Angola, Equatorial Guinea, and elsewhere.

10. “Intermediary 3,” an entity whose identity is known to SBM and the United States, was a Monaco-based, oil and gas services intermediary that provided sales and marketing services to SBM in Kazakhstan and Iraq.

11. “Intermediary 4,” an entity whose identity is known to SBM and the United States, was a Milan-based oil and gas services intermediary that provided sales and marketing services to SBM in Kazakhstan, and elsewhere.

Foreign Government Instrumentalities and Related Entities

12. Petróleo Brasileiro S.A. (“Petrobras”) was a corporation in the petroleum industry headquartered in Rio de Janeiro, Brazil, and 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.

13. Sociedade Nacional de Combustíveis de Angola, E.P. ("Sonangol") was an Angolan state-owned and state-controlled oil company. Sonangol was controlled by the Angolan government and performed government functions for Angola, and thus was an "instrumentality" of the government as that term is used in the FCPA.

14. Sonangol USA Co. ("Sonusa") was a Houston, Texas-based wholly-owned subsidiary of Sonangol. Sonusa was controlled by the Angolan government and performed government functions for Angola, and thus was an "instrumentality" as that term is used in the FCPA.

15. The Republic of Equatorial Guinea's Ministry of Mines, Industry and Energy ("MMIE") was a government agency in Equatorial Guinea that regulated, among other things, oil and gas extraction in Equatorial Guinea. MMIE was a "foreign government," and a "department" and "agency" of a foreign government,

as those terms are used in the FCPA.

16. Petroléos de Guinea Ecuatorial (“GEPetrol”) is the national oil company of Equatorial Guinea, headquartered in Malabo, Equatorial Guinea. GEPetrol is controlled by MMIE and performed government functions for Equatorial Guinea, and thus was an “instrumentality” of the government as that term is used in the FCPA.

17. KazMunayGas was Kazakhstan’s state-owned oil and state-controlled oil company. KazMunayGas was controlled by the Kazakh government and performed government functions for Kazakhstan, and thus was an “instrumentality” of the government as that term is used in the FCPA.

18. “Company 1,” an entity whose identity is known to SBM and the United States, was a subsidiary of an Italian oil and gas company. The government of Kazakhstan granted Company 1 a concession as the operator of the Kashagan oil field development in Kazakhstan. In this capacity, Company 1 was acting in an official capacity for or on behalf of KazMunayGas in awarding contracts for exploration and development of the Kashagan oil field.

19. South Oil Company (“SOC”) was an Iraqi state-owned and state-controlled oil company. SOC was controlled by the Iraqi government and performed government functions for Iraq, and thus was an “instrumentality” of the government as that term is used in the FCPA.

Overview of the Bribery Scheme

20. Beginning by at least in or around 1996 and continuing until in or around 2012, the Defendant, **SBM Offshore** and its co-conspirators, including Executive 1, Mace, Executive 3, and Zubiate, knowingly and willfully conspired with each other and others known and unknown, to cause SBM to make corrupt “commission” payments to sales intermediaries and others, knowing that a portion of those “commission” payments would be used to bribe foreign officials in Brazil, Angola, Equatorial Guinea, Kazakhstan, Iraq, and elsewhere to influence those foreign officials for the purpose of securing improper advantages and obtaining and retaining business with state-owned oil companies in Brazil, Angola, Equatorial Guinea, Kazakhstan, Iraq, and elsewhere. At various times Executive 1, Mace, Executive 3, and Zubiate oversaw or executed SBM’s worldwide bribery scheme. In total, SBM made at least \$180 million in corrupt “commission” payments to intermediaries for the purpose of obtaining or retaining business from state-owned oil companies in Brazil, Angola, Equatorial Guinea, Kazakhstan, and Iraq; and earned or expected to earn at least \$2.8 billion in gain from the work it obtained from those state-owned oil companies.

21. In furtherance of the bribery scheme, SBM gave its marketing and sales staff discretion to pay smaller bribes directly to foreign officials, such as for jewelry or electronics, while requiring high-level approval for larger bribes.

22. In addition, SBM regularly sent foreign officials “thank you” money after successfully winning projects, whether or not such payments had been agreed to before SBM bid on the projects.

