

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



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Lisa Osofsky

Director of the Serious Fraud Office

2-4 Cockspur Street

London

SW1Y 5BS

28 June 2021

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Dear Serious Fraud Office

**Undertaking made pursuant to the Deferred Prosecution Agreement between Amec Foster Wheeler Energy Limited ("AFWEL") and the Director of the Serious Fraud Office (the "SFO") on 28 June 2021 (the "Agreement")**

We refer to the Agreement. Terms defined in the Agreement have the same meaning in this letter.

1. John Wood Group PLC ("**Wood**"), by its undersigned representatives and pursuant to authority granted by Wood's Board of Directors, hereby undertakes:

1.1. to ensure the performance by AFWEL of all obligations contained within the Agreement including, should AFWEL fail or be unable to do so, to assume responsibility for AFWEL's payment of:

1.1.1. the Disgorgement Amount of £47,815,914.15 (Counts 1 to 9 of the Indictment);

1.1.2. full disgorgement of profits in the amount of US\$3,531,260.40 (Count 10 of the Indictment)<sup>1</sup>;

1.1.3. the Financial Penalty of £46,033,891.98 (Counts 1 to 9 of the Indictment);

1.1.4. payment of a financial penalty in the amount of US\$4,593,750 (Count 10 of the Indictment)<sup>2</sup>;

1.1.5. payment of the SFO's reasonable costs of £3,367,088; and

1.1.6. the Compensation Amount of £210,610.00;

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<sup>1</sup> The US dollar amount reflecting a crediting arrangement with the US Securities and Exchange Commission as regards conduct in Brazil. The relevant currency conversion date will be the date of payment pursuant to paragraph 22 of the DPA. The currency conversion rate will be the applicable rate applied by the SFO's bank as at that date (before onward transmission to the Consolidated Fund (as defined in the Agreement)).

<sup>2</sup> The US dollar amount reflecting a crediting arrangement with the US Department of Justice as regards conduct in Brazil. The relevant currency conversion date will be the date of payment pursuant to paragraph 28 in the DPA. The currency conversion rate will be the applicable rate applied by the SFO's bank as at that date.

- 1.2. to ensure that AFWEL remains in existence, and within Wood's control and ownership during the Term;
- 1.3. where necessary and appropriate, to continue to enhance and modify (further to those improvements detailed at paragraph 38 of the Agreement) the E&C Programme which applies uniformly across Wood's business units (except in relation to certain joint ventures), including internal controls, compliance policies and procedures in order to ensure that it maintains a rigorous E&C Programme that: (i) incorporates policies and procedures in a manner consistent with all of AFWEL's obligations under the Agreement and Wood's obligations pursuant to this Undertaking; and (ii) is designed to prevent effectively and detect breaches of the Bribery Act 2010, and other applicable anti-corruption laws throughout its operations, including those of AFWEL;
- 1.4. to report to the SFO annually during the Term, (in 12 month increments beginning 12 months from the Declaration Date, and with the third and final report to be submitted not less than thirty (30) days prior to the expiration of the Agreement) on the work that it has undertaken and continues to undertake on remediation and implementation of the compliance measures and internal controls, policies and procedures which form the E&C Programme. Such reporting shall, as well as describing AFWEL's (and Wood's as applicable) progress in improving its internal controls, policies, and procedures for ensuring compliance with the Bribery Act 2010 and other applicable anti-corruption laws, include information relating to the continued enhancement of processes and procedures relating to the use of commercial intermediaries, including national sponsors mandated by local law in certain jurisdictions, and the engagement of all Wood subsidiaries, including AFWEL, in joint ventures. The reports shall be transmitted to the Head of Division A, Serious Fraud Office, 2-4 Cockspur Street, London SW1Y 5BS. Wood may extend the time period for submission of the reports with prior written approval of the SFO. To the extent Wood's reporting addresses matters upon which AFWEL is required to report pursuant to the terms of the Agreement, Wood's reporting shall satisfy AFWEL's obligations pursuant to paragraph 40 of the Agreement, and AFWEL shall not be required to submit a separate report. The reports provided by Wood and the contents thereof are intended to remain and shall remain non-public, except as otherwise agreed to by the parties in writing or as required by law;
- 1.5. during the Term, to co-operate fully and honestly with the SFO with any and all SFO pre-investigations, investigations and prosecutions relating to any AFWEL Associated Person, subject to applicable law and regulations;
- 1.6. at the request of the SFO, to co-operate fully and honestly during the Term with any other domestic or foreign law enforcement and regulatory authorities and agencies in any investigation or prosecution of any AFWEL Associated Person in connection with the conduct which is the subject of the Indictment and described in the Statement of Facts, subject to applicable laws and regulations;
- 1.7. during the Term, should Wood's Group General Counsel, Chief Ethics and Compliance Officer or any member of its Board of Directors, become aware of any evidence or allegation of misconduct by Wood, its subsidiaries, AFWEL Associated Persons or AFWEL Parent Company Associated Persons, and he or she reasonably believes that the misconduct would, if established, constitute serious or

complex fraud, as that term is used in the SFO's Statement of Principle, to report such evidence or allegation to the SFO provided there would be no prohibition from doing so by law or regulation. For the avoidance of doubt, nothing in this paragraph is intended to waive a valid assertion of legal professional privilege by Wood;

