

Upon determining the issue of approval of the DPA, the Court did not make findings of fact. No process took place by which the culpability of individual people was determined or assessed. The Court observed that companies act through individuals, and it was necessary to consider some individual conduct for that reason, but the Court did not hear from any individuals or call upon them for their side of the story. The judgment in the DPA solely dealt with the culpability of the company Amec Foster Wheeler Energy Limited and not that of any individual person. No findings of any kind were made against any individual.

IN THE CROWN COURT AT SOUTHWARK

BETWEEN

SERIOUS FRAUD OFFICE

-v-

AMEC FOSTER WHEELER ENERGY LIMITED

(PREVIOUSLY KNOWN AS FOSTER WHEELER ENERGY LIMITED)

DEFERRED PROSECUTION AGREEMENT

AMEC FOSTER WHEELER ENERGY LIMITED (a company registered in England and Wales under company number 01361134) ("**AFWEL**", formerly known as Foster Wheeler Energy Limited "**FWEL**") by its undersigned representatives pursuant to authority granted by its Board of Directors, and the Director of the Serious Fraud Office (the "**SFO**") enter into this Deferred Prosecution Agreement (the "**Agreement**"). This Agreement must be read alongside the undertaking dated 28 June 2021 given by AFWEL's ultimate parent company, John Wood Group PLC ("**Wood**") attached hereto as Appendix A (the "**Undertaking**"). This Agreement comes into force on the day when the Court makes a declaration pursuant to paragraph 8(1) and (3) of Schedule 17 to the Crime and Courts Act 2013 (the "**CCA 2013**").

The terms and conditions of this Agreement are as follows:

THE INDICTMENT AND ACCEPTANCE OF RESPONSIBILITY

1. AFWEL agrees that the SFO will prefer an Indictment numbered T20210867 (the “**Indictment**”), attached hereto as Appendix B.
2. AFWEL agrees that the Statement of Facts, attached hereto as Appendix C, is true and accurate to the best of its knowledge and belief.
3. In the event of it becoming necessary for the SFO to pursue the prosecution that is deferred by this Agreement, AFWEL agrees that it will not contest the admissibility of, nor contradict, the facts stated in the Statement of Facts in any such proceedings, including at any proceedings at which AFWEL were to enter a guilty plea or at sentencing. The Statement of Facts will be treated as an admission by AFWEL of the facts stated therein under section 10 of the Criminal Justice Act 1967 in any criminal proceedings brought against AFWEL for the alleged offences contained in the Indictment.

TERM OF THE AGREEMENT

4. This Agreement is effective from the date on which the Court makes a declaration under paragraph 8(1) and (3) of Schedule 17 to the CCA 2013 (the “**Declaration Date**”) and ending three years from the Declaration Date on 2 July 2024 (the “**Term**”).

SCOPE OF AGREEMENT

5. The Agreement brings to a close the SFO’s investigation into Amec Foster Wheeler PLC (“**AFW**”) (now Amec Foster Wheeler Limited) and its predecessor companies owning or controlling the Foster Wheeler business, together with the activities of any subsidiaries (including without limitation AFWEL), for suspected offences of bribery, corruption and related offences (the “**Investigation**”).¹ This Agreement does not provide any protection against prosecution for conduct not reflected on the Indictment, even where said conduct has been disclosed during the course of the Investigation but not charged. However, in the circumstances of this case, provided there is no breach of any other term contained within this Agreement, the SFO does not intend to conduct any further investigation or prosecution of AFWEL (or of its now ultimate parent, Wood, or any company controlled by Wood) for the matters disclosed to it in the course of the Investigation prior to the date of this Agreement.
6. These terms do not provide any protection against prosecution for conduct not disclosed to the SFO by AFWEL or entities which have or had ultimate ownership of AFWEL since the SFO started its Investigation, namely AFW and Wood (each, an “**AFWEL Parent Company**” and together, the “**AFWEL Parent Companies**”) prior to the date on which the Agreement comes