23. SBM paid a number of bribes through corrupt sales intermediaries by paying them a “commission,” knowing that these intermediaries would use a portion of such “commissions” to fund the bribes. SBM included a standard percentage for “commission” payments into its template for estimating project costs.

24. In 2008, Executive 1 and Executive 3, agreed that Executive 3 would leave SBM and operate as a corrupt intermediary by paying bribes for SBM in Equatorial Guinea, Angola, and elsewhere. In assuming this role, Executive 3 replaced another former executive who previously had left SBM to become a corrupt intermediary on SBM’s behalf.

25. In addition to paying monetary bribes to foreign officials, SBM also paid for foreign officials’ travel to sporting events and provided these foreign officials with cash of €1,000 or more as “spending money.” In addition, SBM paid for the tuition and living expenses of foreign officials’ relatives, and employed foreign officials’ relatives, including some relatives who did not perform satisfactorily for the positions held or were overpaid for the work performed.

26. SBM maintained detailed records related to SBM's worldwide bribery scheme in a safe in the office of Executive 1 and Mace in Monaco, to which only Executive 1 and, later, Mace and their personal assistants had access. These records included a spreadsheet generated by Executive 3 reflecting approximately \$16.42 million in "commission" payments SBM made to Intermediary 2, which Intermediary 2 subsequently paid to officials in Equatorial Guinea as bribes. Mace updated this spreadsheet to reflect that SBM had made the payments.

27. SBM also developed and used a system of codes to refer to foreign officials who received bribes from SBM, and used methods of communication, such as personal email accounts and faxes, which would leave no email trace on SBM's servers.

Brazil

28. From at least in or around 1996 through in or around 2012, SBM knowingly paid bribes through Intermediary 1, and Intermediary 1's companies, to officials within the Brazilian government for the purpose of securing an improper advantage and assisting SBM in its business from Petrobras. SBM, through Intermediary 1, and Intermediary 1's companies, paid bribes to at least three Petrobras officials.

29. SBM retained Intermediary 1 as its sales agent in Brazil and agreed to pay Intermediary 1 “commissions” on projects that Petrobras successfully awarded SBM. SBM paid Intermediary 1 out of several of its bank accounts, including at least one in the United States. SBM knew that Intermediary 1 would use part of these “commissions” as bribes to Petrobras officials. At Intermediary 1’s request, SBM typically split its “commission” payments to Intermediary 1 into two accounts, transferring one portion to bank accounts in Brazil held in the name of Intermediary 1’s oil and gas services companies, and another, larger, portion of its “commission” to bank accounts in Switzerland held in the names of Intermediary 1’s shell companies. Intermediary 1 then wired a portion of the Swiss-based funds to bank accounts under the control of Petrobras officials as bribes.

30. For example, on or about January 18, 2007, in connection with an SBM Imodco project, Zubiarte submitted a memorandum to Executive 1 requesting that Executive 1 authorize a “commission” payment of approximately \$668,134, \$601,321 of which was earmarked for a bank account in Switzerland, held in the name of one of Intermediary 1’s shell companies, and controlled by Intermediary 1. On or about January 23, 2007, Executive 1 authorized this payment.

31. On or about February 15, 2007, SBM wired \$601,321 to a bank account in Switzerland held in the name of one of Intermediary 1’s shell companies and controlled by Intermediary 1.

32. On or about March 9, 2007, Intermediary 1 wired a bribe of approximately \$507,480 of the \$601,321 payment to a bank account in Switzerland under the control of a Petrobras official.

33. In addition, on or about November 24, 2008, SBM wired \$1,756,650 to Intermediary 1's bank account in Brazil. The same day, November 24, 2008, SBM wired \$3,513,300 to a bank account in Switzerland held in the name of one of Intermediary 1's shell companies and controlled by Intermediary 1, believing that Intermediary 1 would transfer a portion of such payment to Petrobras officials as a bribe payment. Intermediary 1 then transferred a portion of this money to a bank account in Switzerland under the control of a Petrobras official as a bribe.

34. SBM understood that the purpose of splitting payments to Intermediary 1 was to facilitate the payment of bribes. For example, in or about February 2007, Executive 1, Executive 3, and Intermediary 1 met to try to reduce Intermediary 1's commission below 3% on a project in Brazil with Petrobras. In response, Intermediary 1 explained that Intermediary 1 had already promised 2% to Petrobras officials, and so needed the full 3%. Executive 1 and Executive 3 then agreed to keep Intermediary 1's commission at 3% for the project, and signed an agency agreement reflecting this arrangement.

