

DEFERRED PROSECUTION AGREEMENT

Airbus S.E ("Airbus"), by its undersigned representatives pursuant to authority granted by its Board of Directors, and the Director of the Serious Fraud Office (the "SFO") enter into this Deferred Prosecution Agreement (the "Agreement"). This Agreement comes into force on the day when the Court makes a declaration pursuant to Schedule 17, Sections 8(1) and (3) of the Crime and Courts Act 2013.

The terms and conditions of this Agreement are as follows:

The Indictment and Acceptance of Responsibility

1. Airbus agrees that the SFO will prefer an Indictment numbered [xxxxx] ("the Indictment").
2. Airbus agrees that the Statement of Facts is true and accurate to the best of its knowledge and belief.
3. In the event of it becoming necessary for the SFO to pursue the prosecution that is deferred by this Agreement, Airbus agrees that it will not contest the admissibility of, nor contradict, the Statement of Facts in any such proceedings. The Statement of Facts will be treated as an admission by Airbus of the facts stated therein under Section 10 of the Criminal Justice Act 1967 in any criminal proceedings brought against Airbus for the alleged offences contained in the Indictment.

Term of the Agreement

4. This Agreement is effective for a period beginning on the date on which the Court makes a declaration under Schedule 17, Sections 8(1) and (3) of the Crime and Courts Act 2013 and ending three years from that date on the 31 January 2023 (the "Term").

Deferred Prosecution

5. In consideration of:
 - (i) Airbus'
 - a. self-disclosure from April 2016 of conduct set forth in the Statement of Facts; and
 - b. past and future co-operation as described in part A below; and
 - c. disgorgement of profit of €585,939,740; and

- d. payment of a financial penalty in the amount of €398,034,571; and
- e. payment of the SFO's reasonable investigation costs of €6,989,401; and
- f. substantial remediation and ongoing improvements to Airbus' ethics and compliance policies and procedures following the conduct described in the Statement of Facts and detailed at Part E below; and
- g. representation to the SFO that Airbus will remain in existence at least to the expiry of the Agreement, and
- h. agreement, at its own expense, to complete the actions required in part E below,

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

6. The SFO further agrees that if Airbus fully complies with all its obligations under this Agreement, or the Agreement as varied with approval of the Court, the SFO will not continue the prosecution against Airbus upon the Indictment. At the conclusion of the Term, the Agreement will expire, and within 30 days of this Agreement's expiry, the SFO will give notice to the Court and to Airbus that the proceedings under the Indictment are to be discontinued.
7. After the expiry of the Agreement the SFO may institute fresh proceedings if the SFO believes that during the course of negotiations for the Agreement Airbus provided inaccurate, misleading or incomplete information to the SFO and Airbus knew, or ought to have known, that the information was inaccurate, misleading or incomplete.

Scope of Agreement

8. The Agreement brings to a close the SFO's investigation into Airbus and its controlled subsidiaries other than the SFO's separate investigation into GPT (Special Project Management) Ltd ("GPT"). The SFO has indicated that it has no intention of conducting any further investigation or prosecution of Airbus and its controlled subsidiaries (other than GPT) for the matters disclosed to it prior to this Agreement, and in the agreements reached with the PNF, the DOJ and the DOS.
9. The Agreement does not provide any protection against prosecution for any future criminal conduct committed by Airbus or its controlled subsidiaries.