¹ The SFO announced its investigation into the activities of AFW and any predecessor company which owned or controlled the Foster Wheeler business on 11 July 2017. As at that date, AFWEL was owned and controlled by AFW. Amec PLC purchased Foster Wheeler AG (including its subsidiary, then known as FWEL, later to change its name to AFWEL) in November 2014. The resulting entity was AFW. In October 2017, Wood completed its acquisition of AFW, including its subsidiary AFWEL. AFWEL, the indicted entity, was known as FWEL at the time of the alleged offending.

into force, nor does it provide protection against prosecution for any future criminal conduct committed by AFWEL or the AFWEL Parent Companies (or successor entities as appropriate). In addition, this Agreement does not provide any protection against prosecution of: (i) any present or former officer, director or employee of AFWEL, or of any persons who perform or performed services for or on behalf of AFWEL (together, the “**AFWEL Associated Persons**”) or (ii) any present or former officer, director or employee of an AFWEL Parent Company, or of any persons who perform or performed services for or on behalf of an AFWEL Parent Company (together, the “**AFWEL Parent Company Associated Persons**”).

DEFERRED PROSECUTION

7. In consideration of:

a. AFWEL's

- i. past and future co-operation as described in Part A below;
- ii. lack of previous criminal convictions;
- iii. inclusion in and adherence to the substantial remediation programme and ongoing improvements to Wood's multi-year, group-wide ethics and compliance policies and procedures (the “**E&C Programme**”) as detailed at Part F below;
- iv. agreement to remain in existence throughout the Term;
- v. full disgorgement of profits in the amount of £47,815,914.14 (Counts 1 to 9 of the Indictment);
- vi. full disgorgement of profits in the amount of US\$3,531,260.40 (Count 10 of the Indictment);²
- vii. payment of a financial penalty in the amount of £46,033,891.97 (Counts 1 to 9 of the Indictment);
- viii. payment of a financial penalty in the amount of US\$4,593,750.00 (Count 10 of the Indictment);³
- ix. payment of the SFO's reasonable costs of £3,367,088;

² The US dollar amount reflects a crediting arrangement with the US Securities and Exchange Commission as regards conduct in Brazil. The relevant currency conversion date will be the date of payment pursuant to paragraph 22 below. The currency conversion rate will be the applicable rate applied by the SFO's bank as at that date.

³ The US dollar amount reflecting a crediting arrangement with the US Department of Justice as regards conduct in Brazil. The relevant currency conversion date will be the date of payment pursuant to paragraph 22 below. The currency conversion rate will be the applicable rate applied by the SFO's bank as at that date.

- x. payment of compensation in the amount of £210,610.00 in order to provide suitable recompense to the citizens of the Federal Republic of Nigeria for the criminality reflected as Count 2 on the Indictment and committed in that jurisdiction; and
- xi. agreement, at its⁴ own expense, to complete the actions required in Parts A and F below,

b. Wood's

- i. provision of the Undertaking;
- ii. substantial remediation following the acquisition of AFWEL and its discovery of the conduct described in the Statement of Facts, including:
 - 1. modifying the E&C Programme to ensure that the bribery and corruption risks inherent in the use of third party intermediaries and sales agents/national sponsors was substantially mitigated;
 - 2. integrating AFWEL into Wood's management and governance structures, resulting in a complete change in the corporate management ethos at AFWEL; and
 - 3. conducting a review of all existing sales agents/national sponsors and commercial intermediaries used by Wood (including AFWEL) and retaining only those sales agents/national sponsors mandated by law;
- iii. assurance to the SFO that AFWEL will remain in existence and within Wood's control and ownership throughout the Term; and
- iv. agreement at its own expense, to complete the actions described at Parts A and F below.

the SFO agrees that, subject to the Court's approval, the Indictment should, on being preferred, immediately be suspended for the Term.

- 8. The SFO further agrees that if AFWEL fully complies with all its obligations under this Agreement, or the Agreement as varied with the approval of the Court, and if Wood fully complies with the terms of the Undertaking, or the Undertaking as varied with the approval of the Court, the SFO will not continue the prosecution against AFWEL upon the Indictment and, at the conclusion of the Term, the Agreement will expire. Within 30 days of the expiry of this Agreement, the SFO will give notice to the Court and to AFWEL that the proceedings under the Indictment are to be discontinued.

