UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): October 16, 2024 (October 15, 2024)

RTX CORPORATION
(Exact name of registrant as specified in its charter)

Delaware	**001-00812**	**06-0570975**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

1000 Wilson Boulevard, Arlington, Virginia 22209
(Address of principal executive offices, including zip code)

(781) 522-3000
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock ($1 par value) (CUSIP 75513E 101)	**RTX**	**New York Stock Exchange**
2.150% Notes due 2030 (CUSIP 75513E AB7)	**RTX 30**	**New York Stock Exchange**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 8.01. Other Events.

On October 15, 2024, Raytheon Company ("Raytheon"), a wholly-owned subsidiary of RTX Corporation (the "Company"), entered into a deferred prosecution agreement ("DPA") ("DPA-1") with the Department of Justice ("DOJ"), and on October 16, 2024, the Company became subject to an administrative order issued by the Securities and Exchange Commission ("SEC") to resolve the previously disclosed criminal and civil government investigations into payments made by Raytheon and its joint venture, Thales-Raytheon Systems ("TRS"), in connection with certain Middle East contracts since 2012. On October 16, 2024, Raytheon also entered into a DPA ("DPA-2") and a False Claims Act ("FCA") settlement agreement (the "FCA Settlement Agreement") with the DOJ to resolve previously disclosed criminal and civil government investigations into defective pricing claims for certain legacy Raytheon contracts entered into between 2011 and 2013 and in 2017. The Company agreed to certain terms and obligations in DPA-1 and DPA-2.

Pursuant to DPA-1, the DOJ will defer, for a period of three years, criminal prosecution of Raytheon related to Raytheon's conspiracy to violate the anti-bribery provisions of the Foreign Corrupt Practices Act ("FCPA") and conspiracy to violate the Arms Export Control Act ("AECA") by failing to make related disclosures of certain payments that qualified as fees, commissions and/or political contributions under Part 130 of the International Traffic in Arms Regulations ("ITAR"). If Raytheon and the Company each fully complies with all of their respective obligations in DPA-1 during the DPA's three-year term, the DOJ will move for dismissal with prejudice of the deferred charges against Raytheon. DPA-1 provides for a criminal monetary penalty and forfeiture of $282 million to be paid to the DOJ within 10 business days. In addition, the SEC's administrative cease and desist order found that Raytheon violated the anti-bribery, books and records, and internal controls provisions of the FCPA. The order provides for a $102 million payment to the SEC that includes disgorgement, prejudgment interest on disgorgement, and a civil penalty to be paid within 14 calendar days.

Pursuant to DPA-2, the DOJ will defer, for a period of three years, criminal prosecution of Raytheon related to two counts of major fraud against the United States by Raytheon involving two legacy contracts. If Raytheon and the Company each fully complies with all of their respective obligations in DPA-2 during the DPA's three-year term, the DOJ will move for dismissal with prejudice of the deferred charge against Raytheon. DPA-2 provides for a criminal penalty in the amount of $147 million to be paid within 10 business days, and the FCA Settlement Agreement provides for an FCA settlement payment in the amount of $428 million, which includes restitution, plus interest, to be paid within 7 calendar days.

Under DPA-1, DPA-2, and the SEC's administrative order, Raytheon and the Company are required to retain an independent compliance monitor(s) satisfactory to the DOJ and the SEC and are required to undertake compliance self-reporting obligations for a three-year term. The compliance monitor(s) will oversee Raytheon's and the Company's compliance with their respective obligations under DPA-1, DPA-2, and the SEC's administrative order.

The amounts to be paid in connection with these matters as described above are consistent with those accrued as of June 30, 2024 and disclosed in our Form 10-Q for the quarter ended June 30, 2024.

The foregoing descriptions of DPA-1, DPA-2, FCA Settlement Agreement, and the SEC's administrative order are qualified in their entirety by reference to the DPA-1, DPA-2, FCA Settlement Agreement, and the SEC's administrative order, a copy of each of which is filed as Exhibit 99.1, Exhibit 99.2, Exhibit 99.3, and Exhibit 99.4, respectively, to this report and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
99.1	Deferred Prosecution Agreement between Raytheon Company and the U.S. Department of Justice dated October 15, 2024.
99.2	Deferred Prosecution Agreement between Raytheon Company and the U.S. Department of Justice dated October 16, 2024.
99.3	Settlement Agreement between Raytheon Company and the U.S. Department of Justice dated October 16, 2024.
99.4	Securities and Exchange Commission Administrative Order dated October16, 2024.
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

RTX CORPORATION
(Registrant)

Date: October 16, 2024

By: /s/ RAMSARAN MAHARAJH
Ramsaran Maharajh
Executive Vice President and General Counsel

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

CASE NO._____

UNITED STATES OF AMERICA

v.

RAYTHEON COMPANY,

Defendant.

_____/

DEFERRED PROSECUTION AGREEMENT

Defendant Raytheon Company (the "Company"), pursuant to authority granted by the Company's Board of Directors reflected in Attachment B, and the United States Department of Justice, Criminal Division, Fraud Section ("Fraud Section") and National Security Division, Counterintelligence and Export Control Section ("CES"), and the U.S. Attorney's Office for the Eastern District of New York ("EDNY") (together, the "Offices") enter into this deferred prosecution agreement (the "Agreement"). RTX Corporation ("RTX"), which is not a defendant in this matter, also agrees, pursuant to the authority granted by RTX's Board of Directors, to certain terms and obligations of the Agreement as described below. The terms and conditions of this Agreement are as follows:

Criminal Information and Acceptance of Responsibility

1. The Company acknowledges and agrees that the Offices will file the attached two- count criminal Information in the United States District Court for the Eastern District of New York charging the Company with: (i) one count of conspiracy to commit an offense against the United States, in violation of Title 18, United States Code, Section 371, that is, to violate the anti-bribery

provisions of the Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, Title 15, United States Code, Section 78dd-1; and (ii) one count of conspiracy to commit an offense against the United States, in violation of Title 18, United States Code, Section 371, that is, to violate the Arms Export Control Act ("AECA"), 22 U.S.C. § 2778 *et seq.*, and Part 130 of its implementing regulations, the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. §§ 120-130, as well as a criminal forfeiture allegation. In so doing, the Company: (a) knowingly waives any right it may have to indictment on these charges, as well as all rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); (b) knowingly waives any objection with respect to venue to any charges by the United States arising out of the conduct described in the Statement of Facts attached hereto as Attachment A ("Statement of Facts") and consents to the filing of the Information, as provided under the terms of this Agreement, in the United States District Court for the Eastern District of New York; and (c) agrees that the charges in the Information and any charges arising from the conduct described in the Statement of Facts are not time-barred by the applicable statute of limitations on the date of the signing of this Agreement. The Offices agree to defer prosecution of the Company pursuant to the terms and conditions described below.

2. 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 charged in the Information, and as set forth in the Statement of Facts, and that the allegations described in the Information and the facts described in the Statement of Facts are true and accurate. The Company and RTX agree that, effective as of the date the Company signs this Agreement, in any prosecution that is deferred by this Agreement, the Company and RTX will not dispute the Statement of Facts set forth in this Agreement, and, in any such prosecution, the Statement of Facts shall be admissible

as: (a) substantive evidence offered by the government in its case-in-chief and rebuttal case; (b) impeachment evidence offered by the government on cross-examination; and (c) evidence at any sentencing hearing or other hearing. In addition, in connection therewith, the Company and RTX agree not to assert any claim under the United States Constitution, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal Procedure, Section 1B1.1(a) of the United States Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines"), or any other federal rule that the Statement of Facts should be suppressed or is otherwise inadmissible as evidence in any form.

Term of the Agreement

3. This Agreement is effective for a period beginning on the date on which the Information is filed and ending three years from the later of the date on which the Information is filed or the date on which the independent compliance monitor (the "Monitor") is retained by the Company, as described in Paragraphs 16 to 19 below (the "Term"). The Company and RTX agree, however, that, in the event the Offices determine, in their sole discretion, that the Company or RTX has knowingly violated any provision of this Agreement or has failed to completely perform or fulfill each of the Company's or RTX'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 Paragraphs 22 to 26 below. Any extension of the Agreement extends all terms of this Agreement, including the terms of the monitorship 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 monitorship in Attachment D, and that the other provisions of this Agreement have been satisfied, the Agreement may be terminated early.

Relevant Considerations

4. The Offices enter into this Agreement based on the individual facts and circumstances presented by this case, including:

The FCPA Case

a. the nature and seriousness of the offense conduct, as described in the Statement of Facts, including the Company's participation in a bribery scheme to obtain defense contracts from the government of Qatar;

b. the Company did not receive voluntary disclosure credit pursuant to the Criminal Division's Corporate Enforcement and Voluntary Self-Disclosure Policy, or pursuant to U.S.S.G. § 8C2.5(g)(1), because it did not voluntarily and timely disclose to the Offices the conduct described in the Statement of Facts;

c. the Company received credit for its cooperation with the Offices' investigation pursuant to U.S.S.G. § 8C2.5(g)(2) because it cooperated with the investigation and demonstrated recognition and affirmative acceptance of responsibility for its criminal conduct; the Company also received credit for its cooperation and remediation pursuant to the Criminal Division's Corporate Enforcement and Voluntary Self-Disclosure Policy. The Company's cooperation included, among other things, (i) providing information obtained through its internal investigation, which allowed the government to preserve and obtain evidence as part of its own independent investigation; (ii) facilitating interviews with current and former employees; (iii) making detailed factual presentations to the Offices; (iv) proactively disclosing certain evidence of which the Offices were previously unaware and identifying key documents in materials produced by the Company; and (v) engaging experts to conduct financial analyses. However, in the initial phases of the investigation, prior to in or around 2022, the Company was at times slow

to respond to the Offices' requests and failed to provide relevant information in its possession; for example, the Company withheld relevant, material information from the government and gave incomplete and misleading presentations regarding the nature and scope of a relevant third-party intermediary relationship;

d. the Company and RTX provided to the Offices all relevant facts known to them, including information about all individuals involved in the conduct described in the Statement of Facts and conduct disclosed to the Offices prior to the Agreement;

e. the Company also received credit pursuant to the Criminal Division's Corporate Enforcement and Voluntary Self-Disclosure Policy because the Company and RTX engaged in timely remedial measures, including: (i) recalibrating third party review and approval processes to lower Company risk tolerance; (ii) implementing enhanced controls over sales intermediary payments; (iii) hiring empowered subject matter experts to oversee its anti-corruption compliance program and third party management; (iv) implementing data analytics to improve third party monitoring; and (v) developing a multipronged communications strategy to enhance ethics and compliance training and communications;

f. the Company and RTX have enhanced and have committed to continuing to enhance the Company's compliance program and internal controls, including ensuring that the Company's compliance program satisfies the minimum elements set forth in Attachment C to this Agreement (Corporate Compliance Program);

g. because certain of the Company's compliance enhancements are new and have not been fully implemented or tested to demonstrate that they would prevent and detect similar misconduct in the future, and because certain key elements of the Company's compliance program are still in development, the Offices have determined that the imposition of a Monitor is

necessary to reduce the risk of recurrence of misconduct, as described more fully below in Paragraphs 16-19 and Attachments D and E to this Agreement;

h. the Company has no prior criminal history;

i. the Company has been the subject of three prior civil or regulatory enforcement actions, including: (i) a 2013 consent agreement with the U.S. State Department concerning civil ITAR and Arms Export Control Act violations, in connection to which the Company agreed to hire an independent special compliance officer to oversee the four-year consent decree, while at the same time engaging in the conduct described in the Statement of Facts; (ii) a civil settlement with the Environmental Protection Agency in 2007 concerning payments to clean up contamination sites; and (iii) a resolution with the U.S. Securities and Exchange Commission ("SEC") in 2006 concerning false and misleading disclosures and improper accounting practices;

j. the Company is resolving concurrently through a Deferred Prosecution Agreement a separate investigation by the Fraud Section's Market Integrity and Major Frauds Unit and the U.S. Attorney's Office for the District of Massachusetts concerning procurement fraud and a related separate investigation by the U.S. Department of Justice, Civil Division, Fraud Section ("DOJ Civil") and the U.S. Attorney's Office for the District of Massachusetts;

k. the Company's agreement to concurrently resolve an investigation by the SEC relating to the conduct described in the Statement of Facts and agreement to pay a $75,000,000 civil penalty with an offset of $22,500,000 based on the criminal penalty in this matter, $37,400,090 in disgorgement, and prejudgment interest in connection with the SEC matter; and

l. the Company and RTX have agreed to continue to cooperate with the Offices in any ongoing investigation as described in Paragraph 5 below;

The ITAR Case

m. the nature and seriousness of the offense conduct, as described in the Statement of Facts, including the Company's willful failure to disclose the bribes paid in connection with the bribery scheme to the Department of State Directorate of Defense Trade Controls ("DDTC");

n. the Company did not receive voluntary disclosure credit for disclosure of the ITAR-related conduct in the attached Statement of Facts because it did not disclose that conduct to NSD pursuant to the NSD Enforcement Policy for Business Organizations;

o. the Company received partial credit for providing cooperation concerning the investigation of the ITAR-related conduct pursuant to the NSD Enforcement Policy for Business Organizations. Among other things, this included (i) gathering evidence of interest to NSD and proactively identifying key documents related to willful ITAR-related misconduct; (ii) making factual presentations concerning the ITAR-related misconduct; and (iii) facilitating witness interviews and expediting NSD's ability to meet with witnesses. The Company did not receive full credit for its cooperation because in the initial phase of the investigation, before NSD joined the investigation, it failed to provide information relevant to the ITAR violations beyond what was requested in the FCPA investigation;

p. the Company also received partial credit for remediation, pursuant to the NSD Enforcement Policy for Business Organizations. In addition to the remediation described above in connection with the FCPA case, the remedial measures included: (i) hiring additional empowered subject matter experts in legal and compliance; (ii) developing a multipronged

communications strategy to enhance ethics and compliance training and communications; and (iii) making enhancements to the Company's ITAR-related compliance program;

q. because, as noted above, certain of the Company's compliance enhancements are new and have not been fully implemented or tested, the Offices have determined that the imposition of a Monitor is necessary, as described more fully below in Paragraphs 16-19 and Attachments D and E to this Agreement;

r. as noted above, although the Company has no prior criminal history, it has been the subject of three prior civil or regulatory enforcement actions, including a 2013 consent agreement with the U.S. State Department concerning civil ITAR and Arms Export Control Act violations;

s. the Company's agreement to continue to cooperate with NSD in any ongoing investigation as described in Paragraph 5 below;

t. accordingly, after considering (a) through (s) above, the Offices have determined that the appropriate resolution of this matter is to defer prosecution pursuant to this Agreement. In addition, regarding the FCPA-related conduct, based on the relevant portions of (a) through (l) above, the Fraud Section and the Office determined the appropriate resolution to include a criminal penalty of $230,400,000, which reflects a discount of 20 percent off the 20th percentile of the applicable Sentencing Guidelines fine range, taking into account the Company's cooperation and remediation, as well as its prior history, pursuant to the Criminal Division's Corporate Enforcement and Voluntary Self-Disclosure Policy; and forfeiture in the amount of $36,696,068, which will be credited, in part, against disgorgement of ill-gotten profits that the Company pays to the SEC in its concurrent resolution. Regarding the ITAR-related conduct, the financial penalty of $21,904,850 was calculated taking into consideration the relevant portions of

(m) through (s) above, and similarly included a cooperation and remediation credit of 20 percent off the ITAR-related penalty as initially calculated.

Ongoing Cooperation and Disclosure Requirements

5. The Company and RTX shall cooperate fully with the Offices in any and all matters relating to the conduct described in this Agreement and the Statement of Facts and other conduct under investigation by the Offices at any time during the Term 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 and RTX shall also cooperate fully with other domestic or foreign law enforcement and regulatory authorities and agencies, as well as the Multilateral Development Banks ("MDBs"), in any investigation of the Company, RTX 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 the Statement of Facts and other conduct under investigation by the Offices or any other component of the Department of Justice at any time during the Term. The Company's and RTX's cooperation pursuant to this Paragraph is subject to applicable law and regulations, as well as valid claims of attorney-client privilege or attorney work product doctrine; however, the Company and RTX must provide to the Offices a log of any information or cooperation that is not provided based on an assertion of law, regulation, or privilege, and the Company and RTX bear the burden of establishing the validity of any such an assertion. The Company and RTX agree that their cooperation pursuant to this paragraph shall include, but not be limited to, the following:

a. The Company and RTX represent that they have timely and truthfully disclosed all factual information with respect to their activities, those of their subsidiaries and affiliates, and those of their present and former directors, officers, employees, agents, and

consultants relating to the conduct described in this Agreement and the Statement of Facts, as well as any other conduct under investigation by the Offices about which the Company or RTX has any knowledge. The Company and RTX further agree that they shall promptly and truthfully disclose all factual information with respect to their activities, those of their affiliates, and those of their present and former directors, officers, employees, agents, and consultants about which the Company or RTX 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 and RTX to provide to the Offices, upon request, any document, record or other tangible evidence about which the Offices may inquire of the Company and RTX including evidence that is responsive to any requests made prior to the execution of this Agreement.

b. Upon request of the Offices, the Company and RTX shall designate knowledgeable employees, agents or attorneys to provide to the Offices the information and materials described in Paragraph 5(a) above on behalf of the Company and RTX. It is further understood that the Company and RTX must at all times provide complete, truthful, and accurate information.

c. The Company and RTX shall use their 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 and RTX. 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 under this Paragraph shall include identification of witnesses who, to the knowledge of the Company and RTX, 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 and RTX consent to any and all disclosures, subject to applicable laws and regulations, to other governmental authorities, including United States authorities and those of a foreign government, as well as the MDBs, of such materials as the Offices, in their sole discretion, shall deem appropriate.

6. In addition to the obligations in Paragraph 5, during the Term, should the Company or RTX learn of any evidence or allegation of conduct that may constitute a violation of the FCPA anti-bribery or accounting provisions or the Foreign Extortion Prevention Act ("FEPA") made by or at the Company had the conduct occurred within the jurisdiction of the United States, the Company and RTX shall promptly report such evidence or allegation to the Fraud Section and EDNY. In addition to the obligations in Paragraph 5, during the Term, should the Company or RTX learn of any evidence or allegation of conduct that may constitute a criminal violation of the AECA or the ITAR made by or at the Company, the Company and RTX shall promptly report such evidence or allegation to CES.

Payment of Monetary Penalty

7. The Fraud Section, EDNY, and the Company agree that application of the Sentencing Guidelines to determine the applicable fine range yields the following analysis for the FCPA-related conduct:

a. The 2023 U.S.S.G. are applicable to this matter.

b. Offense Level. Based upon U.S.S.G. § 2C1.1, the total offense level is 42, calculated as follows:

(a)(2)	Base Offense Level	12

(b)(1)	Multiple Bribes	+2
(b)(2)	Value of benefit received more than $65,000,000	+24
(b)(3)	High-Level Official	+4
TOTAL		42

c. Base Fine. Based upon U.S.S.G. § 8C2.4(a)(1), the base fine is $150,000,000.

d. Culpability Score. Based upon U.S.S.G. § 8C2.5, the culpability score is 8, calculated as follows:

(a)	Base Culpability Score	5
(b)(1)	the organization had 5,000 or more employees and an individual within high-level personnel of the organization participated in, condoned, or was willfully ignorant of the offense	+5
(g)(2)	Cooperation, Acceptance	-2
TOTAL		8

Calculation of Fine Range:

Base Fine $150,000,000

Multipliers 1.6 (min)/ 3.2 (max)

Fine Range $240,000,000 / $480,000,000

8. The Offices and the Company agree, based on the application of the Sentencing Guidelines to the FCPA-related conduct, that the appropriate criminal penalty for the FCPA- related conduct is $230,400,000 ("FCPA Criminal Penalty"). This reflects a 20 percent discount off the 20th percentile of the Sentencing Guidelines fine range. Under U.S.S.G. § 8C2.10, the appropriate fine for an ITAR offense is determined by applying the provisions of Title 18, United States Code, Sections 3553, 3571, and 3572. The Offices and the Company further agree that,

based on those provisions, the appropriate penalty for the ITAR-related conduct is $21,904,850 ("ITAR Criminal Penalty").

9. The Company agrees to pay a total monetary penalty in the amount of $252,304,850 ("Total Criminal Penalty") to the United States Treasury no later than ten business days after the Agreement is fully executed. The Company and the Offices agree that this penalty is appropriate given the facts and circumstances of this case, including the Relevant Considerations described in Paragraph 4 of this Agreement. The Total Criminal Penalty is final and shall not be refunded. Furthermore, nothing in this Agreement shall be deemed an agreement by the Offices that the Total Criminal Penalty is the maximum penalty that may be imposed in any future prosecution, and the Offices are not precluded from arguing in any future prosecution that the Court should impose a higher fine, although the Offices agree that under those circumstances, they will recommend to the Court that any amount paid under this Agreement should be offset against any fine the Court imposes as part of a future judgment. The Company and RTX acknowledge that no tax deduction may be sought in connection with the payment of any part of this Total Criminal Penalty. The Company and RTX 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 the Statement of Facts.

Forfeiture

10. As a result of the Company's conduct described in Counts One and Two of the Information and Statement of Facts, the parties agree 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 pursuant to Title 18, United States Code, Section 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 $36,696,068, representing the proceeds traceable to the commission of the offense, is forfeitable to the United States (the "Forfeiture Amount"). 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 or regulations 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 an order of forfeiture or declaration of forfeiture directed to such funds and waives any defense it may have under Title 18, United States Code, Sections 981-984, including but not limited to 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 petitions for remission, restoration, or any other assertion of ownership or request for return relating to the Forfeiture Amount, or any other action or motion seeking to collaterally attach 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.

11. The Offices agree that anticipated payments by the Company in connection with a concurrent resolution with the SEC shall be credited against the Forfeiture Amount in the amount of $7,400,090 (the "Forfeiture Credit Amount"). The Company agrees to pay the Forfeiture Amount less the Forfeiture Credit Amount by wire transfer pursuant to instructions provided by the Offices no later than ten business days after the Agreement is fully executed. Should any amount of the Forfeiture Credit Amount not be paid to the SEC in connection with the Company's resolution with the SEC, the Company agrees that it shall make a payment of any remaining unpaid

portion of the Forfeiture Credit Amount by wire transfer pursuant to instructions provided by the Offices no later than 10 days after one year from the date of the Agreement.

12. 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 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.

Conditional Release from Liability

13. Subject to Paragraphs 22 to 26, the Offices agree, except as provided in this Agreement, that they will not bring any criminal or civil case against the Company, RTX, or any of their affiliates and subsidiaries, relating to any of the conduct described in the Statement of Facts or the criminal Information filed pursuant to this Agreement. The Offices, however, may use any information related to the conduct described in the Statement of Facts against the Company, RTX, or any of their subsidiaries or affiliates: (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.

a. This Agreement does not provide any protection against prosecution for any future conduct by the Company, RTX, or any of their subsidiaries or affiliates.

b. In addition, this Agreement does not provide any protection against prosecution of any individuals, regardless of their affiliation with the Company, RTX, or any of their subsidiaries or affiliates.

Corporate Compliance Program

14. The Company and RTX represent that they have implemented and will continue to implement a compliance and ethics program at the Company designed to prevent and detect violations of the FCPA, Part 130 of the ITAR, as authorized by the Arms Export Control Act, and other applicable anti-corruption laws throughout the Company's operations, including those of its affiliates, agents, and joint ventures, and those of its contractors and subcontractors whose responsibilities include interacting with foreign officials or other activities carrying a high risk of corruption, including, but not limited to, the minimum elements set forth in Attachment C. On the date the Term expires, the Company, by its President and Chief Compliance Officer, and RTX, by its Chief Executive Officer and Chief Compliance Officer, 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. This certification will be deemed a material statement and representation by the Company and RTX to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and it will be deemed to have been made in the judicial district in which this Agreement is filed.

