UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA

v.

ALSTOM POWER, INC.

CRIMINAL NO. 3:14-CR-248(JBA)

DEFERRED PROSECUTION AGREEMENT

Defendant Alstom Power, Inc. (the "Company"), by its undersigned representatives, pursuant to authority granted by the Company's Board of Directors, and the United States Department of Justice, Criminal Division, Fraud Section and the United States Attorney's Office for the District of Connecticut (the "Offices"), enter into this deferred prosecution agreement (the "Agreement"), the terms and conditions of which are as follows:

Criminal Information and Acceptance of Responsibility

1. The Company acknowledges and agrees that the Offices will file the attached one-count criminal Information in the United States District Court for the District of Connecticut charging the Company with one count of conspiracy to commit offenses 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 its right 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); and (b) knowingly waives for purposes of this Agreement and any charges by the United States arising out of the conduct described in the attached Statement of

Facts 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 District of Connecticut.

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 Statement of Facts attached hereto as Attachment A and incorporated by reference into this Agreement, and that the allegations described in the Information and the facts described in Attachment A are true and accurate. Should the Offices pursue the prosecution that is deferred by this Agreement, the Company stipulates to the admissibility of the Statement of Facts in any proceeding, including any trial, guilty plea, or sentencing proceeding, and will not contradict anything in the Statement of Facts at any such proceeding. The Company agrees that this Agreement will be executed by an authorized corporate representative. The Company further agrees that a resolution duly adopted by the Company's Board of Directors in the form attached to this Agreement as Attachment B, authorizes the Company to enter into this Agreement and take all necessary steps to effectuate this Agreement, and that the signatures on this Agreement by the Company and its counsel are authorized by the Defendant's Board of Directors, on behalf of the Company. The Company agrees that it has the full legal right, power, and authority to enter into and perform all of its obligations under this Agreement.

Term of the Agreement

3. This Agreement is effective for a period beginning on the date on which the Information is filed and ending three (3) years from that date (the "Term"). The Company agrees, however, that, in the event the Offices determine, in their sole discretion, that the

Company has knowingly violated any provision of this Agreement, an extension or extensions of the term of the Agreement may be imposed by the Offices, in their sole discretion, for up to a total additional time period of one year, without prejudice to the Offices' right to proceed as provided in Paragraphs 14-17 below. Any extension of the Agreement extends all terms of this Agreement, including the reporting requirements in Attachment D, for an equivalent period. Conversely, in the event the Offices find, in their sole discretion, that there exists a change in circumstances sufficient to eliminate the need for the reporting requirements in Attachment D, and that the other provisions of this Agreement have been satisfied, the Term of the Agreement may be terminated early. The parties also agree that, in the event the Court does not accept the plea agreement between the Offices and Alstom S.A., the Company's ultimate parent, this Agreement will be null and void as to any and all of its terms.

Relevant Considerations

4. The Offices enter into this Agreement based on the individual facts and circumstances presented by this case and the Company. Among the factors considered were the following: (a) The Company failed to voluntarily disclose the conduct even though it had previously entered into a resolution for corrupt conduct in connection with a power project in Italy several years prior to the Offices reaching out to Alstom regarding their investigation; (b) The Company and its parent initially failed to cooperate with the Department's investigation, responding only to the Department's subpoena. Approximately one year into the investigation, the Company and its parent provided limited cooperation, but still did not fully cooperate with the Department's investigation. The Company's and its parent's initial failure to cooperate impeded the Department's investigation of individuals involved in the bribery scheme. At a later stage in the investigation, the Company and its parent began providing thorough cooperation,

including assisting in the Department's investigation and prosecution of individuals and other companies that had partnered with the Company and its parent on certain projects. The Company's and its parent's thorough cooperation did not occur until after the Department had publicly charged multiple current and former Alstom executives and employees; (c) The Company and its parent have undertaken substantial efforts to enhance its compliance program as part of the significant compliance and remediation improvements to Alstom S.A.'s program, and has committed to continue to enhance their compliance program and internal controls, ensuring that its program satisfies the minimum elements set forth in Attachment C to this Agreement; (d) General Electric Company, which intends to acquire the Company, has represented that it will implement its compliance program and internal controls at the Company within a reasonable time after the acquisition closes; and (e) The Company has agreed to continue to cooperate with the Offices in any ongoing investigation of the conduct of the Company and its officers, directors, employees, agents, and consultants relating to possible violations under investigation by the Offices as provided in Paragraph 5 below.

Future Cooperation and Disclosure Requirements

5. The Company shall cooperate fully with the Offices in any and all matters relating to the conduct described in this Agreement and Attachment A and other conduct related to possible corrupt payments under investigation by the Offices, subject to applicable law and regulations, until the date upon which all investigations and prosecutions arising out of such conduct are concluded, whether or not those investigations and prosecutions are concluded within the term specified in Paragraph 3. At the request of the Offices, the Company shall also cooperate fully, subject to applicable law and regulations, 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, its parent company 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 Attachment A and other conduct related to possible corrupt payments under investigation by the Offices. The Company agrees that its cooperation pursuant to this paragraph shall include, but not be limited to, the following:

a. The Company shall truthfully disclose all factual information not protected by a valid claim of attorney-client privilege or work product doctrine with respect to its activities, those of its parent company and affiliates, and those of its present and former directors, officers, employees, agents, and consultants, including any evidence or allegations and internal or external investigations, about which the Company has any knowledge or about which the Offices may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of the Company to provide to the Offices, upon request, any document, record or other tangible evidence about which the Offices may inquire of the Company.

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

c. The Company shall use its best efforts to make available for interviews or testimony, as requested by the Offices, present or former officers, directors, employees, agents and consultants of the Company. 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, 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 Offices pursuant to this Agreement, the Company consents to any and all disclosures, subject to applicable law 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 Offices, in their sole discretion, shall deem appropriate.

6. In addition to the obligations in Paragraph 5, during the Term of the Agreement, should the Company learn of credible evidence or allegations of a violation of U.S. federal law, the Company shall promptly report such evidence or allegations to the Offices.

Payment of Monetary Penalty

7. The Offices and the Company agree that no monetary penalty will be paid by the Company because Alstom S.A., the parent company of the Company, pursuant to a separate plea agreement, has agreed to pay a fine of $772,290,000 related to the same underlying conduct described herein.

Conditional Release from Liability

8. Subject to Paragraphs 14-17, the Offices agree, except as provided herein, that they will not bring any criminal or civil case against the Company relating to any of the conduct described in the Statement of Facts, attached hereto as Attachment A, or the criminal Information filed pursuant to this Agreement, or for the conduct that the Company disclosed to the Offices prior to the signing of this Agreement, except for the charges specified in the plea agreement between the Offices and Alstom Network Schweiz AG (formerly known as Alstom Prom AG), the plea agreement between the Offices and Alstom S.A., and deferred prosecution agreement

between the Offices and Alstom Grid, Inc. (formerly known as Alstom T&D, Inc.). The Offices, however, may use any information related to the conduct described in the attached Statement of Facts against the Company: (a) in a prosecution for perjury or obstruction of justice that had not been previously disclosed and identified by the Company; (b) in a prosecution for making a false statement that had not been previously disclosed and identified by the Company; (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, its subsidiaries, and its affiliates.

b. In addition, this Agreement does not provide any protection against prosecution of any present or former officer, director, employee, shareholder, agent, consultant, contractor, or subcontractor of the Company for any violations committed by them.

Corporate Compliance Program

9. The Company represents that it has 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 its operations including those of its affiliates, agents, and joint ventures, and those of its contractors, and subcontractors whose responsibilities include interacting on behalf of the Company with foreign officials or other activities carrying a high risk of corruption.

10. In order to address any deficiencies in its internal accounting controls, policies, and procedures, the Company represents that it has undertaken, and will continue to undertake in the future, in a manner consistent with all of its 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. At the very least, the Company will adopt new or modify existing internal controls, policies, and procedures in order to ensure that the Company maintains: (a) a system of internal accounting controls designed to ensure the making and keeping of fair and accurate books, records, and accounts; and (b) rigorous anti-corruption compliance code, standards, and procedures designed to detect and deter violations of the FCPA and other applicable anti-corruption laws. The internal accounting controls system and compliance code, standards, and procedures will include, but not be limited to, the minimum elements set forth in Attachment C, which is incorporated by reference into this Agreement.

Corporate Compliance Reporting

11. The Company agrees that it will report to the Offices annually during the term of the Agreement regarding remediation and implementation of the compliance measures described in Attachment C. These reports will be prepared in accordance with Attachment D.

Deferred Prosecution

12. In consideration of: (a) the past and future cooperation of the Company described in Paragraphs 4-6 above; (b) Alstom S.A.'s payment of a criminal penalty of $772,290,000; (c) the Company's implementation and maintenance of remedial measures as described in Paragraphs 9 and 10 above; and (d) the other relevant considerations described in Paragraph 4 above, the Offices agree that any prosecution of the Company for the conduct set forth in the attached Statement of Facts, and for the conduct that the Company and its affiliates disclosed to the Offices prior to the signing of this Agreement, be and hereby is deferred for the Term of this Agreement. To the extent there is conduct disclosed by the Company that the parties have specifically discussed and agreed is not covered by this Agreement, such conduct will not be exempt from further prosecution and is not within the scope of or relevant to this Agreement.

13. The Offices further agree that if the Company fully complies with all of its obligations under this Agreement, the Offices 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 thirty (30) days of the Agreement's expiration, the Offices shall seek dismissal with prejudice of the criminal Information filed against the Company described in Paragraph 1, and agrees not to file charges in the future against the Company based on the conduct described in this Agreement and Attachment A.

