

JMK:AES
F#2019R00878

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA

- against -

TechnipFMC plc,

Defendant.

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INFORMATION

Cr. No. 19-278 (KAM)
(T. 18, U.S.C., §§ 371 and 3551 et seq.)

THE UNITED STATES CHARGES:

At all times relevant to this Information, unless otherwise stated:

I. The Foreign Corrupt Practices Act

1. The Foreign Corrupt Practices Act of 1977, as amended, Title 15, United States Code, Sections 78dd-1 et seq. (the “FCPA”), 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 assisting in obtaining or retaining business for, or directing business to, any person.

II. The Defendant

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

III. Relevant Entities and Individuals in the Brazil FCPA Scheme

3. Technip, prior to the TechnipFMC merger, 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 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.

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

5. 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.

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

7. 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).

8. 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).

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

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

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

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

13. Brazilian Official 2, an individual whose identity is known to the United States and TechnipFMC, was a citizen of Brazil. Brazilian Official 2 was an employee of Petrobras with responsibility over the bidding process of certain projects in or about and between

2003 and 2012. During that time, Brazilian Official 2 was a “foreign official,” as that term is defined in the FCPA, Title 15, United States Code, Sections 78dd-1(f)(1)(A), 78dd-2(h)(2)(A) and 78dd-3(f)(2)(A).

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

IV. Relevant Entities and Individuals in the Iraq FCPA Scheme

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

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

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

18. The Iraq Ministry of Oil (“MOO”) was an Iraqi government agency that was responsible for Iraqi petroleum. MOO was controlled by Iraq and performed government functions, and thus was a “department” and “agency” of a foreign government, as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1.

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

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

21. Intermediary Company Executive 1, an individual whose identity is known to the United States and TechnipFMC, was a citizen of the United Kingdom and Iran, and, until on or about July 1, 2011, a citizen of the United States. Intermediary Company

Executive 1 was a high-level executive of Intermediary Company and an agent of an “issuer,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

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

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

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

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

26. Sub-Agent 2, an individual whose identity is known to the United States and TechnipFMC, was a citizen of Iraq who facilitated bribe payments from Intermediary

Company and FMC Technologies to Iraqi government officials. Sub-Agent 2 was an agent of an “issuer,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

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

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

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

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

31. Iraqi Official 2, an individual whose identity is known to the United States and TechnipFMC, was a citizen of Iraq and a high-level executive of SOC. Iraqi Official 2 was a

“foreign official,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

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

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

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

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

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

V. The Brazil FCPA Scheme

A. *Overview*

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

38. In total, from in or about and between 2003 and 2014, Technip and its co-conspirators, including KOM, caused more than \$69 million in corrupt payments to be made to companies associated with Consultant in furtherance of the bribery scheme, of which Technip directly paid \$20.9 million and caused approximately \$6 million in corrupt payments to be made to the Workers’ Party and Workers party officials. Technip and its subsidiaries earned approximately \$135.7 million in profits from the corruptly obtained business.

B. *Details of the Brazil FCPA Scheme*

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

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

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

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

43. On or about February 11, 2004, Consultant sent an email to a Joint Venture employee and others. In the email, Consultant advised 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.

44. In the same email to the Joint Venture employee and others referenced in Paragraph 43 above, Consultant stated that "[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."

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

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

47. For example, on or about November 22, 2006, a Workers' Party employee emailed Consultant the bank account information for political donations to the Workers' Party. Consultant then forwarded this information to an executive at a KOM subsidiary. The next day, on or about November 23, 2006, the KOM subsidiary executive forwarded the information to Technip Executive 1 and another executive stating, "Pl[ease] discuss." Thereafter, on or about November 24, 2006, Technip Executive 1 and another Technip 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.

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

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

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

51. 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.

52. 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.