10. The Agreement does not provide any protection against prosecution of any natural persons.

Terms

A. Co-operation

11. Unless released from the obligation to do so by the SFO, Airbus shall retain, for the Term of the Agreement all material gathered as part of its internal investigation, as well as all material gathered in the course of the SFO's investigation leading to this Agreement, for the Term of the Agreement. This provision does not amend or derogate from Sections 2 (16) and (17) of the Criminal Justice Act 1987 nor any other statutory or common law obligation.
12. Airbus shall cooperate fully and honestly with all SFO pre-investigations, investigations and prosecutions during the Term of this Agreement, subject to applicable laws and regulations.
13. At the request of the SFO, Airbus shall also cooperate fully and honestly with any other domestic or foreign law enforcement and regulatory authorities and agencies in any investigation or prosecution of any of its present or former officers, directors, employees, agents, and consultants, or any third party, in any and all matters relating to the conduct which is the subject of the Indictment and described in the Statement of Facts, subject to applicable laws and regulations.
14. Airbus agrees that its cooperation pursuant to paragraphs 11 to 13 shall include, but not be limited to, the following subject to applicable laws and regulations:
 - a. disclosure to the SFO, and, as directed by the SFO, to any other agency or authority, domestic or foreign of all information and material in its possession, custody or control and not protected by a valid claim of legal professional privilege or any other applicable laws against disclosure, in respect of its activities and those of its present and former directors, employees, agents, consultants, contractors and sub-contractors, and any other third parties; and
 - b. use its reasonable endeavours to make available for interview as requested by the SFO, present or former officers, directors, employees, agents and consultants of Airbus.
15. Nothing in paragraphs 11 through 14 is intended to derogate from Airbus' legal rights to raise any defences or assert affirmative claims in criminal, civil, and regulatory

proceedings in other fora or jurisdictions relating to the matters set out in the Statement of Facts, provided such defences and claims do not contradict, in whole or in part, a statement contained in the Statement of Facts or otherwise violate paragraphs 35 through 37 below.

16. During the Term of the Agreement, should any of Airbus' Board of Directors learn of any evidence or allegation of conduct by Airbus, or Airbus' controlled subsidiaries, or by its past, present, or future officers, directors, employees, or agents which (1) any of Airbus' Directors reasonably believes constitutes serious or complex fraud, as that term is used in the SFO's Statement of Principle, and (2) any of Airbus' Board of Directors reasonably believes would satisfy the SFO's criteria for case acceptance set forth therein, Airbus shall promptly report such evidence or allegation to the SFO, subject to applicable laws and regulations.

B. Disgorgement of Profits

17. Airbus agrees to disgorge €585,939,740, and to pay this amount to the SFO for onward transmission to the Consolidated Fund. Failure to do so will constitute a breach of this Agreement.
18. The SFO is not precluded from arguing in any future prosecution that the Court should impose a higher disgorgement amount.

C. Payment of a Financial Penalty

19. The SFO and Airbus agree that Airbus will pay a financial penalty to the SFO for onward transmission to the Consolidated Fund in the amount of €398,034,571.
20. Airbus will pay the financial penalty within 30 days of the Court's declaration under Schedule 17, Sections 8(1) and (3) of the Crime and Courts Act 2013 and, subject to paragraph 18 below, failure to do so will constitute a breach of this Agreement. The payment of the financial penalty is final and shall not be refunded.
21. At the sole discretion of the SFO, late payment of the financial penalty by up to 30 days will not constitute a breach of this agreement but will be subject to interest at the prevailing rate applicable to judgement debts in the High Court on any amount of financial penalty unpaid.
22. The SFO is not precluded from arguing in any future prosecution that the Court should impose a higher financial penalty.

23. Airbus agrees that no tax reduction will be sought in the United Kingdom or elsewhere in connection with the payment of any part of this financial penalty.

D. Costs

24. The SFO and Airbus agree that Airbus will pay the reasonable costs of the SFO's investigation and of entering into this Agreement in the amount of €6,989,401 to the SFO. Airbus will pay this sum to the SFO within 30 days of the Court's declaration under Schedule 17 Sections 8(1) and (3) of the Crime and Courts Act 2013 and, subject to paragraph 25 below, failure to do so will constitute a breach of this Agreement. The payment of costs is final and shall not be refunded.
25. At the sole discretion of the SFO late payment of the SFO's costs by up to 30 days will not constitute a breach of this agreement but will be subject to interest at the prevailing rate applicable to judgement debts in the High Court on any amount of costs unpaid.
26. The SFO is not precluded from arguing in any future prosecution that the Court should impose a higher costs order.
27. Airbus acknowledges that no tax deduction may be sought in the United Kingdom or elsewhere in connection with the payment of any part of this costs order.

