U.S. Department of Justice

National Security Division

Counterintelligence and Export Control Section

950 Pennsylvania Avenue, N.W.
Washington, D.C. 20530

December 19, 2024

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Bracewell LLP
711 Louisiana Street, Suite 2300
Houston, TX 77002

Jamie Joiner
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Re: Unicat Catalyst Technologies, LLC

Dear Counsel:

The United States Department of Justice, National Security Division, Counterintelligence and Export Control Section and the United States Attorney's Office for the Southern District of Texas (together, the "Offices") and Unicat Catalyst Technologies, LLC, a limited liability company formed under the laws of Texas and headquartered in Texas, for itself and as successor to Unicat Catalyst Technologies, Inc. (the "Company"), pursuant to the authority granted by its Managers, enter into this Non-Prosecution Agreement ("Agreement").

1. On the understandings specified below, the Offices will not criminally prosecute the Company for any crimes relating to any of the conduct described in the Statement of Facts attached hereto as Attachment A ("Statement of Facts"). To the extent there is conduct disclosed by the Company that is not set forth in the attached Statement of Facts, such conduct will not be exempt from prosecution and is not within the scope of or relevant to this Agreement.

2. The Offices enter into this Non-Prosecution Agreement based on the individual facts and circumstances presented by this case and the Company, including:

(a) the Company received voluntary self-disclosure credit under the National Security Division Enforcement Policy for Business Organizations (the "NSD Enforcement Policy"), because after acquiring the Company, the private equity firm White Deer Management LLC ("White Deer") voluntarily disclosed to the Offices the conduct described in the Statement of Facts under the provisions of that Policy that apply to Voluntary Self-Disclosures in

Connection with Acquisitions (the "NSD M&A Policy"), and White Deer's disclosure was timely under all of the circumstances;

(b) the Company received full credit for its cooperation with the Offices' investigation, including credit for (i) conducting an extensive, thorough, and robust internal investigation during which the Company provided real-time cooperation with the Offices; (ii) proactively identifying issues and facts that would likely be of interest to the Offices, including the individual employees it believed to be most culpable; (iii) providing the Offices with detailed factual summaries and narratives, well organized presentations, and load-ready and authenticated copies, including translations, of supporting documents; (iv) proactively identifying relevant records retained by the Company's employees and agents on personal electronic devices and ephemeral messaging accounts both inside and outside the United States; (v) proactively and lawfully disclosing to the Offices relevant foreign-located records in accordance with disclosure restrictions imposed by foreign data privacy laws; (vi) voluntarily making foreign-based employees available for interviews; and (vii) without being asked by the Offices, voluntarily making a limited waiver of attorney-client privilege so that it could provide the Offices with documents that were especially relevant to the state of mind of certain individuals;

(c) the Company timely remediated by implementing a comprehensive export control and sanctions compliance program, and spending more than $4 million on its investigation and remediation efforts, which include: (i) immediately stopping the illegal conduct upon discovery; (ii) terminating the most culpable employees shortly after discovering the criminal conduct, and disciplining employees who were involved in the misconduct to a lesser extent; (iii) clawing back funds through civil remedies from the most culpable individuals; (iv) appointing a trade compliance manager, implementing a risk-based trade compliance policy, and regularly training employees on export controls and sanctions; (v) establishing periodic audits and risk assessments of the Company's export and sanctions compliance program to confirm that it works in practice; (vi) implementing third-party agreements with suppliers and sales agents that include enhanced trade compliance requirements, including end-user certificates and compliance attestations; (vii) updating compensation metrics to include a compliance requirement for sales commissions; (viii) terminating some sales agent and customer relationships with individuals who actively sold to customers in sanctioned countries or were aware of such sales; and (ix) fostering a company culture that makes clear that compliance with the law is a priority for management and encourages employees to proactively come forward when they identify potential compliance problems;

(d) by conducting business with industrial customers in Iran, Venezuela, Syria, and Cuba, the Company committed serious offenses that harmed the national security of the United States by undermining the economic sanctions and export restrictions imposed by U.S. law. Culpable employees, including the Company's former chief executive officer, also concealed the misconduct by creating false records, and, during pre-acquisition due diligence, falsely represented to White Deer that the Company had complied with applicable economic sanctions and export control laws;

(e) because the Offices have concluded that aggravating factors were present, including the involvement of upper management in the criminal conduct and its concealment, and the Company's repeated violations of national security laws over a period of eight years, the

Company is not entitled to a presumption that it will receive a non-prosecution agreement under the NSD Enforcement Policy. However, the Offices have nonetheless determined that a non-prosecution agreement is appropriate after assessing the severity and prevalence of the aggravating circumstances and the level and degree of the Company's cooperation. Among other things, the Offices considered that the revenue the Company obtained from 23 transactions in violation of U.S. sanctions and export control laws over a period of eight years, represented only approximately 1% of the Company's total revenues during that period, that culpable upper management actively deceived more junior employees about the legality of the Company's business in sanctioned countries when asked, and the Company's exceptional cooperation and extensive remediation described above;

(f) the Company has no prior history of misconduct apart from that reflected in the Statement of Facts;

(g) the Company has committed to continuing its cooperation with regard to any investigation by the Offices as set forth in paragraph 5 below;

(h) the Company has agreed to pay a forfeiture money judgment of $3,325,052.10 representing the proceeds of the sanctions and export control offenses described in the Statement of Facts;

(i) the Company has agreed to pay $3,882,797 in administrative penalties imposed by the United States Department of the Treasury, Office of Foreign Assets Control ("OFAC") for the sanctions violations described in the Statement of Facts (the "OFAC Penalty"), of which OFAC has agreed to deem $3,325,052.10 of the OFAC Penalty satisfied by the Company's payment of the forfeiture money judgment pursuant to this Agreement;

(j) the Company has agreed to pay $391,183 in administrative penalties imposed by the United States Department of Commerce, Bureau of Industry and Security, Office of Export Enforcement ("OEE") for the export control violations described in the Statement of Facts, to which OEE has agreed to credit the Company's payments to OFAC in satisfaction of the OFAC Penalty;

(k) the Company has paid $1,655,189.57 in restitution to the United States Department of Homeland Security, Customs and Border Protection for the tariff avoidance violations described in the Statement of Facts;

(l) based on the Company's remediation and the state of its compliance program, which has proven effective in practice at identifying and preventing the misconduct detailed in the Statement of Facts, and the Company's commitments to maintain its compliance program as described in Attachment C and to report to the Offices on its compliance program as described in Attachment D, the Offices have determined that it is not necessary to require the appointment of an independent compliance monitor as part of this resolution; and

(m) accordingly, after considering (a) through (l) above, the Offices have determined that the appropriate resolution of this case is a non-prosecution agreement with the Company, no criminal monetary penalty, and $3,325,052.10 in forfeiture.

