

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

UNITED STATES OF AMERICA	§	
	§	
v.	§	CRIMINAL NO. 22-cr-624
	§	
UOP, LLC, d/b/a	§	
HONEYWELL UOP	§	
	§	

DEFERRED PROSECUTION AGREEMENT

Defendant UOP, LLC, doing business as Honeywell UOP (the “Company”), pursuant to authority granted by the Company’s Board of Directors reflected in Attachment B, and the United States Department of Justice, Criminal Division, Fraud Section (the “Fraud Section”) and the United States Attorney’s Office for the Southern District of Texas (the “Office”) (collectively, the “Fraud Section and the Office”), enter into this deferred prosecution agreement (the “Agreement”). Honeywell International Inc. (“Honeywell”), which is not a defendant in this matter, also agrees, pursuant to the authority granted by Honeywell’s Board of Directors, to certain terms and obligations of the agreement as described below. The terms and conditions of this agreement are as follows:

Criminal Information and Acceptance of Responsibility

1. The Company acknowledges and agrees that the Fraud Section and the Office will file the attached one-count criminal Information in the United States District Court for the Southern District of Texas charging the Company with one count of conspiracy to commit an offense against the United States, in violation of Title 18, United States Code, Section 371, that is, to violate the anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 (“FCPA”),

as amended, Title 15, United States Code, Section 78dd-2. In so doing, the Company:

(a) knowingly waives any right it may have to indictment on this charge, as well as all rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); (b) knowingly waives any objection with respect to venue to any charges by the United States arising out of the conduct described in the Statement of Facts attached hereto as Attachment A (“Statement of Facts”) and consents to the filing of the Information, as provided under the terms of this Agreement, in the United States District Court for the Southern District of Texas; and (c) agrees that the charges in the Information and any charges arising from the conduct described in the Statement of Facts are not time-barred by the applicable statute of limitations on the date of the signing of this Agreement. The Fraud Section and the Office agree to defer prosecution of the Company pursuant to the terms and conditions described below.

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

In addition, in connection therewith, the Company and Honeywell agree not to assert any claim under the United States Constitution, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal Procedure, Section 1B1.1(a) of the United States Sentencing Guidelines, or any other federal rule that the Statement of Facts should be suppressed or is otherwise inadmissible as evidence in any form.

Term of the Agreement

3. This Agreement is effective for a period beginning on the date on which the Agreement is fully executed, or the Information is filed with the Court, whichever comes later, and ending three years from that date (the “Term”). The Company and Honeywell agree, however, that, in the event the Fraud Section and the Office determine, in their sole discretion, that the Company or Honeywell has knowingly violated any provision of this Agreement or has failed to completely perform or fulfill each of the Company’s or Honeywell’s obligations under this Agreement, an extension or extensions of the Term may be imposed by the Fraud Section and the Office, in their sole discretion, for up to a total additional time period of one year, without prejudice to the Fraud Section’s and the Office’s right to proceed as provided in Paragraphs 16-20 below. Any extension of the Agreement extends all terms of this Agreement, including the terms of the reporting requirement in Attachment D, for an equivalent period. Conversely, in the event the Fraud Section and the Office find, in their sole discretion, that there exists a change in circumstances sufficient to eliminate the need for the reporting requirement in Attachment D, and that the other provisions of this Agreement have been satisfied, the Agreement may be terminated early.

Relevant Considerations

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

a. the nature and seriousness of the offense conduct, as described in the Statement of Facts, including the Company's participation in a corrupt bribery scheme to obtain a contract from the government of Brazil;

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

c. the Company received full credit for its cooperation with the Fraud Section's and the Office's investigation pursuant to U.S.S.G § 8C2.5(g)(2) and the FCPA Corporate Enforcement Policy, JM § 9-4.120, by, among other things, (i) proactively disclosing certain evidence of which the Fraud Section and the Office were previously unaware; (ii) providing information obtained through its internal investigation, which allowed the government to preserve and obtain evidence as part of its own independent investigation; (iii) making detailed presentations to the Fraud Section and the Office; (iv) voluntarily facilitating interviews of employees; (v) collecting and producing voluminous relevant documents and translations to the Fraud Section and the Office, including documents located outside the United States;

d. the Company and Honeywell provided to the Fraud Section and the Office all relevant facts known to it, including information about the individuals involved in the conduct

described in the attached Statement of Facts and conduct disclosed to the Fraud Section and the Office prior to the Agreement;

e. Honeywell and its affiliates, including the Company, engaged in extensive remedial measures, including: (i) commencing remedial measures based on internal investigations of the misconduct prior to the commencement of the Fraud Section's and the Office's investigation; (ii) disciplining certain employees involved in the relevant misconduct, including terminating one employee; (iii) strengthening its anti-corruption compliance program by investing in compliance resources, expanding its compliance function with experienced and qualified personnel, and taking steps to embed compliance and ethical values at all levels of its business organization; (iv) substantially reducing its anti-corruption risk profile by taking steps to eliminate the Company's use of sales intermediaries and, in the interim, rolling out a single, automated sales intermediary due diligence tool that requires responsible managers to provide quarterly compliance certifications for all existing sales intermediaries; (v) establishing monitor and audit processes to regularly review and update the compliance program; and (vi) enhancing its internal reporting, investigations, and risk assessment processes.

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

g. the Company has no prior criminal, civil, or regulatory history; Honeywell has one prior criminal resolution from 2011 relating to the storage of hazardous waste without a

permit; Honeywell and other of its subsidiaries have had additional prior civil and administrative settlements;

h. Honeywell's agreement to concurrently resolve an investigation by the U.S. Securities and Exchange Commission ("SEC") relating to the conduct described in the Statement of Facts through a cease-and-desist proceeding, and agreeing to pay \$81,158,193 in disgorgement and prejudgment interest;

i. The Company's agreement to concurrently resolve with authorities in Brazil relating to the same conduct described in the Statement of Facts, which the Fraud Section and the Offices are crediting in connection with the penalty in this Agreement;

j. the Company and Honeywell have agreed to continue to cooperate with the Office and the Fraud Section as described in Paragraph 5 below;

k. accordingly, after considering (a) through (j) above, the Fraud Section and the Office believe that the appropriate resolution in this case is a Deferred Prosecution Agreement with the Company; a criminal monetary penalty in the amount of \$79,242,750 which reflects a discount of 25 percent off of the bottom of the otherwise-applicable U.S. Sentencing Guidelines fine range; and forfeiture of \$105,657,000, which will be credited against disgorgement of ill-gotten profits that the Company pays to the SEC and Brazilian authorities in concurrent resolutions.