15. In order to address any deficiencies in its internal accounting controls, policies, and procedures, the Company and RTX represent that they have undertaken, and will continue to undertake in the future, in a manner consistent with all of their obligations under this Agreement, a review of the Company's existing internal accounting controls, policies, and procedures regarding compliance with the FCPA, Part 130 of the ITAR, and other applicable anti-corruption

laws. Where necessary and appropriate, the Company and RTX agree to adopt a new compliance program at the Company, or to modify its existing one, including internal controls, compliance policies, and procedures in order to ensure that the Company and RTX maintain at the Company: (a) an effective system of internal accounting controls designed to ensure the making and keeping of fair and accurate books, records, and accounts; and (b) a rigorous compliance program covering both anti-corruption and export controls that incorporates relevant internal accounting controls, as well as policies and procedures designed to effectively detect and deter violations of the FCPA, Part 130 of the ITAR, and other applicable anti-corruption laws. The compliance program, including the internal accounting controls system will include, but not be limited to, the minimum elements set forth in Attachment C. In assessing the Company's compliance program, the Offices, in their sole discretion, may consider the Monitor's certification decision.

Independent Compliance Monitor

16. Promptly after the Offices' selection pursuant to Paragraph 18 below, the Company agrees to retain a Monitor for the term specified in Paragraph 3. The Monitor's duties and authority, and the obligations of the Company and RTX with respect to the Monitor and the Offices, are set forth in Attachment D, which is incorporated by reference into this Agreement. Within twenty (20) business days after the date of execution of this Agreement, the Company shall submit a written proposal identifying the monitor candidates, and, at a minimum, providing the following:

a. a description of each candidate's qualifications and credentials in support of the evaluative considerations and factors listed below;

b. a written certification by the Company and RTX that they will not employ or be affiliated with the monitor for a period of not less than three years from the date of the termination of the monitorship;

c. a written certification by each of the candidates that he/she is not a current or recent (i.e., within the prior two years) employee, agent, or representative of the Company or RTX and holds no interest in, and has no relationship with, the Company, RTX, their subsidiaries, affiliates or related entities, or their employees, officers, or directors;

d. a written certification by each of the candidates that he/she has notified any clients that the candidate represents in a matter EDNY, the Fraud Section, CES (or any other Department component) handling the monitor selection process, and that the candidate has either obtained a waiver from those clients or has withdrawn as counsel in the other matter(s); and

e. A statement identifying the monitor candidate that is the Company's first, second, and third choice to serve as the monitor.

17. The Monitor candidates or their team members shall have, at a minimum, the following qualifications:

a. demonstrated expertise with respect to the FCPA, Part 130 of the ITAR, and other applicable anti-corruption laws, including experience counseling on FCPA and anti- corruption issues;

b. experience designing and/or reviewing corporate compliance policies, procedures and internal controls, including the FCPA, Part 130 of the ITAR, and anti-corruption policies, procedures and internal controls;

c. the ability to access and deploy resources as necessary to discharge the Monitor's duties as described in the Agreement; and

d. sufficient independence from the Company and RTX to ensure effective and impartial performance of the Monitor's duties as described in the Agreement.

18. The Offices retain the right, in their sole discretion, to choose the Monitor from among the candidates proposed by the Company though the Company may express its preference(s) among the candidates. Monitor selections shall be made in keeping with the Department's commitment to diversity and inclusion. If the Offices determine, in their sole discretion, that any of the candidates are not, in fact, qualified to serve as the Monitor, or if the Offices, in their sole discretion, are not satisfied with the candidates proposed, the Offices reserve the right to request that the Company nominate additional candidates. In the event the Offices reject any proposed Monitors, the Company shall propose additional candidates within twenty (20) business days after receiving notice of the rejection so that three qualified candidates are proposed. This process shall continue until a Monitor acceptable to all parties is chosen. The Offices and the Company will use their best efforts to complete the selection process within sixty (60) calendar days of the execution of this Agreement. The Offices retain the right to determine that the Monitor should be removed if, in the Offices' sole discretion, the Monitor fails to conduct the monitorship effectively, fails to comply with this Agreement, or no longer meets the qualifications outlined in Paragraph 17 above. If the Monitor resigns, is removed, or is otherwise unable to fulfill his or her obligations as set out herein and in Attachment D, the Company shall within twenty (20) business days recommend a pool of three qualified Monitor candidates from which the Offices will choose a replacement, following the process outlined above.

19. The Monitor's term shall be three years from the date on which the Monitor is retained by the Company, subject to extension or early termination as described in Paragraph 3.

The Monitor's powers, duties, and responsibilities, as well as additional circumstances that may support an extension of the Monitor's term, are set forth in Attachment D. The Company and RTX agree that they will not employ or be affiliated with the Monitor or the Monitor's firm for a period of not less than three years from the date on which the Monitor's term expires. Nor will the Company or RTX discuss with the Monitor or the Monitor's firm the possibility of further employment or affiliation during the Monitor's term. Upon agreement by the parties, this prohibition will not apply to other monitorship responsibilities that the Monitor or the Monitor's firm may undertake in connection with resolutions with foreign or other domestic authorities.

Deferred Prosecution

20. In consideration of the undertakings agreed to by the Company and RTX herein, the Offices agree that any prosecution of the Company for the conduct set forth in the Statement of Facts be and hereby is deferred for the Term. To the extent there is conduct disclosed by the Company or RTX that is not set forth in the Statement of Facts, such conduct will not be exempt from further prosecution and is not within the scope of or relevant to this Agreement.

21. The Offices further agree that if the Company and RTX fully comply with all of their obligations under this Agreement, the Offices will not continue the criminal prosecution against the Company described in Paragraph 1 and, at the conclusion of the Term, this Agreement shall expire. Within six months after the Agreement's expiration, the Offices shall seek dismissal with prejudice of the criminal Information filed against the Company described in Paragraph 1, and agree not to file charges in the future against the Company or RTX based on the conduct described in this Agreement and the Statement of Facts. If, however, the Offices determine during this six-month period that the Company or RTX breached the Agreement during the Term, as

described in Paragraph 22, the Offices' ability to extend the Term, as described in Paragraph 3, or to pursue other remedies, including those described in Paragraphs 22 to 26, remains in full effect.

Breach of the Agreement

22. If, during the Term, (a) the Company commits any felony under U.S. federal law; (b) the Company or RTX provides in connection with this Agreement deliberately false, incomplete, or misleading information, including in connection with its disclosure of information about individual culpability; (c) the Company or RTX fails to cooperate as set forth in Paragraphs 5 and 6 of this Agreement; (d) the Company and RTX fail to implement a compliance program as set forth in Paragraphs 14 and 15 of this Agreement and Attachment C; (e) the Company commits any acts that, had they occurred within the jurisdictional reach of the FCPA, would be a violation of the FCPA; (f) the Company commits any acts that, had they occurred within the jurisdictional reach of the AECA, would be a willful violation of ITAR regulations relating to engaging in the business of brokering activities with respect to a defense article or defense service; or (g) the Company or RTX otherwise fails to completely perform or fulfill each of the Company's or RTX's obligations under the Agreement, regardless of whether the Offices become aware of such a breach after the Term is complete, the Company or RTX shall thereafter be subject to prosecution for any federal criminal violation of which the Offices have knowledge, including, but not limited to, the charges in the Information described in Paragraph 1, which may be pursued by the Offices in the U.S. District Court for the Eastern District of New York or any other appropriate venue. Determination of whether the Company or RTX 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 RTX, or the personnel of any of the foregoing. Any such prosecution relating to the conduct described in the 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 or RTX, 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 and RTX agree 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 and RTX agree 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.

23. In the event the Offices determine that the Company or RTX has breached this Agreement, the Offices agree to provide the Company and RTX with written notice of such breach prior to instituting any prosecution resulting from such breach. Within thirty days of receipt of such notice, the Company and RTX shall have the opportunity to respond to the Offices in writing to explain the nature and circumstances of such breach, as well as the actions the Company and RTX have taken to address and remediate the situation, which explanation the Offices shall consider in determining whether to pursue prosecution of the Company or RTX.

24. In the event that the Offices determine that the Company or RTX has breached this Agreement: (a) all statements made by or on behalf of the Company, RTX, and their subsidiaries and affiliates to the Offices or to the Court, including the Statement of Facts, and any testimony given by the Company or RTX 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, RTX, or their subsidiaries and affiliates; and (b) the Company, RTX, or their subsidiaries and affiliates 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 or RTX 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, RTX, or their subsidiaries or affiliates, will be imputed to the Company, RTX, or their subsidiaries or affiliates for the purpose of determining whether the Company, RTX, or their subsidiaries or affiliates have violated any provision of this Agreement shall be in the sole discretion of the Offices.

25. The Company and RTX acknowledge that the Offices have made no representations, assurances, or promises concerning what sentence may be imposed by the Court if the Company or RTX breaches this Agreement and this matter proceeds to judgment. The Company and RTX further acknowledge that any such sentence is solely within the discretion of the Court and that nothing in this Agreement binds or restricts the Court in the exercise of such discretion.

26. On the date that the period of deferred prosecution specified in this Agreement expires, the Company, by the President of the Company and the Chief Financial Officer of the Company, will certify to the Offices in the form of executing the document attached as Attachment E to this Agreement that the Company has met its disclosure obligations pursuant to Paragraph 6

of this Agreement. Each 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 and 1519, and it will be deemed to have been made in the judicial district in which this Agreement is filed.

Sale, Merger, or Other Change in Corporate Form of Company

27. Except as may otherwise be agreed by the parties in connection with a particular transaction, the Company and RTX agree that in the event that, during the Term, they undertake any change in corporate form, including if they sell, merge, or transfer business operations that are material to the Company's consolidated operations, or to the operations of any subsidiaries or affiliates of the Company or RTX involved in the conduct described in the Statement of Facts, 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. The 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 and RTX agree that the failure to include these provisions in the transaction will make any such transaction null and void. The Company and RTX 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 and RTX prior to such transaction (or series of transactions) if they determine that the transaction or transactions will have the effect of circumventing or frustrating the enforcement purposes of this Agreement. If at any time during the Term the Company or RTX 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 Paragraphs 22 to 26 of this Agreement. Nothing herein shall restrict the Company or RTX 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.

Public Statements

28. The Company and RTX expressly agree that they shall not, through present or future attorneys, officers, directors, employees, agents or any other person authorized to speak for the Company or RTX 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. Any such contradictory statement shall, subject to cure rights of the Company and RTX described below, constitute a breach of this Agreement, and the Company thereafter shall be subject to prosecution as set forth in Paragraphs 22 to 26 of this Agreement. The decision whether any public statement by any such person contradicting a fact contained in the Statement of Facts will be imputed to the Company and RTX for the purpose of determining whether they have breached this Agreement shall be at the sole discretion of the Offices. If the Offices determine that a public statement by any such person contradicts in whole or in part a statement contained in the Statement of Facts, the Offices shall so notify the Company and RTX, and the Company and RTX may avoid a breach of this Agreement by publicly repudiating such statement(s) within five business days after notification. The Company and RTX shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the Statement of Facts provided that such defenses and claims do not

contradict, in whole or in part, a statement contained in the Statement of Facts. This Paragraph does not apply to any statement made by any present or former officer, director, employee, or agent of the Company or RTX in the course of any criminal, regulatory, or civil case initiated against such individual, unless such individual is speaking on behalf of the Company or RTX.

29. The Company and RTX agree that if they or any of their direct or indirect subsidiaries or affiliates issues a press release or holds any press conference in connection with this Agreement, the Company and RTX shall first consult with 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 RTX; and (b) whether the Offices have any objection to the release.

30. The Offices agree, if requested to do so, to bring to the attention of law enforcement and regulatory authorities the facts and circumstances relating to the nature of the conduct underlying this Agreement, including the nature and quality of the Company's and RTX's cooperation and remediation. By agreeing to provide this information to such authorities, the Offices are not agreeing to advocate on behalf of the Company or RTX, but rather are agreeing to provide facts to be evaluated independently by such authorities.

Limitations on Binding Effect of Agreement

31. This Agreement is binding on the Company and RTX 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 RTX and their compliance with their other obligations under this Agreement to the attention of such agencies and authorities if requested to do so by the Company and RTX. If the court refuses to grant exclusion

of time under the Speedy Trial Act, 18 U.S.C. § 3161(h)(2), all the provisions of this Agreement shall be deemed null and void, and the Term shall be deemed to have not begun, except that the statute of limitations for any prosecution relating to the conduct described in the Statement of Facts shall be tolled from the date on which this Agreement is signed until the date the Court refuses to grant the exclusion of time plus six months, and except for the provisions contained within Paragraph 2 of this Agreement.

Notice

32. Any notice to the Offices under this Agreement shall be given by electronic mail and/or personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to Chief, FCPA Unit, Fraud Section, Criminal Division, U.S. Department of Justice, 1400 New York Avenue, NW, Washington, DC 20005, and Chief, Business and Securities Fraud Section, 271-A Cadman Plaza East, Brooklyn, NY 11201 and Chief Counsel for Corporate Enforcement, National Security Division, U.S. Department of Justice, 950 Pennsylvania Avenue, N.W., Washington, DC, 20530. Any notice to the Company and RTX under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, with copies by electronic mail, addressed to William J. Stuckwisch, William J. Stuckwisch, P.C., 1775 I Street NW, Suite 1150, Washington, D.C. 20006. Notice shall be effective upon actual receipt by the Offices or the Company and RTX.

Complete Agreement

33. This Agreement, including its attachments, sets forth all the terms of the agreement between the Company and RTX 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 RTX and a duly authorized representative of the Company and RTX.

AGREED:

FOR RAYTHEON COMPANY:

Date: October 8, 2024

By: /s/ CHRISTOPHER MCDAVID
Christopher McDavid
Vice President, General Counsel, Secretary
RAYTHEON COMPANY

Date: October 9, 2024

By: /s/ WILLIAM J STUCKWISCH
William J Stuckwisch
William J Stuckwisch, PC
Christopher Maner
Kirkland & Ellis LLP

FOR RTX CORPORATION:

Date: October 9, 2024

By: /s/ RAMSARAN MAHARAJH
Ramsaran Maharajh
Executive Vice President, General Counsel
RTX CORPORATION

Date: October 9, 2024

By: /s/ WILLIAM J STUCKWISCH
William J Stuckwisch
William J Stuckwisch, PC
Christopher Maner
Kirkland & Ellis LLP

FOR THE DEPARTMENT OF JUSTICE:

GLENN S. LEON
Chief, Fraud Section
Criminal Division
United States Department of Justice

Date: October 15, 2024

By: /s/ ELINA RUBIN-SMITH
Elina Rubin-Smith

Katherine Raut
Trial Attorneys

BREON S. PEACE
United States Attorney
Eastern District of New York

Date: October 15, 2024 By: /s/ DAVID C. PITLUCK
David Pitluck
Hiral Mehta
Jessica Weigel
Assistant United States Attorneys

JENNIFER KENNEDY GELLIE
Executive Deputy Chief, performing the
duties of Chief,
Counterintelligence and Export Control Section
National Security Division
United States Department of Justice

Date: October 15, 2024 By: /s/ CHRISTINE BONOMO
Christine Bonomo
Leslie Esbrook
Trial Attorneys

COMPANY OFFICER'S CERTIFICATE
FOR RAYTHEON COMPANY

I have read this Agreement and carefully reviewed every part of it with outside counsel for Raytheon Company (the "Company"). I understand the terms of this Agreement and voluntarily agree, on behalf of the Company, to each of its terms. Before signing this Agreement, I consulted outside counsel for the Company. Counsel fully advised me of the rights of the Company, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into this Agreement.

I have carefully reviewed the terms of this Agreement with the Board of Directors of the Company. I have advised and caused outside counsel for the Company to advise the Board of Directors fully of the rights of the Company, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into the Agreement.

No promises or inducements have been made other than those contained in this Agreement. Furthermore, no one has threatened or forced me, or to my knowledge any person authorizing this Agreement on behalf of the Company, in any way to enter into this Agreement. I am also satisfied with outside counsel's representation in this matter. I certify that I am the Vice President, General Counsel, and Secretary for the Company and that I have been duly authorized by the Company to execute this Agreement on behalf of the Company.

Date: October 9, 2024

RAYTHEON COMPANY

By: /s/ CHRISTOPHER MCDAVID
Christopher McDavid
Vice President, General Counsel, Secretary

COMPANY OFFICER'S CERTIFICATE
FOR RTX CORPORATION

I have read this Agreement and carefully reviewed every part of it with outside counsel for RTX Corporation ("RTX"). I understand the terms of this Agreement and voluntarily agree, on behalf of RTX, to each of its terms. Before signing this Agreement, I consulted outside counsel for RTX. Counsel fully advised me of the rights of RTX, of possible defenses, of the Sentencing Guidelines· provisions, and of the consequences of entering into this Agreement.

I have carefully reviewed the terms of this Agreement with the Board of Directors of RTX. I have advised and caused outside counsel for RTX to advise the Board of Directors fully of the rights of RTX, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into the Agreement.

No promises or inducements have been made other than those contained in this Agreement. Furthermore, no one has threatened or forced me, or to my knowledge any person authorizing this Agreement on behalf of RTX, in any way to enter into this Agreement. I am also satisfied with outside counsel's representation in this matter. I certify that I am the Executive Vice President & General Counsel for RTX and that I have been duly authorized by RTX to execute this Agreement on behalf of RTX.

Date: October 9, 2024

RTX CORPORATION

By: /s/ RAMSARAN MAHARAJH
RAMSARAN MAHARAJH
Executive Vice President and General Counsel

CERTIFICATE OF COUNSEL FOR RAYTHEON COMPANY

I am counsel for Raytheon Company (the "Company") in the matter covered by this Agreement. In connection with such representation, I have examined relevant Company documents and have discussed the terms of this Agreement with the Company Board of Directors. Based on our review of the foregoing materials and discussions, I am of the opinion that the representative of the Company has been duly authorized to enter into this Agreement on behalf of the Company and that this Agreement has been duly and validly authorized, executed, and delivered on behalf of the Company and is a valid and binding obligation of the Company. Further, I have carefully reviewed the terms of this Agreement with the Board of Directors and the General Counsel of the Company. I have fully advised them of the rights of the Company, of possible defenses, of the Sentencing Guidelines' provisions and of the consequences of entering into this Agreement. To my knowledge, the decision of the Company to enter into this Agreement, based on the authorization of the Board of Directors, is an informed and voluntary one.

Date: October 9, 2024

By: /s/ WILLIAM J STUCKWISCH
William J Stuckwisch
William J Stuckwisch, PC

CERTIFICATE OF COUNSEL FOR RTX CORPORATION

I am counsel for RTX Corporation ("RTX") in the matter covered by this Agreement. In connection with such representation, I have examined relevant RTX documents and have discussed the terms of this Agreement with the RTX Board of Directors. Based on our review of the foregoing materials and discussions, I am of the opinion that the representative of RTX has been duly authorized to enter into this Agreement on behalf of RTX and that this Agreement has been duly and validly authorized, executed, and delivered on behalf of RTX and is a valid and binding obligation of RTX. Further, I have carefully reviewed the terms of this Agreement with the Board of Directors and the General Counsel of RTX. I have fully advised them of the rights of RTX, of possible defenses, of the Sentencing Guidelines' provisions and of the consequences of entering into this Agreement. To my knowledge, the decision of RTX to enter into this Agreement, based on the authorization of the Board of Directors, is an informed and voluntary one.

Date: October 9, 2024

By: /s/ WILLIAM J STUCKWISCH
William J Stuckwisch
William J Stuckwisch, PC

ATTACHMENT A

STATEMENT OF FACTS

The following Statement of Facts is incorporated by reference as part of the Deferred Prosecution Agreement ("the Agreement") between the United States Department of Justice, Criminal Division, Fraud Section, United States Department of Justice, National Security Division, Counterintelligence and Export Control Section, the United States Attorney's Office for the Eastern District of New York (collectively, the "United States") and the defendant Raytheon Company ("Raytheon" or the "Company"). Certain of the facts herein are based on information obtained from third parties by the United States through its investigation and described to Raytheon. Raytheon hereby agrees and stipulates that the following information is true and accurate. Raytheon admits, accepts, and acknowledges that it is responsible for the acts of its officers, directors, employees, and agents as set forth below. Should the United States pursue the prosecution that is deferred by this Agreement, Raytheon agrees that it will neither contest the admissibility of, nor contradict, this Statement of Facts in any such proceeding. The following facts took place during the relevant time frame and establish beyond a reasonable doubt the charges set forth in the criminal Information attached to this Agreement.

Relevant Entities and Individuals

1. The defendant Raytheon was a global aerospace and defense company headquartered in Waltham, Massachusetts. Raytheon's shares were publicly traded on the New York Stock Exchange, and the Company was therefore an "issuer," as that term is used in the Foreign Corrupt Practices Act ("FCPA"), Title 15, United States Code, Section 78dd-1.

2. In 2001, Raytheon formed a joint venture with a French defense company ("JV"). The JV had two major operating subsidiaries, one of which was based in Fullerton, California, controlled by Raytheon, and a component of Raytheon's Network Centric Systems and then

Integrated Defense Systems business (hereinafter, together with the operating subsidiary, "IDS"). Raytheon did business in Qatar, including through IDS.

3. Raytheon Employee 1, an individual whose identity is known to the United States and Raytheon, was a United States citizen and a director at IDS. Raytheon Employee 1 was an "employee" and "agent" of an "issuer" as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

4. Raytheon Employee 2, an individual whose identity is known to the United States and Raytheon, was a United States citizen and a program manager at IDS. Raytheon Employee 2 was an "employee" and "agent" of an "issuer" as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

5. Raytheon Employee 3, an individual whose identity is known to the United States and Raytheon, was a United States citizen and a program manager at IDS. Raytheon Employee 3 was an "employee" and "agent" of an "issuer" as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

6. Raytheon Employee 4, an individual whose identity is known to the United States and Raytheon, was a United States citizen and a technical director at IDS. Raytheon Employee 4 was an "employee" and "agent" of an "issuer" as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

7. Raytheon Employee 5, an individual whose identity is known to the United States and Raytheon, was a United States citizen and a business development executive at IDS. Raytheon Employee 5 was an "employee" and "agent" of an "issuer" as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

8. Local Company, an entity the identity of which is known to the United States and Raytheon, was a construction company that built villas in Qatar and was associated with Foreign Official 1 (defined below).

9. Qatari Company, an entity the identity of which is known to the United States and Raytheon, was a consulting and information technology services company established in Qatar in or around May 2012. Qatari Company had two wholly-owned subsidiaries also established in Qatar: Qatari Sub 1, an entity known to the United States and Raytheon, was a defense and security consultancy firm formed in or around July 2012, and Qatari Sub 2, an entity known to the United States and Raytheon, was a cybersecurity company formed in or around January 2014. Qatari Company, Qatari Sub 1 and Qatari Sub 2 (together, the "Qatari Entities") were used to receive, conceal, and distribute bribe payments from and on behalf of Raytheon for the benefit of Foreign Official 1 (defined below).

10. Individual 1, an individual whose identity is known to the United States and Raytheon, was a citizen of the United States and other countries and an officer and shareholder of the Qatari Entities.

11. The Qatar Emiri Air Force ("QEAF") was a military branch of Qatar's Armed Forces ("QAF") that was primarily responsible for the conduct of air warfare. The QEAF and QAF were each a "department" and "agency" of a foreign government as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

12. The Cooperation Council for the Arab States of the Gulf, also known as the Gulf Cooperation Council ("GCC"), was an intergovernmental union of six member states: Bahrain, Kuwait, Oman, Qatar, Saudi Arabia and the United Arab Emirates.

13. Foreign Official 1, an individual whose identity is known to the United States and Raytheon, was a citizen of Qatar who served as a high-level official at the QEAF from at least approximately 2009 through approximately June 2016. Foreign Official 1 was a "foreign official" as that term is defined in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A). Foreign Official 1 was a founder, board member and a beneficial owner of the Qatari Entities.

Overview of the Bribery Scheme

14. Between in or around 2012 and in or around 2016, Raytheon, through certain of its employees and agents, knowingly and willfully conspired and agreed with others to corruptly offer and pay bribes to, and for the benefit of, Foreign Official 1 to secure improper advantages in order to assist Raytheon in obtaining and retaining business from the QEAF and QAF, including (1) four supplemental additions to a 1998 contract between Raytheon and the GCC, and (2) a sole-source contract to build a joint operations center ("JOC") that would interface with Qatar's several military branches.

The GCC Contract and Additions

15. Before the start of the conspiracy, a company later acquired by Raytheon and the six countries comprising the GCC, which included Qatar, entered into a contract to upgrade the GCC countries' air defense systems (the "GCC Contract"). In or around and between 2012 and 2013, the parties entered into four supplemental contracts to the GCC Contract called "additions," two of which pertained to Qatar alone (hereinafter "First Qatar Addition" and "Second Qatar Addition"). Foreign Official 1 was the country leader for Qatar on the GCC Contract and Qatar's signatory on all four additions. Foreign Official 1 was instrumental in securing QEAF approval for the additions and helping Raytheon secure payments from the GCC on the additions.