E. Corporate Compliance Programme

28. Since identifying the matters set out in the Statement of Facts, Airbus has implemented and will continue to implement compliance and ethics programme improvements designed to enhance its ability to prevent and detect offences contrary to the Bribery Act 2010 and other applicable fraud and anti-corruption laws throughout its operations, including those of Airbus and Airbus controlled subsidiaries. Specifically, in order to address potential deficiencies in its recruitment of external consultants, compliance controls, policies and procedures, since 2015 Airbus has:
- a. Undertaken a group-wide compliance review and regeneration, incurring a significant financial investment. The Airbus "Compliance Journey" has comprised a comprehensive set of initiatives to change Airbus' culture and strengthen the group's assurance activities and operating practices in recruitment, risk management and controls. Key components of that Compliance Journey have included:
 - i. replacement of senior management at Executive Committee level, including appointment of a new CEO, CFO and General Counsel;

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- ii. creating a sub-committee of the Board, titled the Ethics & Compliance Committee to provide independent oversight of the company's Ethics & Compliance programme;
 - iii. the extensive recruitment of external compliance professionals with direct access to the Board and Executive Committee through the General Counsel and the new Chief Ethics & Compliance Officer; and
 - iv. revising Airbus' Code of Conduct and other principles, supported by extensive training;
 - v. strengthening risk management, compliance and internal escalation processes;
 - vi. strengthening contractual-credit governance; and
 - vii. the prohibition on the use of external consultants in any commercial aircraft sales campaign.
- b. Overhauled its systems and approach to financial controls, including a "First and Second line of Defence" with robust reporting embedded in routine operations and the consistent application of standards.
 - c. Been the subject of extensive internal compliance review (including Compliance Verification Visits to test the performance and compliance of a particular subsidiary or region) and external compliance review by the Agence Française Anticorruption ("AFA"), the French Anti-Corruption government body, Price Waterhouse Coopers, Ernst & Young (in its capacity as Airbus' statutory auditors) and the Independent Compliance Review Panel in respect of its culture, ethics and compliance procedures.
29. Under the terms of the Convention Judiciaire d'Intérêt Public ("CJIP") between Airbus and the PNF, Airbus has accepted the appointment of AFA as a monitor. Pursuant to the CJIP, AFA will monitor Airbus' ongoing compliance procedures for 3 years from the date of the CJIP signed between Airbus and the PNF.
30. Notwithstanding the requirements at paragraph 29 above, Airbus has agreed to continue to review and, where necessary and appropriate, modify its compliance programme, including internal controls, compliance policies, and procedures in a manner consistent with all of Airbus' obligations under this Agreement, in order to ensure that Airbus and Airbus controlled
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subsidiaries comply with all applicable anti-corruption laws, including but not limited to, the Bribery Act 2010.

31. Implementation of additional controls, policies and procedures shall not be construed in any future proceedings as providing an automatic statutory defence, immunity or amnesty in respect of conduct occurring subsequent to their implementation. Nothing in this paragraph is intended to derogate from Airbus' legal rights to raise any defences or assert affirmative claims in criminal, civil, and regulatory proceedings in other fora or jurisdictions relating to the matters set out in the Statement of Facts, provided such defences and claims do not contradict, in whole or in part, a statement contained in the Statement of Facts or otherwise violate paragraphs 35 through 37 below.

Breach of the Agreement

32. If, during the Term of this Agreement, the SFO believes that Airbus has failed to comply with any of the terms of this Agreement, the SFO may make a breach application to the Court. In the event that the Court terminates the Agreement the SFO may make an application for the lifting of the suspension of the Indictment associated with the Agreement and thereby reinstitute criminal proceedings.
33. In the event that the SFO believes that Airbus has failed to comply with any of the terms of this Agreement, the SFO agrees to provide Airbus with written notice of such alleged failure prior to commencing proceedings resulting from such failure. Airbus shall, within fourteen (14) days of receiving such notice, have the opportunity to respond to the SFO in writing to explain the nature and circumstances of the alleged failure, as well as any actions Airbus has taken to address and remedy the situation. The SFO will consider the explanation in deciding whether to make an application to the Court.