Ongoing Cooperation and Disclosure Requirements

5. The Company and Honeywell shall cooperate fully with the Fraud Section and the Office in any and all matters relating to the conduct described in this Agreement and the attached Statement of Facts and other conduct under investigation by the Fraud Section and the Office at

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

a. The Company and Honeywell represent that they truthfully disclosed all factual information with respect to their activities, those of their affiliates, and those of their present and former directors, officers, employees, agents, and consultants relating to the conduct described in this Agreement and the attached Statement of Facts and other conduct under investigation by the Fraud Section and the Office at any time about which the Company has any

knowledge and that they shall promptly and truthfully disclose all factual information with respect to their activities, those of their affiliates, and those of their present and former directors, officers, employees, agents, and consultants, about which the Company and/or Honeywell shall gain any knowledge or about which the Fraud Section and the Office may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of the Company and Honeywell to provide to the Fraud Section and the Office, upon request, any document, record or other tangible evidence about which the Fraud Section and the Office may inquire of the Company and Honeywell including evidence that is responsive to any requests made prior to the execution of this Agreement.

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

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

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

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

Payment of Monetary Penalty

7. The Fraud Section and the Office and the Company agree that application of the United States Sentencing Guidelines (“USSG” or “Sentencing Guidelines”) to determine the applicable fine range yields the following analysis:

- a. The 2018 USSG are applicable to this matter.
- b. Offense Level. Based upon USSG § 2C1.1, the total offense level is 40, calculated as follows:

(a)(2) Base Offense Level	12
(b)(2) Value of benefit received more than \$65,000,000	+24
(b)(0) High-Level Official	+4
TOTAL	40

c. Base Fine.¹ Based upon USSG § 8C2.4(a)(1), the base fine is \$105,657,000 (as the pecuniary gain exceeds the fine in the Offense Level Fine Table, namely \$72,500,000).

d. Culpability Score. Based upon USSG § 8C2.5, the culpability score is 5, calculated as follows:

(a)	Base Culpability Score	5
(b)(4)	The organization had 50 or more employees and an individual within substantial authority personnel participated in, condoned, or was willfully ignorant of the offense	+2
(g)(2)	Cooperation and acceptance	- 2
	TOTAL	<u>5</u>

Calculation of Fine Range:

Base Fine	\$105,657,000
Multipliers	1 (min) / 2 (max)
Fine Range	\$105,657,000 / \$211,314,000

The Company agrees to pay a monetary penalty in the amount of \$79,242,750 to the United States Treasury (the “Total Criminal Penalty”). This reflects a 25 percent discount off the bottom of the Sentencing Guidelines fine range. The Company and the Fraud Section and the Office agree that the Company will pay the United States Treasury \$39,621,375, equal to one-half of the Total Criminal Penalty, within ten business days of the execution of the Agreement. The Fraud Section and the Office agree to credit toward satisfaction of the Total Criminal Penalty the amount the Company pays to authorities in Brazil, up to a maximum of \$39,621,375,

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

so long as the Company pays the remaining amount to Brazil pursuant to the Company's separate resolution with Brazilian authorities related to the same underlying conduct described in the Statement of Facts. Should any amount of the \$39,621,375 payment to authorities in Brazil not be made within twelve months of the execution of this Agreement, the Company will be required to pay the remaining amount to the United States Treasury on or before one year from the date of the Agreement. The Company and the Fraud Section and the Office agree that this penalty is appropriate given the facts and circumstances of this case, including the Relevant Considerations described in Paragraph 4 of this Agreement. The Total Criminal Penalty is final and shall not be refunded. Furthermore, nothing in this Agreement shall be deemed an agreement by the Fraud Section and the Office that the Total Criminal Penalty is the maximum penalty that may be imposed in any future prosecution, and the Fraud Section and the Office are not precluded from arguing in any future prosecution that the Court should impose a higher fine, although the Fraud Section and the Office agree that under those circumstances, they will recommend to the Court that any amount paid under this Agreement should be offset against any fine the Court imposes as part of a future judgment. The Company and Honeywell acknowledge that no tax deduction may be sought in connection with the payment of any part of the Total Criminal Penalty. The Company and Honeywell shall not seek or accept directly or indirectly reimbursement or indemnification from any source with regard to the penalty or disgorgement amounts that the Company pays pursuant to this Agreement or any other agreement entered into with an enforcement authority or regulator concerning the facts set forth in the attached Statement of Facts.

Forfeiture

8. The Company hereby admits that the facts set forth in the Statement of Facts establish that the sum of \$105,657,000 (the “Total Forfeiture Amount”), representing the proceeds traceable to the commission of the offense, is forfeitable to the United States pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c). The Company therefore admits the forfeiture allegation with respect to Count One of the Information. The Fraud Section and the Office agree that anticipated payments by the Company and Honeywell in connection with concurrent resolutions with the SEC and Brazilian authorities shall be credited against the Total Forfeiture Amount in the amount of \$105,657,000 (the “Total Forfeiture Credit Amount”). Because the Total Forfeiture Amount is equal to the Total Forfeiture Credit Amount, the Company shall not be required to pay a money judgment of forfeiture, provided that it pays the Total Forfeiture Credit Amount to the SEC and Brazilian authorities on or before one year from the date of the Agreement. Should any amount of the Total Forfeiture Credit Amount not be paid to the SEC and Brazilian authorities by on or before one year from the date of the Agreement, the Company agrees that it shall make a payment of any remaining unpaid portion of the Total Forfeiture Credit Amount by wire transfer pursuant to instructions provided by the Fraud Section and the Office no later than 10 days after one year from the date of the Agreement.

Conditional Release from Liability

9. Subject to Paragraphs 16-20, the Fraud Section and the Office agree, except as provided in this Agreement, that it will not bring any criminal or civil case against the Company, Honeywell, or any of their affiliates and subsidiaries, relating to any of the conduct described in

the attached Statement of Facts or the criminal Information filed pursuant to this Agreement. The Fraud Section and the Office, however, may use any information related to the conduct described in the attached Statement of Facts against the Company, Honeywell, or any of their subsidiaries and affiliates: (a) in a prosecution for perjury or obstruction of justice; (b) in a prosecution for making a false statement; (c) in a prosecution or other proceeding relating to any crime of violence; or (d) in a prosecution or other proceeding relating to a violation of any provision of Title 26 of the United States Code.

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

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

Corporate Compliance Program

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

11. In order to address any deficiencies in its internal accounting controls, policies, and procedures, the Company and Honeywell represent that they have undertaken, and will

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

Corporate Compliance Reporting

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

13. Thirty days prior to the expiration of the Term, Honeywell, by the Chief Executive Officer and Chief Compliance Officer, will certify to the Fraud Section and the Office, in the form of executing the document attached as Attachment F to this Agreement, that the Company and Honeywell have met their compliance obligations pursuant to this Agreement.

Deferred Prosecution

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

15. The Fraud Section and the Office further agree that if the Company and Honeywell fully comply with all of its obligations under this Agreement, the Fraud Section and the Office will not continue the criminal prosecution against the Company described in Paragraph 1 and, at the conclusion of the Term, this Agreement shall expire. Within six months after the Agreement's expiration, the Fraud Section and the Office shall seek dismissal with prejudice of the criminal Information filed against the Company described in Paragraph 1, and agree not to file charges in the future against the Company based on the conduct described in this Agreement and the attached Statement of Facts. If, however, the Fraud Section and the Office determine during this six-month period that the Company or Honeywell breached the Agreement during the Term, as described in Paragraph 16, the Fraud Section's and the Office's ability to extend the Term, as described in Paragraph 3, or to pursue other remedies, including those described in Paragraphs 16 to 20, remains in full effect.