16. In order to secure the additions and to obtain other improper advantages, Raytheon bribed Foreign Official 1 by entering into sham subcontracts with Qatari Company and Qatari Sub

2, purportedly for the provision of three air defense operations-related studies per contract. The studies were added to the First Qatar Addition and Second Qatar Addition scope of work at Foreign Official 1's direction. Raytheon paid Qatari Company and Qatari Sub 2 nearly $2 million for the studies despite knowing that the Qatari Entities did not perform any work on or incur any cost for the studies. Instead, Raytheon Employee 4 prepared the studies for Qatari Company and Qatari Sub 2 to pass off as their own. The payments to Qatari Company and Qatari Sub 2 for the studies were intended, in whole or in part, as bribes for the benefit of Foreign Official 1.

The JOC Contract

17. Raytheon also offered an additional bribe to Foreign Official 1 in connection with its attempt to win a potential sole source contract from QAF to build the JOC (the "JOC Contract").

18. In or around 2013, QAF established a committee to oversee the potential JOC project. Foreign Official 1 was an advisor to the committee and had a close relationship with one of the Qatari officials leading the committee. At around the same time, Foreign Official 1 became responsible for procurement and logistics at the QEAF, which allowed Foreign Official 1 to have more influence over the award of defense contracts, including the JOC Contract.

19. In or around February 2016, Raytheon entered into a teaming agreement with Qatari Sub 2 in order to corruptly obtain Foreign Official 1's assistance with the JOC Contract, including obtaining Foreign Official 1's assistance in directly awarding the JOC Contract to Raytheon without a competitive bid.

20. Pursuant to the teaming agreement, Raytheon agreed to subcontract a portion of the work associated with the JOC Contract to Qatari Sub 2. Raytheon entered into the teaming agreement despite knowing that Qatari Sub 2 lacked sufficient capabilities to complete the work

on the JOC Contract set forth in the agreement and with the intent that at least a portion of what would be paid to Qatari Sub 2 would be funneled as bribes to Foreign Official 1.

21. Although the Qatari government ultimately did not go forward with the JOC Contract, Raytheon's anticipated revenue on the potential contract was approximately $510 million, and its anticipated profit was approximately $72.6 million.

The First Qatar Addition

22. On or about March 21, 2012, Raytheon Employee 5 traveled to Qatar to meet Foreign Official 1 in order to finalize the details on the First Qatar Addition. During the meeting, Foreign Official 1 made an unusual, last-minute request to add defense studies to the First Qatar Addition scope of work. After the meeting, Raytheon Employee 5 discussed Foreign Official 1's request with Raytheon Employee 1, who agreed to add the studies to the scope of work for the First Qatar Addition.

23. On or about March 22, 2012, Raytheon added the studies to the scope of work, after which Foreign Official 1 signed the contract for the First Qatar Addition.

24. On or about April 2, 2012, Raytheon Employee 5 used a personal email account to email Foreign Official 1: "[Raytheon Employee 1] tells me he went through the steps needed for us to work with a qualified company last time the two of you met in person. You should contact [Raytheon Employee 1] directly to discuss."

25. On or about April 5, 2012, Raytheon Employee 4 used a personal email account to send a draft contract to Foreign Official 1. The attached contract provided that Local Company would prepare three studies for the benefit of Raytheon's customer, the QEAF, at a cost of approximately $850,000. Raytheon Employee 4, as well as other Raytheon employees, knew that Local Company was affiliated with Foreign Official 1. In the email, Raytheon Employee 4 wrote,

"please see attached draft. Please copy it and past[e] it on the company template. You can say that it was prepared by a lawyer."

26. Also, on or about April 5, 2012, Foreign Official 1 responded to Raytheon Employee 5's email referenced above in paragraph 24: "I would be happy to discuss the start of our work since our agreement together and you will find attached [d]raft agreement which [sic] been done by my lawyer for you and [Employee 1] so we could beg[i]n our work." Foreign Official 1 attached the contract Raytheon Employee 4 sent to Foreign Official 1, on letterhead of Local Company, as instructed by Raytheon Employee 4.

27. Once Qatari Company and Qatari Sub 1 were formed in or around May and July 2012, Foreign Official 1 introduced the newly-established entities to Raytheon. Raytheon then started to pursue a commercial relationship with Qatari Company and Qatari Sub 1 and stopped pursuing a relationship with Local Company.

28. Raytheon Employee 3 helped Qatari Company and Qatari Sub 1 pass Raytheon's due diligence process—a prerequisite to receiving the sham studies subcontract—by coaching Individual 1 on what information to provide to Raytheon about the companies' leadership and capabilities. With the knowledge of Raytheon Employee 3, Individual 1 submitted due diligence forms to Raytheon that falsely failed to disclose Foreign Official 1's involvement or ownership stake in Qatari Company and Qatari Sub 1 and overstated the companies' experience and capabilities.

29. After Qatari Company and Qatari Sub 1 completed Raytheon's due diligence process in or around August 2013, Raytheon Employees 3 and 4 helped Qatari Company secure the subcontract for the studies, including by using personal email accounts to help draft its proposal to Raytheon and by assisting Qatari Company in its pricing negotiations with Raytheon.

30. Raytheon Employee 4, with the knowledge of Raytheon Employees 1 and 3, prepared the studies and related outlines and reports, as required by the sham subcontract. For example, on or about January 20, 2013, before the due diligence process was completed, Raytheon Employee 4 emailed Raytheon Employee 3 a document relating to the studies and wrote: "[Foreign Official 1] explained that per [Foreign Official 1's] agreement with [Raytheon Employee 1], the first study should be done by Feb. . . . [Foreign Official 1] expects that I will complete the outlines
for the three studies + the first study during my current visit (which I can). [Foreign Official 1] wants a confirmation from your side . . . . "

31. On or about October 7, 2013, Individual 1 sent an email to Raytheon Employee 4's personal email account attaching a draft commercial proposal for the studies and requesting help in finalizing the proposal.

32. On or about October 13, 2013, Raytheon Employee 4 emailed Individual 1 a revised proposal, in track changes mode, along with the message: "There are multiple comments for you to look at. This version can not be mailed to [Raytheon] as it includes my name. Please after you decide on the changes, please copy it to another 'new' document on your computer so that my name goes away[.] More security [sic] is to create a pdf file from the last version and mail the pdf file[.]"

33. On or about November 10, 2013, Raytheon Employee 3 used a personal email account to send a draft message to Individual 1, which was to be sent by Individual 1 to an employee in Raytheon's supply chain department to facilitate Qatari Company getting approved as a Raytheon contractor. Raytheon Employee 3 directed Individual 1 to "massage" the draft and send it back for review by Raytheon Employee 3 before submitting it to Raytheon. Included in Raytheon Employee 3's draft was the knowingly false assertion that Qatari Company would

"utilize the expertise of 6-8 senior staff members over 6 months to complete this task [of completing each of the three studies]." In a follow-up email to Individual 1, Raytheon Employee 3 explained "I set a range (6-8 heads) to intentionally make it difficult for [Raytheon supply chain] to determine a rate."

34. In or around November 2013, before Raytheon signed a subcontract with Qatari Company, Raytheon Employee 4 traveled to Qatar and started preparing the studies, which Raytheon Employee 4 would later provide to Individual 1 so that Qatari Company could falsely claim that it performed the work required by the subcontract.

35. On or about February 12, 2014, Raytheon issued a purchase order to Qatari Company in the amount of $975,000 for the three studies.

36. Raytheon Employee 4 prepared the third and final study within a few months of Raytheon issuing the subcontract to Qatari Company. Despite that fact, Individual 1 spaced out the status reports provided to Raytheon to make it appear as if Qatari Company performed the work required by the subcontract. For example, on or about May 11, 2014, Individual 1 emailed Raytheon Employee 3 a status report stating that the first study was submitted to the QEAF and that a certificate verifying QEAF's approval was provided to Raytheon. Raytheon Employee 3 responded that "the status of study 2 and study 3 should also be included in this status report." Individual 1 replied "I need to wait for a couple of weeks before I send the status report about the second study since the first study was submitted on [April 20]."

37. Meanwhile, Individual 1 submitted false paperwork to Raytheon certifying that Qatari Company had completed the work on the studies that were actually performed by Raytheon Employee 4. Raytheon Employees 3 and 4 falsely certified that Qatari Company satisfied the requirements of its subcontract, such as providing the studies to Raytheon Employee 4 for review,

to trigger payment from Raytheon to Qatari Company. Also, in order to trigger payment, Qatari Company submitted paperwork to Raytheon certifying that Foreign Official 1, the purported ultimate customer of the studies, received the studies from Qatari Company and approved them in Foreign Official 1's capacity at the QEAF.

38. Between approximately May 28, 2014, and September 8, 2014, Raytheon made three payments totaling approximately $975,000 from its bank account in the United States to Qatari Company's bank account in Qatar, purportedly for the studies on the First Qatar Addition: (a) a transfer of approximately $536,250 on or about May 28, 2014; (b) a transfer of approximately $195,000 on or about August 5, 2014; and (c) a transfer of approximately $243,750 on or about September 8, 2014.

The Second Qatar Addition

39. In or around 2013, as Foreign Official 1 gained more responsibilities within the QEAF, Foreign Official 1 began using an alias when communicating on behalf of the Qatari Entities and instructed Individual 1 to create an alias email account for Foreign Official 1 to use to communicate with Raytheon (the "Alias Email Account"). The Alias Email Account contained the Qatari Company's domain name and an alias for Foreign Official 1 belonging to a relative who shared Foreign Official 1's last name but was not known to be affiliated with the QEAF. Raytheon Employees 1-4 were aware of Foreign Official 1's use of the Alias Email Account.

40. Foreign Official 1 used the Alias Email Account to communicate with other Raytheon personnel in order to secure a subcontract from Raytheon for Qatari Sub 2 for the studies on the Second Qatar Addition.

41. Raytheon Employee 4, with the knowledge of other Raytheon employees, including Raytheon Employee 3, prepared and provided the studies and related documents to Foreign

Official 1 so that Qatari Sub 2 could falsely claim that it performed the work required by the subcontract and get paid by Raytheon.

42. As with the studies on the First Qatar Addition, Foreign Official 1, acting on behalf of the QEAF, requested that studies be added to the Second Qatar Addition at the last-minute, while negotiating the signing of the Second Qatar Addition. Specifically, on or about March 26, 2013, Raytheon Employee 4 emailed a group of Raytheon employees, including Raytheon Employee 3, that "the customer," referencing Foreign Official 1, requested that three studies on air operations be added to the statement of work and performed by Raytheon's program management office. Raytheon Employee 4 attached a signed, modified statement of work for the Second Qatar Addition requiring Raytheon to provide QEAF with three specified studies during the execution of the Second Qatar Addition.

43. On or about and between April 10, 2013, and April 18, 2013, GCC made five payments to Raytheon totaling approximately $15.4 million in connection with the additions: (a) a transfer of approximately $2,549,848 on or about April 10, 2013; (b) a transfer of approximately $5,099,669 on or about April 16, 2013; (c) a transfer of approximately $1,906,954 on or about April 16, 2013; (d) a transfer of approximately $1,906,955 on or about April 16, 2013; and (e) a transfer of approximately $3,998,827 on or about April 18, 2013.

44. On or about April 22, 2013, Raytheon Employee 4 wrote to Raytheon Employees 1 and 3 that Foreign Official 1 "was the main element behind . . . the payment release."

45. On or about October 16, 2015, Raytheon issued a request for a price quotation to Qatari Sub 2 for the three studies for the Second Qatar Addition, to which Qatari Sub 2 provided a response.

46. As with the First Qatar Addition, Raytheon Employee 4 coached Qatari Sub 2 on the proposal it submitted to Raytheon, while Raytheon Employee 3 helped Qatari Sub 2 pass Raytheon's due diligence process in order to receive the subcontract for the studies.

47. For example, on or about February 11, 2015, Raytheon Employee 3 used a personal email account to send Foreign Official 1 an email attaching Raytheon's due diligence questionnaire directed to Qatari Sub 2, and writing "my ideas in red text." The attached questionnaire included Raytheon Employee 3's suggested responses for Qatari Sub 2 to provide to Raytheon, many of which were inaccurate.

48. As another example, on or about June 13, 2015, Raytheon Employee 4 used a personal email account to send an email to Foreign Official 1, writing "please see the attached modified 'old' SOW [Statement of Work]. I added the justification page." Raytheon Employee 4 attached Qatari Company's proposal document for the studies on the First Qatar Addition, along with suggested edits modifying the proposal for the Second Qatar Addition.

49. On or about October 28, 2015, Raytheon Employee 4 used a personal email account to email Foreign Official 1 a draft proposal for Qatari Sub 2 to submit to Raytheon.

50. On or about November 4, 2015, Foreign Official 1, utilizing the Alias Email Account, sent an email to Raytheon's supply chain with Qatari Sub 2's proposal for the studies. The proposal largely tracked the language of the draft sent to Foreign Official 1 by Raytheon Employee 4, described above in paragraph 49, and was signed in the name of Foreign Official 1's alias, with the title of "Member, Board of Directors."

51. On or about March 25, 2016, Raytheon issued a purchase order to Qatari Sub 2 in the amount of $950,000 for the three studies that were part of the Second Qatar Addition. The purchase order was sent to Foreign Official 1 at the Alias Email Account.

52. Raytheon Employee 4 traveled to Qatar on or about and between March 25, 2016, and April 8, 2016. During this time, on or about March 30, 2016, Raytheon Employee 4 used a personal email account to send Foreign Official 1 outlines of the studies and a start-up report, which contained false representations that Qatari Sub 2 performed certain activities to begin work on the studies, directing Foreign Official 1 to print the documents "on company papers, get signatures from the right person, and mail them."

53. As directed by Raytheon Employee 4, on or about April 23, 2016, Foreign Official 1 submitted the start-up report on Qatari Sub 2's letterhead and signed in the name of Foreign Official 1's alias, as board member of Qatari Sub 2.

54. On or about August 30, 2016, after Foreign Official 1 retired from the QEAF, Foreign Official 1, using the Alias Email Account, emailed Raytheon's supply chain two invoices from Qatari Sub 2, along with a form showing approval of the first study by the customer, Foreign Official 1, on behalf of QEAF. Qatari Sub 2's documents were signed in the name of Foreign Official 1's alias, as board member of Qatari Sub 2.

55. On or about March 15, 2017, Raytheon Employee 2 used a personal email account to email Foreign Official 1, requesting confirmation that Qatari Sub 2 had completed the second and third studies. Raytheon Employee 2 reported to Foreign Official 1 that "[w]e have not received their 3rd invoice which is for the second study. Can you please contact me tomorrow to discuss." Foreign Official 1 responded "I am outside Doha[.] The invoice will be sent to you next week and we are in the process of printing the third study. I am following all these issues now."

56. Between approximately January 25, 2017, and November 14, 2017, Raytheon made three payments totaling approximately $950,000 from its bank account in the United States to Qatari Sub 2's bank account in Qatar, purportedly for the studies, including: (a) a transfer of

approximately $475,000 on or about January 25, 2017; (b) a transfer of approximately $237,500 on or about October 3, 2017; and (c) a transfer of approximately $237,500 on or about November 14, 2017.

The JOC Contract

57. In or around 2013, Raytheon pursued a partnership with Qatari Sub 1 on the JOC Contract in order to corruptly influence Foreign Official 1 to improperly assist Raytheon, including by having the QEAF sole source the JOC Contract to Raytheon so that it did not need to engage in a competitive bid. At around this time, Foreign Official 1 assumed responsibility over procurement and logistics at the QEAF and had influence over the committee responsible for the JOC project.

58. On or about September 21, 2013, Raytheon Employee 1 emailed their supervisor and several other Raytheon employees and executives about a meeting with Foreign Official 1. Raytheon Employee 1 had met with Foreign Official 1 in both Foreign Official 1's official capacity on behalf of the QEAF and in a commercial capacity as a representative of the Qatari Entities. Raytheon Employee 1 wrote in the email that, in their role as a decision-maker at the QEAF, Foreign Official 1 submitted a report in favor of proceeding with another contract that was worth billions of dollars to Raytheon. Raytheon Employee 1 also wrote, "Relative to [Qatari Sub 1] they are thinking things over and are strongly considering going with [a competitor of Raytheon]. They have been in discussions with [the competitor] for many months. If they do, then the POA [Probability of Award] for the JOC has just dropped dramatically."

59. In or around June 2014, the QAF selected Qatari Sub 1 as a consultant to the committee in charge of the JOC Contract. As a consultant on the project, Qatari Sub 1 would help draft requests for proposals and advise the Qatari government on which company should be awarded the JOC Contract.

60. On or about March 2, 2015, Raytheon Employee 2 and another Raytheon employee prepared a presentation slide deck on the JOC project, which included Qatari Sub 1, Qatari Sub 2 and Foreign Official 1 as among the "decision-makers" on the contract.

61. After Qatari Sub 1 started advising the QAF on the JOC project, Raytheon, through Raytheon Employee 2 and others, pursued a teaming agreement with Qatari Sub 2 for the JOC Contract. In a summary document on the JOC Contract drafted on or about March 16, 2015, Raytheon Employee 2 described Qatari Sub 2 as a "local Qatari company (part of [Qatari Entities]) and a partnership with them will be key to an award."

62. In or around May 2015, soon after Qatari Sub 1's contract with the QAF became effective, Foreign Official 1 and Raytheon Employee 4 convinced the Qatari government committee overseeing the JOC project to visit Raytheon's offices in California, together with representatives of Qatari Sub 1, and meet with Raytheon personnel in order to discuss and influence the committee's request for proposal documents in Raytheon's favor. The meetings were described in internal Raytheon presentations as "greatly improv[ing] [Raytheon's probability of winning] with sole source possibility."

63. Raytheon Employee 2 negotiated the teaming agreement with Foreign Official 1 and Individual 1 as representatives of Qatari Sub 2.

64. On or about October 13, 2015, during the teaming agreement negotiations, Individual 1 sent an email to Foreign Official 1 and another shareholder/board member of the Qatari Entities with a draft portion of the teaming agreement and wrote "[i]deally, shareholders should stop making the effort to support a sole source contract award to Raytheon until the teaming agreement is signed."

65. On or about February 5, 2016, Qatari Sub 2 and Raytheon signed the teaming agreement for the JOC Contract, despite certain Raytheon executives raising concerns regarding Qatari Sub 2's lack of abilities and its relationship with Foreign Official 1. The teaming agreement provided that Raytheon would submit a proposal to the QAF on the JOC Contract and would offer a subcontract to Qatari Sub 2 for a portion of the awarded work.

66. In or around 2017, Qatar's Ministry of Defense cancelled the JOC project for unrelated reasons. Therefore, Qatari Sub 2 never received any payments from Raytheon under the teaming agreement.

* * * *

67. As a result of the bribe scheme, Raytheon earned approximately $36.7 million in profits from the four additions to the GCC Contract described above, and expected to earn over $72 million more, had the JOC Contract come to fruition.

The ITAR Part 130 Conspiracy

The Arms Export Control Act and the International Traffic in Arms Regulations

68. The Arms Export Control Act ("AECA"), 22 U.S.C. § 2778, authorized the President to control, among other things, the export of defense articles deemed critical to the national security and foreign policy interests of the United States. By Executive Order 13637, the President delegated this authority to the United States Department of State, Directorate of Defense Trade Controls ("DDTC"), empowering DDTC to review and grant export licenses for the transfer or retransfer of defense articles and defense services identified on the United States Munitions List ("USML"). Pursuant to its authority under the AECA, DDTC promulgated the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. §§ 120-130, which contained the USML. Accordingly, the export of USML defense articles and defense services is governed by the AECA and ITAR.

69. Pursuant to the AECA, 22 U.S.C. § 2779, and the ITAR, 22 C.F.R. § 130.9, certain Applicants (as defined in 22 C.F.R. § 130.2) applying for export licenses were required to inform DDTC whether the Applicant or its Vendors (as defined in 22 C.F.R. § 130.8) had paid, offered, or agreed to pay political contributions, fees or commissions in connection with the sale or transfer of a defense article or defense service. The purpose of this provision was to provide Executive Branch oversight of the sale of U.S. military technology and prevent "improper influence" in those sales. H.R. REP. 94-1144, 58, 1976 U.S.C.C.A.N. 1378, 1434. Under these provisions, for defense articles or defense services valued in an amount of $500,000 or more that are sold commercially to or for the use of the Armed Forces of a foreign country or international organization (as defined in 22 C.F.R. § 130.3), an Applicant must report to the DDTC any payments or agreements to pay (i) political contributions of $5,000 or more, and (ii) fees or commissions of $100,000 or more. 22 C.F.R. §§ 130.1, 2, 9.

70. Further, under 22 C.F.R. § 130.11, all Applicants to the DDTC and their Vendors had an ongoing obligation to correct any false statements or omissions on previous export license applications, including false statements or omissions covered by Part 130. If a prior Part 130 statement or report was inaccurate or incomplete, the applicant had to file a supplementary report to ensure that DDTC had complete and accurate information. *Id.*

Overview of the ITAR Part 130 Scheme

71. Between in or around 2012 and in or around 2016, Raytheon, through certain of its employees and agents, knowingly and willfully conspired and agreed with others to violate the AECA and ITAR Part 130 by failing to disclose to DDTC fees and commissions paid in connection with the First Qatar Addition and Second Qatar Addition – specifically, the bribes Raytheon paid to Foreign Official 1 through its sham subcontracts with the Qatari Entities.

72. The First Qatar Addition and Second Qatar Addition involved the transfer of defense articles and defense services by Raytheon to QEAF. Accordingly, Raytheon required a license from DDTC to fulfill these contracts. To obtain a license for both additions, Raytheon submitted an application to DDTC in or around May 2013 (the "License Application"). Because the First and Second Qatar Additions were valued in the millions of dollars, Raytheon was also obligated under ITAR Part 130 to report any anticipated commissions or fees paid in connection with the additions on the License Application. 22 C.F.R. § 130.9. Despite that obligation, however, Raytheon falsely certified that it had no such payments to report, and DDTC approved the License Application in or around July 2013. The license authorizing the First and Second Qatar Additions (the "License") remained in effect until in or around October 2023. At no point during that period did Raytheon disclose to DDTC the bribes paid to Foreign Official 1, despite its ongoing obligation to correct the false certification on the License Application. 22 C.F.R. § 130.11.

73. As explained, Raytheon Employees 1-4 knew about and furthered the Qatar bribery scheme connected to these First and Second Qatar Additions. They also understood export laws and regulations, including the Company's obligations under ITAR Part 130. Further, they were aware that the First Qatar Addition and Second Qatar Addition were subject to the ITAR, and that the Company had an obligation to disclose any reportable payments under Part 130 related to those additions. In continuing to conceal the bribery scheme during all stages of the DDTC licensing and compliance process, however, Raytheon Employees 1-4 willfully caused both the submission of the License Application's false Part 130 certification and Raytheon's subsequent failure to correct it.

Details of the ITAR Part 130 Scheme

Knowledge of ITAR Part 130 Obligations

74. During the relevant period, Raytheon Employees 1-4 were familiar with ITAR Part 130's requirements regulating the disclosure of political contributions, fees and commissions paid in connection with the sales of defense articles and services.

75. Between in or around 2008 and 2018, Raytheon Employees 1-4 received regular training on anti-corruption, export control and sanctions laws, including ITAR Part 130. Raytheon Employees 1-4, for example, each took an annual training course on "Complying with U.S. Export Controls" between 2008 and 2015 as well as several additional refresher courses on export controls. Each of these employees also completed more specialized courses on ITAR requirements and recognizing export-controlled technical information. In or around 2016, moreover, Raytheon Employees 1-4 each completed at least three training courses devoted to compliance with Part 130.

76. Beginning no later than in or around January 2012, moreover, Raytheon Employees 1-4 also received additional reminders about the Company's export obligations, including Part 130 reporting requirements.