35. Intermediary 1 continued paying bribes until 2012. For example, on or about January 19, 2012, Intermediary 1 wired \$156,000.00 from a bank account held in the name of one of Intermediary 1's shell companies and under Intermediary 1's control in Switzerland to a bank account in Switzerland under the control of a Petrobras official.

36. SBM also provided things of value to Petrobras officials in the form of gifts, travel, and entertainment, including for travel to sporting events.

37. SBM also obtained confidential information from Petrobras officials through Intermediary 1 in its efforts to obtain or retain business.

38. For example, on or about February 26, 2005, Intermediary 1 passed along confidential Petrobras information to Zubiarte. Thereafter, Zubiarte forwarded the confidential information by email to others including Executive 1 and Mace, stating "[Intermediary 1] has requested that this information be kept confidential."

39. In addition, executives and employees at SBM used personal email accounts to receive this confidential information. For example, on or about June 11, 2009, Intermediary 1 emailed an SBM executive to a personal email account with information from a Petrobras board meeting, stating, "This is very confidential information at this stage and has very serious implications if anything about that leaks . . . I hope you can pass to the management the result of this action

...” At times the executives and employees deleted the confidential information after reviewing it.

Angola

40. From in or around 1997 through in or around 2012, SBM knowingly paid bribes either directly or through Intermediary 2, to officials within the Angolan government for the purpose of securing an improper advantage and assisting SBM in obtaining and retaining business from Sonangol. SBM paid bribes to at least nine Angolan officials within Sonangol and Sonusa.

41. Beginning in 2008, SBM retained Intermediary 2 as its sales agent in Angola, and agreed to pay Intermediary 2 “commissions” on projects Sonangol successfully awarded SBM. SBM knew that Intermediary 2 would use part of these “commissions” as bribes to Sonangol and Sonusa officials. SBM paid Intermediary 2 its “commissions” to a bank account in Switzerland controlled by Intermediary 2. Intermediary 2 used the funds transferred to its Switzerland-based account to make wire transfers to bank accounts under the control of Sonangol and Sonusa officials.

42. For example, on or about October 5, 2011, SBM wired \$228,000 to a bank account in Switzerland held in the name of a shell company and controlled by

Intermediary 2, believing that Intermediary 2 would transfer a portion of this amount to Sonangol officials as a bribe payment.

43. SBM also made direct payments to Sonangol officials by making payments to bank accounts and to shell companies beneficially owned by those officials or associated intermediaries, despite the fact that these companies provided no services for SBM. Between 2007 and 2011 SBM paid approximately \$13.9 million in “commissions” to a shell company controlled by Sonangol and Sonusa officials. In addition, in 2008 SBM paid approximately \$750,000 to another shell company controlled by an intermediary associated with a Sonangol official.

44. SBM also gave things of value to Sonangol officials in the form of gifts, travel, and entertainment, including paying for travel to sporting events.

45. Further, SBM conferred benefits upon Sonangol officials by hiring and paying for the education of their relatives. For example, in or around 2000, SBM hired the daughter of a Sonusa official as a cashier in their Monaco office, and overpaid her for the work she performed, including agreeing to pay her a salary and half of her rent. Later, Executive 1 and Executive 3 agreed to have SBM assist her in purchasing an apartment. Additionally, in 2010, SBM USA

hired the son of a Sonangol official as an administrative intern, a position he kept until 2014, despite the fact that he did not satisfactorily perform in that position.

46. SBM also obtained confidential information from Sonangol officials in its efforts to obtain or retain business. For example, on or about April 11, 2008, a Sonangol official sent an email to Executive 3 informing Executive 3 that Sonangol would recommend to another oil and gas company that SBM work as its affiliate on a project related to an offshore oil and gas development project in Angola.