Breach of the Agreement

16. If, during the Term, (a) the Company commits any felony under U.S. federal law; (b) the Company or Honeywell provides in connection with this Agreement deliberately false,

incomplete, or misleading information, including in connection with its disclosure of information about individual culpability; (c) the Company or Honeywell fails to cooperate as set forth in Paragraphs 5 and 6 of this Agreement; (d) the Company or Honeywell fails to implement a compliance program as set forth in Paragraphs 10-11 of this Agreement and Attachment C; (e) the Company commits any acts that, had they occurred within the jurisdictional reach of the FCPA, would be a violation of the FCPA; or (f) the Company or Honeywell otherwise fails to completely perform or fulfill each of the Company's or Honeywell's obligations under the Agreement, regardless of whether the Fraud Section and the Office becomes aware of such a breach after the Term is complete, the Company, Honeywell, and their subsidiaries and affiliates, shall thereafter be subject to prosecution for any federal criminal violation of which the Fraud Section and the Office has knowledge, including, but not limited to, the charges in the Information described in Paragraph 1, which may be pursued by the Fraud Section and the Office in the U.S. District Court for the Southern District of Texas or any other appropriate venue.

Determination of whether the Company or Honeywell has breached the Agreement and whether to pursue prosecution of the Company shall be in the Fraud Section's and the Office's sole discretion. Any such prosecution may be premised on information provided by the Company, Honeywell, their subsidiaries or affiliates, or the personnel of any of the foregoing. Any such prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Fraud Section and the Office prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against the Company, Honeywell, or their subsidiaries or affiliates, notwithstanding the expiration of the statute of limitations, between the

signing of this Agreement and the expiration of the Term plus one year. Thus, by signing this Agreement, the Company and Honeywell agree that the statute of limitations with respect to any such prosecution that is not time-barred on the date of the signing of this Agreement shall be tolled for the Term plus one year. In addition, the Company and Honeywell agree that the statute of limitations as to any violation of federal law that occurs during the Term will be tolled from the date upon which the violation occurs until the earlier of the date upon which the Fraud Section and the Office are made aware of the violation or the duration of the Term plus five years, and that this period shall be excluded from any calculation of time for purposes of the application of the statute of limitations.

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

18. In the event that the Fraud Section and the Office determine that the Company has breached this Agreement: (a) all statements made by or on behalf of the Company, Honeywell, and their subsidiaries and affiliates, to the Fraud Section and the Office or to the Court, including the attached Statement of Facts, and any testimony given by the Company or

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

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

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

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

21. Except as may otherwise be agreed by the parties in connection with a particular transaction, the Company and Honeywell agree that in the event that, during the Term, they undertake any change in corporate form, including if they sell, merge, or transfer business operations that are material to the Company's consolidated operations, or to the operations of any subsidiaries or affiliates of the Company or Honeywell that were involved in the conduct described in the attached Statement of Facts, as they exist as of the date of this Agreement, whether such sale is structured as a sale, asset sale, merger, transfer, or other change in corporate form, it shall include in any contract for sale, merger, transfer, or other change in corporate form a provision binding the purchaser, or any successor in interest thereto, to the obligations described in this Agreement. The purchaser or successor in interest must also agree in writing that the Fraud Section's and the Office's ability to determine a breach under this Agreement is applicable in full force to that entity. The Company and Honeywell agree that the failure to include these provisions in the transaction will make any such transaction null and void. The

Company and Honeywell shall provide notice to the Fraud Section and the Office at least thirty (30) days prior to undertaking any such sale, merger, transfer, or other change in corporate form. The Fraud Section and the Office shall notify the Company and Honeywell prior to such transaction (or series of transactions) if it determines that the transaction(s) will have the effect of circumventing or frustrating the enforcement purposes of this Agreement. If at any time during the Term the Company or Honeywell engages in a transaction(s) that has the effect of circumventing or frustrating the enforcement purposes of this Agreement, the Fraud Section and the Office may deem it a breach of this Agreement pursuant to Paragraphs 16-20 of this Agreement. Nothing herein shall restrict the Company and Honeywell from indemnifying (or otherwise holding harmless) the purchaser or successor in interest for penalties or other costs arising from any conduct that may have occurred prior to the date of the transaction, so long as such indemnification does not have the effect of circumventing or frustrating the enforcement purposes of this Agreement, as determined by the Fraud Section and the Office.

Public Statements by Company

22. The Company and Honeywell expressly agrees that it shall not, through present or future attorneys, officers, directors, employees, agents or any other person authorized to speak for the Company or Honeywell make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by the Company set forth above or the facts described in the attached Statement of Facts. Any such contradictory statement shall, subject to cure rights of the Company and Honeywell described below, constitute a breach of this Agreement, and the Company thereafter shall be subject to prosecution as set forth in Paragraphs 16-20 of this Agreement. The decision whether any public statement by any such person

contradicting a fact contained in the attached Statement of Facts will be imputed to the Company and Honeywell for the purpose of determining whether it has breached this Agreement shall be at the sole discretion of the Fraud Section and the Office. If the Fraud Section and the Office determines that a public statement by any such person contradicts in whole or in part a statement contained in the attached Statement of Facts, the Fraud Section and the Office shall so notify the Company and Honeywell, and the Company and Honeywell may avoid a breach of this Agreement by publicly repudiating such statement(s) within five business days after notification. The Company and Honeywell shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the attached Statement of Facts provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the attached Statement of Facts. This Paragraph does not apply to any statement made by any present or former officer, director, employee, or agent of the Company or Honeywell in the course of any criminal, regulatory, or civil case initiated against such individual, unless such individual is speaking on behalf of the Company or Honeywell.

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

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

Limitations on Binding Effect of Agreement

25. This Agreement is binding on the Company and Honeywell and the Fraud Section and the Office but specifically does not bind any other component of the Department of Justice, other federal agencies, or any state, local or foreign law enforcement or regulatory agencies, or any other authorities, although the Fraud Section and the Office will bring the cooperation of the Company and Honeywell and its compliance with its other obligations under this Agreement to the attention of such agencies and authorities if requested to do so by the Company and Honeywell. If the court refuses to grant exclusion of time under the Speedy Trial Act, 18 U.S.C. § 3161(h)(2), all the provisions of this Agreement shall be deemed null and void, and the Term shall be deemed to have not begun, except that the statute of limitations for any prosecution relating to the conduct described in the Statement of Facts shall be tolled from the date on which this Agreement is signed until the date the Court refuses to grant the exclusion of time plus six months, and except for the provisions contained within Paragraph 2 of this Agreement.