77. On or about January 31, 2012, Raytheon Employee 1 forwarded an email chain from Raytheon export compliance personnel to several Raytheon employees, including Raytheon Employees 2-4. The forwarded email was marked with "High" importance and advised the recipients about an upcoming audit of Raytheon's export compliance. The email cautioned, "Please make sure you and yours are familiar with export requirements in general." The first item listed on the agenda for the audit was "Part 130 Compliance (reporting political contributions, fees and commissions involving foreign sales of defense articles/services." The forwarded email also included links to the Company's export controls policies and procedures.

78. On or about December 2, 2013, Raytheon Employee 1 forwarded an email from Raytheon export compliance personnel to several Raytheon employees, including Raytheon Employees 2-4. The forwarded email discussed an April 2013 Consent Agreement Raytheon entered into with DDTC "after an extensive enforcement review found there was a 'corporate- wide weakness' in administering export licenses and agreements." The forwarded email also advised all employees that "you have a responsibility to know and understand your program's export authorizations and proactively manage them."

79. On or about May 19, 2014, Raytheon export compliance personnel sent an email to several Raytheon employees, including Raytheon Employees 1-4. The email advised the recipients, "[p]lease note the below Corporate policies affecting international business and global trade compliance were recently updated." The updated policies listed in the email included Raytheon's policy governing ITAR Part 130 Compliance ("Raytheon's Part 130 Policy"). The email also explained that "the policy establishes controls to assure compliance with U.S. laws and regulations, in particular 22 CFR Part 130."

80. On or about February 26, 2015, Raytheon export compliance personnel sent an email with the subject line, "Additional Part 130 Training – Live Training Requirement" to several Raytheon employees, including Raytheon Employees 1-4. The email stated, "[i]n order to provide guidance and further education regarding Part 130 of the ITAR, Corporate has requested that we provide additional live training to the team here" and that it was "important that [recipients] make every effort to attend this live training session, no sametime." An earlier email in the same chain explained, "[a]s an important anti-corruption monitoring mechanism, we are required by ITAR Part 130 to report compensation paid to third parties who assist in soliciting, promoting or otherwise [] in securing the sale of defense articles and/or defense services to or for the use of the

armed forces of a foreign country." The email further noted that "Raytheon's policy for reporting and responsibilities is set forth in [Raytheon's Part 130 Policy]. We each play an important part in adherence with this requirement." The email included links to the training material as well as additional training and resources on Part 130 compliance.

81. On or about March 25, 2015, Raytheon export compliance personnel sent an email to several Raytheon employees, including Raytheon Employees 1-4. The email advised of updates to Raytheon's Part 130 Policy and included a chart summarizing the updates.

82. On or about May 12, 2015, Raytheon Employee 1 sent an email to several Raytheon employees, including Raytheon Employees 2-4, containing the subject line "Compliance with [Raytheon's Part 130 Policy]." Raytheon Employee 1 wrote, in part, "[I]t is very important that we improve our awareness and acknowledge our [project management] roles and responsibilities relative to [Raytheon's Part 130 Policy]. We have a responsibility to comply with the requirements of this policy and ensure that our staff(s) have an understanding of the policy and what it means to our business." The email also explained that Raytheon's program managers, which included Raytheon Employees 1-4, were "responsible for implementing processes to identify and report payments or agreements to pay" subject to Part 130 disclosure requirements. The email directed all recipients to read and acknowledge their understanding of Raytheon's Part 130 Policy.

83. On or about September 20, 2016, Raytheon export compliance personnel sent an email to Raytheon Employees 1 and 2 with an invitation to attend an "IDS Part 130 Face to Face" training. The email explained, "Export/Import excellence is critical to IDS business growth. Part 130 compliance is essential to that, and as a business we need to continue to focus in this area." The email also noted that the training would include the "Background/History of Part 130 Requirements" and an overview of Raytheon's policies in the area.

Concealment of the Bribes in the Part 130 Reporting Process

Raytheon's Part 130 Reporting Process

84. During the relevant period, Raytheon employed various procedures for compliance with Part 130 reporting. These procedures relied on employee disclosure of any known reportable payments to compliance personnel.

85. First, as noted above, prior to Raytheon's onboarding of any third party as a subcontractor, Raytheon conducted a due diligence process that required employee and third-party input. This due diligence process was the predominant way in which the Company vetted subcontractors to identify potential anticorruption risks, including the risk that a subcontractor may pay bribes that also would implicate ITAR Part 130 reporting requirements.

86. Second, in conjunction with the submission of a license application to DDTC, export compliance officials required employees involved in the underlying contract to review the license application for accuracy and identify Part 130 reportable payments.

87. Third, after a contract subject to the ITAR was signed, Raytheon's Part 130 Policy required either contract management personnel or, beginning in or around April 2014, program management personnel, to collect information about potentially reportable payments for disclosure to DDTC. Because, as noted, ITAR Part 130 also requires applicants for defense contract licenses to disclose commissions, fees or political contributions made by any "vendors" or subcontractors on a defense contract, 22 C.F.R. §§ 130.8, 130.9, Raytheon's Part 130 Policy further required Raytheon employees to obtain an "IN-009" from subcontractors. That form required subcontractors to disclose whether they had paid any commissions, fees or political contributions to another third party in connection with the subcontract.

88. Fourth, following the approval of a license application by DDTC, Raytheon export compliance personnel implemented a "Program Export/Import Control Plan" ("PEICP") for the approved license. The PEICP provided key stakeholders on the contract, including program managers, contract managers, technical directors, and engineers, with a compliance briefing on all conditions of the export authorization, including ongoing Part 130 reporting obligations.

Employees' Willful Failure to Disclose the Bribes

89. In all stages of Raytheon's export compliance process, Raytheon employees had an obligation to identify any potential violations of export laws and regulations, including any potential payments that should be disclosed under ITAR Part 130. Nevertheless, and despite their awareness of Part 130's reporting requirements, Raytheon Employees 1-4 concealed the bribery scheme during this process.

90. Raytheon's due diligence process provided the first mechanism for the Company to screen for the risk of potential corrupt payments to third party subcontractors that would also be reportable under Part 130. Between in or around 2012 and 2015, Raytheon employees, including Raytheon Employee 3, not only evaded that process to assist the Qatari Entities with passing Raytheon's due diligence, including as described above in paragraphs 28 and 46-47, but they also failed to disclose the bribes paid in connection with the First and Second Qatar Additions as required under Part 130.

91. Raytheon employees also concealed the bribe payments at several other stages of the Part 130 reporting and compliance process for the First and Second Qatar Additions.

92. Between in or around January 2013 and May 2013, Raytheon Employees 1, 3, and 4 corresponded with export compliance personnel about applying for the License that would encompass both additions. During the same period, Raytheon's export compliance personnel

solicited information about the additions, including any potentially reportable Part 130 payments, from key stakeholders in the contracts, including Raytheon Employees 1, 3, and 4. Raytheon's export compliance personnel also circulated a draft license application with a Part 130 certification to key stakeholders, including Raytheon Employees 3 and 4. At no point during their involvement in the preparation of the License Application did Raytheon Employees 1, 3, or 4 disclose the anticipated bribes to the Foreign Official 1.

93. On or about May 29, 2013, a Raytheon empowered official, as defined in 22 C.F.R. § 120.25, submitted the License Application for the First Qatar Addition and Second Qatar Addition, based in part on the input of Raytheon Employees 1, 3, and 4. Unbeknownst to the empowered official, the License Application contained the following false certification of compliance with Part 130: "This transaction meets the requirements of 22 C.F.R. 130.2. The applicant or its vendors have not paid, nor offered, nor agreed to pay, in respect of any sale for which a license or approval is requested, political contributions, fees or commissions in amounts specified in 22 CFR 130.9(a)."

94. In or around June 2013, pursuant to Raytheon's Part 130 Policy, the contracts manager for the First Qatar Addition emailed several Raytheon employees soliciting information about payments that must be disclosed under Part 130. The email attached forms containing explicit references to Raytheon's obligation to report fees, commissions, or political contributions paid to third parties in connection with defense contracts as well as Raytheon's Part 130 Policy. Raytheon Employee 3 was copied. He did not, however, disclose the intended bribe payments to Foreign Official 1 with respect to either the First or Second Qatar Additions.

95. On or about July 8, 2013, DDTC approved with provisos the License Application for the First and Second Qatar Additions. A few days later, Raytheon's empowered official sent

the approved application to the contract additions' key stakeholders, including Raytheon Employees 3 and 4. The empowered official requested that they acknowledge, understand, and accept the approval and provisos. Both Raytheon Employees 3 and 4 did so without disclosing intended bribe payments to Foreign Official 1.

96. On or about September 12, 2013, Raytheon Employee 3 signed an internal Raytheon form that documented certain fees or commission payments tied to the First Qatar Addition. The form identified an unrelated Qatar country representative as the recipient of fees or commissions, but not Foreign Official 1.

97. In or around February 2014, the First Qatar Addition's contract manager corresponded with Raytheon export compliance personnel concerning whether there were any fees, commissions or political contributions that were reportable under Part 130 for the First and Second Qatar Additions. Relying on input from other Raytheon employees, including Raytheon Employees 3 and 4, the contract manager affirmed that, to the best of his knowledge, there were no such fees, commissions or contributions to report.

98. On or about May 1, 2014, Raytheon Employees 3 and 4 received a PEICP plan for the License. They were instructed to "[r]eview the enclosed briefing in its entirety." Among other provisions, the PEICP briefing:

a. directed the "Agreement Owner," identified as Raytheon Employee 3, to "make this PEICP available to each member of the team (stakeholders) and ensure all team members have a complete understanding of the scope, limitations and provisos, and PEICP requirements";

b. affirmed that the License "meets Part 130 [requirements]," but further stated, falsely, "that no commissions/fees [were] offered/paid";

c. made clear that "[a]ll personnel are responsible for ensuring compliance under the export authorization, and reporting any potential non-compliance to Ex/Im Ops or the Legal Department immediately"; and

d. warned that "[v]iolations of export control laws can result in business fines and penalties, possible loss of export privileges, . . . any/or employee termination and imprisonment. Any employee who has reason to believe that an export violation has occurred, or may occur . . . must promptly report this information to Export/Import Operations, Legal or the Ethics Office."

99. On or about May 14, 2014, Raytheon Employees 3 and 4 signed the PEICP Briefing without disclosing the intended bribes to Foreign Official 1.

100. In or around February and March 2016, pursuant to its Part 130 Policy, Raytheon made efforts to obtain a signed IN-009 form from Qatari Sub 2 before finalizing the subcontract for the sham studies. On or about February 17, 2016, a Raytheon employee reported to Raytheon Employees 1 and 2 that they had asked Qatari Sub 2 to submit "the FCPA document (IN-009) and the Ts and Cs."

101. On or about March 1, 2016, a Raytheon employee again asked Qatari Sub 2 to return a signed IN-009 form, among other requests, but did not receive a response. Raytheon employees then corresponded internally about the lack of response, with one employee noting, "[Qatari Sub 2] must sign and return IN-009, International Traffic in Arms Regulations (ITAR) Certificate —Reporting of Political Contributions, Fees or Commissions (ITAR Part 130)." This correspondence was forwarded to Raytheon Employee 2, who was asked to "make a call to these guys" to "ask them to respond!" Raytheon Employee 2 confirmed that they would call Qatari Sub 2 directly. A few days later, Raytheon received a signed IN-009 form. Qatari Sub 2 falsely certified

that it had not "directly or indirectly paid, or offered or agreed to pay political contributions, fees or commissions" with respect to the subcontract, when in fact, as noted, the money it would receive was to be funneled, in whole or in part, to Foreign Official 1. At no point while facilitating the submission of the false IN-009 form did Raytheon Employee 2 disclose the intended bribes to Foreign Official 1 as reportable Part 130 payments.

* * * *

102. As a result of the ITAR Part 130 scheme, Raytheon earned approximately $13,690,531.20 in profits from the First and Second Qatar Additions.

ATTACHMENT B

CERTIFICATE OF CORPORATE RESOLUTIONS FOR RAYTHEON COMPANY

WHEREAS, Raytheon Company (the "Company") has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section ("Fraud Section") and National Security Division, Counterintelligence and Export Control Section ("CES"), and the U.S. Attorney's Office for the Eastern District of New York ("EDNY") (together, the "Offices") regarding issues arising in relation to certain improper payments to foreign officials to facilitate the award of contracts and assist in obtaining business for the Company;

WHEREAS, the Company has been engaged in discussions with the Offices regarding the reporting of fees, commissions, and political contributions in connection with authorizations for transfers under the International Traffic in Arms Regulations ("ITAR"); and

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 General Counsel, Christopher McDavid, 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 RESOLVED that:

1. The Company (a) acknowledges the filing of the two-count Information charging the Company with one count of conspiracy to commit an offense against the United States, in violation of Title 18, United States Code, Section 371, that is, to violate the anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, Title 15, United States Code,

Section 78dd-1 and one count of conspiracy to commit an offense against the United States, in violation of Title 18, United States Code, Section 371, that is, to violate the Arms Export Control Act ("AECA"), 22 U.S.C. § 2778 et seq., and Part 130 of its implementing regulations, the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. §§ 120-130; (b) waives indictment on such charges and enters into a deferred prosecution agreement with the Offices; and (c) agrees to accept a monetary penalty against the Company totaling $252,304,850, and to pay such penalty to the United States Treasury with respect to the conduct described in the Information; and (d) agrees to pay $36,696,068 in forfeiture as instructed by the Offices with respect to the conduct described in the Information.

2. The Company accepts the terms and conditions of this Agreement, including, but not limited to, (a) a knowing waiver of its rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); and (b) 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 and consents to the filing of the Information, as provided under the terms of this Agreement, in the United States District Court for the Eastern District of New York; and (c) 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 General Counsel of Company, Christopher McDavid, is hereby authorized, empowered and directed, on behalf of the Company, to execute the Deferred Prosecution

Agreement substantially in such form as reviewed by this Board of Directors at this meeting with such changes as the General Counsel of Company, Christopher McDavid, may approve;

4. The General Counsel of Company, Christopher McDavid, is hereby 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 resolutions; and to delegate in writing to one or more officers or employees of the Company the authority to approve the forms, terms and provisions of, and to execute, any such agreements or documents; and

5. All of the actions of the General Counsel of Company, Christopher McDavid,

which actions would have been authorized by the foregoing resolutions except that such actions were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved, and adopted as actions on behalf of the Company.

Date: October 9, 2024

By: /s/ CHRISTOPHER MCDAVID
Corporate Secretary
Raytheon Company

CERTIFICATE OF CORPORATE RESOLUTIONS
FOR RTX CORPORATION

WHEREAS, RTX Corporation ("RTX") has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section ("Fraud Section") and National Security Division, Counterintelligence and Export Control Section ("CES"), and the U.S. Attorney's Office for the Eastern District of New York ("EDNY") (together, the "Offices") regarding issues arising in relation to certain improper payments to foreign officials to facilitate the award of contracts and assist in obtaining business for Raytheon Company (the "Company"); WHEREAS, RTX has been engaged in discussions with the Offices regarding the Company's reporting of fees, commissions, and political contributions in connection with authorizations for transfers under the International Traffic in Arms Regulations ("ITAR"); and WHEREAS, in order to resolve such discussions, it is proposed that RTX (on behalf of itself and the Company) agrees to certain terms and obligations of a deferred prosecution agreement between the Company and the Offices; and

WHEREAS, RTX's General Counsel, Ramsaran Maharajh, together with outside counsel for RTX, have advised the Board of Directors of RTX of its rights, possible defenses, the Sentencing Guidelines' provisions, and the consequences of agreeing to such terms and obligations of the Agreement between the Company and the Offices;

Therefore, the Board of Directors has RESOLVED that:

1. RTX (a) acknowledges the filing of the two-count Information charging the Company with one count of conspiracy to commit an offense against the United States, in violation of Title 18, United States Code, Section 371, that is, to violate the anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, Title 15, United States Code,

Section 78dd-1 and one count of conspiracy to commit an offense against the United States, in violation of Title 18, United States Code, Section 371, that is, to violate the Arms Export Control Act ("AECA"), 22 U.S.C. § 2778 et seq., and Part 130 of its implementing regulations, the International Traffic in Arms Regulations ("ITAR"), §§ 120-130; (b) undertakes certain obligations under the Agreement between the Company and the Offices; (c) agrees to accept a monetary penalty against the Company totaling $252,304,850 and to pay such penalty to the United States Treasury with respect to the conduct described in the Information if the Company does not pay such monetary penalty within the time period specified in the Agreement; and (d) agrees that the Company must pay $36,696,068 in forfeiture with respect to the conduct described in the Information and agrees to pay such forfeiture as instructed by the Offices if the Company does not pay such forfeiture within the time period specified in the Agreement;

2. RTX accepts the terms and conditions of this Agreement, including, but not limited to, (a) a knowing waiver of the Company's rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); and (b) 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 and consents to the filing of the Information against the Company, as provided under the terms of this Agreement, in the United States District Court for the Eastern District of New York; and (c) 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 General Counsel of RTX. Ramsaran Maharajh. is hereby authorized. empowered and directed. on behalf of RTX to agree to certain terms and obligations of the Agreement substantially in such form as reviewed by this Board of Directors at this meeting with such changes as the General Counsel of RTX, Ramsaran Maharajh, may approve;

4. The General Counsel of RTX, Ramsaran Maharajh, is hereby 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 resolutions; and to delegate in writing to one or more officers or employees of the Company the authority to approve the forms. terms and provisions of, and to execute, any such agreements or documents; and

5. All of the actions of the General Counsel of RTX, Ramsaran Maharajh, which actions would have been authorized by the foregoing resolutions except that such actions were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved, and adopted as actions on behalf of the RTX.

Date: October 9, 2024

By: /s/ EDWARD G. PERRAULT
Corporate Secretary
RTX Corporation

ATTACHMENT C

CORPORATE COMPLIANCE PROGRAM

In order to address any deficiencies in its internal controls, compliance code, policies, and procedures regarding compliance with the Foreign Corrupt Practices Act ("FCPA"), 15 U.S.C. §§ 78dd-1, *et seq.,* and Part 130 of the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. § 130, as authorized by the Arms Export Control Act ("AECA"), 22 U.S.C. § 2778 *et seq.*, and other applicable anti-corruption laws, Raytheon Company (the "Company") and its corporate parent, RTX Corporation ("RTX") agree to continue to conduct, in a manner consistent with all of their obligations under this Agreement, appropriate reviews of the Company's existing internal controls, policies, and procedures.

Where necessary and appropriate, RTX or the Company agrees to modify the Company's compliance program, including internal controls, compliance policies, and procedures in order to ensure that it maintains: (a) an effective system of internal accounting controls designed to ensure the making and keeping of fair and accurate books, records, and accounts; and (b) a rigorous compliance program that incorporates relevant internal accounting controls, as well as policies and procedures designed to effectively detect and deter violations of the FCPA, Part 130 of the ITAR, and other applicable anti-corruption laws. 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 provide strong, explicit, and visible support and commitment to compliance with its corporate policy against

violations of the FCPA, Part 130 of the ITAR, and other applicable anti-corruption laws (collectively, the "anti-corruption laws"), its compliance policies, and the Code of Conduct, and demonstrate rigorous support for compliance principles via their actions and words.

2. The Company will 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 create and foster 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 implement a risk management process to identify, analyze, and address the individual circumstances of the Company, in particular the foreign bribery and ITAR Part 130 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 anti-corruption laws and ITAR Part 130, its compliance policies, and the Code of Conduct.

Policies and Procedures

5. The Company will develop and promulgate a clearly articulated and visible corporate policy against violations of anti-corruption laws and ITAR Part 130, which shall be memorialized in a written compliance policy or policies.

6. The Company will develop and promulgate compliance policies and procedures designed to reduce the prospect of violations of anti-corruption laws and ITAR Part 130, and the Company's compliance policies and the Code of Conduct, and the Company will take appropriate

measures to encourage and support the observance of ethics and compliance policies and procedures against violation of anti-corruption laws and ITAR Part 130 by personnel at all levels of the Company. These anti-corruption and ITAR Part 130 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. gifts;

b. hospitality, entertainment, and expenses;

c. customer travel;

d. political contributions;

e. charitable donations and sponsorships;

f. facilitation payments;

g. solicitation and extortion; and

h. fees and commissions under ITAR Part 130.

7. The Company will ensure that it has a system of financial and accounting procedures, including a system of internal controls, reasonably designed to ensure the maintenance of fair and accurate books, records, and accounts. This system should be designed to provide reasonable assurances that:

a. transactions are executed in accordance with management's general or specific authorization;

b. transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and to maintain accountability for assets;

c. access to assets is permitted only in accordance with management's general or specific authorization; and

d. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

8. The Company shall review its anti-corruption and ITAR Part 130 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

9. The Company will assign responsibility to one or more senior corporate executives of the Company for the implementation and oversight of the Company's anti-corruption and associated ITAR Part 130 compliance policies and procedures. Such corporate official(s) shall have the authority to report directly to independent monitoring bodies, including internal audit, RTX's Board of Directors, or any appropriate committee of RTX'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

10. The Company will implement mechanisms designed to ensure that the Code of Conduct and anti-corruption and ITAR Part 130 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 anticorruption or associated Part 130 risk to the Company, and, where necessary and appropriate, agents and business partners; (b) corresponding certifications by all such directors, officers, employees and agents and business partners, certifying compliance with the training requirements; and (c) metrics for measuring knowledge retention and effectiveness of the training. The Company will conduct training in a manner tailored to the audience's size, sophistication, or subject matter expertise and, where appropriate, will discuss prior compliance incidents.

11. 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 anti-corruption and associated Part 130 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

12. 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 Code of Conduct or anti-corruption compliance policies and procedures and protection of directors, officers, employees, and, where appropriate, agents and business partners who make such reports. To ensure effectiveness, the Company commits to following applicable anti-

retaliation and whistleblower protection laws, and to appropriately training employees on such laws.

13. 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 anti-corruption laws and associated Part 130 violations, or the Company's anti- corruption and associated Part 130 compliance policies and procedures.

Compensation Structures and Consequence Management

14. The Company will implement 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 anti-corruption laws and associated Part 130 violations, its compliance policies, and the 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.

15. The Company will institute appropriate disciplinary procedures to address, among other things, violations of anti-corruption laws and associated Part 130 violations, and the Code of Conduct and 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 implement 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 anti-corruption and associated Part 130 compliance program is effective.

Third-Party Management

16. The Company will institute appropriate risk-based due diligence and compliance requirements pertaining to the retention and oversight of all agents and business partners, including:

a. properly documenting 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 anti-corruption laws and Part 130, and of the Code of Conduct and anti-corruption and associated Part 130 compliance policies and procedures; and

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

17. The Company will understand and record the business rationale for using a third party in a transaction, and will conduct adequate due diligence with respect to the risks posed by a third-party partner such as a third-party partner's reputations and relationships, if any, with foreign officials. The Company will ensure that contract terms with third parties specifically describe the services to be performed, that the third party is actually performing the described work, that its compensation is commensurate with the work being provided in that industry and geographical region, and that Part 130 reporting is completed for any fees or commissions paid to a third party that meet the reporting threshold. The Company will 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.

18. Where necessary and appropriate, the Company will include standard provisions in agreements, contracts, and renewals thereof with all agents and business partners that are reasonably calculated to prevent violations of the anti-corruption laws and associated Part 130 violations, which may, depending upon the circumstances, include: (a) anti-corruption and Part 130 representations and undertakings relating to compliance with the anti-corruption laws and Part 130; (b) rights to conduct audits of the books and records of the agent or business partner to ensure compliance with the foregoing; and (c) rights to terminate an agent or business partner as a result of any breach of the anti-corruption laws and associated Part 130 violations, the Code of Conduct or compliance policies, or procedures, or the representations and undertakings related to such matters.

Mergers and Acquisitions

19. 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 anti-corruption and Part 130 due diligence by legal, accounting, and compliance personnel.

20. The Company will ensure that the Code of Conduct and compliance policies and procedures regarding anti-corruption laws and Part 130 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 Paragraph 10 above on anti-corruption laws and Part 130, and the Company's compliance policies and procedures regarding the same;

b. where warranted, conduct an FCPA-specific or Part 130 of the ITAR- specific audit of all newly acquired or merged businesses as quickly as practicable;

c. where warranted, establish a plan to integrate the acquired businesses or entities into the Company's enterprise resource planning systems as quickly as practicable.

Monitoring and Testing

21. The Company will conduct periodic reviews and testing of all elements of its compliance program to evaluate and improve their effectiveness in preventing and detecting violations of anti-corruption laws and associated Part 130 violations, and the Code of Conduct and anti-corruption and associated Part 130 compliance policies and procedures, taking into account relevant developments in the field and evolving international and industry standards.