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

54. In or about October 2009, to further conceal the corrupt payments to Consultant, including to conceal the payments from the company's due diligence processes,

Technip Executive 1 and Technip Executive 2 changed the method Joint Venture used to pay Consultant. Rather than have the Technip Foreign Subsidiary Company make direct payments to Consultant's companies, Technip Executive 1 and Technip Executive 2 worked with executives of KOM to structure the payments such that a KOM subsidiary made all of the payments to Consultant, and then that KOM subsidiary invoiced Joint Venture for Technip's portion of the corrupt payments.

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

56. In addition, in furtherance of the conspiracy, Technip corruptly hired the children of certain Petrobras officials, including the children of Brazilian Official 2, Brazilian Official 3 and another Petrobras official. For example, in or about and between December 2006 and September 2008, a Technip Foreign Subsidiary Company hired the child of Brazilian Official 3 as a "favor" to Brazilian Official 3. Further, in or about and between June 2011 and May 2014, with the knowledge and approval of Technip Executive 1, a Technip Foreign

Subsidiary Company hired the child of Brazilian Official 2, who was subsequently seconded to Technip USA.

VI. The Iraq FCPA Scheme

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

58. In or about and between 2008 and 2013, FMC Technologies executives created and executed agency agreements on behalf of FMC Technologies with Intermediary Company that were intended to facilitate bribe payments to obtain business from the Iraqi government and to conceal their purpose. Under these agency agreements, Intermediary Company effectuated bribes in two ways. First, Intermediary Company made direct corrupt payments to Iraqi Official 1 and Iraqi Official 2 to further the scheme. Second, Intermediary Company made corrupt payments to sub-agents who in turn made payments to Iraqi government officials. Specifically, Intermediary Company made payments to Sub-Agent 1, who in turn directly paid Iraqi Official 4, and to Sub-Agent 2, who in turn directly paid Iraqi Official 5.

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

60. For example, in or about 2008, FMC Technologies authorized Intermediary Company to pay bribes to Iraqi government officials, including Iraqi Official 2, Iraqi Official 3 and Iraqi Official 5, in connection with securing a contract from the Iraqi government to provide metering technologies for oil and gas production in Iraq in connection with seven projects (“SOC Projects 3614-3620”). Intermediary Company Partner subsequently promised to pay a \$500,000 bribe to Iraqi Official 5, a \$100,000 bribe to Iraqi Official 3 and a bribe totaling one percent of the contract value of the SOC Projects 3614-3620 to Iraqi Official 2. FMC Technologies agreed to increase Intermediary Company’s commission to 12 percent of the contract value of the SOC Projects 3614-3620 to cover the cost of the bribe payments.

61. Additionally, in or about 2009, FMC Technologies authorized Intermediary Company to pay bribes to Iraqi government officials, including Iraqi Official 4, to whom Intermediary Company Partner promised to pay \$60,000 in exchange for approving the MOC’s decision to award FMC Technologies two Iraqi government contracts to provide metering technologies for oil and gas production.

62. In or about 2010, FMC Technologies authorized Intermediary Company to pay bribes to Iraqi government officials in connection with securing two contracts from the Iraqi government to provide metering technologies for oil and gas production in Iraq. In connection with one of these contracts, FMC Technologies subcontracted with Intermediary Company to provide site installation services.

COUNT ONE
(Conspiracy to Violate the FCPA)

63. The allegations contained in paragraphs one through 62 are realleged and incorporated as if fully set forth in this paragraph.