Notice

26. Any notice to the Fraud Section and the Office under this Agreement shall be given by electronic mail and/or personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, with copies by electronic mail, addressed to Chief, FCPA Unit, Fraud Section, Criminal Division, U.S. Department of Justice, 1400 New York Avenue NW, Washington, DC 20005, and Chief, Fraud Section, United States Attorney's Office for the Southern District of Texas, 1000 Louisiana Street, Suite 2300, Houston, Texas 77002. Any notice to the Company and Honeywell under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, with copies by electronic mail, addressed to Senior Vice President & General Counsel, Honeywell International Inc., 855 South Mint Street, Charlotte, North Carolina 28202. Notice shall be effective upon actual receipt by the Fraud Section and the Office or the Company and Honeywell.

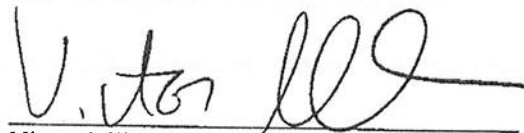
Complete Agreement

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

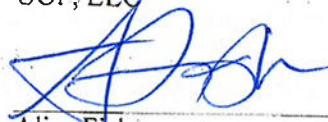
AGREED:

FOR UOP, LLC:

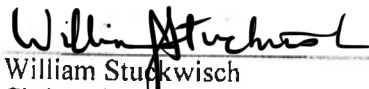
Date: 12/15/22

By: 
Victor Miller
UOP, LLC

Date: 12/15/22

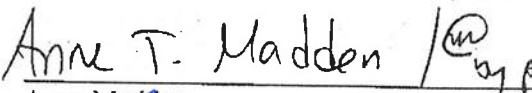
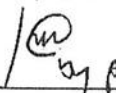
By: 
Alice Fisher
Douglas Greenburg
Joseph Bargnesi
Latham & Watkins LLP

Date: 12/15/22


By: 
William Stuckwisch
Christopher Maner
Kirkland & Ellis LLP

FOR HONEYWELL INTERNATIONAL INC.:


Date: 12/15/22

By:  /  by permission
Anne Madden
Honeywell International Inc.

Date: 12/15/22

By: 
Alice Fisher
Douglas Greenburg
Joseph Bargnesi
Latham & Watkins LLP


Date: 12/15/22

By: 
William Stuckwisch
Christopher Maner
Kirkland & Ellis LLP

FOR THE DEPARTMENT OF JUSTICE:

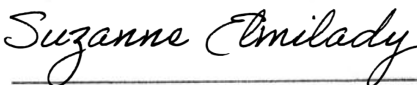
GLENN S. LEON
Chief, Fraud Section
Criminal Division
United States Department of Justice

Date: 12/16/2022

BY: 
Gerald M. Moody, Jr.
Assistant Chief
Gwendolyn Stamper
Trial Attorney

ALAMDAR S. HAMDANI
United States Attorney
Southern District of Texas

Date: 12/16/2022

BY: 
Suzanne Elmilady
Deputy Chief, Fraud Division
Southern District of Texas

COMPANY OFFICER'S CERTIFICATE FOR UOP, LLC

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


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

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

Date: 12/15/22

By:

UOP, LLC


Victor Miller
Corporate Secretary

**COMPANY OFFICER'S CERTIFICATE
FOR HONEYWELL INTERNATIONAL INC.**

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

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

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

Date: 12/15/22

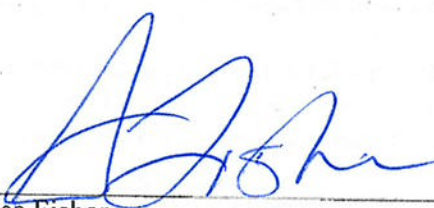
HONEYWELL INTERNATIONAL INC.
By: Anne T. Madden / by VSM
Anne Madden
Senior Vice President & General Counsel

with
permission


CERTIFICATE OF COUNSEL FOR UOP, LLC

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

Date: 12/15/22

By: 

Alice Fisher
Douglas Greenburg
Joseph Bargnesi
Latham & Watkins LLP
Counsel for UOP, LLC

By: 

William Stuckwisch
Christopher Maner
Kirkland & Ellis LLP
Counsel for UOP, LLC

**CERTIFICATE OF COUNSEL FOR
HONEYWELL INTERNATIONAL INC.**

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

Date: 12/15/22

By: 

Alice Fisher
Douglas Greenburg
Joseph Bargnesi
Latham & Watkins LLP
Counsel for Honeywell International Inc.

By: 

William Stukwisch
Christopher Maner
Kirkland & Ellis LLP
Counsel for Honeywell International Inc.

ATTACHMENT A

STATEMENT OF FACTS

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

The Defendant and Relevant Entities and Individuals

1. From in or about and between at least 2010 and 2014, the defendant Honeywell UOP was a Delaware corporation headquartered in Des Plaines, Illinois. Honeywell UOP was a global provider of technology to various industries, including petroleum refining, gas processing, and petrochemical production. Honeywell UOP was a “domestic concern,” as that term is used in the Foreign Corrupt Practices Act (“FCPA”), Title 15, United States Code, Section 78dd-2(h)(1).

2. Honeywell UOP was a wholly-owned subsidiary of Honeywell International Inc. (“Honeywell”), a multinational technology and manufacturing company headquartered in Charlotte, North Carolina.

3. Petróleo Brasileiro S.A. – Petrobras (“Petrobras”) was a corporation headquartered in Rio de Janeiro, Brazil, that refined, produced and distributed oil, oil products, gas, biofuels, and energy. Through voting rights, the Brazilian government directly controlled more than 50 percent of Petrobras’s common shares, while an additional 10 percent of Petrobras’s shares were controlled by the Brazilian Development Bank and Brazil’s Sovereign Wealth Fund. Petrobras was controlled by the Brazilian government and performed government functions. Petrobras was an “instrumentality” of a foreign government, and Petrobras’s officers and employees were “foreign officials,” as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2).

4. “Brazil Sales Company,” an entity the identity of which is known to the United States and the Company, was a Brazil-based company that served as a sales agent for Honeywell UOP in or about and between 2010 and 2014. Brazil Sales Company was an agent of a “domestic concern,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1).

5. “Honeywell UOP Employee 1,” an individual whose identity is known to the United States and the Company, was a United States citizen and resident of Brazil. Honeywell UOP Employee 1 was an account director for Honeywell UOP. Honeywell UOP Employee 1 was an employee of a “domestic concern” and an agent of a “domestic concern,” as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1).

6. “Petrobras Official 1,” an individual whose identity is known to the United States and the Company, was a citizen of Brazil and a high-ranking executive at Petrobras. Petrobras Official 1 was a “foreign official,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2).

7. “Intermediary 1,” an individual whose identity is known to the United States and the Company, was a citizen of Brazil who solicited and collected bribe payments on behalf of Petrobras Official 1 from a number of different companies.