47. SBM also took steps to conceal the bribes to Sonangol officials. For example, on or about July 12, 2008, Executive 3 met with an official of Sonangol in Paris. Executive 3 prepared a memorandum to Mace following that meeting, in which Executive 3 proposed exploiting SBM's relationship with the brother of a senior executive of Sonangol "to get closer to [the] SONANGOL Board." Later, on or about September 20, 2008, an SBM employee emailed several other SBM employees and executives, and Executive 3, discussing Executive 3's memorandum, and noting that the email was "strictly confidential and shall be for your eyes only" and should be "delete[d] . . . when you have read/printed it" In one email in the exchange, this employee proposed that the brother of the senior executive of Sonangol should be "regularly entertained" so as to "pass good vibrations to his brother [the senior executive of Sonangol]."

Equatorial Guinea

48. From in or around 2008 through in or around 2012, SBM knowingly paid bribes through Intermediary 2, to officials within the Equatorial Guinean government for the purpose of securing an improper advantage and assisting SBM in obtaining and retaining business from GEPetrol and MMIE. SBM paid bribes to at least nine Equatorial Guinean officials within GEPetrol and MMIE.

49. SBM retained Intermediary 2 as its sales agent in Equatorial Guinea, and agreed to pay Intermediary 2 “commissions” on projects in Equatorial Guinea successfully awarded to SBM. SBM knew that Intermediary 2 would use part of these “commissions” as bribes to GEPetrol and MMIE officials. SBM paid Intermediary 2 its “commissions” to a bank account in Switzerland controlled by Intermediary 2. Intermediary 2 used a portion of the funds transferred to its Switzerland-based account to make subsequent wire transfers to bank accounts under the control of Equatorial Guinean officials.

50. For example, on or about December 19, 2011, at Mace’s authorization, SBM wired \$12,489,400 to a bank account in Switzerland held in the name of a shell company and controlled by Intermediary 2, believing that Intermediary 2 would transfer a portion of this to Equatorial Guinean officials as a bribe payment.

51. SBM also provided things of value to GEPetrol and MMIE officials in the form of gifts, travel, and entertainment, including travel to sporting events, the provision of luxury goods like watches and sports memorabilia, and shipping vehicles to Equatorial Guinea. For example, on or about November 14, 2008, an SBM employee approved an expense report seeking reimbursement for hundreds of Euros in gifts he had purchased. The report included handwritten, coded notes indicating that certain gifts were for Equatorial Guinean officials.

52. On or about February 10, 2009, Executive 3 and other SBM employees discussed shipping a BMW X5 from Belgium to a GEPetrol official in Equatorial Guinea.

53. SBM's employees took steps to conceal that Intermediary 2 was paying bribes to officials within GEPetrol and MMEI out of the commissions paid by SBM to Intermediary 2. For example, on or about January 29, 2009, an SBM employee emailed Executive 3 and other SBM employees and discussed, among other things, communicating with GEPetrol officials about SBM's bidding strategy for a FPSO contract. The email stated that "we have to be very careful in relation with connection with MMEI [sic] and GEPetrol," and proposed emailing GEPetrol officials "privately and confidentially" in order to "erase any relation between MMEI [sic] and GEPetrol."

54. SBM used its corrupt relationships with Equatorial Guinean officials to advance its commercial interests with other companies as well. For example, at some point during the conspiracy, Executive 3 and another SBM employee met with an employee of another oil and gas company, with which SBM was doing business in Equatorial Guinea, at a private club in Houston, Texas and discussed Executive 3's access to foreign officials in Equatorial Guinea.

Kazakhstan

55. From in or around 2003 through in or around 2009, SBM knowingly conspired to pay bribes and attempted to pay bribes through Intermediary 3 and Intermediary 4 to officials within the Kazakhstan government, for the purpose of securing an improper advantage and assisting SBM in its business in Kazakhstan. SBM attempted to pay bribes to at least one KazMunayGas official and at least one Company 1 employee.

56. SBM retained Intermediary 3 as its sales agent in Kazakhstan and Intermediary 4 as its sales agent for Company 1, and agreed to pay Intermediary 3 and Intermediary 4 "commissions" on projects successfully awarded to SBM. SBM intended that Intermediary 3 and Intermediary 4 would use part of these "commissions" to pay bribes to KazMunayGas officials. SBM paid Intermediary 3 its "commissions" to Monaco-based bank accounts under the control of

Intermediary 3, intending that Intermediary 3 would pass along portions of these “commissions” to officials within KazMunayGas. As part of the scheme, SBM split its “commission” payments to Intermediary 4 into two accounts: one portion to an account in Italy held in the name of Intermediary 4, and another portion to an account in Switzerland held in the name of a shell company controlled by Intermediary 4, intending that Intermediary 4 would pass along portions of these “commissions” from its Switzerland accounts to employees of Company 1.