⁴ Or Wood, by way of its guarantee of AFWEL's financial obligations in the Undertaking.

9. After the expiry of the Agreement the SFO may institute fresh proceedings regarding the criminality reflected in the Indictment if the SFO concludes, acting reasonably, that during the course of negotiations of the Agreement, a director of AFWEL or Wood provided inaccurate, misleading or incomplete information to the SFO and knew, or ought to have known, that such information was inaccurate, misleading or incomplete.

TERMS

A. Co-operation

10. Unless released from the obligation to do so by the SFO, AFWEL shall retain for the Term all material gathered in connection with the Investigation and shall use its best efforts to ensure that Wood and all Wood group companies do the same. This provision does not amend or derogate from sections 2(16) and (17) of the Criminal Justice Act 1987 nor any other statutory or common law obligation.
11. During the Term, AFWEL shall cooperate fully and honestly with any and all SFO pre-investigations, investigations and prosecutions relating to any AFWEL Associated Person, subject to applicable laws and regulations.
12. During the Term, at the request of the SFO, AFWEL shall cooperate fully and honestly with any other domestic or foreign law enforcement and regulatory authorities and agencies in any investigation or prosecution of any AFWEL Associated Person in connection with the conduct which is the subject of the Indictment and is described in the Statement of Facts, subject to applicable laws and regulations.
13. AFWEL agrees that its co-operation pursuant to paragraphs 10 to 12 shall include, but not be limited to, the following:
 - a. Disclosure to the SFO, and, as directed by the SFO, to any other agency or authority, domestic or foreign, of all information and material in its possession, custody and control (which is not protected by a valid claim of legal professional privilege or any other applicable legal protection against disclosure), in respect of its activities and those of any AFWEL Associated Person or AFWEL Parent Company Associated Person.
 - b. Use of its reasonable endeavours to make available for interview, at the request of the SFO, any AFWEL Associated Person or AFWEL Parent Company Associated Person.
14. Nothing in this section is intended to derogate from AFWEL's legal rights to raise any defence or assert affirmative claims in criminal, civil and regulatory proceedings in England and Wales or other jurisdictions relating to matters set out in the Statement of Facts, provided that such defences and claims do not contradict, in whole or in part, a statement contained in the Statement of Facts or otherwise undermine paragraphs 48 to 50 below.

15. During the Term, should any member of AFWEL's Board of Directors become aware of any evidence or allegation of misconduct by AFWEL, its subsidiaries or an AFWEL Associated Person, and he or she reasonably believes that the misconduct would, if established, constitute serious or complex fraud, as that term is used in the SFO's Statement of Principle, AFWEL shall promptly report such evidence or allegation to the SFO provided there would be no prohibition from doing so by law or regulation. For the avoidance of doubt, nothing in this paragraph is intended to waive or require a waiver of a valid assertion of legal professional privilege by AFWEL.

B. Compensation

16. AFWEL agrees that it shall procure that Wood shall, pursuant to the Undertaking, pay compensation for the benefit of the citizens of the Federal Republic of Nigeria ("**Nigeria**") in the amount of £210,610.00 (the "**Compensation Amount**"). The Compensation Amount shall be paid within seven (7) days of the Declaration Date and, subject to paragraph 18 below, failure to do so may constitute a breach of this Agreement. Payment of the Compensation Amount is final and shall not be refunded.

17. The SFO agrees that it shall initially hold the Compensation Amount for the benefit of the Government of Nigeria and that the Compensation Amount shall be deployed for the benefit of the citizens of Nigeria in a manner that is accountable and transparent.

18. At the sole discretion of the SFO late payment of the Compensation Amount by up to 30 days will not constitute a breach of this Agreement but will be subject to interest at the prevailing rate applicable to judgment debts in the High Court on any amount of the Compensation Amount unpaid.

19. The SFO is not precluded from arguing in any future prosecution that the Court should impose a higher compensation amount.

20. AFWEL agrees that no tax reduction will be sought in the United Kingdom or elsewhere in connection with the payment of any part of the Compensation Amount.