22. The Company will ensure that the testing or audit function is accountable to senior management, is independent of the audited activities and functions, and has sufficient authority, skills, expertise, resources, and authority within the organization.

23. 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

24. The Company will 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

INDEPENDENT COMPLIANCE MONITOR

The duties and authority of the Independent Compliance Monitor (the "Monitor"), and the obligations of Raytheon Company (the "Company"), on behalf of itself and its subsidiaries and affiliates, and RTX Corporation ("RTX") (together, the "Companies"), with respect to the Monitor, United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section") and National Security Division, Counterintelligence and Export Control Section ("CES"), and the United States Attorney's Office for the Eastern District of New York (the "EDNY") (together, the "Offices") are as described below:

1. The Company will retain the Monitor for a period of three years (the "Term of the Monitorship"), unless either the extension or early termination provision of Paragraph 3 of the Deferred Prosecution Agreement (the "Agreement") is triggered.

Monitor's Mandate

2. The Monitor's primary responsibility is to assess and monitor the Companies' compliance with the terms of the Agreement, including the Corporate Compliance Program in Attachment C, to specifically address and reduce the risk of any recurrence of the Company's misconduct. The Monitor's mandate does not extend to the subsidiaries, affiliates, divisions, or businesses of RTX other than the Company and the Company's subsidiaries and affiliates. During the Term of the Monitorship, the Monitor will evaluate, in the manner set forth below, the effectiveness of the internal accounting controls, record-keeping, and financial reporting and compliance policies and procedures of the Company as they relate to the Company's current and ongoing compliance with the Foreign Corrupt Practices Act ("FCPA"), 15 U.S.C. §§ 78dd-1, *et seq.,* and Part 130 of the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. §130, as

authorized by the Arms Export Control Act ("AECA"), 22 U.S.C. § 2778 *et seq.*, and other applicable anti-corruption laws, and take such reasonable steps as, in his or her view, may be necessary to fulfill the foregoing mandate (the "Mandate"). The Mandate with respect to Part 130 of the ITAR shall be to be evaluate the effectiveness of the coordination and information-sharing between the company's anti-corruption and global trade compliance programs to ensure accurate reporting of third-party payments under Part 130, including the effectiveness of the Company's anti-corruption compliance program in ensuring that information relevant to Part 130 reporting is provided to Company personnel responsible for Part 130 reporting. This Mandate shall include an assessment of RTX's and the Company's Boards of Directors' and senior management's commitment to, and effective implementation of, the corporate compliance program described in Attachment C of the Agreement.

Companies' Obligations

3. The Companies shall cooperate fully with the Monitor, and the Monitor shall have the authority to take such reasonable steps as, in his or her view, may be necessary to be fully informed about the Company's compliance program in accordance with the principles set forth herein and subject to applicable law, including applicable national security, data protection, and labor laws and regulations. To that end, the Companies shall: facilitate the Monitor's access to the Companies' documents and resources; not limit such access, except as provided in Paragraphs 5- 6; and provide guidance on applicable local law (such as relevant data protection and labor laws). The Companies shall provide the Monitor with access to all information, documents, records, facilities, and employees, as reasonably requested by the Monitor, that fall within the scope of the Mandate of the Monitor under the Agreement. The Companies shall use their best efforts to provide the Monitor with access to the Companies' former employees and to third-party vendors,

agents, and consultants (collectively, "agents and business partners"), as reasonably requested by the Monitor, that fall within the scope of the Mandate of the Monitor under the Agreement. The Company shall inform agents and business partners of this obligation. Fees and costs associated with the Monitorship shall be expressly unallowable costs for Government contract accounting purposes.

4. Any disclosure by the Companies to the Monitor concerning potential violations of U.S. anti-corruption or export control laws made by or at the Company shall not relieve the Companies of any otherwise applicable obligation to truthfully disclose such matters to the Offices, pursuant to the Agreement.

Withholding Access

5. The parties agree that no attorney-client relationship shall be formed between the Companies and the Monitor. In the event that the Companies seek to withhold from the Monitor access to information, documents, records, facilities, or current or former employees of the Companies that may be subject to a claim of attorney-client privilege or to the attorney work- product doctrine, or where the Companies reasonably believe production would otherwise be inconsistent with applicable law, the Companies shall work cooperatively with the Monitor to resolve the matter to the satisfaction of the Monitor.

6. If the matter cannot be resolved, at the request of the Monitor, the Companies shall promptly provide written notice to the Monitor and the Offices. Such notice shall include a general description of the nature of the information, documents, records, facilities, or current or former employees that are being withheld, as well as the legal basis for withholding access. The Offices may then consider whether to make a further request for access to such information, documents,

records, facilities, or employees. Any such request would be made pursuant to the cooperation provisions set forth in Paragraph 5 of the Agreement.

Monitor's Coordination with the Companies and Review Methodology

7. In carrying out the Mandate, to the extent appropriate under the circumstances, the Monitor should coordinate with the Companies' personnel, including in-house counsel, compliance personnel, and internal auditors, on an ongoing basis. The Monitor may rely on the product of the Companies' processes, such as the results of studies, reviews, sampling and testing methodologies, audits, and analyses conducted by or on behalf of the Companies, as well as the Companies' internal resources (*e.g.*, legal, compliance, and internal audit), which can assist the Monitor in carrying out the Mandate through increased efficiency and Company/RTX-specific expertise, provided that the Monitor has confidence in the quality of those resources.

8. The Monitor's reviews should use a risk-based approach, and thus, the Monitor is not expected to conduct a comprehensive review of all business lines, all business activities, or all markets. In carrying out the Mandate, the Monitor should consider, for instance, risks presented by: (a) the countries and industries in which the Company operates and where their customers are located; (b) the nature of the Company's customers and business partners; (c) current and future business opportunities and transactions; (d) current and potential agents and business partners, and the business rationale for such relationships; (e) the Company's gifts, travel, and entertainment interactions with foreign officials; (f) the Company's involvement with foreign officials, including the amount of foreign government regulation and oversight of the Company in conducting its business affairs, such as licensing and permitting; and (g) the Company's exposure to customs and immigration issues in conducting its business affairs.

9. In undertaking the reviews to carry out the Mandate, the Monitor shall formulate conclusions based on, among other things: (a) inspection of relevant documents, including the Companies' current policies and procedures governing compliance with the FCPA, ITAR Part 130, and other applicable anti-corruption laws; (b) on-site observation of selected systems and procedures of the Company at sample sites, including internal accounting controls, record-keeping, internal audit procedures, and Part 130 procedures; (c) meetings with, and interviews of, relevant current and, where appropriate, former directors, officers, employees, business partners, agents, and other persons at mutually convenient times and places; and (d) analyses, studies, and testing of the Company's compliance program.

Monitor's Written Work Plans

10. To carry out the Mandate, during the Term of the Monitorship, the Monitor shall conduct an initial ("first") review and prepare a first report, followed by at least two follow-up reviews and reports as described in Paragraphs 16-19 below. With respect to the first report, after consultation with the Companies and the Offices, the Monitor shall prepare the first written work plan within sixty (60) calendar days of being retained, and the Companies and the Offices shall provide comments within thirty (30) calendar days after receipt of the written work plan. With respect to each follow-up report, after consultation with the Companies and the Offices, the Monitor shall prepare a written work plan at least thirty (30) calendar days prior to commencing a review, and the Companies and the Offices shall provide comments within twenty (20) calendar days after receipt of the written work plan. Any disputes between the Companies and the Monitor with respect to any written work plan shall be decided by the Offices in their sole discretion.

11. All written work plans shall identify with reasonable specificity the activities the Monitor plans to undertake in execution of the Mandate, including a written request for documents.

The Monitor's work plan for the first review shall include such steps as are reasonably necessary to conduct an effective first review in accordance with the Mandate, including by developing an understanding, to the extent the Monitor deems appropriate, of the facts and circumstances surrounding any violations that may have occurred before the date of the Agreement. In developing such understanding, the Monitor is to rely, to the extent possible, on available information and documents provided by the Companies. It is not intended that the Monitor will conduct his or her own inquiry into the historical events that gave rise to the Agreement.

First Review

12. The first review shall commence no later than one hundred twenty (120) calendar days from the date of the engagement of the Monitor (unless otherwise agreed by the Companies, the Monitor, and the Offices). The Monitor shall issue a written report within one hundred fifty calendar (150) days of commencing the first review, setting forth the Monitor's assessment and, if necessary, making recommendations reasonably designed to improve the effectiveness of the Company's program for ensuring compliance with the FCPA, Part 130 of the ITAR, and other applicable anti-corruption laws. The Monitor should consult with the Companies concerning his or her findings and recommendations on an ongoing basis and should consider the Companies' comments and input to the extent the Monitor deems appropriate. The Monitor may also choose to share a draft of his or her reports with the Companies prior to finalizing them. The Monitor's reports need not recite or describe comprehensively the Company's history or compliance policies, procedures and practices. Rather, the reports should focus on areas the Monitor has identified as requiring recommendations for improvement or which the Monitor otherwise concludes merit particular attention. The Monitor shall provide the report to the Board of Directors of the Companies and contemporaneously transmit copies to:

Deputy Chief – FCPA Unit Deputy Chief – CECP Unit
Criminal Division, Fraud Section
U.S. Department of Justice
1400 New York Avenue N.W.
Bond Building, Eleventh Floor
Washington, D.C. 20005

Chief, Business and Securities Fraud Section
United States Attorney's Office for the Eastern District of New York
271-A Cadman Plaza East
Brooklyn, NY 11201

Chief and Deputy Chief Counsel for Corporate Enforcement
National Security Division
U.S. Department of Justice
Robert F. Kennedy Building
950 Pennsylvania Avenue N.W.
Washington, D.C. 20530

After consultation with the Companies, the Monitor may extend the time period for issuance of the first report for a brief period of time with prior written approval of the Offices.

13. Within one hundred fifty (150) calendar days after receiving the Monitor's first report, the Companies shall adopt and implement all recommendations in the report. If the Companies consider any recommendations unduly burdensome, inconsistent with applicable law or regulation, impractical, excessively expensive, or otherwise inadvisable, they must notify the Monitor and the Offices of any such recommendations in writing within sixty (60) calendar days of receiving the report. The Companies need not adopt those recommendations within the one hundred fifty (150) calendar days of receiving the report but shall propose in writing to the Monitor and the Offices an alternative policy, procedure, or system designed to achieve the same objective or purpose. As to any recommendation on which the Companies and the Monitor do not agree, such parties shall attempt in good faith to reach an agreement within forty-five (45) calendar days after the Company or RTX serves the written notice.

14. In the event the Companies and the Monitor are unable to agree on an acceptable alternative proposal, the Companies shall promptly consult with the Offices. The Offices may consider the Monitor's recommendation and the Companies' reasons for not adopting the recommendation in determining whether the Companies have fully complied with their obligations under the Agreement. Pending such determination, the Companies shall not be required to implement any contested recommendation(s).

15. With respect to any recommendation that the Monitor determines cannot reasonably be implemented within one hundred fifty (150) calendar days after receiving the report, the Monitor may extend the time period for implementation with prior written approval of the Offices.

Follow-Up Reviews

16. A follow-up review shall commence no later than one hundred and eighty (180) calendar days after the issuance of the first report (unless otherwise agreed by the Companies, the Monitor, and the Offices). The Monitor shall issue a written follow-up ("second") report within one hundred twenty (120) calendar days of commencing the second review, setting forth the Monitor's assessment and, if necessary, making recommendations in the same fashion as set forth in Paragraph 12 with respect to the first review. After consultation with the Companies, the Monitor may extend the time period for issuance of the second report for a brief period of time with prior written approval of the Offices.

17. Within one hundred twenty (120) calendar days after receiving the Monitor's second report, the Companies shall adopt and implement all recommendations in the report, unless, within thirty (30) calendar days after receiving the report, the Companies notify in writing the Monitor and the Offices concerning any recommendations that the Companies consider unduly

burdensome, inconsistent with applicable law or regulation, impractical, excessively expensive, or otherwise inadvisable. With respect to any such recommendation, the Companies need not adopt that recommendation within the one hundred twenty (120) calendar days of receiving the report but shall propose in writing to the Monitor and the Offices an alternative policy, procedure, or system designed to achieve the same objective or purpose. As to any recommendation on which the Companies and the Monitor do not agree, such parties shall attempt in good faith to reach an agreement within thirty (30) calendar days after the Companies serve the written notice.

18. In the event the Companies and the Monitor are unable to agree on an acceptable alternative proposal, the Companies shall promptly consult with the Offices. The Offices may consider the Monitor's recommendation and the Companies' reasons for not adopting the recommendation in determining whether the Companies have fully complied with their obligations under the Agreement. Pending such determination, the Companies shall not be required to implement any contested recommendation(s). With respect to any recommendation that the Monitor determines cannot reasonably be implemented within one hundred twenty (120) calendar days after receiving the report, the Monitor may extend the time period for implementation with prior written approval of the Offices.

19. The Monitor shall undertake a second follow-up ("third") review not later than one hundred fifty (150) days after the issuance of the second report (unless otherwise agreed by the Companies, the Monitor, and the Offices). The Monitor shall issue a third report within one hundred and twenty (120) days of commencing the review, and recommendations shall follow the same procedures described in Paragraphs 16-18. Following the third review, the Monitor shall certify whether the Company's Corporate Compliance Program, including its policies, procedures, and internal controls, is reasonably designed and implemented to prevent and detect violations of

the FCPA, Part 130 of the ITAR, and other applicable anti-corruption laws. The final review and report shall be completed and delivered to the Offices no later than thirty (30) days before the end of the Term. If, by the third review, the Monitor assesses that the Company's Corporate Compliance Program is not reasonably designed and implemented to prevent and detect violations of the FCPA, Part 130 of the ITAR, and other applicable anti-corruption laws, the Offices may, in their sole discretion, declare a breach or extension of the Agreement or the Monitorship.

Monitor's Discovery of Potential or Actual Misconduct

20. (a) Except as set forth below in sub-paragraphs (b), (c) and (d), should the Monitor discover during the course of his or her engagement that any director, officer, employee, agent, third-party vendor, or consultant of the Company may have engaged in unlawful activity in violation of the FCPA, Part 130 of the ITAR, or other applicable anti-corruption laws ("Potential Misconduct"), the Monitor shall immediately report the Potential Misconduct to RTX's or the Company's General Counsel, Chief Compliance Officer, and/or Audit Committee for further action, unless the Potential Misconduct was already so disclosed. The Monitor also may report Potential Misconduct to the Offices at any time, and shall report Potential Misconduct to the Offices when it requests the information.

(b) In some instances, the Monitor should immediately report Potential Misconduct directly to the Offices and not to the Company. The presence of any of the following factors militates in favor of reporting Potential Misconduct directly to the Offices and not to the Company, namely, where the Potential Misconduct: (1) poses a risk to U.S. national security, public health or safety or the environment; (2) involves senior management of the Company; (3) involves obstruction of justice; or (4) otherwise poses a substantial risk of harm.

(c) If the Monitor believes that any Potential Misconduct has occurred or may constitute a criminal or regulatory violation ("Actual Misconduct"), the Monitor shall immediately report the Actual Misconduct to the Offices. When the Monitor discovers Actual Misconduct, the Monitor shall disclose the Actual Misconduct solely to the Offices, and, in such cases, disclosure of the Actual Misconduct to the General Counsel, Chief Compliance Officer, and/or the Audit Committee of the Company should occur as the Offices and the Monitor deem appropriate under the circumstances.

(d) The Monitor shall address in his or her reports the appropriateness of the Company's response to disclosed Potential Misconduct or Actual Misconduct, whether previously disclosed to the Offices or not.

(e) Further, if the Companies or any entity or person working directly or indirectly for or on behalf of the Companies withholds information necessary for the performance of the Monitor's responsibilities and the Monitor believes that such withholding is without just cause, the Monitor shall also immediately disclose that fact to the Offices and address the Companies' failure to disclose the necessary information in his or her reports.

(f) Neither the Companies nor anyone acting on their behalf shall take any action to retaliate against the Monitor for any such disclosures or for any other reason.

Meetings During Pendency of Monitorship

21. The Monitor shall meet with the Offices within thirty (30) calendar days after providing each report to the Offices to discuss the report, to be followed by a meeting between the Offices, the Monitor, and the Companies.

22. At least annually, and more frequently if appropriate, representatives from the Companies and the Offices will meet to discuss the monitorship and any suggestions, comments,

or improvements the Companies may wish to discuss with or propose to the Offices, including with respect to the scope or costs of the monitorship.

Contemplated Confidentiality of Monitor's Reports

23. The reports will likely include proprietary, financial, confidential, and competitive business information. Moreover, public disclosure of the reports could discourage cooperation, or impede pending or potential government investigations and thus undermine the objectives of the monitorship. 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 the Offices determine in their sole discretion that disclosure would be in furtherance of the Offices' discharge of their duties and responsibilities or is otherwise required by law.

ATTACHMENT E

CERTIFICATION

To: United States Department of Justice
Criminal Division, Fraud Section
Attention: Chief of the Fraud Section

United States Department of Justice
National Security Division
Counterintelligence and Export Control Section
Attention: Chief of the Counterintelligence and Export Control Section

United States Attorney's Office Eastern
District of New York
Attention: United States Attorney

Re: Deferred Prosecution Agreement Disclosure Certification

The undersigned certify, pursuant to Paragraph 6 of the deferred prosecution agreement ("the Agreement") filed on October 16, 2024, in the United States District Court for the Eastern District of New York, by and between the United States of America and Raytheon Company (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 United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section"), National Security Division, Counterintelligence and Export Control Section ("CES"), and United States Attorney's Office for the Eastern District of New York (collectively, 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 the FCPA anti-bribery or accounting provisions or the Foreign Extortion Prevention Act ("FEPA") had the conduct occurred within the jurisdiction of the United States, as well as any non-frivolous evidence or allegation of conduct that may constitute a criminal violation of the Arms Export Control Act ("AECA"), 22 U.S.C. §

[1] 2778 et seq., and its implementing regulations, the International Traffic in Arms Regulations ("ITAR"), §§ 120-130 ("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 President and the Chief Financial Officer 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 Eastern District of New York. 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 Eastern District of New York.

Date: _____ Name (Printed): _____

_____

Name (Signed): _____
President
Raytheon Company

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Financial Officer
Raytheon Company

ATTACHMENT F

COMPLIANCE CERTIFICATION

To: United States Department of Justice
Criminal Division, Fraud Section
Attention: Chief of the Fraud Section

United States Department of Justice
National Security Division
Counterintelligence and Export Control Section
Attention: Chief of the Counterintelligence and Export Control Section

United States Attorney's Office Eastern District of New York
Attention: United States Attorney

Re: Deferred Prosecution Agreement Certification

The undersigned certify, pursuant to Paragraph 14 of the Deferred Prosecution Agreement filed on October 16, 2024, in the United States District Court for the Eastern District of New York, by and between the United States of America and Raytheon Company (the "Company") (the "Agreement"), that the undersigned are aware of the Company's compliance obligations under Paragraphs 14 and 15 of the Agreement, and that, based on the undersigned's review and understanding of the Company's anti-corruption and Part 130 of the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. § 130 compliance program, the Company has implemented an anti-corruption and ITAR Part 130 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 the anti-corruption laws and ITAR Part 130 throughout the Company's operations.

The undersigned hereby certify that they are respectively the President of the Company and the Chief Compliance Officer ("CCO") of the Company and the Chief Executive Officer and Chief Compliance Officer of RTX and that each has been duly authorized by the Company and RTX,

respectively, to sign this Certification on behalf of the Company and RTX.

This Certification shall constitute a material statement and representation by the undersigned and by, on behalf of, and for the benefit of, the Company and RTX 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 Eastern District of New York. 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 Eastern District of New York.

Date: _____ Name (Printed): _____

Name (Signed): _____
President
Raytheon Company

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Compliance Officer
Raytheon Company

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Executive Officer
RTX

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Compliance Officer
RTX

UNITED STATES DISTRICT COURT DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA	)	
	)	
	)	Criminal No. 24-
v.	)	
	)	
RAYTHEON COMPANY,	)	
	)	
Defendant.	)	
	)	
	)	

DEFERRED PROSECUTION AGREEMENT

Defendant Raytheon Company (the "Company"), pursuant to authority granted by the Company's Board of Directors reflected in Attachment B, and the United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section") and the United States Attorney's Office for the District of Massachusetts (the "Office"), enter into this deferred prosecution agreement (the "Agreement"). RTX Corporation ("RTX"), which is not a defendant in this matter, also agrees, pursuant to the authority granted by RTX's Board of Directors, to certain terms and obligations of the Agreement as described below. The terms and conditions of this Agreement are as follows:

Criminal Information and Acceptance of Responsibility

1. The Company acknowledges and agrees that the Fraud Section and the Office will file the attached two count criminal Information in the United States District Court for the District of Massachusetts charging the Company with Major Fraud Against the United States, in violation of 18 United States Code Section 1031.

In so doing, the Company: (a) knowingly waives any right it may have to indictment on these charges, as well as all rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); (b) knowingly waives any objection with respect to venue to any charges by the United States arising out of the conduct described in the Statement of Facts attached hereto as Attachment A ("Statement of Facts") and consents to the filing of the Information, as provided under the terms of this Agreement, in the United States District Court for the District of Massachusetts; and (c) agrees that the charges in the Information and any charges arising from the conduct described in the Statement of Facts are not time-barred by the applicable statute of limitations on the date of the signing of this Agreement. The Fraud Section and the Office agree to defer prosecution of the Company pursuant to the terms and conditions described below.

2. 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 charged in the Information, and as set forth in the Statement of Facts, and that the allegations described in the Information and the facts described in the Statement of Facts are true and accurate. The Company and RTX agree that, effective as of the date the Company signs this Agreement, in any prosecution that is deferred by this Agreement, the Company and RTX will not dispute the Statement of Facts set forth in this Agreement, and, in any such prosecution, the Statement of Facts shall be admissible as: (a) substantive evidence offered by the government in its case-in- chief and rebuttal case; (b) impeachment evidence offered by the government on cross- examination; and (c) evidence at any sentencing hearing or other hearing. In addition, in connection therewith, the Company and RTX agree not to assert any claim under the United

States Constitution, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal Procedure, Section 1B1.1(a) of the United States Sentencing Guidelines, or any other federal rule that the Statement of Facts should be suppressed or is otherwise inadmissible as evidence in any form.

Term of the Agreement

3. This Agreement is effective for a period beginning on the date on which the Information is filed and ending three years from the later of the date on which the Information is filed or the date on which the independent compliance monitor (the "Monitor") is retained by the Company, as described in Paragraphs 14 through 17 below (the "Term"). The Company and RTX agree, however, that, in the event the Fraud Section and the Office determine, in their sole discretion, that the Company or RTX has knowingly violated any provision of this Agreement or has failed to completely perform or fulfill each of the Company's or RTX's obligations under this Agreement, an extension or extensions of the Term may be imposed by the Fraud Section and the Office, in their sole discretion, for up to a total additional time period of one year, without prejudice to the Fraud Section and the Office's right to proceed as provided in Paragraphs 20 through 24 below. Any extension of the Agreement extends all terms of this Agreement, including the terms of the monitorship in Attachment D, for an equivalent period. Conversely, in the event the Fraud Section and the Office find, in their sole discretion, that there exists a change in circumstances sufficient to eliminate the need for the monitorship in Attachment D, and that the other provisions of this Agreement have been satisfied, the Agreement may be terminated early.

