

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;