64. In or about and between 2003 and 2014, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendant TechnipFMC plc, as the lawful successor-in-interest to Technip, together with others, did knowingly and willfully conspire to commit offenses against the United States, to wit:

(a) being an issuer, from in and around and between 2003 and November 2007, corruptly to make use of the mails or any means or instrumentality of interstate commerce or to do any act 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, a foreign political party, a foreign political party official, a foreign political candidate 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, a foreign political party, a foreign political party official and a foreign political candidate for purposes of: (i) influencing acts and decisions of such foreign official, foreign political party,

foreign political party official and foreign political candidate in his or her official capacity; (ii) inducing such foreign official, foreign political party, foreign party official and foreign political candidate to do and omit to do acts in violation of the lawful duty of such foreign official, foreign political party, foreign party official and foreign political candidate; (iii) securing any improper advantage; and (iv) inducing such foreign official, foreign political party, foreign political party official and foreign political candidate 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 Technip and its employees and agents in obtaining and retaining business for and with, and directing business to Technip, Technip USA, Joint Venture and others, contrary to Title 15, United States Code, Section 78dd-1; and

(b) being a stockholder acting on behalf of a domestic concern, corruptly to make use of the mails and means and instrumentalities of interstate commerce 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, foreign political party, foreign party official, foreign political candidate and to a person while knowing that all or a portion of such money and thing of value would be offered, given, and promised to a foreign official, foreign political party, foreign party official and foreign political candidate, for purposes of: (i) influencing acts and decisions of such foreign official, foreign political party, foreign party official and foreign political candidate in his, her or its official capacity; (ii) inducing such foreign official, foreign political party, foreign party official and foreign political candidate to do and omit to do acts in violation of the lawful duty of

such foreign official, foreign political party, foreign party official and foreign political candidate; (iii) securing any improper advantage; and (iv) inducing such foreign official, foreign political party, foreign party official and foreign political candidate thereof to use his, her or its 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 Technip USA and its employees and agents in obtaining and retaining business for and with, and directing business to Technip, Technip USA, Joint Venture and others, contrary to Title 15, United States Code, Section 78dd-2; and

(c) being a person other than an issuer or domestic concern, from in and around and between December 2007 and 2014, while in the territory of the United States, corruptly to make use of the mails or any means or instrumentality of interstate commerce or to do any act 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, a foreign political party, a foreign political party official, a foreign political candidate 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, a foreign political party, a foreign political party official and a foreign political candidate, for purposes of: (i) influencing acts and decisions of such foreign official, foreign political party, foreign political party official and foreign political candidate in his or her official capacity; (ii) inducing such foreign official, foreign political party, foreign political party official and foreign political candidate to do and omit to do acts in violation of the lawful duty of such foreign official, foreign political party, foreign party official and foreign political candidate; (iii) securing any

improper advantage; and (iv) inducing such foreign official, foreign political party, foreign political party official and foreign political candidate 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 Technip and Joint Venture and their employees and agents in obtaining and retaining business for and with, and directing business to Technip, Technip USA, Joint Venture and others, contrary to Title 15, United States Code, Section 78dd-3.

65. In furtherance of the conspiracy and to effect its objects, the defendant TechnipFMC plc, as the lawful successor-in-interest to Technip, together with others, committed and caused to be committed, within the Eastern District of New York and elsewhere, the following:

OVERT ACTS

(a) 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.”

(b) 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).

(c) 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."

(d) On or about February 11, 2004, Consultant emailed a Joint Venture employee and others, stating 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."

(e) In the same email to the Joint Venture employee and others referenced in overt act (d) above, Consultant warned that they needed to act quickly 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."

(f) 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."

(g) On or about August 15, 2006, Joint Venture paid R\$150,000 to the Workers' Party candidate referenced in overt act (f) above.

(h) On or about November 12, 2008, a Technip Foreign Subsidiary transferred, through interstate and international wire, approximately \$1.745 million from its bank account in New York, through the Eastern District of New York, to Consultant's bank account in Switzerland.

(i) On or about July 5, 2013, Consultant invoiced KOM \$296,917.54 for "Commercial and Technical Advice" related to the P-56 project.

(j) On or about July 19, 2013, a company affiliated with KOM transferred \$296,917.54 to a Swiss bank account in the name of one of Consultant's companies, in part for the benefit of Technip.

(Title 18, United States Code, Sections 371 and 3551 et seq.)

