

markets valves and actuators manufactured by other entities throughout the Middle East for the oil, gas, petrochemical, commercial construction, water treatment, and desalination industries. TVC ME conducts business through offices located in Jebel Ali, Dubai, United Arab Emirates (“U.A.E.”).

3. Tyco Flow Control, Inc. (“TFC”), is a Delaware-based company, and thus a “domestic concern,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1)(B). TFC is TVC ME’s direct parent company. TFC operates an independent business division, Tyco Valves & Controls (“TVC”), which itself operates two types of businesses: (1) manufacturing operations, and (2) sales, service and distribution (“SS&D”) operations. The manufacturing operations are responsible for the production of TVC products and sell TVC products primarily to the SS&D operations. TVC ME is an SS&D operation. TVC ME does not manufacture products. TVC ME buys products primarily from various TVC manufacturing operations and performs selling activities, as well as some service activities.

4. Tyco International Limited (“TIL”) was incorporated in Switzerland in March 2009 and had its principal place of business in Switzerland. Prior to March 2009, TIL was incorporated in Bermuda. TIL issued and maintained a class of publicly traded securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934 (15 U.S.C. § 781), which traded on the New York Stock Exchange and, therefore, was an “issuer” within the meaning of the Foreign Corrupt Practices Act (“FCPA”), 15 U.S.C. § 78dd-1(a). TFC is a wholly-owned indirect subsidiary of TIL. TVC ME’s financials were consolidated into the books and records of TFC for the purposes of preparing TFC’s year-end financial statements, and in turn, TFC’s financials were consolidated into the books and records of TIL for the purposes of preparing TIL’s year-end financial statements. TIL then disclosed financial

information to the public through various means, including through the electronic filing of periodic and annual reports on SEC Forms with the SEC. TIL electronically transmitted its filings to the SEC's Electronic Data Gathering, Analysis and Retrieval System ("EDGAR") at the Management Office of Information and Technology in Alexandria, Virginia within the Eastern District of Virginia.

5. "Local Sponsor" was a company in Saudi Arabia that acted as a distributor for TVC ME in Saudi Arabia. Local Sponsor also served as TVC ME's Saudi Arabia office. Several TVC ME employees worked out of the Local Sponsor's office in Saudi Arabia, including TVC ME's Sales Director. As part of this arrangement, the Local Sponsor received a commission on all TVC ME contracts that were booked in Saudi Arabia through the Local Sponsor.

6. Saudi Aramco ("Aramco") was a Saudi Arabian oil and gas company that was wholly-owned, controlled, and managed by the government, and an "agency" and "instrumentality" of a foreign government, as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2). Aramco was one of TVC ME's largest customers in the Middle East.

7. Emirates National Oil Company ("ENOC") was a state-owned entity in Dubai and an "agency" and "instrumentality" of a foreign government, as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2). ENOC was a customer of TVC ME.

8. Vopak Horizon Fujairah ("Vopak") was a subsidiary of ENOC based in the U.A.E. and an "agency" and "instrumentality" of a foreign government, as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2). Vopak was a customer of TVC ME.

9. The National Iranian Gas Company (“NIGC”) was a state-owned entity in Iran and an “agency” and “instrumentality” of a foreign government, as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2). NIGC was a customer of TVC ME.

