



U.S. Department of Justice

Criminal Division

July 13, 2011

Roger M. Witten
Kimberly A. Parker
Wilmer Cutler Pickering Hale and Dorr LLP
399 Park Avenue New York, NY 10022

Re: Armor Holdings, Inc.

Dear Counsel:

On the understandings specified below, the United States Department of Justice, Criminal Division, Fraud Section ("this Office") will not criminally prosecute Armor Holdings, Inc., or any of its present or former parents, subsidiaries, or affiliates for any crimes (except for criminal tax violations, as to which this Office cannot and does not make any agreement) related to the making of, and agreement to make, improper payments by Armor employees and agents to a procurement official of the United Nations ("U.N.") in connection with efforts to obtain and retain body armor contracts for an Armor subsidiary from the U.N. in 2001 and 2003, and related accounting and record-keeping associated with these improper payments, as well as other improper accounting and record-keeping conduct described in Appendix A hereto, which is incorporated by reference herein. This non-prosecution agreement applies to Armor Holdings, Inc. and any Armor entity that is directly or indirectly owned by BAE Systems, Inc. as of the date of this Agreement ("Legacy Armor Operations"), including Armor Holdings Products LLC and Armor Products International Ltd. (collectively, "Armor"), and, where and to the extent specified below, to BAE Systems, Inc. ("BAE Systems") and its affiliates.

This Office enters into this non-prosecution agreement based, in part, on the following factors: (a) Armor's complete disclosure of the facts described in Appendix A; (b) Armor's self-investigation and cooperation with this Office and the U.S. Securities and Exchange Commission ("SEC"); (c) the fact that all of the conduct described in Attachment A took place prior to the acquisition of Armor by BAE Systems, Inc.; and (d) the extensive remedial efforts undertaken by Armor, before and after Armor's acquisition by BAE Systems, Inc., including but not limited to terminating the Armor employees who were involved in the misconduct; terminating approximately 1,700 international sales representatives and distributors of Armor Holdings Products LLC immediately after the acquisition closed; conducting extensive FCPA compliance training for over 1,000 Armor employees; implementing BAE Systems' due diligence protocols and review processes for any new Armor foreign sales representatives and distributors; and applying BAE Systems' compliance policies and internal controls to all Armor businesses.

It is understood that Armor admits, accepts, and acknowledges responsibility for the conduct set forth in Appendix A and agrees not to make any public statement contradicting Appendix A.

If Armor fully complies with the understandings specified in this non-prosecution agreement, including Appendix B hereto (collectively referred to as the "Agreement"), this Office will not bring any criminal case against Armor based on the conduct of present and former officers, directors, employees, agents, consultants, contractors and subcontractors, as described in Appendix A, or conduct Armor specifically disclosed to the Office in meetings during its voluntary disclosure from March 2007 to December 2010. This non-prosecution agreement, including Appendix B hereto (collectively referred to as the "Agreement"), does not provide any protection against prosecution for any crimes except as set forth above, and applies only to Armor and its present or former parents and affiliates, and not to any other entities except as set forth in this Agreement or to any individuals. Armor expressly understands that the protections provided under this Agreement shall not apply to any acquirer or successor entities of Armor (other than BAE Systems Inc. and its parents, subsidiaries, and affiliates) unless and until such acquirer or successor formally adopts and executes this Agreement, at which time the acquirer or successor entity shall become solely responsible for the obligations of this Agreement with respect to such acquired business. This paragraph does not provide any protections against prosecution for any violations of U.S. criminal law if made in the future by Armor, or any of its then parents, subsidiaries, affiliates, directors, employees, agents or consultants, whether or not disclosed by Armor pursuant to the terms of this agreement. This agreement will not close or preclude the investigation or prosecution of any natural persons, including any current or former officers, directors, employees, stockholders, consultants or agents of Armor, who may have been involved in any of the matters set forth in the accompanying Appendix A or in any other matters.