57. For example, on or about September 21, 2003, an SBM employee emailed Executive 3, explaining the need for an agent in Kazakhstan: “To put it clearly, we need some one [sic] [who] is very well introduced into the group of people who have the power and make the decisions and who knows what to pay and to whom.” In response, on or about October 9, 2003, Executive 3 caused SBM to retain Intermediary 3. On or about March 17, 2005, SBM wired \$164,776 to a bank account in Monaco controlled by Intermediary 3, believing that Intermediary 3 would transfer a portion of this to Kazakhstan officials as a bribe payment.

58. SBM also obtained confidential information from KazMunayGas officials and Company 1 employees in its efforts to obtain or retain business. For example, on or about January 12, 2004, an employee of Intermediary 3 faxed an SBM employee specifics about a meeting between high-level officials in the Kazakh government and officials within KazMunayGas, with instruction that they

should act as if they were not aware of this meeting. This employee then forwarded the information to Executive 1 and Executive 3, explaining “[o]ur agent [Intermediary 3] emphasizes that we should assume not to be aware of the subject meeting”

Iraq

59. From in or around 2009 through at least in or around 2012, SBM knowingly conspired to pay bribes and attempted to pay bribes through Intermediary 3 to officials within the Iraq government for the purpose of securing an improper advantage and assisting SBM in obtaining and retaining business from the government of Iraq. SBM attempted to pay bribes to at least two Iraqi officials within SOC.

60. SBM made these payments by retaining Intermediary 3 as its sales agent in Iraq, and agreeing to pay Intermediary 3 “commissions” on projects SOC successfully awarded SBM. SBM intended that Intermediary 3 would use part of these “commissions” to pay bribes to SOC officials. SBM paid Intermediary 3 its “commissions” to Monaco-based bank accounts under the control of Intermediary 3, with the understanding that Intermediary 3 would pass along portions of these “commissions” to officials within SOC.

61. For example, on or about October 22, 2010, SBM wired \$1,038,674 to a bank account in Monaco controlled by Intermediary 3, believing that Intermediary 3 would transfer a portion of this to Iraqi officials as bribe payments.

62. SBM also obtained confidential information from SOC officials in its efforts to obtain or retain business. For example, on or about February 21, 2010, Intermediary 3 provided SBM with a copy of a letter that one of its previously disqualified competitors had written in an attempt to reenter a bid for three CALM-type buoys in Iraq. This information allowed SBM to formulate a response, which it provided to Intermediary 3 to pass along to SOC officials.

63. SBM further agreed to pay Intermediary 3 an additional \$275,000, which its employees referred to as the “MOI [Ministry of Oil in Iraq] Attack Fund,” knowing that Intermediary 3 would use a portion of this payment to induce an SOC official to prevent a competitor’s reentry into the bidding.

COUNT ONE
(18 U.S.C. § 371 – Conspiracy)

64. The allegations set forth in paragraphs 1 through 63 of this Information are repeated and realleged as if fully set forth herein.

65. Beginning by at least in or around 1996 and continuing through at least in or around 2012, in the Southern District of Texas and elsewhere, the Defendant,

SBM OFFSHORE, N.V.,

did, knowingly and willfully, that is, with the intent to further the objects of the conspiracy, and knowingly conspire, confederate, and agree with others, including SBM, SBM USA, EXECUTIVE 1, ANTHONY MACE, EXECUTIVE 3, ROBERT ZUBIATE, and others known and unknown, to commit offenses against the United States, that is:

- (a) together with domestic concerns and directors or agents of domestic concerns, to willfully 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 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 any improper advantage; and (iv) inducing such foreign official to use his 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 SBM

USA, and others known and unknown, in obtaining and retaining business for and with, and directing business to, SBM, SBM USA, and others known and unknown, in violation of the FCPA, Title 15, United States Code, Section 78dd-2;

- (b) while in the territory of the United States, through and together with its officers, directors, employees, or agents, to willfully 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 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 any improper advantage;
 - and (iv) inducing such foreign official to use his 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 SBM, SBM USA, and others known and unknown, in obtaining and retaining business for and with, and directing

business to, SBM, SBM USA, and others known and unknown, in violation of the FCPA, Title 15, United States Code, Section 78dd-3.