Breach of the Agreement

14. If, during the Term of this Agreement, the Company (a) commits any felony under U.S. federal law; (b) provides in connection with this Agreement deliberately false, incomplete, or misleading information; (c) fails to cooperate as set forth in Paragraphs 5 and 6 of this Agreement; (d) fails to implement a compliance program as set forth in Paragraphs 9-10 of this Agreement and Attachment C; (e) commits any acts that, had they occurred within the jurisdictional reach of the FCPA, would be a violation of the FCPA; or (f) otherwise fails specifically to perform or to fulfill completely each of the Company's obligations under the Agreement, the Company shall thereafter be subject to prosecution for any federal criminal violation of which the Offices have knowledge, including, but not limited to, the charges in the Information described in Paragraph 1, which may be pursued by the Offices in the U.S. District Court for the District of Connecticut or any other appropriate venue. Determination of whether the Company has breached the Agreement and whether to pursue prosecution of the Company shall be in the Offices' sole discretion. Any such prosecution may be premised on information provided by the Company. Any such prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Offices 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, 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 agrees 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.

15. In the event the Offices determine that the Company has breached this Agreement, the Offices agree to provide the Company with written notice of such breach prior to instituting any prosecution resulting from such breach. Within thirty (30) days of receipt of such notice, the Company shall have the opportunity to respond to the Offices in writing to explain the nature and circumstances of such breach, as well as the actions the Company has taken to address and remediate the situation, which explanation the Offices shall consider in determining whether to pursue prosecution of the Company.

16. In the event that the Offices determine that the Company has breached this Agreement: (a) all statements made by or on behalf of the Company to the Offices or to the Court, including the attached Statement of Facts, and any testimony given by the Company 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 Offices against the Company; and (b) the Company 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 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, will be imputed to the Company for the purpose of determining whether the Company has violated any provision of this Agreement shall be in the sole discretion of the Offices.

17. The Company acknowledges that the Offices have made no representations, assurances, or promises concerning what sentence may be imposed by the Court if the Company breaches this Agreement and this matter proceeds to judgment. The Company further acknowledges 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.

18. No later than 90 days prior to the expiration of the period of deferred prosecution specified in this Agreement, the Company, by the President of the Company, will certify to the Department that the Company has met its disclosure obligations pursuant to Paragraph 6 of this Agreement. Such 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 it will be deemed to have been made in the judicial district in which this Agreement is filed.

Sale or Merger of Company

19. Except as may otherwise be agreed by the parties hereto in connection with a particular transaction, the Company agrees that in the event it sells, merges, or transfers all or substantially all of its business operations as they exist as of the date of this Agreement, whether such sale is structured as a sale, asset sale, merger, or transfer, it shall include in any contract for sale, merger, or transfer a provision binding the purchaser, or any successor in interest thereto, to the obligations described in this Agreement.

Public Statements by Company

20. The Company 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 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 described below, constitute a breach of this Agreement, and the Company thereafter shall be subject to prosecution as set forth in Paragraphs 14-17 of this Agreement. The decision whether any public statement by any such person contradicting a fact contained in the Statement of Facts will be imputed to the Company for the purpose of determining whether it has breached this Agreement shall be at the sole discretion of the Offices. If the Offices determine that a public statement by any such person contradicts in whole or in part a statement contained in the Statement of Facts, the Offices shall so notify the Company, and the Company may avoid a breach of this Agreement by publicly repudiating such statement(s) within five (5) business days after notification. The Company shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the Statement of Facts provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the 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 in the course of any criminal, regulatory, or civil case initiated against such individual, unless such individual is speaking on behalf of the Company.

21. The Company agrees that if it, its parent company, or any of its direct or indirect subsidiaries or affiliates issues a press release or holds any press conference in connection with

this Agreement, the Company shall first consult with the Offices 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 Offices and the Company; and (b) whether the Offices have any objection to the release.

22. The Offices agree, if requested to do so, to bring to the attention of law enforcement and regulatory authorities, as well as debarment authorities and MDBs, this Agreement and the nature and quality of the conduct, cooperation and remediation of the Company. By agreeing to provide this information to such authorities, the Offices are not agreeing to advocate on behalf of the Company, but rather are agreeing to provide facts to be evaluated independently by such authorities.

Limitations on Binding Effect of Agreement

23. This Agreement is binding on the Company and the Offices 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 Offices will bring the cooperation of the Company 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.

Notice

24. Any notice to the Offices under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to Deputy Chief, FCPA Unit, Criminal Division, U.S. Department of Justice, 11th Floor, 1400 New York Avenue NW, Washington D.C., 20005, and to Chief, Economic Crime Unit, U.S. Attorney's Office, District of Connecticut, 157 Church Street, 25th Floor, New Haven,

CT 06510. Any notice to the Company under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to President, Alstom Power, Inc., 175 Addison Road, Windsor, CT, 06095. Notice shall be effective upon actual receipt by the Offices or the Company.

Complete Agreement

25. This Agreement sets forth all the terms of the agreement between the Company and the Offices. No amendments, modifications or additions to this Agreement shall be valid unless they are in writing and signed by the Offices, the attorneys for the Company and a duly authorized representative of the Company.

AGREED:

FOR ALSTOM POWER, INC.:

Date: 12/22/14 By: _____
Keith Carr
General Counsel of Alstom S.A.
Richard D. Austin
Senior Vice President of Alstom S.A.
On behalf of Alstom Power, Inc.

Date: 12/22/14 By: _____
Robert D. Luskin
John S. (Jay) Darden
Squire Patton Boggs (US) LLP
Outside counsel for Alstom Power, Inc.

FOR THE DEPARTMENT OF JUSTICE:

MICHAEL J. GUSTAFSON
FIRST ASSISTANT U.S. ATTORNEY
DISTRICT OF CONNECTICUT

_____
DAVID E. NOVICK
ASSISTANT U.S. ATTORNEY

KATHLEEN MCGOVERN
SENIOR DEPUTY CHIEF
CRIMINAL DIVISION, FRAUD SECTION
U.S. DEPARTMENT OF JUSTICE

_____
DANIEL S. KAHN
ASSISTANT CHIEF

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 and the U.S. Attorney's Office for the District of Connecticut (the "Offices") and Alstom Power, Inc. ("Alstom Power US"). Alstom Power US hereby agrees and stipulates that the following information is true and accurate. Alstom Power US admits, accepts, and acknowledges that it is responsible for the acts of its officers, directors, employees, and agents as set forth below. Should the Offices pursue the prosecution that is deferred by this Agreement, Alstom Power US 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:

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

Alstom and Other Relevant Entities and Individuals

2. Alstom S.A. ("Alstom") was headquartered in France. Alstom was in the business of designing, constructing, and providing services related to power generation facilities, power grids, and rail transportation systems around the world. During the relevant period, Alstom had sales of approximately €21 billion annually and employed approximately 110,000

employees in over seventy countries. Shares of Alstom's stock were listed on the New York Stock Exchange until August 2004. Accordingly, until August 2004, Alstom was an "issuer" as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a). Alstom had direct and indirect subsidiaries in various countries around the world through which it bid on projects to secure contracts to perform power-related, grid-related, and transportation-related services, including for state-owned entities. Alstom's subsidiaries worked exclusively on behalf of Alstom and for its benefit. Alstom maintained a department called International Network that supported its subsidiaries' efforts to secure contracts around the world. International Network was organized by regions around the world. In certain instances, executives of International Network served as presidents of certain Alstom subsidiaries or businesses. Within Alstom's power sector, the company also maintained a department called Global Power Sales ("GPS"), which performed functions similar to International Network, in that GPS assisted other Alstom entities or businesses in their efforts to secure contracts.

3. Alstom Power US was a subsidiary of Alstom that was headquartered in Windsor, Connecticut, incorporated in Delaware, and thus a "domestic concern," as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1)(B). Alstom Power US was in the business of providing power generation-related services around the world, including in Indonesia, Egypt, and Saudi Arabia. At certain times, Alstom's boiler division was run out of Windsor, Connecticut. At certain times, the head of Alstom's boiler division and the head of boiler sales for Alstom were both assigned to Alstom Power US.

4. Alstom Network Schweiz AG, formerly known as Alstom Prom AG ("Alstom PROM"), was a subsidiary of Alstom that was headquartered in Switzerland. Alstom PROM

was responsible for overseeing compliance as it related to Alstom's consultancy agreements for many of Alstom's power sector subsidiaries.

5. PT Energy Systems Indonesia ("Alstom Indonesia") was a subsidiary of Alstom that was headquartered in Indonesia. Alstom Indonesia was in the business of providing power generation-related services in Indonesia.

6. Lawrence Hoskins ("Hoskins"), who has been charged separately, was an Alstom Area Senior Vice President for the Asia region in Alstom's International Network. Hoskins' responsibilities at Alstom included overseeing Alstom's subsidiaries' efforts to obtain contracts with new customers and to retain contracts with existing customers in Asia.

7. Frederic Pierucci ("Pierucci"), who has been charged separately, held various high-level positions and ultimately held an executive-level position as Vice President of Alstom's boiler product line. At certain times, Pierucci was assigned to Alstom Power US and was responsible for overseeing Alstom Power US's efforts to obtain boiler contracts with new customers and to retain boiler contracts with existing customers around the world.