This Agreement shall have a term of two years from the date of this agreement except as specifically provided in the following paragraph. It is understood that for the two-year term of this Agreement, Armor shall: (a) commit no crimes whatsoever; (b) truthfully and completely disclose non-privileged information with respect to the operations and personnel of all Legacy Armor Operations concerning all matters about which this Office inquires of it, which information can be used for any purpose, except as otherwise limited in this Agreement; and (c) bring to this Office's attention all criminal conduct by, or criminal investigations of, Armor and all Legacy Armor Operations and any of their senior managerial employees, that comes to the attention of Armor or its senior management, as well as any administrative proceeding or civil action brought by any governmental authority that alleges fraud by or against Armor or Legacy Armor Operations.

Until the date upon which all investigations and prosecutions arising out of the conduct described in this Agreement, including Appendix A, the conduct otherwise disclosed to this Office, or conduct related to violations by Armor of the Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1 et seq. ("FCPA") are concluded, whether or not they are concluded within the two-year term specified in the preceding paragraph, Armor shall: (a) cooperate fully with this Office, the Federal Bureau of Investigation, the SEC, and any other law enforcement agency designated by this Office; (b) assist this Office in any investigation or prosecution arising out of the conduct described in this Agreement, including Appendix A, the conduct otherwise disclosed to this Office, or conduct related to violations by Armor of the FCPA by providing logistical and technical support for any meeting, interview, grand jury proceeding, or any trial or other court proceeding; (c) use its best efforts promptly to secure the attendance and truthful statements or testimony of any officer, agent, or employee at any meeting or interview or before the grand jury or at any trial or other court proceeding related to the conduct described in this Agreement,

including Appendix A, or the conduct otherwise disclosed to this Office; and (d) provide this Office, upon request, all non-privileged information, documents, records, or other tangible evidence about which this Office or any designated law enforcement agency inquires in connection with any investigation or matter related to the conduct described in this Agreement, including Appendix A, the conduct otherwise disclosed to this Office, or conduct related to violations of the FCPA.

It is understood that Armor agrees to pay a monetary penalty of \$10,290,000. Armor must pay this sum to the United States Treasury within ten days of executing this Agreement. Armor acknowledges that no tax deduction may be sought in connection with this payment.

It is understood that Armor and all Legacy Armor Operations will continue to maintain (or adopt and implement, if necessary) the compliance, bookkeeping, and internal controls standards and procedures, at least as fulsome as set forth in Appendix B. It is further understood that Armor will report periodically to this Office regarding its compliance with this Agreement, as set forth in Appendix C.

It is understood that, should Armor or any Legacy Armor Operations commit any crimes subsequent to the date of signing of this Agreement, or should it be determined that Armor has given false, incomplete, or misleading testimony or information at any time in connection with this Agreement, the investigation or disclosures that led to this Agreement or Armor's performance of this Agreement, or should Armor otherwise violate any provision of this Agreement, Armor shall thereafter be subject to prosecution for any violation of which this Office has knowledge, including perjury and obstruction of justice. Any such prosecution that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against Armor, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement of such prosecution. It is the intent of this Agreement for Armor to waive all defenses based on the statute of limitations with respect to any such prosecution that is not time-barred on the date that this Agreement is signed.

It is understood that, if this Office determines that Armor has committed any crime after signing this Agreement, or that Armor has given false, incomplete, or misleading testimony, or has otherwise violated any provision of this Agreement: (a) all statements made by Armor to this Office or other designated law enforcement agents and any testimony given by Armor before a grand jury or other tribunal, whether prior or subsequent to the signing of this Agreement, and any leads from such statements or testimony, shall be admissible in evidence in any criminal proceeding brought against Armor; and (b) Armor shall assert no claim under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, or any other federal rule that such statements or any leads therefrom should be suppressed. By signing this Agreement, Armor waives all rights in the foregoing respects.

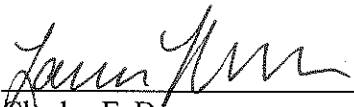
It is further understood that this Agreement does not bind any federal, state, local, or foreign prosecuting authority other than this Office. This Office will, however, bring the cooperation of Armor to the attention of other prosecuting and investigative offices, if requested by Armor.

It is further understood that Armor and this Office may disclose this Agreement to the public.

With respect to this matter, from the date of execution of this Agreement forward, this Agreement supersedes all prior, if any, understandings, promises, and/or conditions between this Office and Armor. No additional promises, agreements, or conditions have been entered into other than those set forth in this Agreement and none will be entered into unless in writing and signed by all parties.