C. Disgorgement of Profits

21. The SFO and AFWEL agree that AFWEL will disgorge the amount of £47,815,914.15 and US\$3,531,260.40⁵ (the "**Disgorgement Amount**"), which will be paid to the SFO for onward transmission to Her Majesty's Government's general bank account at the Bank of England (the "**Consolidated Fund**").

22. The Disgorgement Amount will be payable in separate instalments as follows:

⁵ The US dollar amount reflecting a crediting arrangement with the US Securities and Exchange Commission as regards conduct in Brazil. The relevant currency conversion date will be the date of payment pursuant to paragraph 22. The currency conversion rate will be the applicable rate applied by the SFO's bank as at that date.

- a. US\$3,531,260.40⁶ within fourteen (14) days of the Declaration Date;
 - b. £5,000,000.00 within fourteen (14) days of the Declaration Date;
 - c. £14,271,971.38 no later than the first business day falling after 1 January 2022 (in this Agreement, a “**Business Day**” means a day (other than a Saturday or a Sunday) on which banks are open for general business in London));
 - d. £14,271,971.38 no later than the first business day falling after 1 January 2023;
 - e. £14,271,971.38 no later than the first business day falling after 1 January 2024.
23. Subject to paragraph 24 below, failure to pay the Disgorgement Amount in accordance with paragraph 22 will constitute a breach of this Agreement. Payment of the Disgorgement Amount is final and shall not be refunded.
24. At the sole discretion of the SFO, late payment of the Disgorgement Amount (or any of the instalments thereof) as required by paragraph 22 above by up to 30 days will not constitute a breach of this Agreement but will be subject to interest at the prevailing rate applicable to judgment debts in the High Court on any amount of the Disgorgement Amount unpaid.
25. The SFO is not precluded from arguing in any future prosecution that the Court should impose a higher disgorgement amount.
26. AFWEL agrees that no tax reduction will be sought in the United Kingdom or elsewhere in connection with the payment of any part of the Disgorgement Amount.

D. Payment of a Financial Penalty

27. The SFO and AFWEL agree that AFWEL will pay a financial penalty to the SFO for onward transmission to the Consolidated Fund in the amount of GBP£46,033,891.98 and US\$4,593,750.00⁷ (the “**Financial Penalty**”) as articulated in the accompanying schedule, enclosed here at Appendix C.
28. The Financial Penalty will be payable in separate instalments as follows:
- a. US\$4,593,750.00 within fourteen (14) days of the Declaration Date;
 - b. £5,000,000.00 within fourteen (14) days of the Declaration Date;
 - c. £13,677,963.99 no later than the first business day falling after 1 January 2022;

⁶ As above.

⁷ The US dollar amount reflecting a crediting arrangement with the US Department of Justice as regards conduct in Brazil. The relevant currency conversion date will be the date of payment pursuant to paragraph 22. The currency conversion rate will be the applicable rate applied by the SFO's bank as at that date (before onward transmission to the Consolidated Fund (as defined below)).

- d. £13,677,963.99 no later than the first business day falling after 1 January 2023;
 - e. £13,677,963.99 no later than the first business day falling after 1 January 2024.
29. Subject to paragraph 30 below, failure to pay the Financial Penalty in accordance with paragraph 28 will constitute a breach of this Agreement. Payment of the Financial Penalty is final and shall not be refunded.
30. At the sole discretion of the SFO, late payment of the Financial Penalty (or any of the instalments thereof) as required by paragraph 28 above by up to 30 days will not constitute a breach of this Agreement but will be subject to interest at the prevailing rate applicable to judgment debts in the High Court on any amount of Financial Penalty unpaid.
31. The SFO is not precluded from arguing in any future prosecution that the Court should impose a higher financial penalty.
32. AFWEL agrees that no tax reduction will be sought in the United Kingdom or elsewhere in connection with the payment of any part of the Financial Penalty.