8. “Intermediary 2,” an individual whose identity is known to the United States and the Company, was a Brazilian citizen and the owner of Brazil Sales Company in or about and between 2010 and 2014. Intermediary 2 was an agent of a “domestic concern,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1).

The Bribery Scheme

9. From in or about and between at least 2010 and 2014, Honeywell UOP, through certain of its employees and agents, knowingly and willfully conspired and agreed with others to corruptly offer a bribe to, and for the benefit of, Petrobras Official 1, a foreign official in Brazil, within the meaning of the FCPA, Title 15, United States Code, Section 78dd-2(h)(2), to secure improper advantages in order to obtain and retain business from Petrobras in connection with Honeywell UOP’s efforts to win an approximately \$425 million contract from Petrobras to design and build an oil refinery called Premium (the “Premium Refinery Contract”).

10. The bribe was offered with the knowledge, authorization, and at the direction of Honeywell UOP Employee 1. In furtherance of the scheme, among other things, Honeywell UOP, through Honeywell UOP Employee 1, entered into an agency agreement with Brazil Sales

Company for the purpose of funding and paying a bribe of \$4 million to Petrobras Official 1 to win the Premium Refinery Contract. In exchange for the offer of a \$4 million bribe, and after obtaining business advantages, including inside information and secret assistance, from Petrobras Official 1, Honeywell UOP won the Premium Refinery Contract. Honeywell UOP ultimately earned approximately \$106 million in profits from the corruptly obtained business. In carrying out the scheme, Honeywell UOP Employee 1 and Intermediary 2 utilized means and instrumentalities of interstate commerce, including the use of wires.

11. In or about July 2009, Honeywell UOP submitted a technical proposal to Petrobras in connection with Honeywell UOP's bid to win the Premium Refinery Contract.

12. In or about January 2010, Honeywell UOP Employee 1 attended a meeting in Houston with several Petrobras officials for the purpose of discussing, among other things, the Premium Refinery project.

13. In or about March 2010, Petrobras invited Honeywell UOP to participate in the design competition phase of the bidding process for the Premium Refinery Contract. At the time, Honeywell UOP was competing against two other companies for the contract.

14. On or about May 17, 2010, two Honeywell UOP employees provided their management with a PowerPoint presentation stating that the two other companies bidding on the Premium Refinery Contract were "STILL a[] threat to us." Around this time, Honeywell UOP Employee 1 recommended that Honeywell UOP hire Brazil Sales Company to serve as a sales agent for Honeywell UOP to help it win the Premium Refinery Contract.

15. On or about May 27, 2010, two Honeywell UOP employees submitted a form requesting that Honeywell's compliance department approve Brazil Sales Company to serve as

Honeywell UOP's sales agent. To increase the likelihood of receiving internal approvals, the Honeywell UOP employees lied on the request form, stating that Brazil Sales Company had been "known to" Honeywell UOP and a Honeywell UOP employee for two years, when, in fact, the companies had no common history and the Honeywell UOP employee had no prior knowledge of Brazil Sales Company.

16. In or about the summer of 2010, Honeywell UOP Employee 1 met in Brazil with Petrobras Official 1. During the meeting, Honeywell UOP Employee 1 offered to pay Petrobras Official 1 a percentage of Honeywell UOP's revenue on the Premium Refinery Contract if Petrobras Official 1 would agree to help Honeywell UOP win the contract from Petrobras.

17. In or about the summer of 2010, Honeywell UOP Employee 1 also met in Brazil with Intermediary 1, a "lobbyist" who collected bribe payments on behalf of Petrobras Official 1, and Intermediary 2. During the meeting, Honeywell UOP Employee 1 and Intermediary 2 offered to pay Petrobras Official 1 one percent of the expected revenue from the Premium Refinery Contract, or approximately \$4 million, in exchange for Petrobras Official 1 using his influence to help Honeywell UOP win the contract. They agreed to use a portion of Brazil Sales Company's expected three-percent sales commission (approximately \$12 million) from Honeywell UOP to pay the \$4 million bribe. They also agreed that the remaining \$8 million from the sales commission paid to Brazil Sales Company would be divided equally between the Intermediary 1 and Intermediary 2.

18. In furtherance of the bribery scheme, Petrobras Official 1 evaluated Honeywell UOP's proposed bid on the Premium Refinery Contract and determined that Honeywell UOP would not win at that price. Petrobras Official 1 and Intermediary 1 then told Honeywell UOP

Employee 1 the maximum amount that Honeywell UOP could bid and still win the contract, given Petrobras's budget, which resulted in (1) Honeywell UOP winning the contract; (2) Honeywell UOP receiving the largest possible profit; and (3) Petrobras Official 1 receiving the largest possible bribe, given that Brazil Sales Company's sales commission, which was to fund the "one-percent" bribe payment, was based on the contract's overall revenue.

19. In internal correspondence, certain Honeywell UOP employees, including Honeywell UOP Employee 1, used the code words "King" to refer to Petrobras Official 1 and "King's Assistant" to refer to Intermediary 1 when discussing the confidential Petrobras information and secret assistance to Honeywell UOP that Petrobras Official 1 was providing in exchange for the \$4 million bribe.

20. For example, on or about July 12, 2010, a Honeywell UOP employee wrote an email to another Honeywell UOP employee, stating "in today's meeting between [Honeywell UOP Employee 1] and King [i.e., Petrobras Official 1], I am wondering if we can get a feeling from King [sic] what is the ballpark and NOT TO EXCEED number" for the bid on the Premium Refinery Contract.

21. On the next day on or about July 13, 2010, the same Honeywell UOP employee referenced above in Paragraph 20 sent an email stating, "Hope King's assistant [i.e, Intermediary 1] can provide us the number (either with or without tax) this week."

22. On or about July 21, 2010, Honeywell UOP Employee 1 sent an email to two Honeywell UOP employees, "KING [Petrobras Official 1] – yesterday – confirms that budget is 500 . . . [and] [a]dvises that differences greater than 20-25% make it difficult to justify selecting us over others[.]"

23. On or about August 6, 2010, Honeywell UOP Employee 1 sent an email to two Honeywell UOP employees, “I am proceeding to clarify situation with King [Petrobras Official 1] and receive orientation as to how to proceed.”

24. On or about August 11, 2010, a Honeywell UOP employee sent an email to two Honeywell UOP executives, stating that “King [Petrobras Official 1] has asked for all numbers from PB [i.e., Petrobras] team” The Honeywell UOP employee further described in the same email that he would “meet with Assistant [Intermediary 1] tonight to get the numbers and receive clear guideline and [the] target number.”

25. Also on or about August 11, 2010, a Honeywell UOP employee sent an email to another employee, stating that “we should have [Intermediary 2] issues agreed upon internally and I will finalize [by] this afternoon . . . [t]he direct meeting with the King [Petrobras Official 1] is scheduled for breakfast tomorrow”

26. Later that day, on or about August 11, 2010, a Honeywell UOP employee sent an email to a number of Honeywell UOP executives and employees, providing Petrobras’s confidential internal target number for the winning bid and the amounts of the bids that Honeywell UOP’s two competitors had submitted to Petrobras.