3. 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 set forth in the attached Statement of Facts attached hereto as Attachment A and incorporated by reference into this Agreement, and that the facts described in Attachment A are true and accurate. The Company also admits, accepts, and acknowledges that the facts described in Attachment A constitute violations of law, specifically violations of the International Emergency Economic Powers Act ("IEEPA"), 50 U.S.C. §§ 1705 *et seq.*, including the Iranian Transactions and Sanctions Regulations, 31 C.F.R. Part 560, the Venezuela Sanctions Regulations, 31 C.F.R. Part 591, and the Syria Sanctions Regulations, 31 C.F.R. Part 542; the Trading with the Enemy Act, 50 U.S.C. §§ 4301 *et seq.*, and the Cuban Assets Control Regulations, 31 C.F.R. Part 515; the Export Control Reform Act ("ECRA"), 50 U.S.C. §§ 4801 *et seq.*, and the Export Administration Regulations, 15 C.F.R. Part 730 *et seq.*; 13 U.S.C. § 305, and 18 U.S.C. §§ 545, 554, 1956, and 1957. 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 Statement of Facts attached hereto as Attachment A. The Company agrees that if it, or any of its direct or indirect subsidiaries, investors, or affiliates issues a press release or holds any press conference in connection with this Agreement, the Company shall first consult 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.

4. The Company's obligations under this Agreement shall have a term of three years from the date on which the Agreement is executed (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 or has failed to completely perform or fulfill each of the Company's obligations under this Agreement, an extension or extensions of the Term 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 the breach provisions of this Agreement below. Any extension of the Agreement extends all terms of this Agreement, including the terms of the reporting requirement 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 requirement in Attachment D and that the other provisions of this Agreement have been satisfied, the Agreement may be terminated early.

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 under investigation by the Offices at any time during the Term, subject to applicable law and regulations, including data privacy and national security laws, until the later of the date upon which all investigations and prosecutions arising out of such conduct are concluded, or the end of the Term. At the request of the Offices, the Company shall also cooperate fully with other domestic or foreign law enforcement and regulatory authorities and agencies in any investigation of the 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 under investigation by the Offices at any time during the Term. The Company agrees that its cooperation shall include, but not be limited to, the following:

(a) The Company represents that it has truthfully disclosed all factual information with respect to its activities, those of its affiliates, and those of its present and former directors, officers, employees, agents, and consultants relating to the conduct described in this Agreement and the attached Statement of Facts and other conduct under investigation by the Offices at any time about which the Company has any knowledge and that it shall promptly and truthfully disclose all factual information 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 shall gain 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 including evidence that is responsive to any requests made prior to the execution of this Agreement.

(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 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 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, of such materials as the Offices, in their sole discretion, shall deem appropriate.

6. In addition, during the Term, should the Company learn of evidence or allegations of conduct that may constitute a violation of U.S. export control and sanctions laws, including IEEPA, ECRA, and the Trading with the Enemy Act, the Company shall promptly report such evidence or allegations to the Offices. No later than thirty (30) days after the expiration of the Term of this Agreement, the Company, by the Chief Executive Officer of the Company and the Trade Compliance Manager of the Company, will certify to the Department, in the form of executing the document attached as Attachment E to this Agreement, that the Company has met its disclosure obligations pursuant to 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.

7. The Company represents that it has implemented and will continue to implement a compliance and ethics program that meets, at a minimum, the elements set forth in Attachment C, which is incorporated by reference into this Agreement. Such program must be designed to prevent and detect violations of U.S. export controls and sanctions laws and regulations throughout its operations, including those of its affiliates, agents, and joint ventures, and those of its contractors and subcontractors whose responsibilities include offering or selling the Company's products or services to potentially sanctioned customers or jurisdictions. In addition, 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. Thirty (30) days prior to the expiration of the Term, the Company, by its Chief Executive Officer and Trade Compliance Manager, will certify to the Offices, in the form of executing the document attached as Attachment F to this Agreement, that the Company has met its compliance obligations pursuant to this Agreement.

8. In order to address any deficiencies in its internal 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 controls, policies, and procedures regarding compliance with U.S. export controls and sanctions laws and regulations, as well as other applicable laws and regulations concerning export controls and sanctions. Where necessary and appropriate, the Company agrees to modify its existing compliance program to ensure that it maintains a rigorous compliance program that incorporates relevant internal controls, as well as policies and procedures, designed to effectively detect and deter violations of U.S. export controls and sanctions laws and regulations. In addition, 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.

9. The Company agrees that, as a result of the Company's conduct, including the conduct set forth in the attached Statement of Facts, the Offices could institute a civil and/or criminal forfeiture action against certain funds held by the Company and that such funds would be forfeitable to the United States pursuant to Title 18, United States Code, Sections 981(a)(1)(C) and 982(a)(2) and Title 28, United States Code, Section 2461(c). The Company hereby admits that the facts set forth in the Statement of Facts establish that at least $3,325,052.10, representing the proceeds traceable to the commission of the offenses, are forfeitable to the United States (the "Forfeiture Amount"). The Company agrees to pay the Forfeiture Amount of $3,325,052.10 to the United States, which it will pay in three installments of $1,108,350.70, not including interest, as promptly as possible, but no later than on or before each of February 15, 2025, June 15, 2025, and December 15, 2025. Because the Forfeiture Amount will not be paid before the tenth business day after the date of this Agreement, the Company will pay an additional amount in interest together with each installment payment, which interest payments shall be calculated pursuant to 18 U.S.C. § 3612(f)(2). The Company releases any and all claims it may have to the Forfeiture Amount, agrees that the forfeiture of

such funds may be accomplished either administratively or judicially at the Offices' election, and waives the requirements of any applicable laws, rules, regulations, or procedural requirements governing the forfeiture of assets, including notice of the forfeiture. If the Offices seek to forfeit the Forfeiture Amount judicially or administratively, the Company consents to entry of a final judgment of forfeiture or declaration of forfeiture directed to such funds; and the Company waives any right to assert Eighth Amendment claims or defenses and any defense it may have under Title 18, United States Code, Sections 981-984, including, but not limited to, notice, timeliness of notice, statute of limitations, and venue. The Company agrees to sign any additional documents necessary to complete forfeiture of the Forfeiture Amount. The Company also agrees that it shall not file any claims, petitions for remission, or any other assertion of ownership or request for return relating to the Forfeiture Amount, or any other action or motion seeking to collaterally attack the seizure, restraint, forfeiture, or conveyance of the Forfeiture Amount, nor shall it assist any others in filing any such claims, petitions, actions, or motions.