Relevant Considerations

4. The Fraud Section and the Office enter into this Agreement based on the individual facts and circumstances presented by this case, including:

a. The nature and seriousness of the offense conduct, as described in the Statement of Facts, including two separate schemes between 2012 and 2018 to defraud the U.S. government in contract negotiations for Patriot Missile fire units and sustainment of a surveillance radar, fraudulently inflating the cost of those contracts and thereby causing over $111 million in pecuniary harm to the U.S. government;

b. The Company did not receive voluntary disclosure credit pursuant to the Criminal Division Corporate Enforcement and Voluntary Self-Disclosure Policy ("Criminal Division CEP"), or pursuant to the United States Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 8C2.5(g)(1), because it did not voluntarily and timely disclose to the Fraud Section and the Office the conduct described in the Statement of Facts;

c. The Company received credit for its cooperation with the Fraud Section and the Office's investigation pursuant to U.S.S.G. § 8C2.5(g)(2) because it cooperated with their investigation and demonstrated recognition and affirmative acceptance of responsibility for its criminal conduct; the Company also received credit for its cooperation and remediation pursuant to the Criminal Division CEP. Such cooperation included, among other things (i) facilitating interviews with current and former employees; (ii) providing information obtained through its internal investigation, which allowed the government to preserve and obtain evidence as part of its own independent investigation; (iii) making detailed presentations to the Fraud Section and the Office; (iv) proactively identifying key documents in the voluminous materials collected and produced by the Company, (v) engaging experts to conduct financial analyses and (vi)

demonstrating its willingness to disclose all relevant facts by analyzing whether the crime-fraud exception applied to certain potentially privileged documents and releasing the documents that it deemed fell within the exception. However, in the initial phases prior to March 2022, the Company's cooperation was limited by unreasonably slow document productions;

d. The Company provided to the Fraud Section and the Office all relevant facts known to it, including information about the individuals involved in the conduct described in the attached Statement of Facts and conduct disclosed to the Fraud Section and the Office prior to the Agreement;

e. The Company also received credit pursuant to the Criminal Division CEP because it engaged in timely and appropriate remedial measures, including: (i) terminating employees who remained at the Company who were responsible for the misconduct; (ii) establishing a broad awareness campaign for the Truthful Cost or Pricing Data Act, formerly known as the Truth in Negotiations Act ("TINA"), 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508; (iii) developing and implementing policies, procedures, and controls relating to TINA compliance; and (iv) engaging additional resources with appropriate expertise to evaluate and test the new policies, procedures, and controls relating to TINA compliance;

f. The Company has enhanced and has committed to continuing to enhance its compliance program and internal controls, including ensuring that its compliance program satisfies the minimum elements set forth in Attachment C to this Agreement ("Corporate Compliance Program");

g. Based on the state of the Company's compliance program and the progress of its remediation, including the fact that the Company's compliance program and internal controls have not been fully implemented or tested to demonstrate that they would prevent and detect similar

misconduct in the future, the Fraud Section and the Office have determined that an independent compliance monitor (the "Monitor") is necessary as set forth in Paragraphs 14 through 17 and Attachment D to this Agreement ("Independent Compliance Monitor");

h. The Company does not have a prior history of criminal actions;

i. The Company has prior civil resolutions with authorities in the United States, including a consent agreement with the Department of State in 2013 concerning civil International Traffic in Arms Regulations ("ITAR") and Arms Export Control Act violations, a civil settlement with the Environmental Protection Agency in 2007 concerning payments to clean up contamination sites, and a resolution with the Securities and Exchange Commission in 2006 concerning false and misleading disclosures and improper accounting practices;

j. The Company is resolving concurrently through a Deferred Prosecution Agreement a separate investigation by the Department's Criminal and National Security Divisions and the
U.S. Attorney's Office for the Eastern District of New York concerning Foreign Corrupt Practices Act and ITAR violations between in or around 2012 and in or around 2016;

k. The Company has agreed to resolve concurrently a separate investigation by the
U.S. Department of Justice, Civil Division, Fraud Section ("DOJ Civil") and the Office relating, in part, to the conduct described in the Statement of Facts;

l. The Company has agreed to resolve concurrently an SEC investigation concerning the same Foreign Corrupt Practices Act matter being resolved with the Department's Criminal Division and the U.S. Attorney's Office for the Eastern District of New York;

m. The Company has agreed to continue to cooperate with the Fraud Section, the Office, and DOJ Civil in any ongoing investigation or prosecution as described in Paragraph 5 below;

n. Accordingly, after considering (a) through (m) above, the Fraud Section and the Office believe that the appropriate resolution in this case is a Deferred Prosecution Agreement with the Company; a criminal monetary penalty of $146,787,972, which reflects a discount of 25 percent off the 10th percentile of the otherwise-applicable U.S. Sentencing Guidelines fine range; restitution of $111,203,009, which will be satisfied by payment of victim damages to DOJ Civil in a concurrent resolution; and the imposition of an independent compliance monitor, as set forth in Attachment D.

Ongoing Cooperation and Disclosure Requirements

5. The Company and RTX shall cooperate fully with the Fraud Section and the Office in any and all matters relating to the conduct described in this Agreement and the Statement of Facts and other conduct under investigation by the Fraud Section or the Office at any time during the Term 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 Fraud Section or the Office, the Company and RTX shall also cooperate fully with other domestic or foreign law enforcement and regulatory authorities and agencies in any investigation of RTX or the Company, 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 the Statement of Facts and other conduct under investigation by the Fraud Section or the Office or any other component of the Department of Justice at any time during the Term. The Company and RTX's cooperation pursuant to this Paragraph is subject to applicable law and regulations, as well as valid claims of attorney-client privilege or attorney work product doctrine; however, the Company and RTX must provide to the Fraud Section and the Office a log of any information or cooperation that is not provided

based on an assertion of law, regulation, or privilege, and the Company and RTX bear the burden of establishing the validity of any such assertion. The Company and RTX agree that their cooperation pursuant to this paragraph shall include, but not be limited to, the following:

a. The Company and RTX represent that they have timely and truthfully disclosed all factual information with respect to their activities, those of their subsidiaries and affiliates, and those of its present and former directors, officers, employees, agents, and consultants relating to the conduct described in this Agreement and the Statement of Facts as well as any other conduct under investigation by the Fraud Section or the Office about which the Company and/or RTX have any knowledge. The Company and RTX further agree that they shall promptly and truthfully disclose all factual information with respect to their activities, those of their affiliates, and those of their present and former directors, officers, employees, agents, and consultants about which the Company and/or RTX shall gain any knowledge or about which the Fraud Section or the Office may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of the Company and RTX to provide to the Fraud Section and the Office, upon request, any document, record or other tangible evidence about which the Fraud Section or the Office may inquire of the Company and RTX including evidence that is responsive to any requests made prior to the execution of this Agreement.

b. Upon request of the Fraud Section and the Office, the Company and RTX shall designate knowledgeable employees, agents or attorneys to provide to the Fraud Section and the Office the information and materials described in Paragraph 5(a) above on behalf of the Company and RTX. It is further understood that the Company and RTX must at all times provide complete, truthful, and accurate information.

c. The Company and RTX shall use their best efforts to make available for interviews or testimony, as requested by the Fraud Section and the Office, present or former officers, directors, employees, agents and consultants of the Company and RTX. 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 under this Paragraph shall include identification of witnesses who, to the knowledge of the Company and RTX, 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 Fraud Section and the Office pursuant to this Agreement, the Company and RTX consent to any and all disclosures, subject to applicable laws and regulations, to other governmental authorities, including United States authorities and those of a foreign government of such materials as the Fraud Section and the Office, in their sole discretion, shall deem appropriate.

6. In addition to the obligations in Paragraph 5, during the Term, should the Company or RTX learn of any evidence or allegation of a violation of U.S. anti-fraud laws or the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508 relating to the Company, then the Company or RTX shall promptly report such evidence or allegation to the Fraud Section and the Office.

Payment of Monetary Penalty

7. The Fraud Section, the Office, and the Company agree that application of the United States Sentencing Guidelines ("USSG" or "Sentencing Guidelines") to determine the applicable fine range yields the following analysis:

a. The 2023 USSG are applicable to this matter.

b. Offense Level. Based upon USSG § 2B1.1, the total offense level is 32. Calculated as follows:

(a)	Base Offense Level	6
(b)(2)	Loss Amount Greater than $65,000,000	+24
(b)(10)	Sophisticated Means	+2
TOTAL		32

c. Base Fine. Based upon USSG § 8C2.4(a)(3), the base fine is $111,203,009

d. Culpability Score. Based upon USSG § 8C2.5, the culpability score is 8, calculated as follows:

(a)	Base Culpability Score	5
(b)(1)	the unit of the organization within which the offense was committed had 5,000 or more employees and tolerance of the offense by substantial authority personnel was pervasive throughout such unit	+5
(g)(2)	The organization fully cooperated in the investigation and clearly demonstrated recognition and affirmative acceptance of responsibility for its criminal conduct	-2
TOTAL		8

Calculation of Fine Range:

Base Fine	$111,203,009
Multipliers	1.6 (min)/ 3.2 (max)
Fine Range	$177,924,814 / $355,849,629

8. The Fraud Section, the Office, and the Company agree, based on the application of the Sentencing Guidelines, that the appropriate criminal penalty is $146,787,972. This reflects a 25% discount off the 10th percentile of the Sentencing Guidelines fine range.

9. The Company agrees to pay a monetary penalty in the amount of $146,787,972 to the United States Treasury no later than ten business days after the Agreement is fully executed. The Company, the Fraud Section, and the Office agree that this penalty is appropriate given the facts and circumstances of this case, including the Relevant Considerations described in Paragraph 4 of this Agreement. The $146,787,972 penalty is final and shall not be refunded. Furthermore, nothing in this Agreement shall be deemed an agreement by the Fraud Section and the Office that $146,787,972 is the maximum penalty that may be imposed in any future prosecution, and the Fraud Section and the Office are not precluded from arguing in any future prosecution that the Court should impose a higher fine, although the Fraud Section and the Office agree that under those circumstances, they will recommend to the Court that any amount paid under this Agreement should be offset against any fine the Court imposes as part of a future judgment. The Company and RTX acknowledge that no tax deduction may be sought in connection with the payment of any part of this $146,787,972 penalty. The Company and RTX 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 the Statement of Facts.

Payment of U.S. Department of Defense Compensation Amount

10. The Company and RTX agree to pay a total amount of $111,203,009 in compensation to the U.S. Department of Defense ("DOD Compensation Amount"). The DOD

Compensation Amount shall be offset by any payments made by the Company and RTX to the Department of Justice, Civil Division, Fraud Section as set forth in paragraph 4(n) above, for the conduct described in the Statement of Facts toward reducing the Company's and RTX's obligations to pay restitution under this Agreement. The Company and RTX shall pay any remaining amounts due under the DOD Compensation Amount to the U.S. Department of Defense by the end of the Term and shall provide documentation to the Fraud Section and the Office evidencing the amounts paid.

Conditional Release from Liability

11. Subject to Paragraphs 20 through 24, the Fraud Section and the Office agree, except as provided in this Agreement, that they will not bring any criminal or civil case against the Company, RTX, or any of their subsidiaries and affiliates relating to any of the conduct described in the Statement of Facts or the criminal Information filed pursuant to this Agreement. The Fraud Section and the Office, however, may use any information related to the conduct described in the Statement of Facts against the Company, RTX, or any of their subsidiaries and affiliates: (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.

a. This Agreement does not provide any protection against prosecution for any future conduct by the Company, RTX, or any of their subsidiaries or affiliates.

b. In addition, this Agreement does not provide any protection against prosecution of any individuals, regardless of their affiliation with the Company, RTX, or any of their subsidiaries or affiliates.

Corporate Compliance Program

12. The Company and RTX represent that they have implemented and will continue to implement a compliance and ethics program at the Company designed to prevent and detect violations of the U.S. anti-fraud laws and the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508 throughout the Company's operations, including those of its affiliates, agents, and joint ventures, and those of its contractors and subcontractors whose responsibilities include interacting with government officials, including, but not limited to, the minimum elements set forth in Attachment C. On the date the Term expires, the Company, by its President and Chief Compliance Officer, and RTX, by its Chief Executive Officer and Chief Compliance Officer, will certify to the Fraud Section and the Office, 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. This certification will be deemed a material statement and representation by the Company and RTX to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and it will be deemed to have been made in the judicial district in which this Agreement is filed.

13. In order to address any deficiencies in its internal controls, policies, and procedures, the Company and RTX represent that they have undertaken, and will continue to undertake in the future, in a manner consistent with all of their obligations under this Agreement, a review of the Company's existing internal controls, policies, and procedures regarding compliance with the U.S. anti-fraud laws and the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508. Where necessary and appropriate, the Company and RTX agree to adopt a new compliance program at the Company, or to modify its existing one, including internal controls, compliance policies, and procedures in

order to ensure that the Company maintains a rigorous compliance program that incorporates relevant internal controls, as well as policies and procedures designed to effectively detect and deter violations of the U.S. anti-fraud laws and the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508. The compliance program, including the internal controls system will include, but not be limited to, the minimum elements set forth in Attachment C. In assessing the Company's compliance program, the Fraud Section and the Office, in their sole discretion, may consider the Monitor's certification decision.

Independent Compliance Monitor

14. Promptly after the Fraud Section and the Office's selection pursuant to Paragraph 16 below, the Company agrees to retain a Monitor for the term specified in Paragraph 17. The Monitor's duties and authority, and the obligations of the Company and RTX with respect to the Monitor and the Fraud Section and the Office, are set forth in Attachment D, which is incorporated by reference into this Agreement. Within twenty (20) business days after the date of execution of this Agreement, the Company shall submit a written proposal identifying the monitor candidates, and, at a minimum, providing the following:

a. a description of each candidate's qualifications and credentials in support of the evaluative considerations and factors listed below;

b. a written certification by the Company and RTX that they will not employ or be affiliated with the monitor for a period of not less than three years from the date of the termination of the monitorship;

c. a written certification by each of the candidates that he/she is not a current or recent (i.e., within the prior two years) employee, agent, or representative of the Company or

RTX and holds no interest in, and has no relationship with, the Company, RTX, their subsidiaries, affiliates, or related entities, or their employees, officers, or directors;

d. a written certification by each of the candidates that he/she has notified any clients that the candidate represents in a matter involving the Criminal Division, Fraud Section or the U.S. Attorney's Office for the District of Massachusetts (or any other Department component handling the monitor selection process), and that the candidate has either obtained a waiver from those clients or has withdrawn as counsel in the other matter(s); and

e. A statement identifying the monitor candidate that is the Company's first, second, and third choice to serve as the monitor.

15. The Monitor candidates or their team members shall have, at a minimum, the following qualifications:

a. demonstrated expertise with respect to U.S. anti-fraud laws, government contracting, and the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508, including experience counseling on these issues;

b. experience designing and/or reviewing corporate compliance policies, procedures and internal controls;

c. the ability to access and deploy resources as necessary to discharge the Monitor's duties as described in the Agreement; and

d. sufficient independence from the Company to ensure effective and impartial performance of the Monitor's duties as described in the Agreement.

16. The Fraud Section and the Office retain the right, in their sole discretion, to choose the Monitor from among the candidates proposed by the Company though the Company may express its preference(s) among the candidates. Monitor selections shall be made in

keeping with the Department's commitment to diversity and inclusion. If the Fraud Section and the Office determine, in their sole discretion, that any of the candidates are not, in fact, qualified to serve as the Monitor, or if the Fraud Section and the Office, in their sole discretion, are not satisfied with the candidates proposed, the Fraud Section and the Office reserve the right to request that the Company nominate additional candidates. In the event the Fraud Section and the Office reject any proposed Monitors, the Company shall propose additional candidates within twenty (20) business days after receiving notice of the rejection so that three qualified candidates are proposed. This process shall continue until a Monitor acceptable to both parties is chosen. The Fraud Section, the Office, and the Company will use their best efforts to complete the selection process within sixty (60) calendar days of the execution of this Agreement. The Fraud Section and the Office retain the right to determine that the Monitor should be removed if, in the Fraud Section and the Office's sole discretion, the Monitor fails to conduct the monitorship effectively, fails to comply with this Agreement, or no longer meets the qualifications outlined in Paragraph 15 above. If the Monitor resigns, is removed, or is otherwise unable to fulfill his or her obligations as set out herein and in Attachment D, the Company shall within twenty (20) business days recommend a pool of three qualified Monitor candidates from which the Fraud Section and the Office will choose a replacement, following the process outlined above.

17. The Monitor's term shall be three years from the date on which the Monitor is retained by the Company, subject to extension or early termination as described in Paragraph 3. The Monitor's powers, duties, and responsibilities, as well as additional circumstances that may support an extension of the Monitor's term, are set forth in Attachment D. The Company and RTX agree that they will not employ or be affiliated with the Monitor or the Monitor's firm for a period of not less than three years from the date on which the Monitor's term expires. Nor will

the Company or RTX discuss with the Monitor or the Monitor's firm the possibility of further employment or affiliation during the Monitor's term. Upon agreement by the parties, this prohibition will not apply to other monitorship responsibilities that the Monitor or the Monitor's firm may undertake in connection with resolutions with foreign or other domestic authorities.

Deferred Prosecution

18. In consideration of the undertakings agreed to by the Company and RTX herein, the Fraud Section and the Office agree that any prosecution of the Company for the conduct set forth in the Statement of Facts be and hereby is deferred for the Term. To the extent there is conduct disclosed by the Company or RTX that is not set forth in the Statement of Facts, such conduct will not be exempt from further prosecution and is not within the scope of or relevant to this Agreement.

19. The Fraud Section and the Office further agree that if the Company and RTX fully comply with all of their obligations under this Agreement, the Fraud Section and the Office will not continue the criminal prosecution against the Company described in Paragraph 1 and, at the conclusion of the Term, this Agreement shall expire. Within six months after the Agreement's expiration, the Fraud Section and the Office shall seek dismissal with prejudice of the criminal Information filed against the Company described in Paragraph 1, and agree not to file charges in the future against the Company or RTX based on the conduct described in this Agreement and the Statement of Facts. If, however, the Fraud Section and the Office determine during this six-month period that the Company or RTX breached the Agreement during the Term, as described in Paragraphs 20 through 24, the Fraud Section and the Office's ability to extend the Term, as described in Paragraph 3, or to pursue other remedies, including those described in Paragraphs 20 to 24 remains in full effect.

Breach of the Agreement

20. If, during the Term, (a) the Company commits any felony under U.S. federal law; (b) the Company or RTX provides in connection with this Agreement deliberately false, incomplete, or misleading information, including in connection with its disclosure of information about individual culpability; (c) the Company or RTX fails to cooperate as set forth in Paragraphs 5 and 6 of this Agreement; (d) the Company and RTX fail to implement a compliance program as set forth in Paragraphs 12 and 13 of this Agreement and Attachment C; (e) the Company commits any acts that, had they occurred within the jurisdictional reach of the U.S. fraud laws, would be a violation of the U.S. fraud laws; or (f) the Company or RTX otherwise fails to completely perform or fulfill each of the Company's or RTX's obligations under the Agreement, regardless of whether the Fraud Section and the Office become aware of such a breach after the Term is complete, the Company or RTX shall thereafter be subject to prosecution for any federal criminal violation of which the Fraud Section and the Office have knowledge, including, but not limited to, the charges in the Information described in Paragraph 1, which may be pursued by the Fraud Section and the Office in the U.S. District Court for the District of Massachusetts or any other appropriate venue. Determination of whether the Company or RTX has breached the Agreement and whether to pursue prosecution of the Company shall be in the Fraud Section and the Office's sole discretion. Any such prosecution may be premised on information provided by the Company or RTX or the personnel of any of the foregoing. Any such prosecution relating to the conduct described in the Statement of Facts or relating to conduct known to the Fraud Section and the Office 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 or RTX

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 and RTX agree 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 and RTX agree 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 Fraud Section and the Office is 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.

21. In the event the Fraud Section and the Office determine that the Company or RTX has breached this Agreement, the Fraud Section and the Office agree to provide the Company and RTX with written notice of such breach prior to instituting any prosecution resulting from such breach. Within thirty days of receipt of such notice, the Company and RTX shall have the opportunity to respond to the Fraud Section and the Office in writing to explain the nature and circumstances of such breach, as well as the actions the Company and RTX have taken to address and remediate the situation, which explanation the Fraud Section and the Office shall consider in determining whether to pursue prosecution of the Company or RTX.

22. In the event that the Fraud Section and the Office determine that the Company or RTX has breached this Agreement: (a) all statements made by or on behalf of the Company, RTX, and their subsidiaries and affiliates, to the Fraud Section and the Office or to the Court, including the Statement of Facts, and any testimony given by the Company or RTX 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 Fraud Section and the Office against the Company, RTX, or their subsidiaries and affiliates; and (b) the Company, RTX, or their subsidiaries and affiliates 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 or RTX 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, RTX, or their subsidiaries or affiliates, will be imputed to the Company, RTX, or their subsidiaries or affiliates for the purpose of determining whether the Company, RTX, or their subsidiaries or affiliates have violated any provision of this Agreement shall be in the sole discretion of the Fraud Section and the Office

23. The Company and RTX acknowledge that the Fraud Section and the Office have made no representations, assurances, or promises concerning what sentence may be imposed by the Court if the Company or RTX breaches this Agreement, and this matter proceeds to judgment. The Company and RTX further acknowledge that any such sentence is solely within the discretion of the Court and that nothing in this Agreement binds or restricts the Court in the exercise of such discretion.

24. On the date that the period of deferred prosecution specified in this Agreement expires, the Company, by the President of the Company and the Chief Financial Officer of the Company, will certify to the Fraud Section and the Office in the form of executing the document attached as Attachment E to this Agreement that the Company has met its disclosure obligations pursuant to Paragraph 6 of this Agreement. Each 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 and 1519, and it will be deemed to have been made in the judicial district in which this Agreement is filed.

Sale, Merger, or Other Change in Corporate Form of Company

25. Except as may otherwise be agreed by the parties in connection with a particular transaction, the Company and RTX agree that in the event that, during the Term, they undertake any change in corporate form, including if they sell, merge, or transfer business operations that are material to the Company's consolidated operations, or to the operations of any subsidiaries or affiliates of the Company or RTX involved in the conduct described in the Statement of Facts, 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. The purchaser or successor in interest must also agree in writing that the Fraud Section and the Office's ability to determine a breach under this Agreement is applicable in full force to that entity. The Company and RTX agree that the failure to include these provisions in the transaction will make any such transaction null and void. The Company and RTX shall provide notice to the Fraud Section and the Office 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 and RTX prior to such transaction (or series of transactions) if they determine that the transaction or transactions will have the effect of circumventing or frustrating the enforcement purposes of this Agreement. If at any time during the Term the Company or RTX engages in a transaction (or series of transactions) that has the effect of circumventing or frustrating the enforcement purposes of this

Agreement, the Fraud Section and the Office may deem it a breach of this Agreement pursuant to Paragraphs 20 through 24 of this Agreement. Nothing herein shall restrict the Company or RTX 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 Fraud Section and the Office.

Public Statements

26. The Company and RTX expressly agree that they shall not, through present or future attorneys, officers, directors, employees, agents or any other person authorized to speak for the Company or RTX 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. Any such contradictory statement shall, subject to cure rights of the Company and RTX described below, constitute a breach of this Agreement, and the Company thereafter shall be subject to prosecution as set forth in Paragraphs 20 through 24 of this Agreement. The decision whether any public statement by any such person contradicting a fact contained in the Statement of Facts will be imputed to the Company and RTX for the purpose of determining whether they have breached this Agreement shall be at the sole discretion of the Fraud Section and the Office. If the Fraud Section and the Office determines that a public statement by any such person contradicts in whole or in part a statement contained in the Statement of Facts, the Fraud Section and the Office shall so notify the Company and RTX, and the Company and RTX may avoid a breach of this Agreement by publicly repudiating such statement(s) within five business days after notification. The Company and RTX shall be

permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the Statement of Facts provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the Statement of Facts. This Paragraph does not apply to any statement made by any present or former officer, director, employee, or agent of the Company or RTX in the course of any criminal, regulatory, or civil case initiated against such individual, unless such individual is speaking on behalf of the Company or RTX.

27. The Company and RTX agree that if they, or any of their direct or indirect subsidiaries or affiliates issues a press release or holds any press conference in connection with this Agreement, the Company and RTX shall first consult with the Fraud Section and the Office 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 Fraud Section, the Office, and the Company and RTX; and (b) whether the Fraud Section and the Office have any objection to the release.

28. The Fraud Section and the Office agree, if requested to do so, to bring to the attention of law enforcement and regulatory authorities the facts and circumstances relating to the nature of the conduct underlying this Agreement, including the nature and quality of the Company's and RTX's cooperation and remediation. By agreeing to provide this information to such authorities, the Fraud Section and the Office are not agreeing to advocate on behalf of the Company or RTX, but rather are agreeing to provide facts to be evaluated independently by such authorities.