8. William Pomponi ("Pomponi"), who has been charged separately, was a Vice President of Regional Sales at Alstom Power US. Pomponi's responsibilities at Alstom Power US included obtaining boiler contracts with new customers and retaining boiler contracts with existing customers in various countries, including in Indonesia.

9. David Rothschild ("Rothschild"), who has been charged separately, was a Vice President of Regional Sales at Alstom Power US. Rothschild's responsibilities at Alstom Power US included obtaining boiler contracts with new customers and retaining boiler contracts with existing customers in various countries, including in Indonesia.

10. "Alstom Executive A," an individual whose identity is known to the United States, was an executive within Alstom's Compliance Department. At certain times, Alstom Executive A was responsible for overseeing due diligence efforts on prospective sales consultants for Alstom's various power businesses.

11. "Alstom Executive B," an individual whose identity is known to the United States, worked in Alstom's GPS unit. Alstom Executive B held various executive-level positions within Alstom, including as a high-level executive at Alstom Indonesia and another Alstom entity. Alstom Executive B was one of the people responsible for retaining consultants in connection with Alstom and its subsidiaries' efforts to obtain and retain power contracts in Southeast Asia.

12. "Alstom Indonesia Executive," an individual whose identity is known to the United States, was a high-level executive at Alstom Indonesia. Alstom Indonesia Executive's responsibilities at Alstom Indonesia included assisting other Alstom entities' efforts to obtain contracts with new customers and to retain contracts with existing customers in Indonesia, including assisting Alstom Power US to obtain power projects in Indonesia.

13. "Consultant A," an individual whose identity is known to the United States, was a consultant who purportedly provided legitimate services on behalf of Alstom, Alstom Power US, and Alstom Indonesia in connection with the bidding of a power project in Indonesia. In reality, Consultant A was retained for the purpose of paying bribes to Indonesian government officials to obtain or retain business in connection with the power project.

14. "Consultant B," an individual whose identity is known to the United States, was a consultant who purportedly provided legitimate services on behalf of Alstom, Alstom Power US, and Alstom Indonesia in connection with the bidding of various power projects in Indonesia. In

reality, Consultant B was retained for the purpose of paying bribes to Indonesian government officials to obtain or retain business in connection with the power projects.

15. "Consultant C," an individual whose identity is known to the United States, was a consultant who purportedly provided legitimate services on behalf of Alstom, Alstom Power US, and other Alstom entities in connection with the bidding of various power projects in Saudi Arabia. In reality, Consultant C, who was referred to by the code name "Geneva," was the brother of a member of the board of Saudi Arabia's state-owned electricity company and was retained as a means of bribing at least one Saudi government official to obtain or retain business in connection with the power projects.

16. "Consultant D," an individual whose identity is known to the United States, was a consultant who purportedly provided legitimate services on behalf of Alstom, Alstom Power US, and other Alstom entities in connection with the bidding of various power projects in Saudi Arabia. In reality, Consultant D, who was referred to by the code name "Paris," was a close relative of a member of the board of Saudi Arabia's state-owned electricity company and was retained as a means of bribing at least one Saudi government official to obtain or retain business in connection with the power projects.

17. "Consultant E," an individual whose identity is known to the United States, was a consultant who purportedly provided legitimate services on behalf of Alstom, Alstom Power US, and other Alstom entities in connection with the bidding of various power projects in Saudi Arabia. Consultant E was referred to by the code name "London" and was paid at least $30 million by Alstom in connection with multiple consultancy agreements for the Saudi power projects despite the absence of documentation or proof of legitimate services being performed.

18. "Consultant F," an individual whose identity is known to the United States, was a consultant who purportedly provided legitimate services on behalf of Alstom, Alstom Power US, and other Alstom entities in connection with the bidding of various power projects in Saudi Arabia. Consultant F was referred to by the code name "OF" or "Old Friend" and was paid at least $10 million by Alstom in connection with multiple consultancy agreements for the Saudi power projects despite the absence of documentation or proof of legitimate services being performed.

19. "Consultant G," an individual whose identity is known to the United States, was a consultant who purportedly provided legitimate services on behalf of Alstom, Alstom Power US, and other Alstom entities in connection with the bidding of various power projects in Egypt. In reality, Consultant G was retained for the purpose of paying bribes to Egyptian government officials to obtain or retain business in connection with the power projects.

Overview of the Bribery Scheme

20. During the relevant time period, Alstom Power US conspired with others to provide millions of dollars in payments and other things of value to foreign officials in exchange for those officials' assistance in obtaining and retaining business in connection with power projects in various countries around the world.

21. In a number of instances, Alstom Power US and its co-conspirators hired consultants to conceal and disguise the improper payments to foreign officials. Alstom Power US and its co-conspirators entered into consulting agreements with a number of the consultants and processed the payments for these consultants. The consultants were paid purportedly for performing legitimate services in connection with bidding on and executing various projects. In reality, Alstom Power US and its co-conspirators knew that the consultants were not performing

legitimate services and that all or a portion of the payments were to be used to bribe foreign officials.

22. In other instances, Alstom Power US and its co-conspirators agreed to pay bribes directly to foreign officials by providing gifts and petty cash, by hiring their family members, and in one instance by paying over two million dollars to a charity associated with a foreign official, all in exchange for those officials' assistance in obtaining or retaining business in connection with projects for Alstom and its subsidiaries.

23. As described herein, Alstom Power US, together with its co-conspirators, paid approximately $75 million in consultancy fees knowing that this money would be used, in whole or in part, to bribe or provide something of value to government officials to secure approximately $4 billion in projects in multiple countries, with a gain to Alstom Power US and its co-conspirators of approximately $296 million.

Indonesia

24. Beginning in or around 2002 and continuing to in or around 2009, Alstom, Alstom Power US, Alstom Indonesia, and other Alstom entities attempted to secure various power projects in Indonesia through Indonesia's state-owned and state-controlled electricity company, Perusahaan Listrik Negara ("PLN"). PLN was an "agency" and "instrumentality" of a foreign government, as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1). One such project was the Tarahan Project, sometimes referred to simply as "Tarahan," a project to provide power-related services to the citizens of Indonesia at a value of approximately $118 million. Another such project was the Muara Tawar Block 5 Project, a project to expand the existing Muara Tawar power plant and provide additional power-related services to the citizens of Indonesia at a value of approximately $260 million. In addition,

Alstom subsidiaries bid on but were not awarded contracts related to other expansions of the Muara Tawar power plant. Collectively, these projects were sometimes referred to as "Muara Tawar" or "MT."

25. In connection with these projects, Alstom Power US and its co-conspirators provided millions of dollars and other things of value to Indonesian officials in exchange for those officials' assistance in securing the power projects for Alstom Power US, Alstom and its subsidiaries.

26. Specifically, Alstom and its subsidiaries retained consultants, including Consultant A and Consultant B, to assist them and their consortium partners in obtaining the contracts for the power projects in Indonesia. The primary purpose of these consultants was not to provide legitimate services to Alstom, its subsidiaries, and its consortium partners, but was instead to pay bribes to Indonesian officials who had the ability to influence the award of the contracts. This was known by Alstom Power US and its co-conspirators, including Hoskins, Pierucci, and Alstom Executives A and B.

27. Alstom Power US and its co-conspirators first retained Consultant A in connection with the Tarahan Project in or around late 2002. Consultant A was to receive a commission based on the overall value that each consortium member would receive from the Tarahan Project contract, from which Consultant A was expected to pay bribes to Indonesian officials, including a high-ranking member of Parliament ("Official 1") and a high-level executive at PLN ("Official 2"). However, through the course of 2003, Alstom personnel came to the conclusion that Consultant A had not sufficiently assured key Indonesian officials at PLN, including members of the evaluation team ("Official 3" and "Official 4"), that he would adequately pay them after the award of the contract.

28. Accordingly, in or around September or October 2003, Hoskins, Pierucci, Alstom Executive B, and Alstom Indonesia Executive informed Consultant A that Consultant A would be responsible only for paying bribes to Official 1 and that Alstom Power US and its co-conspirators would retain another consultant to pay bribes to PLN officials. Shortly thereafter, Alstom Power US and its co-conspirators sent Consultant A an amended consulting agreement, reducing the amount of Consultant A's commission to reflect Consultant A's reduced responsibilities and to cover the additional cost of retaining a new consultant. Alstom Power US and its co-conspirators then retained Consultant B for the purpose of bribing PLN officials. Around the same time, Alstom and its subsidiaries also retained Consultant B to bribe PLN officials in connection with their efforts to secure a Muara Tawar Project contract.

29. Alstom Power US and its co-conspirators took a number of acts to carry out the scheme. For example, on or about August 8, 2002, an Alstom Indonesia employee sent an e-mail to Rothschild, to which he attached a document explaining, among other things, that Official 1 was a "[k]ey legislator" and "Vice chairman of [the] Parliament commission 8 dedicated for Power & Energy" who had "[e]asy direct access personally to PLN Board" and who could exert "direct influence to PLN ([Official 2] and [another official])" and "utiliz[e] his comission [sic] 8 forum to influence PLN Board" and Ministries.

30. On or about September 4, 2002, Alstom Indonesia Executive sent an e-mail to Rothschild, copying Pierucci, stating, "[W]e have met [Official 1] to confirm whether he is comfortable with your suggested approach on Representation issue (through [Consultant A])....Again, from my point of view whichever approach taken on the Representation issue, must assure the coverage of Palembang [the city in Indonesia where the evaluation committee was located]. You need to be confident that [Consultant A] could do this since he – being the

one who can make the 'commitment' – will have to take over the lead role from us in Palembang."