10. The Company acknowledges that no tax deduction may be sought in connection with the payment of any part of the Forfeiture Amount. The Company shall not seek or accept, directly or indirectly, reimbursement or indemnification from any source with regard to the penalty or disgorgement amounts that the Company pays pursuant to this Agreement or any other agreement entered into with an enforcement authority or regulator concerning the facts set forth in Attachment A, except as the Company may be entitled to under its agreements with sellers entered into prior to the effective date of this Agreement.

11. Any portion of the Forfeiture Amount that is paid is final and shall not be refunded should the Offices later determine that the Company has breached this Agreement and commence a prosecution against the Company. In the event of a breach of this Agreement and subsequent prosecution, the Offices are not limited to the Forfeiture Amount. The Offices agree that in the event of a subsequent breach and prosecution, they will recommend to the Court that the amounts already paid pursuant to this Agreement be offset against whatever forfeiture the Court shall impose as part of its judgment. The Company understands that such a recommendation will not be binding on the Court.

12. 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. 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; (b) in a prosecution for making a false statement; (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. This Agreement does not provide any protection against prosecution for any future conduct by the Company. In addition, this Agreement does not provide any protection against prosecution of any individuals, regardless of their affiliation with the Company.

13. 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, including in connection with its disclosure of information about individual culpability; (c) fails to cooperate as set forth in this Agreement; (d) fails to

implement a compliance program as set forth in this Agreement and Attachment C; (e) commits any acts that would be a violation of U.S. export control or sanctions laws or regulations; or (f) otherwise fails specifically to perform or to fulfill completely each of the Company's obligations under the Agreement, regardless of whether the Offices become aware of such a breach after the Term of the Agreement is complete, 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 conduct described in the attached Statement of Facts, which may be pursued by the Offices in the U.S. District Court for the Southern District of Texas 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 or its personnel. 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. In addition, the Company agrees that the statute of limitations as to any violation of federal law that occurs during the Term will be tolled from the date upon which the violation occurs until the earlier of the date upon which the Offices are made aware of the violation or the duration of the Term plus five years, and that this period shall be excluded from any calculation of time for purposes of the application of the statute of limitations.

14. In the event the Offices determine that the Company has breached this Agreement, the Offices agree to provide the Company with written notice 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 the breach, as well as the actions the Company has taken to address and remediate the situation, which the Offices shall consider in determining whether to pursue prosecution of the Company.

15. 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.

16. Except as may otherwise be agreed by the parties in connection with a particular transaction, the Company agrees that in the event that, during the Term of the Agreement, it undertakes any change in corporate form, including if it sells, merges, or transfers a substantial portion 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, transfer, or other change in corporate form, it shall include in any contract for sale, merger, transfer, or other change in corporate form a provision binding the purchaser, or any successor in interest thereto, to the obligations described in this Agreement.

17. Any purchaser or successor in interest must also agree in writing that the Offices' ability to determine a breach under this Agreement is applicable in full force to that entity. The Company agrees that the failure to include these provisions in the transaction will make any such transaction null and void. The Company shall provide notice to the Offices at least thirty (30) days prior to undertaking any such sale, merger, transfer, or other change in corporate form. The Offices shall notify the Company prior to such transaction (or series of transactions) if they determine that the transaction(s) will have the effect of circumventing or frustrating the enforcement purposes of this Agreement. In addition, if at any time during the Term of the Agreement the Company engages in a transaction(s) that has the effect of circumventing or frustrating the enforcement purposes of this Agreement, the Offices may deem it a breach of this Agreement pursuant to the breach provisions of this Agreement. Nothing herein shall restrict the Company from indemnifying (or otherwise holding harmless) the purchaser or successor in interest for penalties or other costs arising from any conduct that may have occurred prior to the date of the transaction, so long as such indemnification does not have the effect of circumventing or frustrating the enforcement purposes of this Agreement, as determined by the Offices.

18. 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. This Agreement does not provide any protection against prosecution for any future conduct by the Company or any of its present or former parents or subsidiaries. In addition, this Agreement does not provide any protection against prosecution of any individuals, regardless of their affiliation with the Company or any of its present or former parents or subsidiaries.

19. It is further understood that the Offices may disclose this Agreement to the public, and that before the Offices publicly disclose this Agreement, the Company may disclose this Agreement only with the prior written approval of the Offices.

20. Each party shall bear its own costs, attorney's fees, and expenses.

21. 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

Sincerely,

JENNIFER KENNEDY GELLIE
Chief
Counterintelligence and Export Control Section
National Security Division

Date: 12/20/2024 By: _____
Adam P. Barry
Yifei Zheng
Trial Attorneys

ALAMDAR S. HAMDANI
United States Attorney
Southern District of Texas

Date: 12/20/2024 By: _____
S. Mark McIntyre
Assistant United States Attorney

AGREED AND CONSENTED TO:

UNICAT CATALYST TECHNOLOGIES, LLC

Date: 19th December 2024 By: _____

Mark Stuckey
Chief Executive Officer
Unicat Catalyst Technologies, LLC

Date: 19 December 2024 By: _____

Jeffery B. Vaden
Bracewell LLP
Counsel for Unicat Catalyst Technologies, LLC

Date: 12/19/2024 By: _____

Jamie Joiner
Lindsey Roskopf
McGinnis Lochridge L.L.P.
Counsel for Unicat Catalyst Technologies, LLC

ATTACHMENT A

STATEMENT OF FACTS

Relevant Individuals and Entities

1. Unicat Catalyst Technologies, Inc. ("Legacy Unicat") was a petrochemical company based in Alvin, Texas that provided catalyst products and technical services to the petrochemical refining and steel mill industries. Catalysts are substances that change the rate of or conditions for a chemical reaction and are essential technology in the petrochemical and steel industries. In September 2020, Legacy Unicat was acquired by the private equity firm White Deer Management LLC ("White Deer") based in Houston, Texas, which converted Legacy Unicat into the successor entity Unicat Catalyst Technologies, LLC (together with Legacy Unicat, "Unicat"), and merged Unicat's operations with a later-acquired British ceramics and catalyst manufacturing company (the "British Company") in April 2021.

2. "Legacy Unicat CEO" was the co-founder and chief executive officer of Unicat until April 2021, when the chief executive officer of the British Company was named the new Unicat CEO, and the Legacy Unicat CEO transitioned into the role of chief technical officer of the new combined company. Before Legacy Unicat's acquisition by White Deer, Legacy Unicat CEO owned 51% of Legacy Unicat's equity, was a member of Legacy Unicat's board of directors, and directed Legacy Unicat's sales, technical assistance, and operations functions as well as personnel in those functions. Legacy Unicat CEO was a U.S. citizen.