Limitations on Binding Effect of Agreement

29. This Agreement is binding on the Company and RTX and the Fraud Section and the Office 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 Fraud Section and the Office will bring the cooperation of the Company and RTX and their compliance with their other obligations under this Agreement to the attention of such agencies and authorities if requested to do so by the Company and RTX. If the court refuses to grant exclusion of time under the Speedy Trial Act, 18 U.S.C. § 3161(h)(2), all the provisions of this Agreement shall be deemed null and void, and the Term shall be deemed to have not begun, except that the statute of limitations for any prosecution relating to the conduct described in the Statement of Facts shall be tolled from the date on which this Agreement is signed until the date the Court refuses to grant the exclusion of time plus six months, and except for the provisions contained within Paragraph 2 of this Agreement.

Notice

30. Any notice to the Fraud Section and the Office under this Agreement shall be given by electronic mail and/or personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to Deputy Chief, MIMF Unit, Fraud Section, Criminal Division, U.S. Department of Justice, 1400 New York Avenue NW, Washington, DC 20005 and Chief, Securities Financial and Cyber Fraud Unit, United States Attorney's Office for the District of Massachusetts, John Joseph Moakley United States Federal Courthouse, 1 Courthouse Way, Suite 9200, Boston, MA 02210. Any notice to the Company and RTX under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, with copies by electronic mail, addressed to [ADDRESS OF REPRESENTATIVES]. Notice shall be effective upon actual receipt by the Fraud Section and the Office or the Company and RTX.

Complete Agreement

31. This Agreement, including its attachments, sets forth all the terms of the agreement between the Company and RTX and the Fraud Section and the Office. No amendments, modifications or additions to this Agreement shall be valid unless they are in writing and signed by the Fraud Section, the Office, the attorneys for the Company and RTX and a duly authorized representative of the Company and RTX.

AGREED:

FOR RAYTHEON COMPANY:

Date: 10/09/2024 By: /s/ CHRISTOPHER MCDAVID
CHRISTOPHER MCDAVID
Vice President, General Counsel, and Secretary
Raytheon Company

Date: 10/09/2024 By: /s/ THOMAS HANUSIK
THOMAS HANUSIK
TIFFANY WYNN
RINA GASHAW
ALLISON FLEMING
Crowell & Moring LLP

AGREED:

FOR RTX CORPORATION:

Date: 10/09/2024 By: /s/ RAMSARAN MAHARAJH
RAMSARAN MAHARAJH
Executive Vice President and General Counsel
RTX Corporation

Date: 10/09/2024 By: /s/ THOMAS HANUSIK
THOMAS HANUSIK
TIFFANY WYNN
RINA GASHAW
ALLISON FLEMING
Crowell & Moring LLP

FOR THE DEPARTMENT OF JUSTICE, CRIMINAL DIVISION, FRAUD SECTION:

GLENN S. LEON
Chief, Fraud Section Criminal Division
United States Department of Justice

Date: 10/16/2024 By: /s/ LAURA CONNELLY
LAURA CONNELLY
TAMARA LIVSHIZ
Trial Attorneys

FOR THE U.S. ATTORNEY'S OFFICE, DISTRICT OF MASSACHUSETTS

JOSHUA S. LEVY
Acting United States Attorney District of Massachusetts

Date: 10/16/2024 By: /s/ BRIAN LAMACCHIA
BRIAN LAMACCHIA
BENJAMIN SALTZMAN
Assistant United States Attorneys

COMPANY OFFICER'S CERTIFICATE FOR RAYTHEON COMPANY

I have read this Agreement and carefully reviewed every part of it with outside counsel for Raytheon Company (the "Company"). I understand the terms of this Agreement and voluntarily agree, on behalf of the Company, to each of its terms. Before signing this Agreement, I consulted outside counsel for the Company. Counsel fully advised me of the rights of the Company, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into this Agreement.

I have carefully reviewed the terms of this Agreement with the Board of Directors of the Company. I have advised and caused outside counsel for the Company to advise the Board of Directors fully of the rights of the Company, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into the Agreement.

No promises or inducements have been made other than those contained in this Agreement. Furthermore, no one has threatened or forced me, or to my knowledge any person authorizing this Agreement on behalf of the Company, in any way to enter into this Agreement. I am also satisfied with outside counsel's representation in this matter. I certify that I am the Vice President, General Counsel, and Secretary for the Company and that I have been duly authorized by the Company to execute this Agreement on behalf of the Company.

Date: 10/09/2024

Raytheon Company

By: /s/ CHRISTOPHER MCDAVID
CHRISTOPHER MCDAVID
Vice President, General Counsel, and Secretary

COMPANY OFFICER'S CERTIFICATE FOR RTX CORPORATION

I have read this Agreement and carefully reviewed every part of it with outside counsel for RTX Corporation ("RTX"). I understand the terms of this Agreement and voluntarily agree. on behalf of RTX, to each of its terms. Before signing this Agreement, I consulted outside counsel for RTX. Counsel fully advised me of the rights of RTX, of possible defenses. of the Sentencing Guidelines· provisions, and of the consequences of entering into this Agreement.

I have carefully reviewed the terms of this Agreement with the Board of Directors of RTX. I have advised and caused outside counsel for RTX to advise the Board of Directors fully of the rights of RTX, of possible defenses, of the Sentencing Guidelines· provisions, and of the consequences of entering into the Agreement.

No promises or inducements have been made other than those contained in this Agreement. Furthermore, no one has threatened or forced me, or to my knowledge any person authorizing this Agreement on behalf of RTX, in any way to enter into this Agreement. I am also satisfied with outside counsel's representation in this matter. I certify that I am the Executive Vice President and General Counsel for RTX and that I have been duly authorized by RTX to execute this Agreement on behalf of RTX.

Date: 10/09/2024

RTX Corporation

By: /s/ RAMSARAN MAHARAJH
RAMSARAN MAHARAJH
Executive Vice President and General Counsel

CERTIFICATE OF COUNSEL FOR RAYTHEON COMPANY

I am counsel for Raytheon Company (the "Company") in the matter covered by this Agreement. In connection with such representation, I have examined relevant Company documents and have discussed the terms of this Agreement with the Company Board of Directors. Based on our review of the foregoing materials and discussions, I am of the opinion that the representative of the Company has been duly authorized to enter into this Agreement on behalf of the Company and that this Agreement has been duly and validly authorized, executed, and delivered on behalf of the Company and is a valid and binding obligation of the Company. Further, I have carefully reviewed the terms of this Agreement with the Board of Directors and the Vice President, General Counsel, and Secretary of the Company. I have fully advised them of the rights of the Company, of possible defenses, of the Sentencing Guidelines' provisions and of the consequences of entering into this Agreement. To my knowledge, the decision of the Company to enter into this Agreement, based on the authorization of the Board of Directors, is an informed and voluntary one.

Date: 10/09/2024

By: /s/ THOMAS HANUSIK
THOMAS HANUSIK
CROWELL & MORING, LLP
Counsel for Raytheon Company

CERTIFICATE OF COUNSEL FOR RTX CORPORATION

I am counsel for RTX Corporation ("RTX") in the matter covered by this Agreement. In connection with such representation, I have examined relevant RTX documents and have discussed the terms of this Agreement with the RTX Board of Directors. Based on our review of the foregoing materials and discussions, I am of the opinion that the representative of RTX has been duly authorized to enter into this Agreement on behalf of RTX and that this Agreement has been duly and validly authorized, executed, and delivered on behalf of RTX and is a valid and binding obligation of RTX. Further, I have carefully reviewed the terms of this Agreement with the Board of Directors and the Executive Vice President and General Counsel of RTX. I have fully advised them of the rights of RTX, of possible defenses, of the Sentencing Guidelines' provisions and of the consequences of entering into this Agreement. To my knowledge, the decision of RTX to enter into this Agreement, based on the authorization of the Board of Directors, is an informed and voluntary one.

Date: 10/09/2024

By: /s/ THOMAS HANUSIK
THOMAS HANUSIK
CROWELL & MORING, LLP
Counsel for RTX Corporation

ATTACHMENT A

STATEMENT OF FACTS

The following Statement of Facts is incorporated by reference as part of the Deferred Prosecution Agreement (the "Agreement") between the United States Department of Justice, Criminal Division, Fraud Section, the United States Attorney's Office for the District of Massachusetts (together "the Offices"), and Raytheon Company ("Raytheon" or the "Company"). Raytheon hereby agrees and stipulates that the following information is true and accurate. Raytheon admits, accepts, and acknowledges that it is responsible for the acts of its officers, directors, employees, and agents as set forth below. Should the Offices pursue the prosecution that is deferred by this Agreement, Raytheon agrees that it will neither contest the admissibility of, nor contradict, this Statement of Facts in any such proceeding. The following facts establish beyond a reasonable doubt the charges set forth in the criminal Information attached to this Agreement.

Relevant Entities and Individuals

1. The Company is a subsidiary of RTX Corporation ("RTX"), a defense contractor. Both Raytheon and RTX are headquartered in Arlington, Virginia. RTX, formerly known as Raytheon Technologies Corporation, is publicly traded on the New York Stock Exchange. RTX is the result of a 2020 merger between Raytheon Company and United Technologies Corporation.

2. The Company was headquartered in Waltham, Massachusetts, before the merger with United Technologies. The conduct described herein occurred at Raytheon Company prior to the merger with United Technologies.

3. “Raytheon Employee 1,” an individual whose identity is known to the Offices and the Company, was a Contracts Manager who negotiated and oversaw the contract administration on a contract between the U.S. Army and Raytheon known as “3-Lot” (described further below).

4. “Raytheon Employee 2,” an individual whose identity is known to the Offices and the Company, was a Contracts Director who negotiated and oversaw the contract administration on 3-Lot and supervised Raytheon Employee 1.

5. “Raytheon Employee 3,” an individual whose identity is known to the Offices and the Company, was a Vice President of Contracts who supervised Raytheon Employees 1 and 2.

6. “Raytheon Employee 4,” an individual whose identity is known to the Offices and the Company, was a Program Manager who had managerial and negotiation responsibilities for a contract awarded to Raytheon by the U.S. Air Force, known as “Follow-on Support 2” or “FOS2” (described further below).

7. “Raytheon Employee 5,” an individual whose identity is known to the Offices and the Company, was a Senior Director who supervised Raytheon Employee 4.

The 3-Lot and FOS2 Foreign Military Sales Contracts

8. As described below, between at least 2013 and at least 2018, Raytheon, through its employees, engaged in schemes to defraud the United States in connection with two foreign military sales (“FMS”) contracts that the U.S. Department of Defense awarded to Raytheon for the benefit of Partner-1. Through the FMS program, the United States may use the Department of Defense’s acquisition system to procure defense articles and services on behalf of international partners.

9. In 2013, the U.S. Army awarded Raytheon an FMS contract valued at approximately $600 million (contract number XXXXXX-XX-X-0069), pursuant to which

Raytheon sold three PATRIOT[1] missile fire units to the U.S. Army for the benefit of Partner-1 (the "3-Lot" Contract).

10. In 2017, the U.S. Air Force awarded Raytheon an FMS contract valued at approximately $300 million (contract number XXXXX X -XX-X-0002) known as FOS2 pursuant to which Raytheon provided upgrade and sustainment services for the Partner-1 Surveillance Radar Program ("SRP"), a radar system for the benefit of Partner-1.

11. 3-Lot and FOS2 (hereinafter, the "Contracts") were sole source, firm fixed price contracts. Sole source contracts are not open to competitive bidding—they involve a single contractor. In a firm fixed price contract, a contractor and the United States agree to a total, up- front cost that is not subject to any future cost adjustments that are based on the contractor's actual expenses during contract performance. Accordingly, in a firm fixed price contract, if a contractor performs the contract at a greater cost than originally awarded, the contractor bears the additional costs and makes less profit. Alternatively, if the contractor performs the contract at a lower cost than originally awarded, the contractor collects the cost-savings and makes a larger profit.

12. In order to create informational parity between the United States and federal contractors, the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701- 3708; 41 U.S.C. §§ 3501-3508, requires contractors bidding sole source contracts to certify the accuracy and completeness of cost and pricing data provided to the United States during contract negotiations. These certifications are known as "TINA Certificates." In the absence of a

[1] PATRIOT is an acronym for Phased Array Tracking Radar to Intercept On Target. Raytheon is the sole manufacturer of the PATRIOT, which is a surface-to-air missile system used by the U.S. Army and international partners through the United States's FMS program.

competitive bidding process, the United States relies on truthful cost and pricing data submitted with a TINA Certificate to negotiate a fair price with contractors.

Overview of the Schemes to Defraud

13. From 2012 through 2013, and again from 2017 through 2018, Raytheon, through its employees, knowingly and with the intent to defraud, made false and material misrepresentations about the cost of the Contracts in its proposals and negotiations with the United States. Raytheon engaged in these schemes to defraud in order to convince the United States to award the Contracts at an inflated price, thereby increasing Raytheon's profits.

The 3-Lot Contract Scheme

14. Beginning in or around 2009, Raytheon began discussing an FMS contract with the U.S. Army to provide seven PATRIOT missile fire units for the benefit of Partner-1. In the course of negotiations, the U.S. Army decided to award two separate contracts, the first for four fire units (the "4-Lot" Contract), and then the 3-Lot Contract for three fire units.

15. In or around 2009, Raytheon began performance on the 4-Lot Contract pursuant to an Undefinitized Contract Action ("UCA"), meaning that Raytheon began execution without arriving at a contract price, understanding that it would eventually arrive at price agreement with the United States. In or around 2011, the U.S. Army agreed to pay $679,819,000 for Raytheon to perform the 4-Lot Contract.

16. Raytheon began performance on the 3-Lot Contract in or around March 2011, also pursuant to a UCA.

Raytheon's Proposal for the 3-Lot Contract

17. Raytheon tracked the financial performance of the 4-Lot Contract through the use of Estimates at Completion ("EACs"), which Raytheon prepared quarterly and distributed internally to employees working on the 4-Lot and 3-Lot Contracts.[2]

18. Through the EAC process, Raytheon employees learned early in Raytheon's performance that the 4-Lot Contract would cost significantly less for Raytheon to perform than what Raytheon had proposed and been awarded by the U.S. Army. Raytheon did not share the 4- Lot EACs with the U.S. Army during price negotiations for the 3-Lot Contract.

19. Notwithstanding the cost underruns, Raytheon Employee 1 proposed to the U.S. Army that Raytheon submit the 3-Lot proposal using a comparative pricing approach ("Comparative Pricing Approach") that relied on the same cost and pricing data Raytheon used for the 4-Lot Contract proposal. Raytheon Employee 1 and other Raytheon employees told the United States that using the Comparative Pricing Approach would be more efficient than designing an entirely new proposal because the United States planned to award the 3-Lot Contract close in time to the proposal and award of the 4-Lot Contract. The Comparative Pricing Approach used the recent 4-Lot Contract proposal as a baseline for the 3-Lot Contract proposal. Raytheon then made limited adjustments to reflect that the 3-Lot Contract was for one less missile fire unit than the 4-Lot Contract and that there could be some efficiencies from the contracts being performed close in time.

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[2] Raytheon relied on EACs to track the performance and calculate the profitability of each contract, including the 4-Lot and 3-Lot Contracts, and to prepare Raytheon's overall financial reporting. EACs represented the estimated total cost to complete a contract at any given point in time. The EACs were calculated by adding the actual costs to date for a contract to the estimated remaining cost to complete the contract.

20. On or about March 6, 2012, Raytheon Employee 1 submitted Raytheon's 3-Lot proposal using the Comparative Pricing Approach. In submitting the proposal, Raytheon Employee 1 and other Raytheon employees did not disclose the significant cost underruns that they knew were occurring on the 4-Lot Contract performance and that were reflected in Raytheon's internal EACs. Nor did the Comparative Pricing Approach account for the significant cost underruns.

21. In connection with the Comparative Pricing Approach proposal for the 3-Lot Contract, Raytheon Employee 1 sought a TINA Certificate waiver from the U.S. Army. This waiver would have allowed Raytheon to receive the contract without having to certify that the cost and pricing data in the 3-Lot Contract proposal was current, accurate, and complete, per TINA.

22. On or about August 15, 2012, the U.S. Army accepted Raytheon's proposal to use the Comparative Pricing Approach in its bid but denied Raytheon's request for a TINA Certificate waiver. The U.S. Army required Raytheon to submit a TINA Certificate certifying that its cost or pricing data was current, accurate, and complete at the conclusion of price negotiations for the 3-Lot Contract.

23. In order to move forward with price negotiations on the 3-Lot contract, Raytheon Employee 1 falsely certified in a TINA certificate that the "cost or pricing data . . . submitted . . . in support of [Partner-1] Patriot 4-Lot are accurate, complete, and current as of 12 October 2012." Prior to providing the TINA Certificate, Raytheon employees, including Raytheon Employee 1, conducted a "TINA Sweep," which was an internal Raytheon procedure that required the relevant Raytheon employees to confirm that the cost and pricing data provided to

the government was still current, accurate, and complete, and, if not, to update the data and disclose the change to the government.

24. The TINA Certificate was false because, in fact, Raytheon continued to experience significant cost underruns on the 4-Lot Contract. For example, in the 4-Lot EAC for the Second Quarter of 2012, prepared in or around June 2012, Raytheon increased its booking rate on the 4-Lot Contract to nearly 25% of the total contract value. Raytheon had previously negotiated a roughly 15% profit rate with the government at contract award.

The False March 2013 TINA Certificate

25. On or about March 27, 2013, the U.S. Army and Raytheon agreed on a price of $618,920,129 for the 3-Lot Contract. Before awarding the final contract, the U.S. Army required Raytheon to provide an updated TINA Certificate certifying that Raytheon's cost and pricing data was current, accurate and complete as of the date of contract agreement (March 27, 2013).

26. Raytheon Employee 1 and Raytheon Employee 2 pushed back against the United States' request that Raytheon provide an updated TINA Certificate that certified the accuracy of the cost or pricing data as of March 27, 2013. Instead, they proposed a modified TINA Certificate that would re-certify that the data Raytheon provided was current, accurate, and complete as of October 12, 2012. This was the same date used on the prior, false TINA Certificate.

27. The U.S. Army refused to accept Raytheon's modified TINA Certificate and insisted that Raytheon certify that the cost or pricing data provided was current, accurate, and complete as of March 27, 2013 (not October 12, 2012).

28. At the time, Raytheon employees involved in negotiations with the United States, including Raytheon Employee 1, Raytheon Employee 2, and Raytheon Employee 3, knew of the

significant cost underruns on the 4-Lot Contract. In the 4-Lot EAC for the First Quarter of 2013, Raytheon again showed an increase in the profit rate. This time the profit rate increased to 31.77% of the total contract value.

29. Raytheon employees did not want to undertake another TINA Sweep to confirm the accuracy of the cost or pricing data. On or about March 26, 2013, a Raytheon employee sent an email to Raytheon Employee 2 noting that "[w]ithout the price agreement, we may be risked to start 'fact finding' and 'negotiation' which represent only bad news."

30. On or about March 26, 2013, Raytheon legal counsel advised Raytheon Employee 1, Raytheon Employee 2, and other employees that they could not provide a TINA Certificate certifying to a date later than October 12, 2012 without performing another internal TINA Sweep.

31. Ultimately, in order to receive the contract award, Raytheon employees decided to provide a new TINA Certificate with an updated date, but without conducting an additional TINA Sweep. Raytheon Employee 1 refused to sign this new TINA Certificate. Instead, his supervisor, Raytheon Employee 2, agreed to sign the updated TINA Certificate.

32. Prior to providing the updated TINA Certificate, Raytheon Employee 2 consulted a Raytheon attorney, who advised Raytheon Employee 2 not to update the TINA Certificate without conducting an internal TINA Sweep. Given the significant cost underruns during Raytheon's performance of the 4-Lot Contract, a TINA Sweep would have shown that Raytheon's cost estimates for that contract were overstated and no longer an accurate comparison for the 3-Lot Proposal.

33. Despite the Raytheon attorney's advice, Raytheon Employee 2 signed and provided a TINA Certificate for the 3-Lot Contract to the U.S. Army on or about March 29,

2013, without performing a TINA Sweep of the 4-Lot Contract data. In the TINA Certificate, Raytheon Employee 2 falsely and fraudulently attested that the cost or pricing data submitted in support of the 3-Lot Contract proposal was accurate, complete, and current as of March 27, 2013. In doing so, Raytheon Employee 2 intended, at least in part, to benefit Raytheon.

34. On or about March 29, 2013, Raytheon Employee 2's supervisor, Raytheon Employee 3, emailed the U.S. Army falsely stating that he "had [his] team sweep the elements of the price analysis to insure they are current, accurate and complete" and that the "only" area of concern was the cost of the proposal itself, which had increased, but which Raytheon agreed to waive. Raytheon Employee 3 falsely reported to the U.S. Army that the costs *increased* due to the proposal, despite the fact that the Company's costs to perform the 4-Lot Contract had actually *decreased*, resulting in a nearly 15% increase in its profit rate on the contract.

35. After providing the false TINA Certificate to the U.S. Army, Raytheon Employee 2 directed a subordinate to memorialize in an internal memorandum, which was not disclosed to the U.S. Army, Raytheon's decision to provide the false March 29, 2013 TINA Certificate. The memorandum made clear that Raytheon Employee 2 and others did not conduct a new TINA Sweep.

36. As a result of Raytheon's fraud in connection with the 3-Lot Contract negotiations, the U.S. Army agreed to a contract price that was fraudulently inflated by $100,131,000.

The FOS2 Contract Scheme

37. Between 2013 and 2017, Raytheon operated SRP for Partner-1 pursuant to a Cost- Plus Fixed Fee FMS contract known as "FOS1." The U.S. Air Force awarded FOS1 to Raytheon for the benefit of Partner-1. In order to operate the radar, Raytheon employed individuals in

Partner-1's capital, and at a remote radar site. Raytheon employees who maintained the radar lived at the radar site and were known as "maintainers."

38. The conditions at the radar site were challenging. The location was inhabited by dangerous wildlife, and the site itself could only be reached by a treacherous road and was routinely impacted by severe weather. In order to recruit employees to the radar site, Raytheon paid maintainers lucrative incentives known as "emoluments" as part of their compensation agreements, which were called memoranda of understanding ("MOUs").

Raytheon Bids FOS2 to the United States with the Lucrative Emoluments, While Simultaneously Planning to Cut Those Emoluments and Book the Savings as Profit

39. Beginning in or around the spring of 2017, Raytheon employees started preparing a bid proposal for FOS2, a new contract with the U.S. Air Force for Raytheon to continue operating the radar after the expiration of FOS1 at the end of 2017.

40. As early as June 2017, while preparing the FOS2 proposal, Raytheon employees, including Raytheon Employee 4, began to evaluate potential reductions to the emoluments for the maintainers.

41. In or around the summer and early fall of 2017, Raytheon employees considered whether to incorporate emolument reductions into Raytheon's proposal for the FOS2 contract. These reductions would have resulted in cost-savings to the United States if they had been included in the proposal.

42. At the same time, Raytheon Employee 4 identified potential emolument reductions as an "opportunity," a term used at the company to designate ways in which costs could be decreased and profits increased during the performance of a contract. Potential opportunities – including one identified as "staffing efficiencies" – were listed in presentations circulated to Raytheon employees, including Raytheon Employee 5 and Raytheon Employee 5's

supervisor, as part of the proposal review in or around September 2017. Raytheon employees circulated drafts of a "Risks and Opportunities" spreadsheet that reflected evolving assessments of the "Probability Factor" of achieving these opportunities during FOS2. Certain of the spreadsheets included columns labeled "Revised Position (post [Employee 5])" and "Revised Position (post [Employee 5's supervisor])." The "staffing efficiencies" opportunity ultimately became the emolument cuts.

43. On or about September 25, 2017—in an email sent to more than three dozen Raytheon employees with the subject line, "Expectations for SRP FOS2"—Raytheon Employee 5 instructed, "This is being bid as an FFP, and all risks need to be bid in, and need to have adequate opportunities."

44. Ultimately, Raytheon employees, including Raytheon Employee 4 and Raytheon Employee 5, decided to submit a proposal to the United States that included the emoluments at the lucrative FOS1 levels, which the company did on or about October 6, 2017. The proposal did not disclose the potential reductions to the emoluments that Raytheon employees had been discussing internally.

45. After submitting the FOS2 bid, Raytheon employees continued to plan for emolument reductions. For example, Raytheon employees had three "FOS2 MOU SHAPING" meetings, led by Raytheon Employee 4, in or around October and November 2017 at which they analyzed and identified reductions to the FOS2 emoluments.