31. On or about December 3, 2002, Alstom Indonesia Executive sent an e-mail to Hoskins discussing a Muara Tawar Project, including whether to retain Consultant A in connection with the project, stating, "[Official 1] is a member of INDONESIA Parliament, precisely he is the Vice Chairman of Commission VIII, a commission in charge of handling Power issues....Besides his function in the Parliament, he has long well established relationship with [Official 2] (PLN President Director). As a Vice Chairman of Commission VIII he certainly have [sic] influence in PLN. He is not an agent but one of the players....[L]ooking in to [Consultant A's] performance in Tarahan, we need to think twice prior taking him into consideration....As the [Tarahan] project proceed, it shown that [Consultant A] has been unable to fulfil [sic] his tasks and our expectation, he has no grip on PLN Tender team at all. Basically, his function is more or less similar to cashier which I feel we pay too much....As you know, I have set an appointment to meet [Official 2] tomorrow morning to find out who would be his recommended agent, the one that PLN can really feel comfortable with."

32. On or about December 3, 2002, Hoskins sent an e-mail to an executive at Alstom, stating, "Will call you after I get feedback from [Alstom Indonesia Executive] on his meeting tomorrow with [Official 2]. At this stage [Alstom Indonesia Executive] does not support appointment of [Consultant A] for MT [Muara Tawar] but believes [Official 1] to be an important part of the jigsaw."

33. On or about January 3, 2003, Alstom Executive A sent an e-mail to Hoskins, copying another executive in Compliance at Alstom PROM, regarding the approval of the consultancy agreement with Consultant A, stating, "[Consultant A] sent me the completed

'Agent Profile' for his very small company in Baltimore, Maryland, with branch office in Washington....I understand, that the Tarahan job is boiler supply from the US to Indonesia. As I said before, it would make more sens[e] to have an agent in Indonesia, where [Consultant A's] company has obviously an office. As you know, we do not like to have a US domiciliated company as a consultant, with payment in the US, and most probably in USD."

34. On or about January 15, 2003, Hoskins responded to the e-mail referenced in Paragraph 33 above, stating, "I talked to [Alstom Indonesia Executive] and his financial controller [] on this subject to establish whether they could implement an agreement locally in Indonesia. They were uneasy about dealing with a local company but thought an arrangement with Singapore may work. [Alstom Indonesia Executive] is going to check with [Consultant A] to see if he has a company in Singapore."

35. On or about June 5, 2003, Alstom Executive B sent an e-mail to an Alstom Indonesia employee regarding the Muara Tawar Projects and discussing various agents that Alstom could retain in connection with the project, stating, "[Consultant B] basically works for [Official 2]."

36. On or about August 12, 2003, Consultant A sent an e-mail to Pierucci about another upcoming power project with PLN, stating, "PLN people are upset with us that we told them we only need marginal support from them and now putting everything on them. They are comparing the success fee for Tarahan and [the upcoming project] and asking why they are so much different."

37. On or about September 18, 2003, Alstom Indonesia Executive forwarded an e-mail to Hoskins describing a meeting between two Alstom employees and two PLN officials, including Official 4, regarding the Tarahan Project which stated, "PLN has expressed their

concerns over our 'agent'. They did not like the approach made by the agent. More importantly, they concern whether they can trust on the agent or not in regards to 'rewards' issue. They concern that if we have won the job, whether their rewards will still be satisfactory or this agent only give them pocket money and disappear. Nothing has been shown by the agent that the agent is willing to spend money." (emphasis in original).

38. In or around late September 2003, Hoskins, Pierucci, Alstom Executive B, Alstom Indonesia Executive, and other Alstom employees told Consultant A at a meeting in Indonesia that: (i) they were going to retain another consultant to pay bribes to officials at PLN in connection with the Tarahan Project; (ii) Consultant A needed to pay bribes only to Official 1; and (iii) Consultant A's commission, therefore, would be cut from three percent of the total value of the contract to one percent.

39. On or about March 3, 2004, Alstom Indonesia Executive sent an e-mail to Hoskins, which was eventually forwarded to an executive in Compliance at Alstom PROM, stating, "Last Monday we sent Tarahan CA [consultancy agreement] to [Consultant B], he immediately feel [sic] cornered after reading the ToP [terms of payment] which said 'prorata'. When I talked to him on the phone I said that I will look at it and I thought it should not be that bad. I then looked into Tarahan ToP (see attached) and realise that the project payment is spread over 3.5 year! You would understand why he is worry [sic], he is willing to pre-finance his scope, fulfilling his commitment up-front (prior he get paid) to get the right 'influence', but certainly not waiting 2 to 3 years to get paid while most of his scope is completed in the beginning."

40. On or about March 30, 2004, Pomponi sent an e-mail to Hoskins, Pierucci, and Alstom Indonesia Executive, stating, "Approval...has finally been received this morning

authorizing the requested Terms of Payment. Pls proceed with this ASAP to obtain the CA signing by [Consultant B] in order for [Consultant B's] effectiveness to continue."

41. On or about March 31, 2004, Alstom Indonesia Executive responded to the e-mail from Pomponi referenced in Paragraph 40 above, stating, "I will mentioned [sic] our position to [Official 2] and [Consultant B] this afternoon. Furthermore I would suggest you to contact [an Alstom employee in Compliance at Alstom PROM] with a request to make the necessary CA changes (ToP) and ask her to send me the revised CA asap. Once the revised agreement arrived I will obtain [Consultant B's] signature. Mean while [sic] I will give [Official 2]/[Consultant B] my word."

42. On or about April 5, 2004, Alstom Indonesia Executive sent an e-mail to Hoskins, copying Pierucci and Alstom Executive B, regarding the Tarahan Project and Muara Tawar Project, stating, "According to [Official 2] Alstom did not show enough its 'commitment' to PLN....[Official 2] also asked me whether for PLN Alstom could use one representative (agent), rather than 2 or 3. According to [Official 2] in [another project] [Consultant A] was involved. [Official 2] thought he made to Fred [Pierucci] and you clear [Consultant A] was not the right person."

43. On or about July 12, 2005, an employee at Alstom Indonesia sent an e-mail to Alstom Executive B, Alstom Indonesia Executive, and another Alstom employee regarding the Muara Tawar Block 5 Project, stating, "We have built relationship [sic] with [Official 4] since the Tarahan [] project. In this [Muara Tawar Project], we were among those who promoted [Official 4] so that he can become a member of the [Muara Tawar Project] procurement team....Looking at this fact, [Official 4] is of critical importance to us as our vehicle....[Official 4] must be ensured that his effort will be worth his while....We need to set up additional CA

[consultancy agreement], separate from the basic CA currently in place, to cover [Official 4] and his people, as our ammunition to approach working level which is currently untouched by our agent."

44. On or about September 22, 2006, Alstom Executive B sent an e-mail to another Alstom employee with the subject, "Tarahan – commitment fell thru the cracks," stating, "One of the engineering chaps [Official 4] who had a lot of influence on the outcome of the Tarahan has not been fully compensated on the Tarahan project. Now he is involved in [the Muara Tawar Block 5 Project] and keeps reminding the boys that we owe him something. This issue needs to be sorted out ASAP to ensure proper support on [the Muara Tawar Block 5 Project]. According to [an executive at Alstom Indonesia], [Consultant B] has honored his pro rata portion of the commitment. The original ('other') Agent did not. I don't know if the other guy has received any consulting fees. Would you be able to check that out with [Alstom] Prom? If not then we should block the payments until he takes care of the guy."

45. Alstom Power US and its co-conspirators were ultimately awarded the Tarahan Project and Muara Tawar Block 5 Project contracts and made payments to the aforementioned consultants for the purpose of paying Indonesian government officials, including Official 1, Official 2, Official 3, and Official 4, in exchange for their assistance in securing the Tarahan Project and the Muara Tawar Block 5 Project for Alstom, its subsidiaries, and its consortium partners.

Saudi Arabia

46. In or around 2000, Alstom completed the acquisition of the worldwide power business of a separate international power company. Beginning in or around 1998, during the period prior to the acquisition, the separate power company began bidding on power projects in

Saudi Arabia and was awarded one such contract. Beginning in or around 1999, during the period in which Alstom and the other power company operated as a joint venture, and continuing through 2000 after the acquisition of the separate power company was complete, Alstom, Alstom Power US and other Alstom entities continued bidding on other power projects in Saudi Arabia. The bids for the power projects in Saudi Arabia were with the Saudi Electric Company ("SEC"), Saudi Arabia's state-owned and state-controlled electricity company, and its predecessor entities. The SEC, along with its predecessor entities, were "agencies" and "instrumentalities" of a foreign government, as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1).

47. Projects in Saudi Arabia included different projects at a site known as Shoaiba. The Shoaiba Projects were a series of different projects that resulted in the construction of 14 different steam power generating units for the SEC. The Shoaiba Projects had several distinct stages and multiple phases within each stage. In total, the first two stages of the Shoaiba Projects involved the construction of an oil-fired power plant with 11 separate power generating units at a total value of approximately $3 billion.

48. In connection with the first two of the Shoaiba Projects, Alstom Power US and its co-conspirators provided tens of millions of dollars in payments and other things of value to Saudi officials to obtain or retain business in connection with the projects. The arrangements for these consulting agreements originated with the separate international power company described above. Subsequently, Alstom, Alstom Power US and other Alstom entities honored, continued, and in certain instances renewed these consulting arrangements knowing that at least some of them were for the purpose of providing money and other things of value to Saudi officials.