Sincerely,

DENIS J. MCINERNEY
Chief, Fraud Section

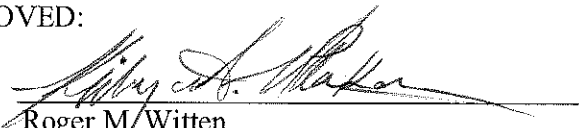
By: 

Charles E. Diross
Deputy Chief, Fraud Section
Laura N. Perkins
Trial Attorney, Fraud Section

AGREED AND CONSENTED TO:

Armor Holdings, Inc.
By: 

Ian T. Graham
Date 7.13.11

APPROVED:
By: 

Roger M. Witten
Kimberly A. Parker
Wilmer Cutler Pickering Hale and Dorr LLP
Attorneys for Armor Holdings, Inc.
Date July 13, 2011

APPENDIX A

STATEMENT OF FACTS

This Statement of Facts is incorporated by reference as part of the non-prosecution agreement, dated July 13, 2011, between the United States Department of Justice, Criminal Division, Fraud Section (“this Office”) and Armor Holdings, Inc. (“Armor”). The United States and Armor agree that the following facts are true and correct:

I. Background

1. Armor, a Delaware corporation, was headquartered in Jacksonville, Florida, and, until its acquisition by BAE Systems, Inc., on or about July 31, 2007, was listed as a public company on the New York Stock Exchange. Armor maintained a class of securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934 (15 U.S.C. § 781) and was required to file reports with the United States Securities and Exchange Commission under Section 13 of the Securities Exchange Act (15 U.S.C. § 78m). Accordingly, until its acquisition by BAE Systems, Inc., Armor was an “issuer” as that term is used in the Foreign Corrupt Practices Act (“FCPA”), Title 15 United States Code, Section 78dd-1. Armor manufactured security products, vehicle armor systems, protective equipment and other products for use, primarily, by military, law enforcement, security and corrections personnel.

2. Armor Holdings Products Group (the “Products Group”) was a wholly owned division of Armor that manufactured and sold a variety of military and law enforcement equipment such as body armor, holsters, anti-riot products, pepper spray, police batons and weapon maintenance products. The Products Group operated throughout most of the world and had a presence in the United States, the United Kingdom, Mexico, Switzerland, and Hong Kong.

3. Richard Bistrong (“Bistrong”), a citizen of the United States, was the Product Group’s Vice President for International Sales and maintained some responsibility for international sales in Armor’s commercial armored vehicles division.

4. “Subsidiary Executive A,” a citizen of the United Kingdom, was the managing director of Armor Products International Ltd. (“API”), a wholly owned subsidiary of Armor that was a part of the Products Group and headquartered in the United Kingdom. API manufactured and sold protective gear such as ballistic helmets and armored vests.

5. The United Nations (“U.N.”) is an organization designated by the President by Executive Order for the purposes of the FCPA, and as such, it is a public international organization for the purposes of the FCPA.

6. “U.N. Agent” was an independent sales agent API used to assist it in winning contract tenders for body armor with the U.N. As part of API’s financial arrangement with the U.N. Agent, API agreed to pay the U.N. Agent a success fee in the form of a percentage of the value of any contract with the U.N. that the U.N. Agent assisted API in obtaining.

7. “Products Employee A,” a United States citizen, was a senior employee in the Products Group’s finance department.

II. The Improper Conduct

The United Nations

8. From in or around September 2001 through in or around 2006, API and its employees and agents made corrupt payments to a United Nations procurement official to induce that official to provide non-public, inside information to API, and to cause the U.N. to award body armor contracts to API. Armor employees falsely recorded the nature and purpose of these improper payments, as well as other payments, in Armor’s books and records.

9. In or around January 2001, Bistrong and Subsidiary Executive A, on behalf of API, retained the U.N. Agent to assist API in obtaining contracts to supply goods to the U.N.

10. In or around September 2001, the U.N. published a Request for Proposal (“RFP”) for body armor for U.N. peacekeeping forces. API submitted a bid to the U.N., with the assistance of the U.N. Agent, in response to this RFP.