COUNT TWO
(Conspiracy to Violate the FCPA)

66. The allegations contained in paragraphs one through 62 are realleged and incorporated as if fully set forth in this paragraph.

67. In or about and between 2008 and 2013, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendant TechnipFMC plc, as the lawful successor-in-interest to FMC Technologies, together with others, did knowingly and willfully conspire to commit offenses against the United States, to wit: being an issuer, corruptly to make use of the mails or any means or instrumentality of interstate commerce or to do any act 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, a foreign political party, a foreign political party official, a foreign

political candidate 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, a foreign political party, a foreign political party official and a foreign political candidate for purposes of: (i) influencing acts and decisions of such foreign official, foreign political party, foreign political party official and foreign political candidate in his or her official capacity; (ii) inducing such foreign official, foreign political party, foreign political party official and foreign political candidate to do and omit to do acts in violation of the lawful duty of such foreign official, foreign political party, foreign party official and foreign political candidate; (iii) securing any improper advantage; and (iv) inducing such foreign official, foreign political party, foreign political party official and foreign political candidate 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 FMC Technologies and its employees and agents in obtaining and retaining business for and with, and directing business to FMC Technologies and others, contrary to Title 15, United States Code, Section 78dd-1.

68. In furtherance of the conspiracy and to effect its objects, the defendant TechnipFMC plc, as the lawful successor-in-interest to FMC Technologies, together with others, committed and caused to be committed, within the Eastern District of New York and elsewhere, the following:

OVERT ACTS

(a) On or about February 6, 2008, FMC Technologies and Intermediary Company entered into a System Sales Consultant Agreement in connection with the contemplated contract for SOC Projects 3614-3620.

(b) On or about August 19, 2008, Intermediary Company Partner sent an email to FMC Technologies Manager 1, copying Intermediary Company Executive 3, stating:

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

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

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

(d) On or about September 5, 2008, Intermediary Company Executive 3 sent an email to Intermediary Company Partner, requesting, among other things, the "expected subagent costs" for SOC Projects 3614-3620.

(e) On or about September 5, 2008, Intermediary Company Partner sent an email that stated, in part, “Sub-agent: A lot depends on [Iraqi Official 3] ([FMC Technologies Manager 1]’s 2% commitment to this man before we came on the scene. If we can control that I hope to get everybody in at 1.5%).”

(f) On or about September 13, 2008, Intermediary Company Partner sent an email to Intermediary Company Executive 3, stating that he “had to give full 1% to Lighthouse [Iraqi Official 2] to gain his support” for FMC Technologies in its efforts to win the SOC Projects 3614-3620 contract.

(g) On or about September 14, 2008, Intermediary Company Executive 3 responded by email to Intermediary Company Partner, stating “Full 1pct to Lighthouse! I guess we have no option. What are you thinking for this guy?”

(h) On or about September 14, 2008, Intermediary Company Partner responded by email to Intermediary Company Executive 3, stating “From Lighthouse I will try to trim delivery, spares, training etc and may reach about 0.8%. For [Iraqi Official 3] the man you are asking about, I am thinking of \$100k, Plus about \$30k split amongst 3 other guys.”

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

(j) On or about January 28, 2009, Intermediary Company Partner sent an email to Intermediary Company Executive 3, stating:

FYI, I had to rewrite the FMC letter and sign it last night, no one

could from their side. It will be submitted this morning to Lighthouse [Iraqi Official 2] and the commercial dept. It is late but Lighthouse promised to take it to [a high-level SOC official] and advice that FMC do comply for [the SOC Projects 3614-3620 contract]. But we are chasing events behind the curve in SOC now. In the Ministry I have upped the dates as I told you yesterday. But the Ministry side it's always up front if you want their help, So I am reluctant how much I can spend there. [FMC Technologies Manager 1] also promised me 2 extra points this morning if we save this job.

(k) On or about April 1, 2009, FMC Technologies and Intermediary Company entered into a System Sales Consultant Agreement in connection with FMC Technologies' efforts to win the MOC Projects 58-09-4046 contract.