1.8. not to make, nor authorise any person to make, any public statement contradicting the matters described in the Statement of Facts. If the SFO determines that a public statement by Wood or by any person it believes to be authorised by Wood contradicts in whole or in part a matter described in the Statement of Facts, the SFO shall so notify Wood. If Wood publicly repudiates such statement(s) within five (5) Business Days after notification by the SFO, no breach of the Agreement will have occurred. If Wood does not so publicly repudiate such statements, the SFO may act in accordance with paragraphs 45 and 46 (*Breach*) of the Agreement. This paragraph does not apply to any statement made by any AFWEL Associated Person in the course of any criminal, civil, or regulatory proceedings instituted against or by that person, unless such person has been authorised to speak on behalf of Wood;

1.9. if Wood or any one of its subsidiaries (including AFWEL) wishes to issue a press release or any other public statement in connection with the Agreement, to first consult with the SFO to determine whether (a) the text of the press release or other proposed public statement are true and accurate with respect to matters between the SFO, Wood, and AFWEL, and (b) the SFO has any objection to the release (the SFO's consent not to be unreasonably withheld). This paragraph does not apply to any disclosure to any supervisory, regulatory, or judicial body or self-regulatory organisation, however such disclosure shall not contradict the matters as described in the Statement of Facts. If Wood believes it is required by law or regulation to issue a press release or otherwise make a public statement in connection with the Agreement on a timetable that precludes it from complying with this paragraph, it shall inform the SFO of the circumstances, timing, content, and manner of the press release or other public statement as soon as is reasonably practicable after such press release or other public statement is issued, and in doing so shall identify the specific exigency and legal or regulatory provision which it believed required such a press release or public statement to be issued without complying with this paragraph.

2. For the purpose of the undertakings given at paragraphs 1.5 and 1.6 above, such co-operation shall include, but not be limited to:

2.1. 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 Wood's possession, custody or control (which is not protected by a valid claim of legal professional privilege or any other applicable legal protection against disclosure), in respect of its activities and those of any AFWEL Associated Person; and

2.2. use of Wood's reasonable endeavours to make available for interview, as requested by the SFO, any AFWEL Associated Person.

3. Nothing in this Undertaking is intended to derogate from Wood or AFWEL's legal rights to raise any defence or assert affirmative claims in criminal, civil and regulatory proceedings in England and Wales or

other jurisdictions, provided that such defences and claims do not contradict, in whole or in part, a statement contained in the Statement of Facts.

4. Wood further acknowledges that its undertakings set forth above do not absolve AFWEL of any of AFWEL's obligations under the Agreement, and that if, during the Term, the SFO believes that AFWEL has failed to comply with any of those obligations, whether because of a failure of Wood to comply with the terms of the Undertaking or otherwise, the SFO may proceed as described in paragraphs 45 and 46 (*Breach*) of the Agreement.
5. Further, Wood acknowledges that should it breach any of the undertakings set forth above, the SFO may proceed as described in paragraphs 45 and 46 (*Breach*) of the Agreement.
6. Together, the Agreement and the Undertaking set forth all the terms of the agreement between Wood, AFWEL and the SFO. No amendments, modifications, or additions to this Undertaking shall be valid unless they are in writing and signed by the SFO and a duly authorised representative of Wood.
7. This Undertaking is governed by and construed in accordance with English law. The parties submit to the exclusive jurisdiction of the English courts to settle any dispute arising from or connected with this Undertaking (including a dispute regarding the existence, validity or termination of this Undertaking or relating to any non-contractual or other obligation arising out of or in connection with this Undertaking or its formation).
8. Please acknowledge receipt and acceptance of this Undertaking by signing, dating and returning the enclosed copy.

Yours faithfully



Name: Martin J. McIntyre

Title: Group General Counsel and Company Secretary

(for and on behalf of John Wood Group PLC)

Date: 28 June 2021

We hereby acknowledge receipt and accept the contents of this letter.

Signed (for and on behalf of the SFO):



Date: 29 June 2021