E. Costs

33. The SFO and AFWEL agree that AFWEL will pay the reasonable costs of the SFO's investigation and of entering into this Agreement in the amount of £3,367,088 to the SFO. AFWEL will pay this sum to the SFO within seven (7) days of the Declaration Date (the "**SFO Costs**").
34. Subject to paragraph 35 below, failure to pay the SFO Costs in accordance with paragraph 33 will constitute a breach of the Agreement. The payment of the SFO Costs is final and shall not be refunded.
35. At the sole discretion of the SFO, late payment of the SFO Costs by up to 30 days will not constitute a breach of this Agreement but will be subject to interest at the prevailing rate applicable to judgment debts in the High Court on any amount of the SFO Costs unpaid.
36. The SFO is not precluded from arguing in any future prosecution that the Court should impose a higher costs amount.
37. AFWEL agrees that no tax reduction will be sought in the United Kingdom or elsewhere in connection with the payment of any part of the SFO Costs.

F. Corporate Compliance Programme

38. Following Wood's acquisition of AFW in October 2017, AFWEL has been fully integrated into Wood's governance and management structure, including the group-wide E&C Programme which applies uniformly across Wood's business units (except in relation to certain joint ventures). Wood has also introduced significant enhancements to the E&C Programme, in

particular to strengthen internal controls, policies, and procedures regarding compliance with the Bribery Act 2010 and other applicable anti-corruption laws. Specifically, in order to address the bribery and corruption risks inherent in the use of commercial intermediaries, including sales agents and national sponsors (the use of the latter is mandated by local law in certain jurisdictions), Wood has implemented the following relevant changes to the E&C Programme since its acquisition of AFWEL in October 2017:

- a. The complete integration, under the senior supervision of Wood's Chief Ethics and Compliance Officer, of the AFW ethics and compliance team, policies and processes into the E&C Programme;
- b. The post-acquisition development and 2018 rollout of Wood's Code of Conduct across the entirety of Wood, including AFWEL;
- c. The termination of all sales agent relationships (aside from national sponsors mandated by local law in certain jurisdictions) in the legacy AFW business and Wood more widely;
- d. The development and implementation of a risk-based due diligence, on-boarding and monitoring process in respect of commercial intermediaries (being any third party that engages with a government entity on Wood's behalf), which includes a requirement for enhanced due diligence on national sponsors, including their wider group and officers/directors;
- e. The development and implementation of risk-based due diligence processes around joint venture partners and supply chain partners;
- f. The engagement of a third party consultant to carry out an anti-bribery and anti-corruption programme review;
- g. The reinforcement of the consistent, visible "Tone from the Top" across Wood from senior management and Ethics Responsible Officers around anti-bribery and anti-corruption as well as ethics and compliance more widely;
- h. The implementation of a practical and risk-based training programme, ensuring that all employees are trained in the importance of good ethics and compliance, and the consequent actions reflective of good compliance culture, tailored to the relative risk profiles of certain business units/functions and jurisdictions, as well as to the seniority or practical involvement of relevant staff members in those business units/functions; and
- i. Specific remediation programmes for certain jurisdictions in which compliance deficiencies have been identified.

39. Notwithstanding the steps described in paragraph 38 above, Wood has agreed, as set forth in the Undertaking, to continue to review and, where necessary and appropriate, enhance and modify its E&C Programme, including internal controls, compliance policies, and procedures in a manner consistent with all of AFWEL's obligations under this Agreement and Wood's obligations pursuant to the Undertaking, in order to ensure that Wood maintains a rigorous E&C Programme that incorporates policies and procedures designed to prevent and detect effectively breaches of the Bribery Act 2010, and other applicable anti-corruption laws throughout its operations, including those of AFWEL and its other subsidiaries.
40. AFWEL agrees that it (or Wood on its behalf) shall report to the SFO annually⁸ during the Term on the work that it has undertaken to modify and enhance compliance measures and internal controls, policies and procedures which form the E&C Programme, and as described in paragraph 39 above. Such reporting shall also include information relating to the continued enhancement of processes and procedures relating to the use of commercial intermediaries, including national sponsors mandated by local law in certain jurisdictions, and the engagement of AFWEL in joint ventures.
41. AFWEL agrees that such reports will be submitted to the Head of Division A at Serious Fraud Office, 2-4 Cockspur Street, London SW1Y 5BS, in 12 month increments beginning 12 months from the Declaration Date, and with the third and final report to be submitted not fewer than thirty (30) days prior to the expiration of this Agreement. AFWEL may extend the time period for submission of the report with prior written approval of the SFO.
42. To the extent Wood's reporting described in paragraph 1.4 of the Undertaking addresses the matters upon which AFWEL is required to report pursuant to paragraph 40 above, Wood's reporting shall satisfy AFWEL's obligations pursuant to paragraph 40 above, and AFWEL shall not be required to submit a separate report. The reports and the contents thereof are intended to remain and shall remain non-public, except as otherwise agreed to by the parties in writing or as required by law.
43. Implementation of additional controls, policies and procedures shall not be construed in any future proceedings as providing an automatic statutory defence, immunity or amnesty in respect of conduct occurring subsequent to their implementation. The provision of the above referenced reports to, and the subsequent review by, the SFO, and any positive or neutral comments made in this regard shall not be construed as approval by the SFO of the nature of any compliance programme. Nothing in this paragraph is intended to derogate from AFWEL's legal rights to raise any defences or assert affirmative claims in criminal, civil, and regulatory proceedings in England and Wales or other jurisdictions relating to the matters set out in the Statement of Facts, provided such defences and claims do not contradict, in whole or in part, a statement