49. Specifically, Alstom Power US and its co-conspirators, including the predecessor entity described above, retained at least six consultants in connection with the first two of the Shoaiba Projects, including all six consultants on the first project. These six consultants included Consultant C and Consultant D, whose primary purpose was not to provide legitimate consulting services to Alstom and its subsidiaries but was instead to provide benefits to Saudi officials who had the ability to influence the award of the first two power projects to Alstom and its predecessors.

50. Internal company documents refer to the consultants in code, including names such as "Mr. Geneva" (Consultant C), "Mr. Paris" (Consultant D), "London," "Quiet Man," and "Old Friend." Consultant C, or "Mr. Geneva," was the brother of a high-level official at the SEC who had the ability to influence the award of the Shoaiba Projects ("Official 5"), which certain Alstom employees knew. Internal documents reflect that Mr. Geneva was paid approximately $5 million, with no documentation of any legitimate services having been performed by Consultant C commensurate with a $5 million fee and with no documentation of any technical or other expertise justifying such a fee.

51. Consultant D, or "Mr. Paris," was a close relative of another high-level official at the SEC who had the ability to influence the award of the Shoaiba Projects ("Official 6"), which certain Alstom employees knew. Internal documents reflect that Mr. Paris was paid at least $4 million, with no documentation of any legitimate services having been performed by Consultant D commensurate with a $4 million fee and with no documentation of any technical or other expertise justifying such a fee.

52. Consultant E, known as "London," received at least $30 million in fees in connection with multiple consultancy agreements for the first two Shoaiba Projects. Alstom

Power US and its co-conspirators did not require of Consultant E documentation of what he actually did to justify these sums of money, and what little documentation exists in Alstom's files for Consultant E's services was created after the fact and with the assistance of Alstom employees.

53. In Saudi Arabia, Alstom hired two consultants at virtually the same time to perform the same ostensible services on the same project. These consultants included Consultant E and Consultant F, referred to as "OF" or "Old Friend." The agreements, executed on or about May 1, 2002 and October 1, 2002, respectively, both cover ostensible services such as "establishing contacts," "arranging appointments," "coordinating customer visits," and "making contacts at all necessary levels." As noted above, Alstom paid Consultant E at least $30 million in total fees, and paid Consultant F ("OF") at least $10 million in total fees, with no documentation of any legitimate services having been performed by these consultants commensurate with their fees.

54. In addition to paying consultants as a means of bribing key decision makers at the SEC, Alstom Power US and its co-conspirators paid $2.2 million to a U.S.-based Islamic education foundation associated with Official 6. The payments were made in three installments, and internal records at Alstom reflect that these payments were included as expenses related to two of the Shoaiba Projects, rather than as a separate and independent charitable contribution.

55. Alstom Power US and its co-conspirators took a number of acts to carry out the scheme. For example, Alstom's lead subsidiary for the Shoaiba Projects tracked the consultant expenses incurred, including those described above, and allocated to each of the internal Alstom consortium members a percentage share of such expenses. On or about January 29, 2002, June

5, 2003, October 7, 2003, and March 15, 2004, Alstom's lead subsidiary for the Shoaiba Projects sent written invoices to Alstom Power US for its percentage share of these consultant expenses.

56. In or around January 2000, employees of Alstom and its joint venture partner circulated an action plan for bidding on a particular phase of the Shoaiba Projects, which plan included a section entitled "Client History & Perception: Build the Relationship." One column listed key officials at the SEC and a corresponding column provided "Most Important Concerns" as related to the designated officials. One of the key officials listed in the plan was Official 6, whose close relative was Consultant C, otherwise known as "Mr. Paris." According to the plan, Official 6 was believed to have "70%" of the decision-making responsibility for SEC matters, including the award of a contract being bid on by Alstom. As the most important concerns related to Official 6, the plan stated, "Honest reputation. Son has been known to deal."

57. On or about September 29, 2000, an employee of Alstom's lead subsidiary sent an e-mail to an Alstom Power US employee, among others, discussing payments to a previously retained consultant whose services had already been rendered, stating, "probably you need to create an agreement for your auditors as done before?? If you need support from our side, let me know."

58. On or about June 4, 2002, an Alstom employee sent an e-mail to a sales manager at Alstom Power US and several other Alstom employees, stating, "Without entering into more details, we have concluded a principle agreement with the second network so called 'OF' [Old Friend] for [Shoaiba] Stage II Bid. We have agreed with him to try through his 'system' the 41 wish-item of the feedback that was only partially successful via the network #1. Please note that both networks believe to be the only one working for this issue."

59. In addition, on or about August 21, 2003, an employee of Alstom's lead subsidiary working on the Shoaiba Projects sent an e-mail to an Alstom Power US sales manager, stating, "Could you manage to give us some advice regarding any need to add costs for items such as...Employment of Owner's relatives...Owner's travels, for witnessing tests or for 'other' purposes...?" The Alstom Power US sales manager forwarded this e-mail to another Alstom Power US employee and a project manager for Alstom Power US, who responded, "This is a significant cost which must be considered in the estimate. Current royal decrees (laws) on the subject of Saudization in the Kingdom require that a minimum of 10% of a companies [sic] employees (companies with 10 or more employees) must b[e] Saudi on construction projects like Shoaiba....'Saudization' of course the hammer used by our client to hire Saudis many of whom are strongly recommended by our client, i.e., friends and family. Minimum costs for these guys would be about 10,000 SAR per month including salary, housing, and other living expenses at site...All-in costs can be as high as $100,000/year depending on the individual's 'qualifications' such as the Consortium's current Site Security Manager....The other problem is that these guys are difficult to lay-off even while ALSTOM's staff is demobilized at the end of the job! Zero productivity may be assumed for any Saudi hire. Make a budget provision!"

60. On or about December 10, 2003, an Alstom employee sent an e-mail to an employee of Alstom Power US and several other Alstom employees working on the Shoaiba Projects regarding a certificate from SEC that was required for Alstom to get paid by the customer for its work on Stage I, Phase 2 of the Shoaiba Projects, stating, "The importance of timely issue of the [certificate] is, as far as AP [Alstom Power] is concerned, of top priority. Hence, I will support financially, in very confidential bases [sic], those who are supporting me respectively us by removing the unreasonable pre-conditions. Taking into consideration that

nobody has requested any thing from but is solely my idea and intention on behalf of the Consortium. I will even not mention the Names (Only [two SEC officials] are informed while [another SEC official] will be informed from me confidentially on the telephone). The total amount of support is Euro 20,000 (50% in Saudi Riyals and 50% in Euro). It is very important that no Site Manager or any body else than the above addresses are supposed to be informed about this. It is very Confidential…I need your O.K. for the sharing. My LN [Lotus Notes e-mail] will be deleted after submission to you."

61. On or about December 10, 2003, one of the Alstom employees who received the e-mail described in Paragraph 60 above responded, "We agree!" That same day, another Alstom employee responded, "We confirm our agreement."

62. In sum, Alstom Power US and its co-conspirators were awarded the Shoaiba Projects and paid bribes to Saudi government officials, including Official 5 and Official 6, to obtain or retain business in connection with certain of the projects.

Egypt – Power Projects

63. Beginning in or around 2002 and continuing to in or around 2011, Alstom, Alstom Power US and several other Alstom entities began bidding on various power projects with the Egyptian Electricity Holding Company ("EEHC"), the state-owned and state-controlled electricity company in Egypt. EEHC was an "agency" and "instrumentality" of a foreign government, as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1). EEHC engaged the services of global power companies to build power stations in Egypt, usually through competitive bids. One such project was the Nubaria power station, with a value of approximately $70 million. Another such project was the El Tebbin power station, with a value of approximately $60 million.

64. However, EEHC was not itself responsible for conducting the bidding on these and other projects, and instead relied on Power Generation Engineering & Service Co. ("PGESCo"), which was controlled by and acted on behalf of EEHC. PGESCo worked "for or on behalf of" EEHC, within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(f)(1).

65. In connection with these projects in Egypt, Alstom, Alstom Power US and several other Alstom entities paid millions of dollars to consultants to pass on to Egyptian officials to obtain or retain business in connection with power projects for Alstom and its subsidiaries.

66. Specifically, in connection with the bidding on these power projects, Alstom Power US, Alstom and its subsidiaries retained Consultant G through a consulting agreement with Alstom PROM. Consultant G's primary purpose was not to provide legitimate consulting services to Alstom and its subsidiaries but was instead to make payments to Egyptian officials, including Asem Elgawhary who oversaw the bidding process and who has been charged separately, for the purpose of influencing the award of the contracts.

67. Alstom deviated from its normal policy of paying consultants on a pro-rata basis (corresponding to each payment that Alstom received from the customer) to change the terms of payment for Consultant G so that he received a large payment up front, which provided cash to bribe Egyptian officials, including Elgawhary, for the purpose of securing an improper advantage for Alstom and its subsidiaries in connection with the bidding and awarding of power contracts.

68. Alstom Power US and its co-conspirators were ultimately awarded projects in Egypt, including Nubaria and El Tebbin, and made payments to Consultant G for the purpose of paying Egyptian government officials in exchange for their assistance in awarding projects.

69. Alstom Power US and its co-conspirators took a number of acts to carry out the scheme. For example, on or about July 23, 2003, an Alstom employee sent an e-mail to an Alstom employee in Egypt requesting that the terms of payment for Consultant G be revised to Alstom's standard pro rata payments. In the e-mail, the employee wrote, "[Alstom's office in Paris] would like to see standard terms of payment, i.e. pro rata with the contract, instead of the one as in the keys. Is that a problem with [Consultant G]?"