11. In or around September 2001, in order to ensure that API submitted the lowest bid for the 2001 U.N. body armor contract, the U.N. Agent instructed Bistrong and Subsidiary Executive A that in addition to submitting a pricing sheet to the U.N. as part of API’s bid to supply body armor to the U.N., Bistrong and Subsidiary Executive A should also provide the U.N. Agent with a signed, but otherwise blank, pricing sheet in case API’s pricing had to be revised after the bidding was closed.

12. In or around September 2001, API, through the U.N. Agent, submitted a bid to supply body armor to the U.N. and provided the U.N. Agent with a signed, but otherwise blank pricing sheet, which the U.N. Agent filled in and submitted to the U.N. after learning from a U.N. procurement official the prices included in the non-public bids submitted by the other competitors for the contract.

13. On or around September 27, 2001, the U.N. Agent sent an email to Bistrong’s company email account, attaching an internal U.N. procurement memo recommending that API be awarded the 2001 U.N. body armor contract, and advising Bistrong to destroy the message after reading it.

14. On or around October 17, 2001, the U.N. awarded API the 2001 U.N. body armor contract. After receiving the award, Bistrong and Subsidiary Executive A caused API to pay a sales commission to the U.N. Agent, believing that a portion of that money would be forwarded

on to the U.N. procurement official who provided the confidential, non-public bid information to the U.N. Agent.

15. From in or around October 2001 through in or about February 2003, API performed the U.N. body armor contract.

16. In or around February 2003, upon receiving notice from the U.N. Agent that the U.N. had issued another contract tender to supply U.N. peacekeeping forces with additional body armor, Bistrong sent an email to the U.N. Agent from his company email account asking the U.N. Agent how Armor could win that tender.

17. In or around February 2003, the U.N. Agent replied that he could assist API in winning the contract and that the same rules would apply to the new tender as applied to the 2001 tender.

18. In or around August 2003, API was awarded the 2003 U.N. body armor contract. API then paid a sales commission to the U.N. Agent.

19. The total price of the goods sold by API under the 2001 and 2003 U.N. body armor contracts was approximately \$6 million, resulting in a total profit to API of approximately \$1 million.

20. From in or around September 2001 through in or about 2006, Bistrong and Subsidiary Executive A caused API to pay the U.N. Agent more than \$200,000 in commissions for the 2001 and 2003 U.N. contracts obtained by API, knowing that a portion of that money was to be passed on by the U.N. Agent to a U.N. procurement official to induce that official to provide non-public, inside information to the U.N. Agent and to cause the U.N. to award body armor contracts to API.

Books and Records

21. From in or around 2001 through in or around 2006, Bistrong, Products Employee A, and others caused the Products Group to keep off Armor's books and records approximately \$4.4 million in payments to agents and other third-party intermediaries (collectively, "the Products Group Agents") used by the Products Group to assist it in obtaining business from foreign government customers. Specifically, Bistrong, Products Employee A, and others caused the Products Group to send to the end users, primarily government customers, an invoice that included a fee the Products Group would pay to the Products Group Agents – a so-called "pro-forma" invoice. At the same time, Bistrong, Products Employee A, and others caused the Product Group to create a false invoice – a so-called "net" invoice – that would not contain the amount to be paid to the Products Group Agents. Bistrong, Products Employee A, and others then caused the Products Group accounting department to enter the data from the false "net" invoices into Armor's books and records.

22. As an issuer, Armor was required, among other things, to make and keep books, records, and accounts, which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the issuer. Armor failed to properly account for the payments described above in its books, records, and accounts.

23. As an issuer, Armor was also required, among other things, to devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that: (a) transactions are executed in accordance with management's general or specific authorization; (b) transactions are recorded as necessary (i) to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and (ii) 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. Armor failed to devise and maintain such a system of internal accounting controls.