3. Unicat principally sourced its catalysts from catalyst manufacturers based in the People's Republic of China through one of Unicat's co-founders, who acted as Unicat's buying agent in China and held himself out as running Unicat's Chinese "branch office." Unicat also

used a global sales force, based in the Southern District of Texas and elsewhere, to sell and distribute its catalysts.

Relevant Statutes and Regulations

4. The International Emergency Economic Powers Act ("IEEPA"), 50 U.S.C. §§ 1701-1706, authorizes the President of the United States to impose economic sanctions on a foreign country in response to an unusual or extraordinary threat to the national security, foreign policy, or economy of the United States when the President declares a national emergency with respect to that threat. Pursuant to the authority under IEEPA, the President and the executive branch have issued executive orders and regulations governing and prohibiting certain transactions with Iran, Venezuela, and Syria by U.S. persons or involving U.S.-origin goods.

Iran Sanctions Program

5. On March 15, 1995, the President issued Executive Order 12957, finding that "the actions and policies of the Government of Iran constitute an unusual and extraordinary threat to the national security, foreign policy, and economy of the United States" and declaring "a national emergency to deal with that threat." The President has issued subsequent executive orders imposing a comprehensive trade and financial embargo on Iran. *See* Executive Orders 12959 and 13059. These Executive Orders prohibit, among other things, the exportation, reexportation, sale, or supply, directly or indirectly, to Iran of any goods, technology, or services from the United States or by a U.S. person.

6. The Executive Orders authorize the United States Secretary of the Treasury to promulgate rules and regulations necessary to carry out the Executive Orders. To implement the Iran embargo, the United States Department of the Treasury, through the Office of Foreign Assets Control ("OFAC"), issued the Iranian Transactions and Sanctions Regulations ("ITSR"). 31

C.F.R. § 560. With certain limited exceptions not applicable here, the ITSR prohibit, among other things: (1) the export, reexport, sale, or supply, directly or indirectly, of any goods, technology, or services from the United States, or by a U.S. person wherever located, to Iran; and (2) the engagement by a U.S. person in any transaction or dealing in or related to goods, technology, or services for export, reexport, sale, or supply, directly or indirectly, to Iran, without prior authorization or a license from OFAC. These regulations further prohibit any transaction that evades or avoids, or has the purpose of evading or avoiding, any of the prohibitions contained in the ITSR, including the unauthorized export of goods from the United States to a third country if the goods are intended or destined for Iran. *See* 31 C.F.R. §§ 560.203-560.206.

7. At all times relevant to this Statement of Facts, the Executive Orders and the ITSR were in effect.

Venezuela Sanctions Program

8. On March 8, 2015, the President issued Executive Order 13692, finding that "the situation in Venezuela, including the Government of Venezuela's erosion of human rights guarantees, persecution of political opponents, curtailment of press freedoms, use of violence and human rights violations and abuses in response to antigovernment protests, and arbitrary arrest and detention of antigovernment protestors, as well as the exacerbating presence of significant public corruption, constitutes an unusual and extraordinary threat to the national security and foreign policy of the United States," and declared a national emergency to deal with that threat. The President has issued subsequent executive orders continuing and amplifying the original declaration of a national emergency. *See* Executive Orders 13808, 13827, 13835, 13850, 13857, and 13884.

9. To implement Executive Order 13692 and subsequent orders, OFAC issued the Venezuela Sanctions Regulations. *See* 31 C.F.R. § 591. The Venezuela Sanctions Regulations generally prohibit transactions involving any property or interest in property blocked pursuant to Executive Order 13692 and its successor Executive Orders, unless OFAC grants a license under the Venezuela Sanctions Regulations. *See* 31 C.F.R. § 591.201. Executive Order 13884 generally prohibits U.S. persons from engaging in dealings with property or interests of the Government of Venezuela ("GoV"). The GoV is defined as "the state and Government of Venezuela, any political subdivision, agency, or instrumentality thereof, including the Central Bank of Venezuela and Petróleos de Venezuela, S.A. (PdVSA), any person owned or controlled, directly or indirectly, by the foregoing, and any person who has acted or purported to act directly or indirectly for or on behalf of, any of the foregoing, including as a member of the Maduro regime." Executive Order 13884 § 6(d).

10. At all times relevant to this Statement of Facts, the Executive Orders and the Venezuela Sanctions Regulations were in effect.

Syria Sanctions Program

11. On May 12, 2004, the President issued Executive Order 13338, finding that "the actions of the Government of Syria in supporting terrorism, continuing its occupation of Lebanon, pursuing weapons of mass destruction and missile programs, and undermining United States and international efforts with respect to the stabilization and reconstruction of Iraq constitute an unusual and extraordinary threat to the national security, foreign policy, and economy of the United States" and declared a national emergency to deal with that threat. The President has issued subsequent executive orders continuing and amplifying the original

declaration of a national emergency. *See* Executive Orders 13399, 13460, 13572, 13573, 13582, 13606, and 13608.

12. To implement Executive Order 13338 and subsequent orders, OFAC issued the Syrian Sanctions Regulations. *See* 31 C.F.R. § 542. The Syrian Sanctions Regulations generally prohibit transactions involving any property or interest in property blocked pursuant to Executive Order 13338 and its successor Executive Orders, unless OFAC grants a license under the Syrian Sanctions Regulations. *See* 31 C.F.R. § 542.201. They also generally prohibit a U.S. person, wherever located, from transacting or dealing, including purchasing, selling, transporting, swapping, brokering, approving, financing, facilitating, or guaranteeing, in or related to petroleum or petroleum products of Syrian origin. 31 C.F.R. § 542.209.

13. At all times relevant to this Statement of Facts, the Executive Orders and the Syrian Sanctions Regulations were in effect.

14. The ITSR, Venezuela Sanctions Regulations, and Syria Sanctions Regulations prohibit conspiring to and attempting to evade, avoid, or violate the regulations. Willful violations of sanctions regulations constitute criminal offenses under IEEPA. *See* 50 U.S.C. § 1705(c).

Cuba Sanctions Program

15. Beginning with Executive Orders issued in 1960 and 1962, the United States has maintained an economic embargo against Cuba through the enactment of various laws and regulations. Pursuant to the Trading with the Enemy Act ("TWEA"), 50 U.S.C. § 4305(b)(1) *et seq.*, OFAC has promulgated the Cuban Assets Control Regulations (the "Cuba Regulations"), which bar, with a few exceptions not applicable here, the exportation of goods from the U.S. to Cuba without authorization from the U.S. Department of Commerce. 31 C.F.R. § 515.533. The

Cuba Regulations further prohibit "[a]ny transactions for the purpose of which has the effect of evading or avoiding" those restrictions. *Id.* at § 515.201(c).