⁸ Should any particular area of concern be identified, however, such reporting should be prompt and in line with the self-reporting obligations contained at paragraph 15 of this Agreement and in paragraph 1.7 of the accompanying Undertaking.

contained in the Statement of Facts or otherwise undermine or contravene paragraphs 48 to 50 below.

44. The SFO does not require that a monitor be installed in recognition of the substantial enhancements and modifications to the E&C Programme and remediation exercise that have already been undertaken by Wood following its acquisition of AFWEL and that will be taken throughout the Term.

BREACH OF THE AGREEMENT

45. In the event that the SFO believes that AFWEL has failed to comply with any of the terms of this Agreement, or that Wood has failed to comply with any of the terms of the Undertaking, the SFO agrees to provide AFWEL and/or Wood with written notice of such alleged failure. AFWEL⁹ and/or Wood shall, within twenty eight (28) days of receiving such notice, have the opportunity to respond to the SFO in writing to explain the nature and circumstances of the alleged failure, as well as any actions AFWEL and/or Wood has taken to address and remedy the situation. The SFO will consider the explanation in deciding whether to make an application to the Court.
46. If, following receipt of AFWEL's¹⁰ and/or Wood's response as set out in paragraph 45 above, the SFO considers that it has been unable to secure a satisfactory outcome, the SFO may apply to the Court for a finding that AFWEL is in breach of the term(s) as alleged. In the event that the Court terminates the Agreement, the SFO may make an application for the lifting of the suspension of the Indictment and thereby reinstitute criminal proceedings against AFWEL.

INSOLVENCY PROCEEDINGS OF AFWEL

47. If AFWEL enters into voluntary or compulsory liquidation while the Agreement remains in force, it will notify the SFO as soon as reasonably practicable. Failure to do so will constitute a breach of this Agreement.

PUBLIC STATEMENTS

48. AFWEL agrees that it shall not make, and shall not authorise any person to make, any public statement contradicting the matters described in the Statement of Facts. If the SFO determines that a public statement by AFWEL or by any person it believes to be authorised by AFWEL contradicts in whole or in part a matter described in the Statement of Facts, the SFO shall so notify AFWEL. If AFWEL publicly repudiates such statement(s) within five (5) Business Days after notification by the SFO, no breach of the Agreement will have occurred. If AFWEL does not so publicly repudiate such statement(s), the SFO may act in accordance with paragraphs 45 and 46 above. This paragraph 48 does not apply to any statement made by any AFWEL Associated Person in the course of any criminal, civil, or regulatory proceedings instituted

⁹ Or Wood on its behalf.

¹⁰ Or Wood on its behalf.

against or by that person, unless such person has been authorised to speak on behalf of AFWEL. Nothing in this paragraph is intended to derogate from AFWEL's legal rights to raise any defence or assert affirmative claims in criminal, civil and regulatory proceedings in England and Wales or other jurisdictions, provided that such defences and claims do not contradict, in whole or in part, a statement contained in the Statement of Facts.