Sale or merger of Airbus

34. Airbus agrees that in the event that, during the Term of this Agreement, it sells, merges or transfers all or substantially all of its business operations as they exist at the date of this Agreement, whether such sale is an asset sale, merger or transfer it shall include in any contract for sale, merger or transfer a provision binding the purchaser or successor to the obligations described in this Agreement.

Public statements

35. Airbus agrees that it shall not make, and it shall not authorise its present or future lawyers, officers, directors, employees, agents or shareholders, or any other person authorised to speak on Airbus' behalf to make any public statement contradicting the matters described in the Statement of Facts. The decision whether any public statement by any such person

contradicting a matter described in the Statement of Facts will be imputed to Airbus for the purpose of determining whether to apply to the court seeking a finding that Airbus has breached the Agreement lies within the sole discretion of the SFO. If the SFO determines that a public statement by any such person contradicts in whole or in part a matter described in the Statement of Facts, the SFO shall so notify Airbus, and Airbus may avoid the SFO applying to the court seeking a finding that Airbus has breached the Agreement by publicly repudiating such statement(s) within five business days after notification. This paragraph does not apply to any statement made by any present or former director, officer, employee or agent of Airbus in the course of any criminal, civil, or regulatory proceedings instituted against or by the said individual, unless such individual is speaking on behalf of Airbus.

36. Airbus agrees that if it issues a press release or issues any other public statement in connection with this Agreement, Airbus shall first consult with the SFO to determine (a) whether the text of the press release or other proposed public statement are true and accurate with respect to matters between the SFO and Airbus, and (b) whether the SFO has any objection to the release. This paragraph does not apply to any non-public disclosure to any supervisory, regulatory, or judicial body or self-regulatory organisation, however any such disclosure shall remain subject to the terms of paragraph 35.
37. If Airbus believes it is required by law or regulation to issue a press release or otherwise make a public statement in connection with this Agreement on a timetable that precludes it from complying with paragraph 36, Airbus shall inform the SFO of the circumstances, timing, content, and manner of the press release or other public statement as soon as is reasonably practicable after such press release or other public statement is issued, and in doing so shall identify the specific exigency and legal or regulatory provision which Airbus believed required such a press release or public statement to be issued without complying with paragraph 36.

Warranty

38. Subject to applicable laws and regulation, Airbus warrants that:
 - i. the information provided to the prosecutor throughout the Agreement negotiations and upon which the Agreement is based does not knowingly contain inaccurate, misleading or incomplete information relevant to the conduct Airbus has disclosed to the SFO; and
 - ii. subject to applicable laws and regulation, it will notify the SFO and provide where requested any documentation or other material that it becomes aware of whilst this

Agreement is in force which it knows or suspects would have been materially relevant to the offences particularised in the Indictment.

39. Airbus agrees to its legal advisors, Dechert LLP, providing a warranty in the same terms as paragraph 38 above.

Limitations on Binding Effect of Agreement

40. This Agreement is binding on Airbus and the SFO, but specifically does not bind any other component of the UK Government or any other non UK law enforcement body or authority.

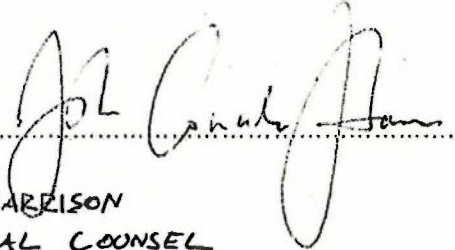
Complete Agreement

41. This Agreement sets forth all the terms of the agreement between Airbus and the SFO. No amendments, modifications, or additions to this Agreement shall be valid unless they are in writing and signed by the SFO and a duly authorised representative of Airbus, and where required under the Deferred Prosecution Agreements Code of Practice, approved by the Court.

Consent

Agreed

For Airbus SE:



Name: JOHN HARRISON

Position: GENERAL COUNSEL

Dated 30 day of JANUARY 2020

For the Serious Fraud Office:



Name: Lisa Osofsky

Position: Director

Dated 31 day of January 2020