16. Pursuant to Title 50, United States Code, Section 4315(a) and Title 31, Code of Federal Regulations, Section 501.701, it is a crime to willfully violate any of the regulations issued pursuant to TWEA, including the Cuba Regulations.

The Criminal Scheme

17. Between in or around May 2014 and continuing through August 2021, in the Southern District of Texas and elsewhere, Legacy Unicat CEO conspired and agreed with others to willfully violate U.S. sanctions and export controls by selling, sourcing, exporting, and reexporting catalyst products and services to prohibited customers in Iran, Venezuela, Syria, and Cuba without having first obtained the required approvals from the U.S. government, in violation of U.S. export control and sanctions laws and regulations. Legacy Unicat CEO knew that licenses from the U.S. Department of Treasury and/or the U.S. Department of Commerce were required to conduct business with customers in Iran, Cuba, and Syria, and Venezuelan government customers in Venezuela, but chose not to seek such licenses and instead sought to conceal his illegal activity from the U.S. government and others.

18. Legacy Unicat CEO, as the co-founder, CEO, and co-leader of Unicat, had primary responsibility for Unicat's sales activities and legal compliance. Legacy Unicat CEO organized, directed, and controlled the illegal proposals and transactions with customers in Iran, Venezuela, Cuba, and Syria. Legacy Unicat CEO directed others at Unicat, including subordinate employees in the sales, logistics, and accounting departments, to facilitate the illegal transactions by arranging shipping logistics, creating false business records, ordering catalysts from manufacturers in the People's Republic of China, and recording the transactions in Unicat's

books and records. For many of its transactions with customers in sanctioned countries, Unicat used its buying agent in China to ship the catalysts directly from China to the sanctioned end country.

19. During the course of his illegal conduct, Legacy Unicat CEO directed approximately half a dozen Unicat employees, partners, and agents to facilitate the illegal transactions. Specifically, during the course of his conspiracy, Legacy Unicat CEO directed two or three logistics managers, sales agents and managers, and at least two technical advisors. On some occasions, Legacy Unicat CEO hid the illegal nature of the transactions from his employees, but on other occasions his employees, co-owners, and other board members knew that the transactions were with customers in Iran or other sanctioned countries. Legacy Unicat CEO also directed Unicat's agents, partners, and affiliates in Europe, the People's Republic of China, and the Caribbean to assist him in preparing, bidding on, and fulfilling the illegal transactions.

20. Legacy Unicat CEO and his conspirators took numerous steps to conceal their illegal activities including causing the falsification of export documents submitted to the U.S. Government, using bank accounts located in third-party countries to facilitate the transactions, using coded language in electronic communications, deleting references to sanctioned countries or parties from Unicat's business records, creating false shipping labels and certificates of origin, transshipping through third-party countries, using trading and logistics companies as transshipment points in third-party countries, creating false business records, using non-Unicat email and electronic messaging accounts to discuss and facilitate the illegal transactions, falsely reassuring other Unicat employees that the transactions were legal, providing other Unicat employees with false customer names, and directing foreign business affiliates to facilitate the

illegal transactions. Legacy Unicat CEO took these steps knowingly and willfully and for the purpose of hiding his illegal conduct from the U.S. Government and others.

21. In December 2018, Unicat's board of directors, including Legacy Unicat CEO, held a board meeting to discuss Unicat's business transactions with Iran. After the meeting, Legacy Unicat CEO continued to offer and sell Unicat products to Iran. Also, after the December 2018 board meeting, Legacy Unicat CEO emailed his conspirators in Iran and instructed them that, "we have to be very clear no mention of any thing except Dubai UAE Plant, UAE destination, UAE client . . . no end user mention on any document but UAE." Legacy Unicat CEO gave this instruction for the purpose of concealing his continued illegal transactions with Iran from others at Unicat.

22. Further, in the summer of 2021, after Unicat's new CEO and White Deer learned of potential sanctions violations by Unicat, Legacy Unicat CEO emailed his conspirators in Iran and instructed them to send all future business opportunities regarding Iran to Legacy Unicat CEO's non-Unicat email account and to "not mention" Iran "at all" in any future correspondence with anyone at Unicat. Around this time, Legacy Unicat CEO and his conspirators began using separate, non-Unicat email accounts to further discuss their illegal business activities with Iran.

23. In total, between 2014 and 2021, Unicat submitted dozens of proposals to countries and end users subject to U.S. sanctions, in violation of U.S. law, and completed at least 23 transactions with sanctioned countries or end users. The total gross sales value of the 23 completed transactions was approximately $3,325,052.10.

Iran Sanctions Violations

24. Beginning in approximately 2014, Legacy Unicat CEO began working with a company based in Iran and the United Arab Emirates ("Iran Agent") that Legacy Unicat and

Legacy Unicat's buying agent in China appointed as their exclusive sales representative for Iran. Pursuant to that exclusive sales agent agreement—which Legacy Unicat CEO renewed multiple times—Legacy Unicat submitted dozens of commercial proposals and bids to sell catalyst products and services to customers in Iran between 2014 and 2021 in violation of U.S. sanctions. Legacy Unicat also sold catalysts to customers in Iran through another sales agent based in India.

25. In total, between 2014 and 2021, Unicat, through its employees and agents, including Legacy Unicat CEO, knowingly and willfully completed at least nineteen (19) transactions with customers in Iran for a total sales amount of approximately $1,917,609. The 19 transactions with Iran included the sale of Unicat catalyst products to end users in Iran and, on at least two occasions, the provision of on-site technical consulting services in Iran by Unicat agents. For at least three of these transactions, Legacy Unicat exported catalysts from the United States to a customer in Iran through the United Arab Emirates without an export license and falsely identified the ultimate consignee of the shipment in export control documents, all in violation of the Export Administration Regulations, *see* 15 C.F.R. Part 730 *et seq.*, the Export Control Reform Act, *see* 50 U.S.C. § 4819, and the IEEPA, *see* 50 U.S.C. § 1705.

26. Many of Unicat's Iranian customers were petrochemical refineries, petrochemical companies, and steel plants owned by the Government of Iran, including the Lavan Refinery, the Esfahan Steel Plant, the Bandar Abbas Refinery, the Morvarid Petrochemical Company, the Persian Gulf Star Refinery, Farnikan Engineering Solutions, and Arya Sasol Polymer Company. Some of the Iranian customers listed above have been designated by OFAC because their activities are contrary to U.S. national security or foreign policy interests.