70. On or about July 27, 2003, the Alstom employee in Egypt replied, "I called [Consultant G] and he does have a problem due to the coverage required etc. … You know what I mean …" (Ellipses in original).

71. On or about October 27, 2003, an Alstom employee sent an e-mail to a number of employees stating that he had spoken to Consultant G regarding a new power project in Egypt and that the terms of payment would be the same as with the Nubaria project – "i.e. 50% on down payment, remaining progress."

72. On or about April 19, 2006, Consultant G sent an e-mail to several Alstom employees requesting payment on an invoice for the Nubaria project. One of the Alstom employees forwarded the e-mail to another Alstom employee responsible for releasing consultancy payments, stating, "FYI, any update on the agent payment?? Perhaps, this is why our payment from [EEHC] is delayed?"

73. From 2004 to 2011, Alstom transferred approximately €5 million to Consultant G's bank account in Germany in connection with the Nubaria project, the El Tebbin project, and others, and Consultant G then transferred more than $3 million to bank accounts for the benefit of Elgawhary and another EEHC official.

74. For example, on or about April 30, 2004, Alstom transferred approximately €467,134 to Consultant G's bank account in Germany, and on or about May 3, 2004, Consultant G then transferred approximately $140,000 to Elgawhary's bank account at Credit Suisse in Switzerland, and on or about June 22, 2004, Consultant G transferred an additional $60,000 to a bank account in Maryland that was owned by Elgawhary and the son-in-law of a high-level official at EEHC.

75. Similarly, on or about May 3, 2007, Alstom transferred approximately €1.1 million to Consultant G's bank account in Germany, and then on or about May 4, 2007, Consultant G then transferred approximately €300,000 to Elgawhary's bank account at Credit Suisse in Switzerland.

CERTIFICATE OF COUNSEL

We are counsel for Alstom Power, Inc. (the "Company") in the matter covered by this Agreement. In connection with such representation, we have examined relevant Company documents and have discussed the terms of this Agreement with the Company's senior management and Board of Directors. Based on our review of the foregoing materials and discussions, we are 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, we have carefully reviewed the terms of this Agreement with the Board of Directors and with Keith Carr, the General Counsel of the Company's ultimate parent. We 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 our 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: December 19, 2014

By: _____

Robert D. Luskin
John S. (Jay) Darden
Squire Patton Boggs (US) LLP
Outside counsel for Alstom Power Inc.

COMPANY OFFICER'S CERTIFICATE

I/we have read this Agreement and carefully reviewed every part of it with outside counsel for Alstom Power, Inc. (the "Company"). I/we understand the terms of this Agreement and voluntarily agree, on behalf of the Company, to each of its terms. Before signing this Agreement, I/we 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/we have carefully reviewed the terms of this Agreement with the Board of Directors of the Company. I/we 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/us, or to my knowledge any person authorizing this Agreement on behalf of the Company, in any way to enter into this Agreement. I/we am also satisfied with outside counsel's representation in this matter.

I/we certify that we are the General Counsel for Alstom S.A. and the Senior Vice President for Alstom S.A., the parent company of Alstom Power Inc. and that I/we have been duly authorized by the Company to execute this Agreement on behalf of the Company.

Date: 12/19/14

ALSTOM POWER, INC.

By: Richard D Austin

Keith Carr
General Counsel of Alstom S.A.
Richard D. Austin
Senior Vice President of Alstom S.A.

ATTACHMENT B

CERTIFICATE OF CORPORATE RESOLUTIONS

WHEREAS, Alstom Power, Inc. (the "Company") has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section and the U.S. Attorney's Office for the District of Connecticut (the "Offices") 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 Offices; and

WHEREAS, Keith Carr, General Counsel of the parent of the Company, and Richard D. Austin, Senior Vice President of the parent of the Company, 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 Offices;

Therefore, the Board of Directors has RESOLVED that:

1. The Company (a) acknowledges the filing of the one-count Information charging the Company with conspiracy to commit offenses 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; and (b) waives indictment on such charges and enters into a deferred prosecution agreement with the Offices;

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 District of Connecticut; 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 Offices 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. Keith Carr, General Counsel of the parent of the Company, and Richard D. Austin, Senior Vice President of the parent of the Company and Corporate Secretary of the Company, are 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 Keith Carr, General Counsel of the parent of the Company, and Richard D. Austin, Senior Vice President of the parent of the Company and Corporate Secretary of Company, may approve;

4. Keith Carr, General Counsel of the parent of the Company, and Richard D. Austin, Senior Vice President of the parent of the Company and Corporate Secretary of Company, are 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 Keith Carr, General Counsel of the parent of the Company, and Richard D. Austin, Senior Vice President of the parent of the Company and Corporate Secretary of Company, 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: 12/19/14

By: Richard D Austin

Richard D. Austin
Corporate Secretary
Alstom Power, 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, Alstom Power, Inc. (the "Company") agrees 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 Company agrees to adopt new or to modify existing internal controls, compliance code, policies, and procedures in order to ensure that it maintains: (a) a system of internal accounting controls designed to ensure that the Company makes and keeps fair and accurate books, records, and accounts; and (b) a rigorous anti-corruption compliance program that includes policies 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 to the extent they are not already part of the Company's existing internal controls, compliance code, policies, and procedures:

High-Level Commitment

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

Policies and Procedures

2. The Company will develop and promulgate a clearly articulated and visible corporate policy against violations of the FCPA and other applicable foreign law counterparts

(collectively, the "anti-corruption laws,"), which policy shall be memorialized in a written compliance code.

3. The Company will develop and promulgate compliance policies and procedures designed to reduce the prospect of violations of the anti-corruption laws and the Company's compliance code, and the Company 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 Company. 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 Company 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 Company shall notify all employees that compliance with the policies and procedures is the duty of individuals at all levels of the company. 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 Company will ensure that it has 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 Company will develop these compliance policies and procedures on the basis of a periodic 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.

6. The Company shall review its 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 Company will assign responsibility to one or more senior corporate executives of the Company for the implementation and oversight of the Company's anti-corruption compliance code, policies, and procedures. Such corporate official(s) shall have the authority to report directly to independent monitoring bodies, including internal audit, the Company's Board of Directors, or any appropriate committee of the Board 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 Company will implement mechanisms designed to ensure that its anti-corruption compliance code, 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 Company, 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 Company 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 Company's anti-corruption compliance code, policies, and procedures, including when they need advice on an urgent basis or in any foreign jurisdiction in which the Company operates.

Internal Reporting and Investigation

10. The Company 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 Company's anti-corruption compliance code, policies, and procedures.

11. The Company 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 Company's anti-corruption compliance code, policies, and procedures.

Enforcement and Discipline

12. The Company will implement mechanisms designed to effectively enforce its compliance code, policies, and procedures, including appropriately incentivizing compliance and disciplining violations.

13. The Company will institute appropriate disciplinary procedures to address, among other things, violations of the anti-corruption laws and the Company's anti-corruption compliance code, policies, and procedures by the Company's 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 Company 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, compliance code, policies, and procedures and making modifications necessary to ensure the overall anti-corruption compliance program is effective.

Third-Party Relationships

14. The Company 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 Company's commitment to abiding by anti-corruption laws, and of the Company's anti-corruption compliance code, policies, and procedures; and

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

15. Where necessary and appropriate, the Company 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 Company's compliance code, policies, or procedures, or the representations and undertakings related to such matters.

Mergers and Acquisitions

16. The Company will develop and implement policies and procedures for mergers and acquisitions requiring that the Company 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 Company will ensure that the Company's compliance code, policies, and procedures regarding the anti-corruption laws apply as quickly as is practicable to newly acquired businesses or entities merged with the Company 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 Company's compliance code, 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 Company will conduct periodic reviews and testing of its anti-corruption compliance code, policies, and procedures designed to evaluate and improve their effectiveness in preventing and detecting violations of anti-corruption laws and the Company's anti-corruption

code, policies, and procedures, taking into account relevant developments in the field and evolving international and industry standards.

ATTACHMENT D

REPORTING REQUIREMENTS

Alstom Power, Inc. (the "Company") agrees that it will report to the Department periodically, at no less than twelve-month intervals during a three-year term, regarding remediation and implementation of the compliance program and internal controls, policies, and procedures described in Exhibit 3, so long as the Company satisfies the monitoring requirements contained in the Negotiated Resolution Agreement between the Company and the World Bank Group, effective February 21, 2012 (the "World Bank Resolution"). Such monitoring requirements will be considered satisfied if the World Bank's Integrity Compliance Office concludes that Alstom has implemented a Corporate Compliance Program that complies with the World Bank's integrity compliance policies and practices, particularly those reflected in the World Bank's Integrity Compliance Guidelines. In the event that the Integrity Compliance Office does not certify that the Company has satisfied the monitoring requirements contained in the World Bank Resolution, the Company shall be required to retain an Independent Compliance Monitor, as described more fully below.

Self Reporting

1. Should the Company discover credible evidence, not already reported to the Department, that possible corrupt payments or possible corrupt transfers of property or interests may have been offered, promised, paid, or authorized by any Company entity or person, or any entity or person working directly for the Company (including its affiliates and any agent), or that related false books and records have been maintained, the Company shall promptly report such conduct to the Department. If in the Company's judgment such a report to the Department would be inconsistent with French law, such as the French Law No. 68-678 of July 26, 1968, as

amended by Law No. 80-538 of July 16, 1980 (the "Blocking Statute"), or other law, the Company shall report such improper activity in writing to any French Authority identified by the Department (the "French Authority"), which may then transmit such information in accordance with French law to the Department. If the Company does report improper activity to the French Authority, the Company shall inform the Department that it intends to do so prior to such report and specify to whom within the French Authority it is reporting the activity.