APPENDIX B

CORPORATE COMPLIANCE PROGRAM

In order to address deficiencies in its internal controls, policies, and procedures regarding compliance with the Foreign Corrupt Practices Act ("FCPA"), Title 15, United States Code, Section 78dd-1, *et seq.*, and other applicable anti-corruption laws, Armor (the "Company") agrees, as a condition of this non-prosecution agreement, 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 appropriate, Armor agrees to adopt new or to modify existing internal controls, policies, and procedures within the Legacy Armor Operations in order to ensure that they maintain: (a) a system of internal accounting controls designed to ensure that the Legacy Armor Operations make and keep fair and accurate books, records, and accounts; and (b) a rigorous anti-corruption compliance code, standards, and procedures designed to detect and deter violations of the FCPA and other applicable anti-corruption laws. At a minimum, this should include, but not be limited to, the following elements:

1. Armor will develop and promulgate a clearly articulated and visible corporate policy against violations of the FCPA, including its anti-bribery, books and records, and internal controls provisions, and other applicable foreign law counterparts (collectively, the "anti-corruption laws"), which policy shall be memorialized in a written compliance code.
2. Armor will ensure that its senior management provides strong, explicit, and visible support and commitment to its corporate policy against violations of the anti-corruption laws and its compliance code.
3. Armor will develop and promulgate compliance standards and procedures designed to reduce the prospect of violations of the anti-corruption laws and BAE Systems' compliance code and will take appropriate measures to encourage and support the observance of ethics and compliance standards and procedures against foreign bribery by personnel at all levels of the Company. These anti-corruption standards and procedures shall apply to all directors, officers, and employees of Armor and the Legacy Armor Operations and, where necessary and appropriate, outside parties acting on behalf of Armor or the Legacy Armor Operations 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"), to the extent that agents and business partners may be employed under the Company's corporate policy. Armor shall notify all employees that compliance with the standards and procedures is the duty of individuals at all levels of the company. Such standards and procedures shall include policies governing:
 - 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. Armor will develop these compliance standards and procedures, including internal controls, ethics, and compliance programs on the basis of a risk assessment addressing the individual circumstances of the Company, in particular the foreign bribery risks facing the Company, including, but not limited to, its 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 Company's operations, degree of governmental oversight and inspection, and volume and importance of goods and personnel clearing through customs and immigration.

5. Armor shall review its anti-corruption compliance standards and procedures, including internal controls, ethics, and compliance programs, no less than annually, and update them as appropriate, taking into account relevant developments in the field and evolving international and industry standards, and update and adapt them as necessary to ensure their continued effectiveness.

6. Armor will assign responsibility to one or more senior corporate executives of Armor, reporting to a senior official of BAE Systems, Inc., for the implementation and oversight of its anti-corruption policies, standards, and procedures. Such corporate official(s) shall have direct reporting obligations to independent monitoring bodies, including internal audit, BAE Systems, Inc.'s Board of Directors, or any appropriate committee of BAE Systems, Inc.'s Board of Directors, and shall have an adequate level of autonomy from management as well as sufficient resources and authority to maintain such autonomy.

7. Armor will ensure that Armor and the Legacy Armor Operations 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 to ensure that they cannot be used for the purpose of foreign bribery or concealing such bribery.

8. Armor will implement mechanisms designed to ensure that its anti-corruption policies, standards, and procedures are effectively communicated to all directors, officers, and employees of Armor and the Legacy Armor Operations, and, where appropriate, agents and business partners of Armor or the Legacy Armor Operations. These mechanisms shall include: (a) periodic training for all such directors and officers, and, where necessary and appropriate, employees, agents and business partners; and (b) annual-certifications by all such directors, and officers, and, where necessary and appropriate, employees, agents, and business partners, certifying compliance with the training requirements.

9. Armor will establish an effective system for:

a. Providing guidance and advice to directors, officers, and employees of Armor and the Legacy Armor Operations, and, where appropriate, agents and business partners of Armor and the Legacy Armor Operations, on complying with the Company's anti-corruption compliance policies, standards, and procedures, including when they need advice on an urgent basis or in any foreign jurisdiction in which the Company operates;

b. Internal and, where possible, confidential reporting by, and protection of, directors, officers, and employees of Armor and the Legacy Armor Operations, and, where appropriate, agents and business partners of Armor and the Legacy Armor Operations, not willing to violate professional standards or ethics under instructions or pressure from hierarchical superiors, as well as for directors, officers, and employees of Armor and the Legacy Armor Operations, and, where appropriate, agents and business partners of Armor and the Legacy Armor Operations, willing to report breaches of the law or professional standards or ethics concerning anti-corruption occurring within the Company, suspected criminal conduct, and/or violations of the compliance policies, standards, and procedures regarding the anti-corruption laws for directors, officers, and employees of Armor and the Legacy Armor Operations, and, where appropriate, agents and business partners of Armor and the Legacy Armor Operations; and

c. Responding to such requests and undertaking appropriate action in response to such reports.