Cuba, Syria and Venezuela Sanctions Violations

27. Between 2014 and 2018, Legacy Unicat, through its employees and agents, including Legacy Unicat CEO, knowingly and willfully sold catalysts to end users in Cuba at least three times. These three transactions were collectively worth approximately $37,211.30.

28. In March 2020, Legacy Unicat CEO knowingly and willfully submitted a bid relating to an end user in Syria that was subject to U.S. sanctions. The transaction involved a petrochemical refinery in Syria that processed Syrian oil.

29. From at least 2020 through 2021, Legacy Unicat CEO also submitted multiple proposals through other sales agents to sell Unicat products to sanctioned customers in Venezuela. Unicat worked with sales agents to submit proposals to customers in Venezuela including the Super Octanos petrochemical facility, Petroquimica de Venezuela (Pequiven), the Comsigua facility, Fertilzantes Nitrogenados de Oriente (FertiNitro), Venprecar, and Orinoco Iron, many of which were owned and controlled by the GoV and subject to U.S. sanctions.

30. In May 2020, Legacy Unicat, through its employees and agents, including Legacy Unicat CEO, sold over 100 steel drums of Unicat petrochemical catalysts to Orinoco Iron in Venezuela for $1,370,231.37, in violation of U.S. law. During this time period, Orinoco Iron was owned and/or controlled by the GoV.

White Deer's Discovery of the Misconduct

31. Before the White Deer Transaction closed, White Deer hired outside legal counsel to perform pre-closing due diligence of Legacy Unicat's international operations. During that diligence process, White Deer did not learn of Legacy Unicat's sanctions violations and Legacy Unicat's sellers provided representations and warranties to White Deer about Legacy Unicat's compliance with U.S. sanctions and export control laws. Unknown to White Deer at the time the

White Deer Transaction closed, however, at least one of the historical sales agent agreements between Legacy Unicat and Iran Agent had been provided to White Deer during the pre-closing due diligence process and overlooked by a junior attorney performing the due diligence review.

32. White Deer discovered Unicat's business with Iranian customers in June 2021 when Unicat's new CEO traveled to the United States to visit Unicat's Alvin, Texas headquarters for the first time following the relaxation of COVID-19 pandemic international travel restrictions. During his visit, Unicat's new CEO was told of a pending transaction with an Iranian customer by an employee with responsibilities for logistics. Immediately upon learning of the pending transaction, the new CEO ordered its cancellation and consulted the White Deer board who retained new outside counsel to investigate.

33. One month after learning of the sanctions violations, White Deer and Unicat self-disclosed the criminal conduct they had discovered to the National Security Division of the U.S. Department of Justice. White Deer and Unicat also self-disclosed these apparent violations of U.S. sanctions and export control laws to OFAC and the U.S. Department of Commerce, Bureau of Industry and Security, Office of Export Enforcement ("OEE").

34. In parallel resolutions coordinated between DOJ, OFAC, and OEE, Unicat has agreed with DOJ to pay a forfeiture money judgment of $3,325,052.10 representing the proceeds of its violations of U.S. sanctions and export control laws, has agreed with OFAC to pay a penalty of $3,882,797 for its violation of U.S. sanctions laws, and has agreed with OEE to pay a penalty of $391,183 for its violation of U.S. export control laws. OFAC has agreed that it will deem $3,325,052.10 of the OFAC Penalty satisfied by Unicat's payment in forfeiture of the proceeds of its violations of U.S. sanctions and export control laws pursuant to its resolution with

DOJ, and OEE has agreed that it will credit Unicat's payments to OFAC pursuant to its resolution with OFAC to the OEE Penalty.

Other Misconduct

35. During the ensuing investigation, Unicat's counsel discovered that Legacy Unicat CEO had devised and implemented a tariff avoidance scheme to provide invoices to the United States Department of Homeland Security, Customs and Border Protection ("CBP") in connection with Legacy Unicat's importation of chemical catalysts that falsely understated the value of the imported catalysts and thus the tariff duties owed to CBP.

36. Unicat disclosed the tariff avoidance scheme to CBP and paid CBP duties, taxes, and fees, plus compounded interest totaling $1,655,189.57.

ATTACHMENT B

CERTIFICATE OF BOARD APPROVAL

WHEREAS, Unicat Catalyst Technologies, LLC (the "Company") has been engaged in discussions with the United States Department of Justice, National Security Division, Counterintelligence and Export Control Section and the United States Attorney's Office for the Southern District of Texas (collectively, the "Offices") regarding issues arising in relation to certain export control and sanctions violations committed by the Company;

WHEREAS, in order to resolve such discussions, it is proposed that the Company enter into a certain agreement with the Offices; and

WHEREAS, the Company's Chief Executive Officer, Mark Stuckey, 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 APPROVED that:

1. The Company (a) enters into this non-prosecution agreement ("Agreement") with the Offices; and (b) agrees to forfeit $3,325,052.10, which will be paid to the United States in accordance with the terms of the Agreement and in the manner described in the Agreement;

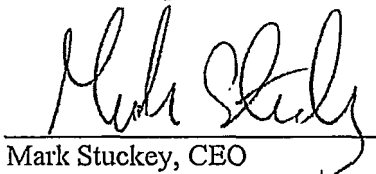
2. The Company accepts the terms and conditions of this Agreement, including, but not limited to, (a) a knowing waiver for purposes of this Agreement and any charges by the United States arising out of the conduct described in the attached Statement of Facts of any objection with respect to venue in the United States District Court for the Southern District of Texas; and (b) 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. The Chief Executive Offer of the Company, Mark Stuckey, is authorized, empowered, and directed, on behalf of the Company to execute the Agreement substantially in such form as reviewed by the Board of Directors at a meeting held on December 18, 2024, with such changes as the Chief Executive Officer of the Company, Mark Stuckey, may approve;

4. The Chief Executive Officer of the Company, Mark Stuckey, is 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 approval; and

5. All of the actions of the Chief Executive Officer of the Company, Mark Stuckey, which actions were authorized by the approval, are severally ratified, confirmed, approved, and adopted as actions on behalf of the Company.