Purpose of the Conspiracy

66. The purpose of the conspiracy was for the co-conspirators, including Defendant **SBM OFFSHORE** and its co-conspirators to enrich themselves by, among other things, making corrupt bribe payments to Petrobras officials, Sonangol officials, GEPetrol officials, KazMunayGas officials, SOC officials, and other foreign officials, so that SBM and SBM USA would obtain and retain lucrative contracts with Petrobras, Sonangol, GEPetrol, KazMunayGas, SOC, and other state-owned instrumentalities.

Manner and Means of the Conspiracy

67. The manner and means by which Defendant **SBM OFFSHORE** and its co-conspirators sought to accomplish the purpose of the conspiracy included, among other things, the following, while in the Southern District of Texas and elsewhere:

68. Defendant **SBM OFFSHORE**, through its executives, employees, and agents, together with others, discussed in person, and through email, making bribe payments to foreign officials for the purpose of securing an improper advantage and assisting SBM and SBM USA in its business with state-owned oil companies in Brazil, Angola, Equatorial Guinea, Kazakhstan, and Iraq.

69. Defendant **SBM OFFSHORE**, through its executives, employees, and agents, together with others, offered to pay, promised to pay, and caused corrupt commission payments to be made by SBM to intermediaries, including Intermediary 1, Intermediary 2, Intermediary 3, and Intermediary 4, knowing that such commission payments, or portions thereof, would be used to bribe foreign officials, for the purpose of securing an improper advantage and assisting SBM and SBM USA in its business with state-owned oil companies in Brazil, Angola, Equatorial Guinea, Kazakhstan, and Iraq.

70. Defendant **SBM OFFSHORE**, through its executives, employees, and agents, together with others, obtained, disseminated, and discussed confidential information, in its efforts to obtain or retain business with state-owned oil companies in Brazil, Angola, Equatorial Guinea, Kazakhstan, and Iraq.

71. Defendant **SBM OFFSHORE**, through its executives, employees, and agents, together with others, undertook acts to conceal the bribery scheme, such as using codes to refer to foreign officials who received bribes, communicating using methods of communications, such as personal email accounts and faxes, which would leave no trace on SBM's servers, and destroying confidential information.

Overt Acts

72. In furtherance of the conspiracy and to achieve the objects thereof, at least one of the co-conspirators committed or caused to be committed, in the Southern District of Texas and elsewhere, at least one of the following overt acts, among others:

73. In or before 1996, Defendant **SBM OFFSHORE**, by and through SBM USA, and SBM USA's executives and employees, including Zubiante, agreed that Intermediary 1 would pay bribes to Petrobras officials.

74. In or around 2000, SBM hired the daughter of a Sonusa official as a cashier in their Monaco office, and overpaid her for the work she performed, including agreeing to pay her a salary and half of her rent.

75. On or about September 21, 2003, an SBM employee emailed Executive 3, explaining the need for an agent in Kazakhstan: "To put it clearly, we need some one [sic] [who] is very well introduced into the group of people who have the power and make the decisions and who knows what to pay and to whom."

76. On or about October 9, 2003, Executive 3 caused SBM to retain Intermediary 3.

77. On or about January 12, 2004, an employee of Intermediary 3 faxed an SBM employee specifics about a meeting between high-level officials in the Kazakh government and officials within KazMunayGas, with instruction that they

should act as if they were not aware of this meeting. This employee then forwarded the information to Executive 1 and Executive 3, explaining “[o]ur agent [Intermediary 3] emphasizes that we should assume not to be aware of the subject meeting”

78. On or about February 26, 2005, Intermediary 1 passed along confidential Petrobras information to Zubiato. Thereafter, Zubiato forwarded the confidential information by email to others including Executive 1 and Mace, stating “[Intermediary 1] has requested that this information be kept confidential.”

79. On or about March 17, 2005, SBM wired \$164,776 to a bank account in Monaco controlled by Intermediary 3.

80. On or about January 18, 2007, in connection with an SBM Imodco project, Zubiato submitted a memorandum to Executive 1 requesting that Executive 1 authorize a “commission” payment of approximately \$668,134, \$601,321 of which was earmarked for a bank account in Switzerland, held in the name of one of Intermediary 1’s shell companies, and controlled by Intermediary 1.