49. AFWEL agrees that if it wishes to issue a press release or any other public statement in connection with this Agreement, AFWEL shall first consult with the SFO to determine whether (a) the text of the press release or other proposed public statement are true and accurate with respect to matters between the SFO and AFWEL, and (b) the SFO has any objection to the release, the SFO's consent not to be unreasonably withheld (but, for the avoidance of doubt, where Wood has separately consulted with the SFO in relation to any proposed press release or other public statement to be made by or on behalf of AFWEL, the requirements of this paragraph will be deemed satisfied). For the avoidance of doubt, this paragraph does not apply to any disclosure to any supervisory, regulatory, or judicial body or self-regulatory organisation, however any such disclosure shall not contradict the matters described in the Statement of Facts. If AFWEL believes it is required by law or regulation to issue a press release or otherwise make a public statement in connection with this Agreement on a timetable that precludes it from complying with this paragraph, it shall inform the SFO of the circumstances, timing, content, and manner of the press release or other public statement as soon as is reasonably practicable after such press release or other public statement is issued, and in doing so shall identify the specific exigency and legal or regulatory provision which it believed required such a press release or public statement to be issued without complying with this paragraph.
50. AFWEL shall procure that its parent and subsidiary companies shall not make, and AFWEL shall not authorise any person to make, any public statement contradicting the matters described in the Statement of Facts. This paragraph does not apply to any statement made by any AFWEL Associated Person in the course of any criminal, civil, or regulatory proceedings instituted against or by that person, unless such person is authorised to speak on behalf of AFWEL.

WARRANTY

51. AFWEL warrants that:
- a. the information provided to the prosecutor throughout the DPA negotiations and upon which the DPA is based does not knowingly contain inaccurate, misleading or incomplete information relevant to the conduct AFWEL has disclosed to the SFO;
 - b. it will notify the SFO and provide where requested any documentation or other material that the AFWEL directors become aware of whilst this Agreement is in force which the AFWEL directors know or suspect would have been relevant to the offences particularised in the Indictment.

52. AFWEL agrees to its legal advisors (Slaughter and May) providing a warranty in the same terms as paragraph 51(a) above.

NOTICE

53. Any notice under this Agreement shall only be effective if it is in writing (which shall include e-mail).

54. Notices under this Agreement shall be sent to a party at both its physical address and its e-mail address, for the attention of the individual set out below:

<u>Party</u>	<u>Physical address</u>	<u>For the attention of individual</u>	<u>E-mail address</u>
AFWEL	Its registered office from time to time	Company Secretary of AFWEL, with a copy to the General Counsel and Company Secretary of Wood	iain.jones@woodplc.com
SFO	Serious Fraud Office, 2-4 Cockspur Street, London SW1Y 5BS	Head of Division A	matthew.wagstaff@sfo.gov.uk

provided that a party may change its notice details on giving notice to the other party of the change in accordance with this paragraph.

55. Any notice given under this Agreement after 6.30 p.m. on a Business Day shall be deemed to have been given on the following Business Day.

LIMITATIONS ON BINDING EFFECT OF AGREEMENT

56. This Agreement is binding on AFWEL and the SFO, but specifically does not bind any other component of the UK Government or any other authorities.

COMPLETE AGREEMENT

57. This Agreement and its Appendices, including but not limited to the Undertaking, set forth all the terms of the Deferred Prosecution Agreement between AFWEL and the SFO. No amendments, modifications, or additions to this Agreement shall be valid unless they are in writing and signed by the SFO and a duly authorised representative of AFWEL, and where required under the Deferred Prosecution Agreements Code of Practice, approved by the Court.

EXECUTION VERSION

Consent

Agreed

For AFWEL:

A handwritten signature in black ink, appearing to read "Martin J. McIntyre", with a long horizontal flourish extending to the right.

Name:

Martin J. McIntyre

Position:

Group General Counsel and Company Secretary, Wood

Dated

28 June 2021

For the Serious Fraud Office:

Name: Lisa Osofsky

Position: Director

Signature:

A handwritten signature in black ink that reads "Lisa Osofsky". The signature is written in a cursive style with a large, looped initial "L".

Dated 28 day of June 2021