27. The following day, on or about August 12, 2010, a Honeywell UOP employee sent an email to several Honeywell UOP executives that “[Intermediary 2] just signed the agreement [i.e., the Brazil Sales Company Sales Representative Agreement].” One of the Honeywell UOP executives responded, “[h]opefully this paves the way for a big win. [T]hanks[.]”

28. On or about August 13, 2010, a Honeywell UOP employee sent a calendar invite to a number of Honeywell UOP executives and employees, setting time for a conference call and noting that “[w]e expect to get an update from King [, Petrobras Official 1] regarding his perspective regarding the ‘target number’ for our revised commercial proposal (370 or 348).” At the time, Honeywell UOP was debating whether to submit a \$370 million bid or a \$348 million bid to Petrobras for the Premium Refinery Contract.

29. Later that day, on or about August 13, 2010, a Honeywell UOP employee wrote an email to another employee, stating that Intermediary 1, who was passing messages from Petrobras Official 1 to Honeywell UOP, had conveyed that “375 would be ok 348 will be more competitive[.]” Later that day, Honeywell UOP submitted the lower \$348 million bid to Petrobras.

30. On or about August 18, 2010, a Honeywell UOP employee sent an email to Honeywell UOP executives and employees, copying Honeywell UOP Employee 1, and stating, “[m]essage from the King [Petrobras Official 1] was to hold tight and make no further concessions at this point. He is trying to pull the numbers and decisions up to his level in order to control.”

31. Also on or about August 18, 2010, a Honeywell UOP employee wrote an email to a Honeywell UOP executive, stating “[w]ill you be able to sign the [Brazil Sales Company Sales Representative Agreement] when you get in today? There was [sic] also some discussions on whether you will sign or delegate to [another Honeywell UOP executive], can you let me know your plans. I want to get this back to [Intermediary 2] as soon as possible, because we are

pushing for the king [Petrobras Official 1] to step up and intercede.” The Honeywell UOP executive signed the Brazil Sales Company Sales Representation Agreement later that day.

32. On or about October 8, 2010, Petrobras notified Honeywell UOP that it had won the Premium Refinery Contract. Honeywell UOP ultimately earned approximately \$425 million in gross revenue and approximately \$106 million in profits from the contract.

33. From in or about 2011 to 2014, Honeywell UOP paid approximately \$10.4 million to Brazil Sales Company pursuant to the Brazil Sales Company Sales Representation Agreement. Honeywell UOP paid those funds to a Swiss bank account in the name of a different company that was beneficially owned by Intermediary 2. For example, on or about March 16, 2011, Honeywell UOP transferred from a bank account in the United States approximately \$280,131.54 to a bank account in Switzerland controlled by Intermediary 2. Additionally, on or about November 14, 2014, Honeywell UOP transferred from a bank account in the United States approximately \$43,726.53 to a bank account in Switzerland controlled by Intermediary 2.

ATTACHMENT B

CERTIFICATE OF CORPORATE RESOLUTIONS
FOR UOP, LLC

WHEREAS, UOP, LLC, doing business as Honeywell UOP (the “Company”) has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section (the “Fraud Section”) and the United States Attorney’s Office for the Southern District of Texas (the “Office”) regarding issues arising in relation to certain improper payments to foreign officials to facilitate the award of contracts and assist in obtaining business for the Company; and

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

WHEREAS, the Company’s Corporate Secretary, Victor Miller, together with outside counsel for the Company, have advised the Board of Directors of the Company of its rights, possible defenses, the Sentencing Guidelines’ provisions, and the consequences of entering into such agreement with the Fraud Section and the Office;

Therefore, the Board of Directors has RESOLVED that:

1. The Company (a) acknowledges the filing of the one-count Information charging the Company with an offense against the United States, in violation of Title 18, United States Code, Section 371, that is, to violate the anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 (“FCPA”), as amended, Title 15, United States Code, Section 78dd-2; (b) waives indictment on such charges and enters into a deferred prosecution agreement with the Fraud Section and the Office; and (c) agrees to accept a monetary penalty against Company totaling

\$79,242,750, and to pay such penalty to the United States Treasury² with respect to the conduct described in the Information;

2. The Company accepts the terms and conditions of this Agreement, including, but not limited to, (a) a knowing waiver of its rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); and (b) a knowing waiver for purposes of this Agreement and any charges by the United States arising out of the conduct described in the attached Statement of Facts of any objection with respect to venue and consents to the filing of the Information, as provided under the terms of this Agreement, in the United States District Court for the Southern District of Texas; and (c) a knowing waiver of any defenses based on the statute of limitations for any prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Fraud Section and the Office prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement;

3. The Corporate Secretary of Company, Victor Miller, is hereby authorized, empowered and directed, on behalf of the Company, to execute the Deferred Prosecution Agreement substantially in such form as reviewed by this Board of Directors at this meeting with such changes as the Corporate Secretary of Company, Victor Miller, may approve;


4. The Corporate Secretary of Company, Victor Miller, is hereby authorized, empowered and directed to take any and all actions as may be necessary or appropriate and to

² Subject to the crediting arrangement agreement with the Fraud Section and the Office.

approve the forms, terms or provisions of any agreement or other documents as may be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing resolutions; and

5. All of the actions of the Corporate Secretary of Company, Victor Miller, which actions would have been authorized by the foregoing resolutions except that such actions were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved, and adopted as actions on behalf of the Company.

Date: 12/15/22

By: 
Victor Miller
Corporate Secretary
UOP, LLC

CERTIFICATE OF CORPORATE RESOLUTIONS
FOR HONEYWELL INTERNATIONAL INC.

WHEREAS, Honeywell International Inc. (“Honeywell”) has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section (the “Fraud Section”) and the United States Attorney’s Office for the Southern District of Texas (the “Office”) regarding issues arising in relation to certain improper payments to foreign officials to facilitate the award of contracts and assist in obtaining business for UOP, LLC, doing business as Honeywell UOP (“Honeywell UOP”); and

WHEREAS, in order to resolve such discussions, it is proposed that Honeywell (on behalf of itself and its subsidiaries and affiliates) agrees to certain terms and obligations of a deferred prosecution among Honeywell UOP, the Fraud Section, and the Office (the “Agreement”); and

WHEREAS, Honeywell’s Senior Vice President & General Counsel, Anne Madden, together with outside counsel for Honeywell, have advised the Board of Directors of Honeywell of its rights, possible defenses, the Sentencing Guidelines’ provisions, and the consequences of agreeing to such terms and obligations of the Agreement among Honeywell UOP, the Fraud Section, and the Office;

Therefore, the Board of Directors has RESOLVED that:

1. Honeywell (a) acknowledges the filing of the one-count Information charging Honeywell UOP with an offense against the United States, in violation of Title 18, United States Code, Section 371, that is, to violate the anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 (“FCPA”), as amended, Title 15, United States Code, Section 78dd-2; (b) undertakes certain obligations under the Agreement among Honeywell UOP, the Fraud Section, and the Office; and (c) agrees to accept a monetary penalty against Honeywell UOP totaling \$79,242,750,

and to pay such penalty to the United States Treasury³ with respect to the conduct described in the Information if Honeywell UOP does not pay such monetary penalty within the time period specified in the Agreement;

2. Honeywell accepts the terms and conditions of this Agreement, including, but not limited to, (a) a knowing waiver of Honeywell UOP's rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); and (b) a knowing waiver for purposes of this Agreement and any charges by the United States arising out of the conduct described in the attached Statement of Facts of any objection with respect to venue and consents to the filing of the Information against Honeywell UOP, as provided under the terms of this Agreement, in the United States District Court for the Southern District of Texas; and (c) a knowing waiver of any defenses based on the statute of limitations for any prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Fraud Section and the Office prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement;

3. The Senior Vice President & General Counsel of Honeywell, Anne Madden, is hereby authorized, empowered and directed, on behalf of Honeywell and its subsidiaries and affiliates, to agree to certain terms and obligations of the Agreement substantially in such form as reviewed by this Board of Directors at this meeting with such changes as the Senior Vice President & General Counsel of Honeywell, Anne Madden, may approve;

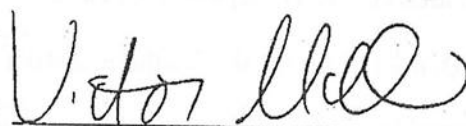
³ Subject to the crediting arrangement agreement with the Fraud Section and the Office.

4. The Senior Vice President & General Counsel of Honeywell, Anne Madden, is hereby authorized, empowered and directed to take any and all actions as may be necessary or appropriate and to approve the forms, terms or provisions of any agreement or other documents as may be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing resolutions; and

5. All of the actions of the Senior Vice President & General Counsel of Honeywell, Anne Madden, which actions would have been authorized by the foregoing resolutions except that such actions were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved, and adopted as actions on behalf of Honeywell.

Date: 12/15/22

By:



Victor Miller
Deputy General Counsel,
Corporate Secretary &
Chief Compliance Officer
Honeywell International Inc.

ATTACHMENT C

CORPORATE COMPLIANCE PROGRAM

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

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

High-Level Commitment

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

Policies and Procedures

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

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

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

- f. facilitation payments; and
- g. solicitation and extortion.

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

- a. transactions are executed in accordance with management's general or specific authorization;
- b. transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and to maintain accountability for assets;
- c. access to assets is permitted only in accordance with management's general or specific authorization; and
- d. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

Periodic Risk-Based Review

5. The Companies will develop these compliance policies and procedures on the basis of a periodic risk assessment addressing the individual circumstances of the Companies, in particular the foreign bribery risks facing the Companies, including, but not limited to, their geographical organization, interactions with various types and levels of government officials, industrial sectors of operation, involvement in joint venture arrangements, importance of licenses

and permits in the Companies' operations, degree of governmental oversight and inspection, and volume and importance of goods and personnel clearing through customs and immigration.

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

Proper Oversight and Independence

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

Training and Guidance

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

partners; and (b) corresponding certifications by all such directors, officers, employees, agents, and business partners, certifying compliance with the training requirements.

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

Internal Reporting and Investigation

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

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

Enforcement and Discipline

12. The Companies will implement mechanisms designed to effectively enforce their Codes of Conduct and anti-corruption compliance policies and procedures, including appropriately incentivizing compliance and disciplining violations.

13. The Companies will institute appropriate disciplinary procedures to address, among other things, violations of the anti-corruption laws and the Companies' Codes of Conduct and anti-corruption compliance policies and procedures by the Companies' directors, officers, and employees. Such procedures should be applied consistently and fairly, regardless of the position held by, or perceived importance of, the director, officer, or employee. The Companies shall implement procedures to ensure that where misconduct is discovered, reasonable steps are taken to remedy the harm resulting from such misconduct, and to ensure that appropriate steps are taken to prevent further similar misconduct, including assessing the internal controls, Code of Conduct, and compliance policies and procedures and making modifications necessary to ensure the overall anti-corruption compliance program is effective.

Third-Party Relationships

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

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

15. Where necessary and appropriate, the Companies will include standard provisions in agreements, contracts, and renewals thereof with all agents and business partners

that are reasonably calculated to prevent violations of the anti-corruption laws, which may, depending upon the circumstances, include: (a) anti-corruption representations and undertakings relating to compliance with the anti-corruption laws; (b) rights to conduct audits of the books and records of the agent or business partner to ensure compliance with the foregoing; and (c) rights to terminate an agent or business partner as a result of any breach of the anti-corruption laws, the Companies' Code of Conduct or compliance policies, or procedures, or the representations and undertakings related to such matters.

Mergers and Acquisitions

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

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

a. train the directors, officers, employees, agents, and business partners consistent with Paragraph 8 above on the anti-corruption laws and the Companies' compliance policies and procedures regarding anti-corruption laws; and

b. where warranted, conduct an FCPA-specific audit of all newly acquired or merged businesses as quickly as practicable.

Monitoring and Testing

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

ATTACHMENT D

COMPLIANCE REPORTING REQUIREMENTS

UOP, LLC and Honeywell International Inc. (the “Companies”) agree that they will report to the United States Department of Justice, Criminal Division, Fraud Section (the “Fraud Section”) and the United States Attorney’s Office for the Southern District of Texas (the “Office”) periodically. During the Term, the Companies shall review, test, and update their compliance program and internal controls, policies, and procedures described in Attachment C. The Companies shall be required to: (i) conduct an initial (“first”) review and submit a first report and (ii) conduct and prepare at least two follow-up reviews and reports, as described below. Prior to conducting each review, the Companies shall be required to prepare and submit a workplan for the review.

In conducting the reviews, the Companies shall undertake the following activities, among others: (a) inspection of relevant documents, including the Companies’ current policies, procedures, and training materials concerning compliance with the FCPA and other applicable anti-corruption laws; (b) inspection and testing of the Companies’ systems procedures, and internal controls, including record-keeping and internal audit procedures at sample sites; (c) meetings with, and interviews of, relevant current and, where appropriate, former directors, officers, employees, business partners, agents, and other persons; and (d) analyses, studies, and comprehensive testing of the Companies’ compliance program.