81. On or about January 23, 2007, Executive 1 authorized the payment referenced in paragraph 80.

82. On or about February 15, 2007, SBM wired \$601,321 to a bank account in Switzerland held in the name of one of Intermediary 1's shell companies and controlled by Intermediary 1.

83. On or about March 9, 2007, Intermediary 1 wired a bribe of approximately \$507,480 of the \$601,321 payment to a bank account in Switzerland under the control of a Petrobras official.

84. On or about April 11, 2008, a Sonangol official sent an email to Executive 3 informing Executive 3 that Sonangol would recommend to another oil and gas company that SBM work as its affiliate on a project related to an offshore oil and gas development project in Angola.

85. On or about September 20, 2008, an SBM employee emailed several other SBM employees and executives, and Executive 3, discussing a memorandum prepared by Executive 3 about a meeting with a Sonangol official, and noting that the email was "strictly confidential and shall be for your eyes only" and should be "delete[d] . . . when you have read/printed it"

86. On or about November 14, 2008, an SBM employee approved an expense report seeking reimbursement for hundreds of Euros in gifts he had purchased. The report included handwritten, coded notes indicating that certain gifts were for Equatorial Guinean officials.

87. On or about November 24, 2008, SBM wired \$1,756,650 to Intermediary 1's bank account in Brazil.

88. November 24, 2008, SBM wired \$3,513,300 to a bank account in Switzerland held in the name of one of Intermediary 1's shell companies and controlled by Intermediary 1, believing that Intermediary 1 would transfer a portion of such payment to Petrobras officials as a bribe payment. Intermediary 1 then transferred a portion of this money to a bank account in Switzerland under the control of a Petrobras official as a bribe.

89. On or about January 29, 2009, an SBM employee emailed Executive 3 and other SBM employees and discussed, among other things, communicating with GEPetrol officials about SBM's bidding strategy for a FPSO contract. The email stated that "we have to be very careful in relation with connection with MMEI [sic] and GEPetrol," and proposed emailing GEPetrol officials "privately and confidentially" in order to "erase any relation between MMEI [sic] and GEPetrol."

90. On or about February 10, 2009, Executive 3 and other SBM employees discussed shipping a BMW X5 from Belgium to a GEPetrol official in Equatorial Guinea.

91. On or about June 11, 2009, Intermediary 1 emailed an SBM executive to a personal email account with information from a Petrobras board meeting, stating, "This is very confidential information at this stage and has very serious

implications if anything about that leaks . . . I hope you can pass to the management the result of this action”

92. In or around 2010, SBM USA hired the son of a Sonangol official as an administrative intern, a position he kept until 2014, despite the fact that he did not satisfactorily perform in that position.

93. On or about February 21, 2010, Intermediary 3 provided SBM with a copy of a letter that one of its previously disqualified competitors had written in an attempt to reenter a bid for three CALM-type buoys in Iraq.

94. On or about October 22, 2010, SBM wired \$1,038,674 to a bank account in Monaco controlled by Intermediary 3.

95. On or about October 5, 2011, SBM wired \$228,000 to a bank account in Switzerland held in the name of a shell company and controlled by Intermediary 2, believing that Intermediary 2 would transfer a portion of this amount to Sonangol officials as a bribe payment.

96. On or about December 19, 2011, SBM wired \$12,489,400 to a bank account in Switzerland held in the name of a shell company and controlled by Intermediary 2, believing that Intermediary 2 would transfer a portion of this to Equatorial Guinean officials as a bribe payment.

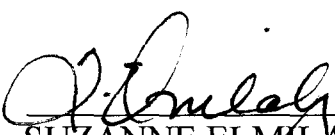
97. On or about January 19, 2012, Intermediary 1 wired \$156,000.00 from a bank account held in the name of one of Intermediary 1’s shell companies and

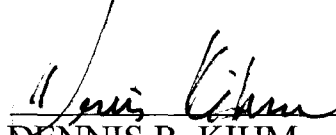
under Intermediary 1's control in Switzerland to a bank account in Switzerland under the control of a Petrobras official.

All in violation of Title 18, United States Code, Section 371.

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