10. Armor will institute appropriate disciplinary procedures to address, among other things, violations of the anti-corruption laws and BAE Systems' anti-corruption compliance code, and the Company's anti-corruption policies and procedures by directors, officers, and employees of Armor or the Legacy Armor Operations. Armor 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, ethics, and compliance program and making modifications necessary to ensure the program is effective.

11. Armor will institute appropriate due diligence and compliance requirements pertaining to the retention and oversight of all agents and business partners, including:

a. Properly documented risk-based due diligence pertaining to the hiring and appropriate and regular oversight of agents and business partners of Armor and the Legacy Armor Operations;

b. Informing agents and business partners of Armor's and the Legacy Armor Operations' commitment to abiding by laws on the prohibitions against foreign bribery, and of Armor's and the Legacy Armor Operations' ethics and compliance standards and procedures and other measures for preventing and detecting such bribery; and

c. Seeking a reciprocal commitment from agents and business partners.

12. Where appropriate, Armor and the Legacy Armor Operations 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 anti-corruption laws, and regulations or representations and undertakings related to such matters.

13. Armor will conduct periodic review and testing of the application of BAE Systems' compliance code to Armor and the Legacy Armor Operations and of the Company's, standards and procedures designed to evaluate and improve their effectiveness in preventing and detecting violations of anti-corruption laws and BAE Systems' compliance code and the Company's standards and procedures, taking into account relevant developments in the field and evolving international and industry standards.

APPENDIX C

CORPORATE COMPLIANCE REPORTING

1. Armor (as defined in the Agreement) agrees that it will report periodically, at no less than six-month intervals, in accordance with the schedule described in Paragraph 3 below, during the two-year term of this Agreement, to the Fraud Section of the Department of Justice (“this Office”) regarding remediation and implementation of the compliance program and internal controls, policies, and procedures described in Appendix B.

2. Should Armor discover credible evidence, not already reported to this Office, that questionable or corrupt payments or questionable or corrupt transfers of property or interests may have been offered, promised, paid, or authorized by Armor or the Legacy Armor Operations or person, or any entity or person working directly for Armor or the Legacy Armor Operations, or that related false books and records have been maintained, Armor shall promptly report such conduct to the Department.

3. During the two-year term of this Agreement, Armor shall: (1) conduct an initial review and prepare an initial report, and (2) conduct and prepare two follow-up reviews and reports, as described below:

a. Armor shall issue a written report within 180 calendar days of the signing of this Agreement setting forth a complete description of its remediation efforts to date, its proposals reasonably designed to improve the policies and procedures of Armor for ensuring compliance with the FCPA and other applicable anti-corruption laws, and the parameters of the subsequent reviews. The report shall be transmitted to Charles Duross (or his successor), Deputy Chief, Fraud Section, Criminal Division, U.S. Department of Justice, 1400 New York Avenue, N.W., Bond Building, Fourth Floor, Washington, D.C. 20530. Armor may extend the time period for issuance of the report with prior written approval of this Office.

b. Armor shall undertake two follow-up reviews, incorporating any comments provided by this Office on its initial review and report, to further monitor and assess whether the policies and procedures of Armor are reasonably designed to detect and prevent violations of the FCPA and other applicable anti-corruption laws. Those reviews shall be transmitted to Charles Duross (or his successor), Deputy Chief, Fraud Section, Criminal Division, U.S. Department of Justice, 1400 New York Ave., N.W., Bond Building, Fourth Floor, Washington, D.C., 20530.

c. The first follow-up review and report shall be completed by 180 days after the initial review. The second follow-up review and report shall be completed by 180 days after the completion of the first follow-up review.

d. Armor may extend the time period for submission of the follow-up reports with prior written approval of this Office.