Written Work Plans, Reviews and Reports

a. The Companies shall conduct a first review and prepare a first report, followed by at least two follow-up reviews and reports.

b. Within sixty (60) calendar days of the date this Agreement is executed, the Companies shall, after consultation with the Fraud Section and the Office, prepare and submit a written work plan to address the Companies' first review. The Fraud Section and the Office shall have thirty (30) calendar days after receipt of the written work plan to provide comments.

c. With respect to each follow-up review and report, after consultation with the Fraud Section and the Office, the Companies shall prepare a written work plan within forty-five (45) calendar days of the submission of the prior report, and the Fraud Section and the Office shall provide comments within thirty (30) calendar days after receipt of the written work plan.

d. All written work plans shall identify with reasonable specificity the activities the Companies plan to undertake to review and test each element of its compliance program, as described in Attachment C.

e. Any disputes between the Companies and the Fraud Section and the Office with respect to any written work plan shall be decided by the Fraud Section and the Office in their sole discretion.

f. No later than one year from the date this Agreement is executed, the Companies shall submit to the Fraud Section and the Office a written report setting forth: (1) a complete description of its remediation efforts to date; (2) a complete description of the testing conducted to evaluate the effectiveness of the compliance program and the results of that testing; and (3) its proposals to ensure that its compliance program is reasonably designed, implemented, and enforced so that the program is effective in deterring and detecting violations of the FCPA and other applicable anti-corruption laws. The report shall be transmitted to:

Deputy Chief – FCPA Unit
Deputy Chief – CECP Unit
Criminal Division, Fraud Section
U.S. Department of Justice

1400 New York Avenue, NW
Bond Building, Eleventh Floor
Washington, DC 20005

Chief, Fraud Section
United States Attorney's Office
for the Southern District of Texas
1000 Louisiana Street, Suite 2300
Houston, Texas 77002.

The Companies may extend the time period for issuance of the first report with prior written approval of the Fraud Section and the Office.

Follow-up Reviews and Reports

g. The Companies shall undertake at least two follow-up reviews and reports, incorporating the views of the Fraud Section and the Office on the Companies' prior reviews and reports, to further monitor and assess whether the Companies' compliance program is reasonably designed, implemented, and enforced so that it is effective at deterring and detecting violations of the FCPA and other applicable anti-corruption laws.

h. The first follow-up ("second") review and report shall be completed by no later than one year after the first report is submitted to the Fraud Section and the Office.

i. The second follow-up ("third") report shall be completed and delivered to the Fraud Section and the Office no later than thirty (30) days before the end of the Term.

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

Confidentiality of Submissions

g. Submissions by the Companies, including the work plans and reports will likely include proprietary, financial, confidential, and competitive business information.

Moreover, public disclosure of the submissions could discourage cooperation, impede pending or

potential government investigations and thus undermine the objectives of the reporting requirement. For these reasons, among others, the submissions and the contents thereof are intended to remain and shall remain non-public, except as otherwise agreed to by the parties in writing, or except to the extent the Fraud Section and the Office determine in their sole discretion that disclosure would be in furtherance of the Fraud Section's and the Office's discharge of their duties and responsibilities or is otherwise required by law.

ATTACHMENT E

CERTIFICATION

To: United States Department of Justice
Criminal Division, Fraud Section
Attention: Chief of the Fraud Section

United States Department of Justice
United States Attorney's Office
for the Southern District of Texas
Attention: United States Attorney
for the Southern District of Texas

Re: Deferred Prosecution Agreement Disclosure Certification

The undersigned certify, pursuant to Paragraph 6 of the deferred prosecution agreement (“the Agreement”) filed on ____ in the United States District Court for the Southern District of Texas, by and between the United States of America and UOP, LLC (the “Company”), that undersigned are aware of the Company’s disclosure obligations under Paragraph 6 of the Agreement, and that the Company has disclosed to the United States Department of Justice, Criminal Division, Fraud Section (the “Fraud Section”) the United States Attorney’s Office for the Southern District of Texas (collectively, the “Offices”) any and all evidence or allegations of conduct required pursuant to Paragraph 6 of the Agreement, which includes evidence or allegations of any violation of the FCPA anti-bribery provisions had the conduct occurred within the jurisdiction of the United States (“Disclosable Information”). This obligation to disclose information extends to any and all Disclosable Information that has been identified through the Company’s compliance and controls program, whistleblower channel, internal audit reports, due diligence procedures, investigation process, or other processes. The undersigned further acknowledge and agree that the reporting requirements contained in Paragraph 6 and the

representations contained in this certification constitute a significant and important component of the Agreement and of the Offices' determination whether the Company has satisfied its obligations under the Agreement.

The undersigned hereby certify that they are the Chief Executive Officer and the Chief Financial Officer of the Company, respectively, and that each has been duly authorized by the Company to sign this Certification on behalf of the Company.

This Certification shall constitute a material statement and representation by the undersigned and by, on behalf of, and for the benefit of, the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and such material statement and representation shall be deemed to have been made in the Southern District of Texas. This Certification shall also constitute a record, document, or tangible object in connection with a matter within the jurisdiction of a department and agency of the United States for purposes of 18 U.S.C. § 1519, and such record, document, or tangible object shall be deemed to have been made in the Southern District of Texas.

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Executive Officer
UOP, LLC

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Financial Officer
UOP, LLC

ATTACHMENT F

COMPLIANCE CERTIFICATION

To: United States Department of Justice
Criminal Division, Fraud Section
Attention: Chief of the Fraud Section

United States Department of Justice
United States Attorney's Office
for the Southern District of Texas
Attention: United States Attorney
for the Southern District of Texas

Re: Deferred Prosecution Disclosure Certification

The undersigned certify, pursuant to Paragraph 12 of the Deferred Prosecution Agreement filed on ____, in the United States District Court for the Southern District of Texas, by and between the United States of America and UOP, LLC, doing business as Honeywell UOP (the "Company") (the "Agreement"), that the undersigned are aware of the compliance obligations of the Company and Honeywell International Inc. ("Honeywell") (together, the "Companies") under Paragraphs 10 and 11 of the Agreement, and that, based on a review of the Companies' reports submitted to the Department of Justice, Criminal Division, Fraud Section and the United States Attorney's Office for the Southern District of Texas pursuant to Paragraph 12 of the Agreement, the reports are true, accurate, and complete.

In addition, the undersigned certify that, based on the undersigned's review and understanding of Companies' anti-corruption compliance programs, the Companies have implemented anti-corruption compliance programs that meet the requirements set forth in Attachment C to the Agreement. The undersigned certifies that such compliance programs are reasonably designed to detect and prevent violations of the anti-corruption laws throughout the

Companies' operations.

The undersigned hereby certify that they are respectively the Chief Executive Officer (“CEO”) of Honeywell and the Chief Compliance Officer (“CCO”) of Honeywell and that each has been duly authorized by Honeywell and the Company to sign this Certification on behalf of Honeywell and the Company.

This Certification shall constitute a material statement and representation by the undersigned and by, on behalf of, and for the benefit of, Honeywell and the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and such material statement and representation shall be deemed to have been made in the Southern District of Texas. This Certification shall also constitute a record, document, or tangible object in connection with a matter within the jurisdiction of a department and agency of the United States for purposes of 18 U.S.C. § 1519, and such record, document, or tangible object shall be deemed to have been made in the Southern District of Texas.

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Executive Officer
Honeywell International Inc.

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Compliance Officer
Honeywell International Inc.