(l) On or about June 6, 2009, Intermediary Company Partner sent an email to Sub-Agent 2, stating that SOC had only found FMC Technologies "technically unsuitable" because the SOC technical committee had been "bought and sold" by Company A. Intermediary Company Partner further stated, "[Sub-Agent 2], we are not forfeiting our commission [on the SOC Projects 3614-3620 contract] just to win the job because it is an issue of credibility for us now. Therefore, we are willing to provide the following: - [Iraqi Official 5] \$500,000 - Your friend \$150,000 - [Sub-Agent 2] \$150,000. Payable 50% on opening of workable LC & 50% on receiving first payment [from FMC Technologies]." "LC" referred to a letter of credit that the Iraqi government would execute on behalf of the company that won the SOC Projects 3614-3620 contract.

(m) On or about June 12, 2009, FMC Technologies Manager 1 sent a letter to MOO stating, "This is to confirm that [Sub-Agent 2] is representing FMC Technologies

and is authorized to follow up on the progress of [the SOC Projects 3614-3620 contract] as required in Iraq.”

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

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

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

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

(r) On or about December 16, 2009, Intermediary Company Partner sent an email to Intermediary Company Executive 1, stating that “FMC are very hungry” for the SOC Projects 3614-3620 contract, and that FMC Technologies Manager 2 said he could offer a ten percent commission, “but beyond that it would need very high level approval (Above [FMC Technologies Executive 1] and [another high-level FMC Technologies executive]).” Intermediary Company Partner further stated that “[FMC Technologies Manager 2] advised it would be much cleaner to have one contract for 12% then two split contract with the same party, which the auditors would question [FMC Technologies Manager 2] said he is 90% sure [FMC Technologies Executive 1] can get it through.”

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

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

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

(v) In or about June 2010, FMC Technologies and Intermediary Company entered into a System Sales Consultant Agreement effective January 1, 2010 in connection with FMC Technologies’ efforts to win the SOC Projects 3614-3620 contract.

(w) On or about September 1, 2010, FMC Technologies and Intermediary Company entered into a System Sales Consultant Agreement in connection with FMC Technologies’ efforts to win the MOC Project 58-10-4079 contract.

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

(y) In a summary of a meeting between Intermediary Company Partner and Iraqi Official 2 dated October 16, 2010, Intermediary Company Partner wrote, "Enquiry number 4165-68. This is for Metering station at 4 locations in the South, I wanted to make a clear the position with Lighthouse [Iraqi Official 2] where he stands on this job. I am aware the [Company A] agent is very active and gaining friends with his generosity."

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

(aa) On or about March 25, 2011, in a summary of a meeting between Intermediary Company Partner and Iraqi Official 2, concerning, among other matters, the SOC Projects 3614-3620 contract, Intermediary Company partner wrote, "Lighthouse [Iraqi Official 2] signed award to FMC Metering station worth \$17m. I thanked him for that."

(bb) On or about May 1, 2011, FMC Technologies and Intermediary Company entered into a System Sales Consultant Agreement in connection with FMC Technologies' efforts to win the SOC Projects 4165-4168 contract.

(cc) On or about October 17, 2011, FMC Technologies Manager 1 sent an email to Intermediary Company Partner, requesting confirmation that MOO was about to

approve the award of SOC Projects 4165-4168 to FMC Technologies, and stating, "As I mentioned, we should not appear like we are asking for illegal help as I want this to move in accordance to the normal channels.....I am sure you understand what I am saying."

(dd) In or about and between November 30, 2009 and June 7, 2013, FMC Technologies paid Intermediary Company approximately \$795,000. FMC Technologies transferred these funds, through interstate and international wire, from its bank account in Texas, through the Eastern District of New York, to a bank account in Monaco in the name of Intermediary Company.

(Title 18, United States Code, Sections 371 and 3551 et seq.)

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