By: 

Mark Stuckey, CEO
Unicat Catalyst Technologies, LLC

19th December 2024
Date

ATTACHMENT C

CORPORATE COMPLIANCE PROGRAM

In order to address any deficiencies in its internal controls, compliance code, policies, and procedures regarding compliance with the International Emergency Economic Powers Act ("IEEPA"), 50 U.S.C. §§ 1705 *et seq.*, the Export Control Reform Act ("ECRA"), 50 U.S.C. §§ 4801 *et seq.*, the Trading with the Enemy Act ("TWEA"), 50 U.S.C. §§ 4301 *et seq.,* and other applicable export control and sanctions laws, Unicat Catalyst Technologies, LLC (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 modify its compliance program, including internal controls, compliance policies, and procedures in order to ensure that it maintains a rigorous export control and sanctions compliance program that incorporates relevant policies and procedures designed to effectively detect and deter violations of IEEPA, ECRA, TWEA, and other applicable export control and sanctions laws and regulations. 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:

Commitment to Compliance

1. The Company will ensure that its directors and senior management continue to provide strong, explicit, and visible support and commitment to compliance with its corporate policy against violations of export control and sanctions laws, its compliance policies, and its

Code of Conduct, and demonstrate rigorous support for compliance principles via their actions and words.

2. The Company will continue to ensure that mid-level management throughout its organization reinforce leadership's commitment to compliance policies and principles and encourage employees to abide by them. The Company will maintain a culture of ethics and compliance with the law in their day-to-day operations at all levels of the Company.

Periodic Risk Assessment and Review

3. The Company will maintain a risk management process to identify, analyze, and address the individual circumstances of the Company, in particular the export control and sanctions risks facing the Company.

4. On the basis of its periodic risk assessment, the Company shall take appropriate steps to design, implement, or modify each element of its compliance program to reduce the risk of violations of the export control and sanctions laws, its compliance policies, and its Code of Conduct.

Policies and Procedures

5. The Company will maintain a clearly articulated and visible corporate policy against violations of IEEPA, ECRA, TWEA, and other applicable export control and sanctions laws (collectively, the "export control and sanctions laws"), which shall be memorialized in a written compliance policy or policies.

6. The Company will maintain compliance policies and procedures designed to reduce the prospect of violations of the export control and sanctions laws and the Company's compliance policies and Code of Conduct, and the Company will continue to take appropriate measures to encourage and support the observance of ethics and compliance policies and procedures against

violations of the export control and sanctions laws by personnel at all levels of the Company. These export control and sanctions law 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 all 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. Customer due diligence, including sanctions list screening;

b. End user certificates;

c. Applicability of U.S. sanctions laws and regulations to overseas activities;

d. Compliance responsibilities of sales agents;

e. High-risk jurisdictions; and

f. Export control and sanctions compliance language in business contracts.

7. The Company shall review its export control and sanctions compliance policies and procedures as necessary to address changing and emerging risks and update them as appropriate to ensure their continued effectiveness, taking into account relevant developments in the field and evolving international and industry standards.

Independent, Autonomous, and Empowered Oversight

8. The Company will continue to maintain assignment of responsibility to one or more senior corporate executives of the Company for the implementation and oversight of the Company's export control and sanctions compliance 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 Company's

Board of Directors, and shall have an adequate level of autonomy from management as well as sufficient resources, authority, and support from senior leadership to maintain such autonomy.

Training and Guidance

9. The Company will maintain mechanisms designed to ensure that its Code of Conduct and export control and sanctions compliance 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 an export control or sanctions risk to the Company, and, where necessary and appropriate, agents and business partners; and (b) metrics for measuring knowledge retention and effectiveness of the training. The Company will continue to conduct training in a manner tailored to the audience's size, sophistication, or subject matter expertise and, where appropriate, will discuss prior compliance incidents.

10. 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 export control and sanctions compliance policies and procedures, including when they need advice on an urgent basis or in any foreign jurisdiction in which the Company operates.

Confidential Reporting Structure and Investigation of Misconduct

11. 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

export control and sanctions laws or the Company's Code of Conduct or export control and sanctions compliance policies and procedures.

12. 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 export control and sanctions laws or the Company's export control and sanctions compliance policies and procedures.

Compensation Structures and Consequence Management

13. The Company will maintain, or where necessary establish, clear mechanisms to incentivize behavior amongst all directors, officers, employees, and, where necessary and appropriate, parties acting on behalf of the Company that comply with its corporate policy against violations of the export control and sanctions laws, its compliance policies, and its Code of Conduct. These incentives shall include, but shall not be limited to, the implementation of criteria related to compliance in the Company's compensation and bonus system subject to local labor laws.

14. The Company will maintain, or where necessary establish, appropriate disciplinary procedures to address, among other things, violations of the export control and sanctions laws and the Company's Code of Conduct and export control and sanctions compliance 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 maintain, or where necessary establish, 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, Code of Conduct, and

compliance policies and procedures and making modifications necessary to ensure the overall export control and sanctions compliance program is effective.

Third-Party Management

15. The Company will maintain 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 export control and sanctions laws, and of the Company's Code of Conduct and export control and sanctions compliance policies and procedures; and

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

16. The Company will continue to engage in ongoing monitoring and risk management of third-party relationships through updated due diligence, training, audits, and/or annual compliance certifications by the third party.

17. Where necessary and appropriate, the Company will continue to include standard provisions in agreements, contracts, and renewals thereof with all agents and business partners that are reasonably calculated to prevent violations of the export control and sanctions laws, which may, depending upon the circumstances, include: (a) export control and sanctions representations and undertakings relating to compliance with the export control and sanctions laws; and (b) rights to terminate an agent or business partner as a result of any breach of the export control and sanctions laws, the Company's Code of Conduct or compliance policies, or procedures, or the representations and undertakings related to such matters.

Mergers and Acquisitions

18. 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 export control and sanctions due diligence by legal, accounting, and compliance personnel.

19. The Company will ensure that the Company's Code of Conduct and compliance policies and procedures regarding the export control and sanctions 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 Paragraphs 9-10 above on the export control and sanctions laws and the Company's compliance policies and procedures regarding export control and sanctions laws; and

b. where warranted, conduct a U.S. export control and sanctions-specific audit of all newly acquired or merged businesses as quickly as practicable;

Monitoring and Testing

20. The Company will continue to conduct periodic reviews and testing of all elements of its compliance program to evaluate and improve their effectiveness in preventing and detecting violations of export control and sanctions laws and the Company's Code of Conduct and export control and sanctions compliance policies and procedures, taking into account relevant developments in the field and evolving international and industry standards.

21. The Company will ensure that compliance and control personnel have sufficient direct or indirect access to relevant sources of data to allow for timely and effective monitoring and/or testing of transactions.

Analysis and Remediation of Misconduct

22. The Company will continue to conduct a root cause analysis of misconduct, including prior misconduct, to identify any systemic issues and/or any control failures. The Company will timely and appropriately remediate the root causes of misconduct. The Company will ensure that root causes, including systemic issues and controls failures, and relevant remediation are shared with management as appropriate.