THE CONSPIRACY

10. Paragraphs 1 through 9 are realleged and incorporated by reference as though fully set forth herein.

11. From in or around 2003, and continuing through in or around 2006, within the Eastern District of Virginia and elsewhere, the defendant, Tyco Valves & Controls Middle East, Inc., did willfully, that is, with the intent to further the objects of the conspiracy, and knowingly conspire, confederate and agree with TVC ME employees, Local Sponsor, and others, known and unknown, to commit an offense against the United States, that is, to willfully make use of the mails and means and instrumentalities of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, and authorization of the payment of any money, offer, gift, promise to give, and authorization of the giving of anything of value, to a foreign official, and to a person, while knowing that all or a portion of such money and thing of value would be and had been offered, given, and promised to a foreign official, for purposes of: (i) influencing acts and decisions of such foreign official in his or her official capacity; (ii) inducing such foreign official to do and omit to do acts in violation of the lawful duty of such official; (iii) securing an improper advantage; and (iv) inducing such foreign official to use his or her influence with a foreign government and agencies and instrumentalities thereof to affect and influence acts and decisions of such government and agencies and instrumentalities, in order to assist TVC ME, TVC employees, and others in obtaining and retaining business for and with, and directing business to, TVC ME and others.

PURPOSE OF THE CONSPIRACY

12. The purpose of the conspiracy was to obtain and retain business from foreign government customers, including Aramco, ENOC, Vopak, NIGC, and other customers, by paying bribes to foreign officials employed by such customers.

MANNER AND MEANS OF THE CONSPIRACY

13. The manner and means by which TVC ME and its co-conspirators sought to accomplish the purpose of the conspiracy included, among other things, the following:

14. TVC ME, together with others, decided to pay bribes to employees of end-customers in Saudi Arabia, the U.A.E., and Iran, including to employees at Aramco, ENOC, Vopak, and NIGC, in order to obtain and retain business.

15. TVC ME, together with others, found ways to obtain cash in order to make the bribe payments.

16. TVC ME, together with others, made payments through Local Sponsor in order to conceal and disguise the bribes.

17. Local Sponsor provided TVC ME with false documentation, such as fictitious invoices for consultancy costs, bills for fictitious commissions, or "unanticipated costs for equipment," to justify the payments to Local Sponsor that were intended to be used for bribes.

18. TVC ME, together with others, approved and made payments to Local Sponsor for the purpose of paying bribes.

19. TVC ME, together with others, paid bribes to employees of foreign government customers in order to remove TVC manufacturing plants from various Aramco "blacklists" or "holds"; win specific bids; and/or obtain specific product approval.

20. TVC ME, together with others, improperly recorded the bribe payments in TVC ME's books, records, and accounts, and instead falsely described the payments, including as consultancy costs, commissions, or equipment costs.

21. TVC ME earned approximately \$1,153,500 in gross margin as a result of the bribe payments.

OVERT ACTS

22. In furtherance of the conspiracy and to achieve its purpose and object, at least one of the conspirators committed, and caused to be committed, in the United States, and elsewhere, the following overt acts, among others:

23. On or about March 10, 2002, a TVC ME employee cashed a check in order to pay a bribe to an Aramco employee to improperly approve the use of a TVC valve in connection with a project proposal.

24. On or about August 2, 2003, TVC ME authorized a transfer from its account with the Local Sponsor to a TVC ME's employee's personal bank account located in the United States for the purpose of paying a bribe to an employee of Aramco to improperly remove TVC products from Aramco's blacklist.

25. On or about October 22, 2003, TVC ME employees emailed each other and authorized an additional bribe payment to improperly remove a TVC manufacturing plant from Aramco's blacklist, stating that TVC ME had agreed "to cover the approx. \$120k service charges" and to "[p]lease ensure you obtain a service invoice before finalizing payment."

26. On or about October 23, 2003, a TVC ME employee requested a wire transfer from the Local Sponsor to Sales Director's bank account in Saudi Arabia.

27. On or about October 25, 2003, the Local Sponsor submitted a fictitious invoice to TVC ME in the same amount as the requested wire transfer described in Paragraph 25 above, for "services to Saudi Aramco."


28. On or about November 6, 2003, a TVC ME employee cashed a check for the purpose of paying a bribe to an ENOC employee.


29. On or about March 9, 2004, a TVC ME employee sent an email discussing a subsea project for Aramco, which stated that the "[a]dditional cost is the consultancy which is 100k for which an invoice will be provided."


(All in violation of Title 18, United States Code, Section 371).

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