2. During this three-year period, the Company shall: (1) conduct an initial review and submit an initial report, and (2) conduct and prepare at least two (2) follow-up reviews and reports, as described below:

a. The Company shall provide these reports to its Board of Directors and contemporaneously transmit copies to the French Authority. The French Authority may then transmit such information in accordance with French law to the Department.

b. By no later than one (1) year from the date this Agreement is executed, the Company shall submit to the Department a written report setting forth a complete description of its remediation efforts to date, its proposals reasonably designed to improve the Company's internal controls, policies, and procedures for ensuring compliance with the FCPA and other applicable anti-corruption laws, and the proposed scope of the subsequent reviews. The Company may extend the time period for issuance of the report with prior written approval of the Department.

c. The Company shall undertake at least two (2) follow-up reviews, incorporating the Department's views on the Company's prior reviews and reports, to further monitor and assess whether the Company's policies and procedures are reasonably designed to detect and prevent violations of the FCPA and other applicable anti-corruption laws.

d. The first follow-up review and report shall be completed by no later than one (1) year after the initial review. The second follow-up review and report shall be completed by no later than one (1) year after the completion of the preceding follow-up review. The final follow-up review and report shall be completed and delivered to the Department no later than thirty (30) days before the end of the Term.

e. The reports will likely include proprietary, financial, confidential, and competitive business information. Moreover, public disclosure of the reports could discourage cooperation, impede pending or potential government investigations and thus undermine the objectives of the reporting requirement. For these reasons, among others, 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 except to the extent that the Department determines in its sole discretion that disclosure would be in furtherance of the Department's discharge of its duties and responsibilities or is otherwise required by law.

f. The Company may extend the time period for submission of any of the follow-up reports with prior written approval of the Department.

Independent Compliance Monitor

3. In the event that the Company does not satisfy the monitoring requirements of the World Bank Resolution as described in Paragraph 1 above, the Company agrees to retain an independent compliance monitor (the "Monitor") who is a French national for the term specified in Paragraph 5. The Company agrees to retain the Monitor promptly after the Department's selection pursuant to Paragraph 4 below. The Monitor's duties and authority, and the obligations of the Company with respect to the Monitor and the Department, are set forth in Paragraphs 6-29 below. After consultation with the Department, the Company will propose to the Department a

pool of three (3) qualified candidates to serve as the Monitor within thirty (30) calendar days of a determination by the Integrity Compliance Office that the Company did not satisfy the monitoring requirements contained in the World Bank Resolution. If the Department determines, in its sole discretion, that any of the candidates are not, in fact, qualified to serve as the Monitor, or if the Department, in its sole discretion, is not satisfied with the candidates proposed, the Department reserves the right to seek additional nominations from the Company. The Monitor candidates or their team members shall have, at a minimum, the following qualifications:

a. demonstrated expertise with respect to the FCPA, the anti-corruption provisions of French law, and other applicable anti-corruption laws, including experience counseling on FCPA issues;

b. experience designing and/or reviewing corporate compliance policies, procedures and internal controls, including FCPA and anti-corruption policies, procedures and internal controls;

c. the ability to access and deploy resources as necessary to discharge the Monitor's duties as described in this Exhibit, which is incorporated into the Agreement; and

d. sufficient independence from the Company to ensure effective and impartial performance of the Monitor's duties as described in this Exhibit.

4. The Department retains the right, in its sole discretion, to choose the Monitor from among the candidates proposed by the Company, though the Company may express its preference(s) among the candidates. In the event the Department rejects all proposed Monitors, the Company shall propose an additional three candidates within thirty (30) calendar days after

receiving notice of the rejection. This process shall continue until a Monitor acceptable to both parties is chosen. The Department and the Company will use their best efforts to complete the selection process within sixty (60) calendar days of a determination by the Integrity Compliance Office that the Company did not satisfy the monitoring requirements contained in the World Bank Resolution. If the Monitor resigns or is otherwise unable to fulfill his or her obligations as set out herein and in this Exhibit, the Company shall within thirty (30) calendar days recommend a pool of three qualified Monitor candidates from which the Department will choose a replacement.

5. The Monitor's term shall be three (3) years from the date on which the Monitor is retained by the Company, subject to extension or early termination as described more fully below. The Monitor's powers, duties, and responsibilities, as well as additional circumstances that may support an extension of the Monitor's term, are set forth below. The Company agrees that it will not employ or be affiliated with the Monitor for a period of not less than one (1) year from the date on which the Monitor's term expires. Nor will the Company discuss with the Monitor the possibility of further employment or affiliation during the Monitor's term.

Monitor's Mandate

6. The Monitor's primary responsibility is to assess and monitor the Company's compliance with the terms of the Agreement, including the Corporate Compliance Program in Exhibit 3, so as to specifically address and reduce the risk of any recurrence of the Company's misconduct. During the Term of the Monitorship, the Monitor will evaluate, in the manner set forth below, the effectiveness of the internal accounting controls, record-keeping, and financial reporting policies and procedures of the Company as they relate to the Company's current and ongoing compliance with the FCPA, the anti-corruption provisions of French law, and other

applicable anti-corruption laws (collectively, the "anti-corruption laws") and take such reasonable steps as, in his or her view, may be necessary to fulfill the foregoing mandate (the "Mandate"). This Mandate shall include an assessment of the Board of Directors' and senior management's commitment to, and effective implementation of, the corporate compliance program described in Exhibit 3 of the Agreement.

Company's Obligations

7. The Company shall cooperate fully with the Monitor, and the Monitor shall have the authority to take such reasonable steps as, in his or her view, may be necessary to be fully informed about the Company's compliance program in accordance with the principles set forth herein and applicable law, including applicable data protection and labor laws and regulations, such as, among others, the Blocking Statute. To that end, the Company shall: facilitate the Monitor's access to the Company's documents and resources; not limit such access, except as provided in Paragraphs 9-10; and provide guidance on applicable local law (such as relevant data protection and labor laws). The Company shall provide the Monitor with access to all information, documents, records, facilities, and employees, as reasonably requested by the Monitor, that fall within the scope of the Mandate of the Monitor under the Agreement. The Company shall use its best efforts to provide the Monitor with access to the Company's former employees and its third-party vendors, agents, and consultants.

8. Any disclosure by the Company to the Monitor concerning corrupt payments, false books and records, and internal accounting control failures shall not relieve the Company of any otherwise applicable obligation to truthfully disclose such matters to the Department, pursuant to the Agreement.

Withholding Access

9. The parties agree that no attorney-client relationship shall be formed between the Company and the Monitor. In the event that the Company seeks to withhold from the Monitor access to information, documents, records, facilities, or current or former employees of the Company that may be subject to a claim of attorney-client privilege or to the attorney work-product doctrine, or where the Company reasonably believes production would otherwise be inconsistent with applicable law, the Company shall work cooperatively with the Monitor to resolve the matter to the satisfaction of the Monitor.

10. If the matter cannot be resolved, at the request of the Monitor, the Company shall promptly provide written notice to the Monitor and to the French Authority. The French Authority may then transmit such information in accordance with French Law to the Department. Such notice shall include a general description of the nature of the information, documents, records, facilities or current or former employees that are being withheld, as well as the legal basis for withholding access. The Department may then consider whether to make a further request for access to such information, documents, records, facilities, or employees to be provided by the Company to the French Authority.

Monitor's Coordination with the Company and Review Methodology

11. In carrying out the Mandate, to the extent appropriate under the circumstances, the Monitor should coordinate with Company personnel, including in-house counsel, compliance personnel, and internal auditors, on an ongoing basis. The Monitor may rely on the product of the Company's processes, such as the results of studies, reviews, sampling and testing methodologies, audits, and analyses conducted by or on behalf of the Company, as well as the Company's internal resources (e.g., legal, compliance, and internal audit), which can assist the

Monitor in carrying out the Mandate through increased efficiency and Company-specific expertise, provided that the Monitor has confidence in the quality of those resources.

12. The Monitor's reviews should use a risk-based approach, and thus, the Monitor is not expected to conduct a comprehensive review of all business lines, all business activities, or all markets. In carrying out the Mandate, the Monitor should consider, for instance, risks presented by: (a) the countries and industries in which the Company operates; (b) current and future business opportunities and transactions; (c) current and potential business partners, including third parties and joint ventures, and the business rationale for such relationships; (d) the Company's gifts, travel, and entertainment interactions with foreign officials; and (e) the Company's involvement with foreign officials, including the amount of foreign government regulation and oversight of the Company, such as licensing and permitting, and the Company's exposure to customs and immigration issues in conducting its business affairs.

13. In undertaking the reviews to carry out the Mandate, the Monitor shall formulate conclusions based on, among other things: (a) inspection of relevant documents, including the Company's current anti-corruption policies and procedures; (b) on-site observation of selected systems and procedures of the Company at sample sites, including internal accounting controls, record-keeping, and internal audit procedures; (c) meetings with, and interviews of, relevant current and, where appropriate, former directors, officers, employees, business partners, agents, and other persons at mutually convenient times and places; and (d) analyses, studies, and testing of the Company's compliance program.