ATTACHMENT D

REPORTING REQUIREMENTS

Unicat Catalyst Technologies, LLC (the "Company") agrees to report to the Counterintelligence and Export Control Section of the National Security Division of the U.S. Department of Justice ("NSD") and the United States Attorney's Office for the Southern District of Texas ("the Office") 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 Attachment C. During this three-year term, the Company shall: (1) conduct an initial review and submit an initial report, and (2) conduct and prepare at least two follow-up reviews and reports, as described below:

1. By no later than one year from the date this Agreement is executed, the Company shall submit to NSD and the Office a written report setting forth a complete description of its remediation efforts to date, its proposals reasonably designed to improve its internal controls, policies, and procedures for ensuring compliance with the International Emergency Economic Powers Act ("IEEPA"), 50 U.S.C. §§ 1705 *et seq.*; the Trading with the Enemy Act ("TWEA"), 50 U.S.C. §§ 4301 *et seq.*; the Export Control Reform Act ("ECRA"), 50 U.S.C. §§ 4801 *et seq.*; and other applicable export control and sanctions laws, and the proposed scope of the subsequent reviews. The report shall be transmitted to the Chief Counsel for Corporate Enforcement of the National Security Division, U.S. Department of Justice, 950 Pennsylvania Avenue, N.W., Washington, D.C. 20530, and the United States Attorney for the Southern District of Texas, 1000 Louisiana, Ste. 2300, Houston, TX 77002. The Company may extend the period for issuance of the report with prior written approval of NSD and the Office.

2. The Company shall undertake at least two follow-up reviews and reports incorporating NSD's and the Office'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 IEEPA, TWEA, ECRA, and other applicable export control and sanctions laws.

3. The first follow-up review and report shall be completed by no later than one year after the initial report is submitted to NSD and the Office. The second follow-up review and report shall be completed and delivered to NSD and the Office no later than thirty days before the end of the three-year term described in Paragraph 1.

4. 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 NSD and the Office determine in their sole discretion that disclosure would be in furtherance of NSD's and the Office's discharge of their duties and responsibilities or is otherwise required by law.

5. The Company may extend the period for submission of any of the follow-up reports with prior written approval of NSD and the Office.

ATTACHMENT E

DISCLOSURE CERTIFICATION

To: United States Department of Justice
National Security Division
Counterintelligence and Export Control Section
Attention: Chief Counsel for Corporate Enforcement

United States Attorney's Office
Southern District of Texas
Attention: United States Attorney

Re: Non-Prosecution Agreement Disclosure Certification

The undersigned certify, pursuant to Paragraph 6 of the non-prosecution agreement ("the Agreement") entered into on December, 20, 2024, by and between the United States Department of Justice, National Security Division, Counterintelligence and Export Control Section and the United States Attorney's Office for the Southern District of Texas (collectively, the "Offices") and Unicat Catalyst Technologies, LLC (the "Company"), that undersigned are aware of the Company's disclosure obligations under Paragraph 6 of the Agreement, and that the Company has disclosed to the Offices any and all evidence or allegations of conduct required pursuant to Paragraph 6 of the Agreement, which includes evidence or allegations of conduct that may constitute a violation of U.S. export control or sanctions laws by the Company's employees or agents ("Disclosable Information"). This obligation to disclose information extends to any and all Disclosable Information that has been identified through the Company's compliance and controls program, whistleblower channel, internal audit reports, due diligence procedures, investigation process, or other processes. The undersigned further acknowledge and agree that the reporting requirements contained in Paragraph 6 and the representations contained in this certification constitute a significant and important component of the Agreement and of the Offices' determination whether the Company has satisfied its obligations under the Agreement.

The undersigned hereby certify that they are the Chief Executive Officer and the Trade Compliance Manager of the Company, respectively, and that each has been duly authorized by the Company to sign this Certification on behalf of the Company.

This Certification shall constitute a material statement and representation by the undersigned and by, on behalf of, and for the benefit of, the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and such material statement and representation shall be deemed to have been made in the Southern District of Texas. This Certification shall also constitute a record, document, or tangible object in connection with a matter within the jurisdiction of a department and agency of the United States for purposes of 18 U.S.C. § 1519, and such record, document, or tangible object shall be deemed to have been made in the Southern District of Texas.

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Executive Officer
Unicat Catalyst Technologies, LLC

Date: _____ Name (Printed): _____

Name (Signed): _____
Trade Compliance Manager
Unicat Catalyst Technologies, LLC

ATTACHMENT F

COMPLIANCE CERTIFICATION

To: United States Department of Justice
National Security Division
Counterintelligence and Export Control Section
Attention: Chief Counsel for Corporate Enforcement

United States Attorney's Office
Southern District of Texas
Attention: United States Attorney

Re: Non-Prosecution Agreement Compliance Certification

The undersigned certify, pursuant to Paragraph 7 of the Non-Prosecution Agreement entered into on December 20, 2024, by and between the Department of Justice, National Security Division, Counterintelligence and Export Control Section and the United States Attorney's Office for the Southern District of Texas (the "Offices") and Unicat Catalyst Technologies, LLC (the "Company") (the "Agreement"), that the undersigned are aware of the Company's compliance obligations under Paragraph 7 of the Agreement, and that, based on a review of the Company's reports submitted to the Offices pursuant to Paragraph 7 of the Agreement, the reports are true, accurate, and complete.

In addition, the undersigned certify that, based on the undersigned's review and understanding of the Company's export control and sanctions compliance program, the Company has implemented an export control and sanctions compliance program that meets the requirements set forth in Attachment C to the Agreement. The undersigned certifies that such compliance program is reasonably designed to detect and prevent violations of export controls and sanctions laws throughout the Company's operations.

The undersigned hereby certify that they are respectively the Chief Executive Officer of the Company and the Trade Compliance Manager of the Company and that each has been duly authorized by the Company to sign this Certification on behalf of the Company.

This Certification shall constitute a material statement and representation by the undersigned and by, on behalf of, and for the benefit of, the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and such material statement and representation shall be deemed to have been made in the Southern District of Texas. This Certification shall also constitute a record, document, or tangible object in connection with a matter within the jurisdiction of a department and agency of the United States for purposes of 18 U.S.C. § 1519, and such record, document, or tangible object shall be deemed to have been made in the Southern District of Texas.

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Executive Officer
Unicat Catalyst Technologies, LLC

Date: _____ Name (Printed): _____

Name (Signed): _____
Trade Compliance Manager
Unicat Catalyst Technologies, LLC