Monitor's Written Work Plans

14. To carry out the Mandate, during the Term of the Monitorship, the Monitor shall conduct an initial review and prepare an initial report, followed by at least two follow-up reviews

and reports as described in Paragraphs 20-23 below. With respect to the initial report, after consultation with the Company, the Monitor shall prepare the first written work plan that shall be submitted no fewer than thirty (30) calendar days after being retained to the Company and the French Authority. The French Authority may then transmit such information in accordance with French Law to the Department. The Company and the Department shall have no more than thirty (30) calendar days after receipt of the written work plan to provide comment to the Monitor about the work plan. With respect to each follow-up report, after consultation with the Company, the Monitor shall prepare a written work plan that shall be submitted to the Company and the French Authority at least thirty (30) calendar days prior to commencing a review. The French Authority may then transmit such information in accordance with French Law to the Department. The Company and the Department shall have no more than thirty (30) calendar days after receipt of the work plan to provide comment to the Monitor about the work plan. Any disputes between the Company and the Monitor with respect to any written work plan shall be decided by the Department in its sole discretion.

15. All written work plans shall identify with reasonable specificity the activities the Monitor plans to undertake in execution of the Mandate, including a written request for documents. The Monitor's work plan for the initial review shall include such steps as are reasonably necessary to conduct an effective initial review in accordance with the Mandate, including by developing an understanding, to the extent the Monitor deems appropriate, of the facts and circumstances surrounding any violations that may have occurred before the date of the Agreement. In developing such understanding the Monitor is to rely to the extent possible on available information and documents provided by the Company. It is not intended that the

Monitor will conduct his or her own inquiry into the historical events that gave rise to the Agreement.

Initial Review

16. The initial review shall commence no later than one hundred twenty (120) calendar days from the date of the engagement of the Monitor (unless otherwise agreed by the Company, the Monitor, and the Department). The Monitor shall issue a written report within one hundred twenty (120) calendar days of commencing the initial review, setting forth the Monitor's assessment and, if necessary, making recommendations reasonably designed to improve the effectiveness of the Company's program for ensuring compliance with the anti-corruption laws. The Monitor should consult with the Company concerning his or her findings and recommendations on an ongoing basis and should consider the Company's comments and input to the extent the Monitor deems appropriate. The Monitor may also choose to share a draft of his or her reports with the Company prior to finalizing them. The Monitor's reports need not recite or describe comprehensively the Company's history or compliance policies, procedures and practices, but rather may focus on those areas with respect to which the Monitor wishes to make recommendations, if any, for improvement or which the Monitor otherwise concludes merit particular attention. The Monitor shall provide the report to the Board of Directors of the Company and contemporaneously transmit copies to the French Authority. The French Authority may then transmit such information in accordance with French law to the Department. After consultation with the Company, the Monitor may extend the time period for issuance of the initial report for a brief period of time with prior written approval of the Department.

17. Within one hundred and twenty (120) calendar days after receiving the Monitor's initial report, the Company shall adopt and implement all recommendations in the report, unless,

within sixty (60) calendar days of receiving the report, the Company notifies in writing the Monitor and the Department of any recommendations that the Company considers unduly burdensome, inconsistent with applicable law or regulation, impractical, excessively expensive, or otherwise inadvisable. With respect to any such recommendation, the Company need not adopt that recommendation within the one hundred and twenty (120) days of receiving the report but shall propose in writing to the Monitor and the Department an alternative policy, procedure or system designed to achieve the same objective or purpose. As to any recommendation on which the Company and the Monitor do not agree, such parties shall attempt in good faith to reach an agreement within forty-five (45) calendar days after the Company serves the written notice.

18. In the event the Company and the Monitor are unable to agree on an acceptable alternative proposal, the Company shall promptly consult with the Department. The Department may consider the Monitor's recommendation and the Company's reasons for not adopting the recommendation in determining whether the Company has fully complied with its obligations under the Agreement. Pending such determination, the Company shall not be required to implement any contested recommendation(s).

19. With respect to any recommendation that the Monitor determines cannot reasonably be implemented within one hundred and twenty (120) calendar days after receiving the report, the Monitor may extend the time period for implementation with prior written approval of the Department.

Follow-Up Reviews

20. A follow-up review shall commence no later than one hundred-twenty (120) calendar days after the issuance of the initial report (unless otherwise agreed by the Company,

the Monitor and the Department). The Monitor shall issue a written follow-up report within ninety (90) calendar days of commencing the follow-up review, setting forth the Monitor's assessment and, if necessary, making recommendations in the same fashion as set forth in Paragraph 16 with respect to the initial review. After consultation with the Company, the Monitor may extend the time period for issuance of the follow-up report for a brief period of time with prior written approval of the Department.

21. Within ninety (90) calendar days after receiving the Monitor's follow-up report, the Company shall adopt and implement all recommendations in the report, unless, within thirty (30) calendar days after receiving the report, the Company notifies in writing the Monitor and the Department concerning any recommendations that the Company considers unduly burdensome, inconsistent with applicable law or regulation, impractical, excessively expensive, or otherwise inadvisable. With respect to any such recommendation, the Company need not adopt that recommendation within the ninety (90) calendar days of receiving the report but shall propose in writing to the Monitor and the Department an alternative policy, procedure, or system designed to achieve the same objective or purpose. As to any recommendation on which the Company and the Monitor do not agree, such parties shall attempt in good faith to reach an agreement within thirty (30) calendar days after the Company serves the written notice.

22. In the event the Company and the Monitor are unable to agree on an acceptable alternative proposal, the Company shall promptly consult with the Department. The Department may consider the Monitor's recommendation and the Company's reasons for not adopting the recommendation in determining whether the Company has fully complied with its obligations under the Agreement. Pending such determination, the Company shall not be required to implement any contested recommendation(s). With respect to any recommendation that the

Monitor determines cannot reasonably be implemented within ninety (90) calendar days after receiving the report, the Monitor may extend the time period for implementation with prior written approval of the Department.

23. The Monitor shall undertake a second follow-up review pursuant to the same procedures described in Paragraphs 20-22. Following the second follow-up review, the Monitor shall certify whether the Company's compliance program, including its policies and procedures, is reasonably designed and implemented to prevent and detect violations of the anti-corruption laws. The final follow-up review and report shall be completed and delivered to the Department no later than thirty (30) days before the end of the Term.

Monitor's Discovery of Misconduct

24. Should the Monitor, during the course of his or her engagement, discover that:

- possible corrupt payments (or transfers of property or interests) may have been offered, promised, made, or authorized by any entity or person within the Company or any entity or person working, directly or indirectly, for or on behalf of the Company; or
- false books and records may have been maintained by the Company either (a) after the date on which this Agreement was signed or (b) that have not been adequately dealt with by the Company (collectively "improper activities"), the Monitor shall promptly report such improper activities to the Company's General Counsel, Chief Compliance Officer, and/or Audit Committee for further action. If the Monitor believes that any improper activities may constitute a violation of law, the Monitor also shall report such improper activities to the Department. If in the Monitor's judgment such a report to the Department would be inconsistent

with French law, such as the Blocking Statute, or other law, the Monitor shall report such improper activity in writing to the French Authority, which may then transmit such information in accordance with French law to the Department. The Monitor should disclose improper activities in his or her discretion directly to the Department or the French Authority, as described above, and not to the Company, only if the Monitor believes that disclosure to the Company would be inappropriate under the circumstances, and in such case should disclose the improper activities to the General Counsel, Chief Compliance Officer, and/or the Audit Committee of the Company as promptly and completely as the Monitor deems appropriate under the circumstances. The Monitor shall address in his or her reports the appropriateness of the Company's response to all improper activities, whether previously disclosed to the Department or not. Further, in the event that the Company, or any entity or person working directly or indirectly for or on behalf of the Company, withholds information necessary for the performance of the Monitor's responsibilities, if the Monitor believes that such withholding is without just cause, the Monitor shall disclose that fact in writing to the French Authority (with appropriate notice to the Department). The French Authority may then transmit such information in accordance with French Law to the Department. The Company shall not take any action to retaliate against the Monitor for any such disclosures or for any other reason. The Monitor shall report material criminal or regulatory violations by the Company or any other entity discovered in the course of performing his or her duties, in the same manner as described above. If in the Monitor's judgment such a report to the

Department would be inconsistent with French law, such as the Blocking Statute, or other law, the Monitor shall report such criminal or regulatory violations by the Company to the French Authority, which may then transmit such information in accordance with French law to the Department.

Meetings During Pendency of Monitorship

25. The Monitor shall meet with the Department within thirty (30) calendar days after providing each report to the Department to discuss the report, to be followed by a meeting between the Department, the Monitor, and the Company.

26. At least annually, and more frequently if appropriate, representatives from the Company and the Department will meet together to discuss the monitorship and any suggestions, comments, or improvements the Company may wish to discuss with or propose to the Department, including with respect to the scope or costs of the monitorship.

Provision of Reports and Other Information Via the French Authority

27. It shall not be deemed inconsistent with law if reports or other information otherwise protected by the Blocking Statute may be provided to the Department in accordance with French Law via the French Authority or in some other manner.

28. The Company undertakes to use its best efforts to ensure that any information that might be protected by the Blocking Statute or by other laws that becomes the subject of the Monitor's reviews or reports is provided to the Department expeditiously in accordance with French law via the French Authority or in some other appropriate manner.

Contemplated Confidentiality of Monitor's Reports

29. The reports will likely include proprietary, financial, confidential, and competitive business information. Moreover, public disclosure of the reports could discourage cooperation,

or impede pending or potential government investigations and thus undermine the objectives of the monitorship. For these reasons, among others, 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 except to the extent that the Department determines in its sole discretion that disclosure would be in furtherance of the Department's discharge of its duties and responsibilities or is otherwise required by law.