46. On or about November 22, 2017, after Raytheon Employee 4 and others had identified emolument reductions for FOS2, Raytheon Employee 4 reported to her supervisor, Raytheon Employee 5, that she and another individual had "been working . . . on opportunities to reduce MOU impact on [FOS2]" but noted that the result of that effort would not be known until

after the contract had been negotiated and the TINA Certificate completed. Accordingly, by in or around the end of November 2017—despite representing to the United States that Raytheon needed to fund the emoluments at FOS1 levels—Raytheon Employee 4 and others had developed a plan to reduce the emoluments paid to maintainers on the upcoming FOS2 contract, and to reallocate any savings over FOS2 funding levels to profit.

DCMA Recommends that the United States Reduce the Emoluments, but Raytheon Insists that FOS1-Level Emoluments are Essential to the Project's Success

47. In or around November 2017, as part of the FOS2 negotiation process, the Defense Contract Management Agency ("DCMA"), which is part of the U.S. Department of Defense, conducted an audit of certain of the "highest dollar value / highest risk elements" of Raytheon's FOS2 proposal. Among other things, DCMA found that certain emoluments Raytheon had proposed—including Difficulty to Staff Incentive Differential ("DSID"), Hardship, Per Diem, Completion Bonus, and Remote Site Bonus—were not supported by either Raytheon's internal policies or by U.S. Department of State guidelines for overseas personnel. DCMA recommended approximately $19 million dollars in price reductions to the contract, including approximately $11 million in reductions to the emoluments alone. By the time DCMA made these audit findings, Raytheon employees, including Raytheon Employee 4, had internally already targeted several of these emoluments for reduction: Per Diem, Completion Bonus, and Remote Site Bonus.

48. In or around December 2017, Raytheon employees at the direction of Raytheon Employee 4, began drafting a response to the DCMA Audit Report. The response sought to convince the government of the need to continue funding the emoluments at the lucrative FOS1 levels ("Emolument Justification Memorandum").

49. Both Raytheon Employee 4 and Raytheon Employee 5 provided substantive input to the Emolument Justification Memorandum. Raytheon Employee 5 wrote "Would like to add words of we bid just like ongoing successful FOS1 program that has become the expectation of the customer and end user for support. Can't we add this?" With respect to the Per Diem and Completion Bonus, specifically, Raytheon Employee 5 wrote "state same as FOS1." Raytheon Employee 4 responded that she "agreed" with Raytheon Employee 5 and implemented these edits, as well as other substantive edits about the need to minimize attrition, to the draft. Raytheon Employee 4 then sent the "final" draft to Raytheon Employee 5 and others. Raytheon Employee 5 responded, "I'm good with this." She also wrote, "I reviewed, and you all did a fantastic job with the writeup. . . . I like saying right up front the comment that its just like FOS1 which is a successfully executed program."

50. On or about December 9, 2017, Raytheon Employee 4 and another Raytheon employee submitted the Emolument Justification Memorandum to U.S. Air Force personnel. The Memorandum emphasized that maintaining the emoluments at FOS1 levels was necessary for the continued success of the SRP program, noting that the emoluments were bid "in the same way that the successful SRP FOS1 program is currently being executed and has become the expectation of the customer and end-user." It explained that Raytheon had policy waivers for the SRP emoluments to "minimize personnel attrition and maintain the staff who have been through rigorous training to maintain and operate the [radar] with the required security clearances."

51. The Emolument Justification Memorandum further defended each of the challenged emoluments. For example, in order to justify the remote site bonus, the Memorandum described "extreme weather events" and "treacherous narrow winding roads," and included a picture of a tarantula with the caption "Watch What You Grab at the dorm" and a

picture of a hornet with the caption "Asian Giant Hornet/Tigerhead Bee-Fatality . . . . ". In or around December 12 through December 15, 2017, after submitting the Emolument Justification Memorandum, Raytheon employees, including Raytheon Employee 4 as the senior-most Raytheon employee present, met with U.S. Air Force representatives to continue negotiating the FOS2 contract in person. At the meetings, these Raytheon employees reiterated that the U.S. Air Force should fund the emoluments in the FOS2 contract at the lucrative FOS1 levels, consistent with the arguments put forth in the Emolument Justification Memorandum.

52. Throughout negotiations, Raytheon Employee 4 and Raytheon Employee 5 did not disclose that Raytheon Employee 4 and others had identified emolument reductions as a profit-generating "opportunity" and that Raytheon was planning to reduce the emoluments after the contract was awarded. Instead, Raytheon Employee 4 and Raytheon Employee 5 falsely and fraudulently argued to the United States that continuing to pay the emoluments to the maintainers at FOS1 levels was essential for the successful execution of FOS2 and that it was essential to avoid maintainer attrition. In doing so, Raytheon Employee 4 and Raytheon Employee 5 intended, at least in part, to benefit Raytheon.

53. The U.S. Air Force relied on Raytheon's misrepresentations, including those made by Raytheon Employee 4 and Raytheon Employee 5, concerning the necessity of the emoluments, and, on or about December 15, 2017, agreed to a contract price for FOS2 that funded the FOS2 emoluments at FOS1 levels.

54. On or about December 22, 2017, Raytheon submitted a signed TINA Certificate to the U.S. Air Force, representing that "the cost and pricing data submitted" as part of its proposal—including the emolument costs that had been bid at FOS1 levels—was "accurate, complete, and current as of 15 December 2017." This certification was false because Raytheon

did not disclose that Raytheon Employee 4 and others planned to reduce the emoluments post contract award and reallocate a portion of those funds as cost savings.

55. On or about December 29, 2017, the U.S. Air Force formally awarded the FOS2 contract to Raytheon and funded the emoluments at the lucrative FOS1 levels.

Raytheon Begins Emolument Reductions Immediately After the FOS2 Award and Conceals the Reductions from the Air Force

56. After the U.S. Air Force awarded the FOS2 contract, Raytheon employees immediately began working to implement the reductions to maintainer emoluments that they had previously discussed at the MOU shaping meetings in the fall of 2017, consistent with the plan to cut emoluments after contract award.

57. On or about January 6, 2018—less than a week after contract award, and less than a month after arguing to the U.S. Air Force that the emoluments were necessary to the success of the radar program—Raytheon Employee 4 sent out an invitation for an internal meeting at Raytheon to address changes to the MOUs. In January and February 2018, Raytheon Employee 4 hosted several additional meetings regarding emolument reductions. The contemplated reductions mirrored the approximately $11 million in reductions that DCMA had proposed in December 2017—namely, reductions or elimination of DSID, Hardship, Per Diem, Completion Bonus, and Remote Site Bonus.

58. In a February 22, 2018 email, Raytheon Employee 4 justified these cuts to Raytheon employees as necessary "to align and comply with [Raytheon] imposed changes being applied to MOUs across all [Raytheon] business." As noted above, however, just a few weeks earlier, Raytheon Employee 4 and others defended the emoluments to the United States as consistent with Raytheon policy. In fact, the decision to reduce emoluments was made in order to cut costs and increase profit.

59. In or around February 2018, Raytheon employees incorporated emolument reduction into the contract baseline, or budget, for FOS2, reducing the line item associated with maintainer compensation by 20%, or approximately $10.5 million.

60. In or around March and April 2018, Raytheon employees supporting the finance function on the program began working on "Gate 5," a post-award review of the FOS2 contract performance and baseline with several Raytheon managers, including Raytheon Employee 4, Raytheon Employee 5, and their supervisor, a Raytheon executive. The Gate 5 review showed that FOS2's profit rate had increased by over 5 percentage points in the three months since the contract was awarded, from the 13.9% negotiated with the U.S. Air Force in December 2017 to 19.7%. In an email on or about March 27, 2018, the SRP Business Manager observed that the profit increase was due, among other things, to "efficiencies in site deployment packages"—that is, the emolument reductions.

61. On or about May 10, 2018, Raytheon employees, including Raytheon Employee 4, traveled to Partner-1 to present the new, reduced emolument package to the maintainers.

62. During the presentation, Raytheon Employee 4 justified the changes with arguments that mirrored those made by DCMA during contract negotiations and contradicted Raytheon's own representations to the government during those negotiations. These assertions to maintainers directly contradicted statements made to the U.S. Air Force during FOS2 negotiations and in the Emolument Justification Memorandum.

63. In or around June 2018, after Raytheon announced the new emolument packages, many maintainers left, or threatened to leave, their positions on FOS2 due to the emolument reductions. Faced with a staffing crisis, Raytheon agreed to increase or restore certain emoluments, a process that continued throughout 2018 and beyond and that ultimately resulted in

the restoration of millions of dollars of emoluments that had been previously reduced or eliminated. Nevertheless, Raytheon never restored the emoluments to the levels the United States had awarded, allowing the company to retain millions of dollars in additional profit on the FOS2 contract.

64. During a quarterly review meeting on or about October 12, 2018, Raytheon Employee 4 informed U.S. Air Force officials responsible for administering the FOS2 contract about the radar site attrition. However, Raytheon Employee 4 failed to disclose that these emolument reductions were the primary reason for the employee departures. Instead, Raytheon Employee 4 falsely and fraudulently stated that the attrition was only due to retirement, health issues, and a desire to return home to their families, thereby concealing from the United States that Raytheon had cut emoluments despite demanding and receiving full funding for them on the basis of its contention that they could not be cut.

65. As a result of Raytheon's fraud in connection with FOS2 negotiations and award, the U.S. Air Force agreed to a contract price for FOS2 that was fraudulently inflated by $11,072,009.

ATTACHMENT B

CERTIFICATE OF CORPORATE RESOLUTIONS FOR RAYTHEON COMPANY

WHEREAS, Raytheon Company (the "Company") has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section") and the United States Attorney's Office for the District of Massachusetts (the "Office") regarding issues arising in relation to fraud in connection with the award of government contracts to Raytheon Company; and

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

WHEREAS, the Company's Vice President, General Counsel, and Secretary, Christopher McDavid, 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 Fraud Section and the Office;

Therefore, the Board of Directors has RESOLVED that:

1. The Company (a) acknowledges the filing of the two-count Information charging the Company with 18 United States Code Section 1031; (b) waives indictment on such charges and enters into a deferred prosecution agreement with the Fraud Section and the Office; (c) agrees to accept a monetary penalty against the Company totaling $146,787,972, and to pay such penalty to the United States Treasury with respect to the conduct described in the Information;

2. The Company accepts the terms and conditions of this Agreement, including, but not limited to, (a) a knowing waiver of its rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of

Criminal Procedure 48(b); and (b) 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 and consents to the filing of the Information, as provided under the terms of this Agreement, in the United States District Court for the District of Massachusetts; and (c) 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 Fraud Section and the Office 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 Vice President, General Counsel, and Secretary of Company, Christopher McDavid, is hereby authorized, empowered and directed, on behalf of the Company, to execute the Deferred Prosecution Agreement substantially in such form as reviewed by this Board of Directors at this meeting with such changes as the Vice President, General Counsel, and Secretary of Company, Christopher McDavid, may approve;

4. The Vice President, General Counsel, and Secretary of Company, Christopher McDavid, is hereby 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 resolutions; and to delegate in writing to one or more officers or employees of the Company the authority to approve the forms, terms and provisions of, and to execute, any such agreements or documents; and

5. All of the actions of the Vice President, General Counsel, and Secretary of Company, Christopher McDavid, which actions would have been authorized by the foregoing resolutions except that such actions were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved, and adopted as actions on behalf of the Company.

Date: 10/09/2024

By: /s/ CHRISTOPHER MCDAVID
CHRISTOPHER MCDAVID
Vice President, General Counsel, and Secretary
Raytheon Company

CERTIFICATE OF CORPORATE RESOLUTIONS FOR RTX CORPORATION

WHEREAS, RTX Corporation ("RTX") has been engaged in discussions with and the United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section") and the United States Attorney's Office for the District of Massachusetts (the "Office") regarding issues arising in relation to fraud in connection with the award of government contracts to Raytheon Company; and

WHEREAS, in order to resolve such discussions, it is proposed that RTX (on behalf of itself and the Company) agrees to certain terms and obligations of a deferred prosecution among Raytheon Company, the Fraud Section, and the Office (the "Agreement"); and

WHEREAS, RTX's Executive Vice President and General Counsel, Ramsaran Maharajh, together with outside counsel for RTX, have advised the Board of Directors of RTX of its rights, possible defenses, the Sentencing Guidelines' provisions, and the consequences of agreeing to such terms and obligations of the Agreement among Raytheon Company, the Fraud Section, and the Office;

Therefore, the Board of Directors has RESOLVED that:

1. RTX (a) acknowledges the filing of the two-count Information charging the Company with 18 United States Code Section 1031; (b) waives indictment on such charges and enters into a deferred prosecution agreement with the Fraud Section and the Office; (c) agrees to accept a monetary penalty against the Company totaling $146,787,972, and to cause to be paid such penalty to the United States Treasury with respect to the conduct described in the Information; and (d) agrees to pay restitution in the amount of $111,203,009, which will be satisfied by the payment of restitution in that amount to DOJ Civil;

2. RTX accepts the terms and conditions of this Agreement, including, but not limited to, (a) a knowing waiver of Raytheon Company's rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); and (b) 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 and consents to the filing of the Information against Raytheon Company, as provided under the terms of this Agreement, in the United States District Court for the District of Massachusetts; and (c) 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 Fraud Section and the Office 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 Executive Vice President and General Counsel of RTX, Ramsaran Maharajh, is hereby authorized, empowered and directed, on behalf of RTX, to execute the Deferred Prosecution Agreement substantially in such form as reviewed by this Board of Directors at this meeting with such changes as the Executive Vice President and General Counsel of RTX of Company, Ramsaran Maharajh, may approve;

4. The Executive Vice President and General Counsel of RTX, Ramsaran Maharajh, is hereby 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 resolutions; and to delegate in writing to one or more officers or employees of the Company the

authority to approve the forms, terms and provisions of, and to execute, any such agreements or documents; and

5. All of the actions of the Executive Vice President and General Counsel of RTX, Ramsaran Maharajh. which actions would have been authorized by the foregoing resolutions except that such actions were taken prior to the adoption of such resolutions. are hereby severally ratified, confirmed, approved. and adopted as actions on behalf of RTX.

Date: 10/09/2024

By: /s/ EDWARD G. PERRAULT
EDWARD G. PERRAULT
Corporate Secretary
RTX Corporation

ATTACHMENT C

CORPORATE COMPLIANCE PROGRAM

In order to address any deficiencies in its internal controls, compliance code, policies, and procedures regarding Raytheon Company's (the "Company") compliance with the U.S. anti-fraud laws and the Truthful Cost or Pricing Data Act, formerly known as the Truth in Negotiations Act ("TINA"), 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508, the Company and its corporate parent, RTX Corporation ("RTX"), agree to continue to conduct, in a manner consistent with all of their obligations under this Agreement, appropriate reviews of the Company's existing internal controls, policies, and procedures.

Where necessary and appropriate, RTX or the Company agree to modify the Company's compliance program, including internal controls, compliance policies, and procedures in order 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. anti- fraud laws and the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508. 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 provide strong, explicit, and visible support and commitment to compliance with its corporate policy against violations of U.S. anti-fraud laws, the Truthful Cost or Pricing Data Act, formerly known as TINA,

10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508, its compliance policies, and the Code of Conduct, and demonstrate rigorous support for compliance principles via their actions and words.

2. The Company will 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 create and foster 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 implement a risk management process to identify, analyze, and address the individual circumstances of 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 U.S. anti-fraud laws, the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508, its compliance policies, and the Code of Conduct.

Policies and Procedures

5. The Company will develop and promulgate a clearly articulated and visible corporate policy against violations of U.S. anti-fraud laws and the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508, which shall be memorialized in a written compliance policy or policies.

6. The Company will develop and promulgate compliance policies and procedures designed to reduce the prospect of violations of U.S. anti-fraud laws, and the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508

and the Company, will take appropriate measures to encourage and support the observance of such policies and procedures by personnel at all levels of the Company. These U.S. anti-fraud laws, and the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508, policies and procedures shall apply to all directors, officers, and employees and, where necessary and appropriate, outside parties acting on behalf of the Company, 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.

7. The Company will ensure that it has a system of financial and accounting procedures, including a system of internal controls, reasonably designed to ensure the prevention and detection of violations of U.S. anti-fraud laws and the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508.

8. The Company shall review its U.S. anti-fraud laws and the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508, 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

9. The Company will assign responsibility to one or more senior corporate executives of the Company for the implementation and oversight of the Company's compliance policies and procedures regarding U.S. anti-fraud laws and the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508. Such corporate official(s) shall have the authority to report directly to independent monitoring bodies, including internal

audit, RTX's Board of Directors, or any appropriate committee of RTX'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

10. The Company will implement mechanisms designed to ensure that the Code of Conduct and compliance policies and procedures regarding U.S. anti-fraud laws and the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501- 3508, 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 anti-fraud or a Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508 risk to the Company, and, where necessary and appropriate, agents and business partners; (b) corresponding certifications by all such directors, officers, employees and agents and business partners, certifying compliance with the training requirements; and (c) metrics for measuring knowledge retention and effectiveness of the training. The Company will conduct training in a manner tailored to the audience's size, sophistication, or subject matter expertise and, where appropriate, will discuss prior compliance incidents.

11. 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 compliance policies and procedures regarding U.S. anti-fraud laws, and the Truthful Cost or Pricing Data Act, formerly

known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508, 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

12. 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 Code of Conduct or anti-fraud and Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508 compliance policies and procedures and protection of directors, officers, employees, and, where appropriate, agents and business partners who make such reports. To ensure effectiveness, the Company commits to following applicable anti-retaliation and whistleblower protection laws, and to appropriately training employees on such laws.

13. 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 U.S. anti-fraud laws and the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508, or the Company's compliance policies and procedures regarding the same.

Compensation Structures and Consequence Management

14. The Company will implement 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 U.S. anti-fraud laws and the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41

U.S.C. §§ 3501-3508, its compliance policies, and the 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.

15. The Company will institute appropriate disciplinary procedures to address, among other things, violations of the U.S. anti-fraud laws and the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508 and the Code of Conduct and compliance policies and procedures regarding U.S. anti-fraud laws and the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501- 3508, 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 implement 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 U.S. anti-fraud and the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508, compliance program is effective.

Third-Party Management

16. The Company will institute appropriate risk-based due diligence and compliance requirements pertaining to the retention and oversight of all agents and business partners, including:

a. properly documenting 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 U.S. anti-fraud laws and the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508, and of the Code of Conduct and compliance policies and procedures regarding the same; and

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

17. Where necessary and appropriate, the Company will include standard provisions in agreements, contracts, and renewals thereof with all agents and business partners that are reasonably calculated to prevent violations of the U.S. anti-fraud laws and the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508, which may, depending upon the circumstances, include: (a) representations and undertakings relating to compliance with U.S. anti-fraud laws and the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508; (b) rights to conduct audits of the books and records of the agent or business partner to ensure compliance with the foregoing; and (c) rights to terminate an agent or business partner as a result of any breach of The Major Fraud Against the United States Act, 18 U.S.C. § 1031, and the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508, the 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 due diligence regarding U.S. anti-fraud laws, and the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508, by legal, accounting, and compliance personnel.

19. The Company will ensure that the Code of Conduct and compliance policies and procedures regarding U.S. anti-fraud laws and the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508, 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 Paragraph 10 above on the U.S. anti-fraud laws and the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508, and the Company's compliance policies and procedures regarding the same;

b. where warranted, conduct an audit of all newly acquired or merged businesses as quickly as practicable concerning their compliance with U.S. anti-fraud laws and the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41
U.S.C. §§ 3501-3508; and

c. where warranted, establish a plan to integrate the acquired businesses or entities into the Company's enterprise resource planning systems as quickly as practicable.

Monitoring and Testing

20. The Company will conduct periodic reviews and testing of all elements of its compliance program to evaluate and improve their effectiveness in preventing and detecting violations of U.S. anti-fraud laws and the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508, and the Code of Conduct and compliance policies and procedures regarding the same, taking into account relevant developments in the field and evolving international and industry standards.

21. The Company will ensure that the testing or audit function is accountable to senior management, is independent of the audited activities and functions, and has sufficient authority, skills, expertise, resources, and authority within the organization.

22. 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

23. The Company will 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

INDEPENDENT COMPLIANCE MONITOR

The duties and authority of the Independent Compliance Monitor (the "Monitor"), and the obligations of Raytheon Company (the "Company"), on behalf of itself and its subsidiaries and controlled affiliates, and RTX Corporation ("RTX") (together, the "Companies"), with respect to the Monitor, United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section") and the United States Attorney's Office for the District of Massachusetts (the "Office") are as described below:

1. The Company will retain the Monitor for a period of three years (the "Term of the Monitorship"), unless either the extension or early termination provision of Paragraph 3 of the Deferred Prosecution Agreement (the "Agreement") is triggered.

Monitor's Mandate

2. The Monitor's primary responsibility is to assess and monitor the Companies' compliance with the terms of the Agreement, including the Corporate Compliance Program in Attachment C, to specifically address and reduce the risk of any recurrence of the Company's misconduct. The Monitor's mandate does not extend to the subsidiaries, affiliates, divisions, or businesses of RTX other than the Company and the Company's subsidiaries and affiliates. During the Term of the Monitorship, the Monitor will evaluate, in the manner set forth below, the effectiveness of the internal controls, compliance policies and procedures of the Company as they relate to the Company's current and ongoing compliance with U.S. anti-fraud laws and the Truthful Cost or Pricing Data Act, formerly known as the Truth in Negotiations Act ("TINA"), 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508, and take such reasonable steps as, in his or her view, may be necessary to fulfill the foregoing mandate (the "Mandate"). This Mandate

shall include an assessment of the RTX's and the Company's Boards of Directors' and senior management's commitment to, and effective implementation of, the corporate compliance program described in Attachment C of the Agreement.

Companies' Obligations

3. The Companies shall cooperate fully with the Monitor, and the Monitor shall have the authority to take such reasonable steps as, in his or her view, may be necessary to be fully informed about the Company's compliance program in accordance with the principles set forth herein and subject to applicable law, including applicable data protection and labor laws and regulations. To that end, the Companies shall: facilitate the Monitor's access to the Companies' documents and resources; not limit such access, except as provided in Paragraphs 5-6; and provide guidance on applicable local law (such as relevant data protection and labor laws). The Companies shall provide the Monitor with access to all information, documents, records, facilities, and employees, as reasonably requested by the Monitor, that fall within the scope of the Mandate of the Monitor under the Agreement. The Companies shall use their best efforts to provide the Monitor with access to the Companies' former employees and to their third-party vendors, agents, and consultants (collectively, "agents and business partners"), as reasonably requested by the Monitor, that fall within the scope of the Mandate of the Monitor under the Agreement. The Company shall inform agents and business partners of this obligation. Fees and costs associated with the Monitorship shall be expressly unallowable costs for Government contract accounting purposes.

4. Any disclosure by the Companies to the Monitor concerning potential violations of the U.S. anti-fraud laws shall not relieve RTX or the Company of any otherwise applicable

obligation to truthfully disclose such matters to the Fraud Section and the Office, pursuant to the Agreement.

Withholding Access

5. The parties agree that no attorney-client relationship shall be formed between the Companies and the Monitor. In the event that the Companies seek to withhold from the Monitor access to information, documents, records, facilities, or current or former employees of the Companies that may be subject to a claim of attorney-client privilege or to the attorney work-product doctrine, or where the Companies reasonably believe production would otherwise be inconsistent with applicable law, the Companies shall work cooperatively with the Monitor to resolve the matter to the satisfaction of the Monitor.

6. If the matter cannot be resolved, at the request of the Monitor, the Companies shall promptly provide written notice to the Monitor, the Fraud Section, and the Office. Such notice shall include a general description of the nature of the information, documents, records, facilities, or current or former employees that are being withheld, as well as the legal basis for withholding access. The Fraud Section and the Office may then consider whether to make a further request for access to such information, documents, records, facilities, or employees. Any such request would be made pursuant to the cooperation provisions set forth in Paragraph 5 of the Agreement.

Monitor's Coordination with the Companies and Review Methodology

7. In carrying out the Mandate, to the extent appropriate under the circumstances, the Monitor should coordinate with the Companies' personnel, including in-house counsel, compliance personnel, and internal auditors, on an ongoing basis. The Monitor may rely on the product of the Companies' processes, such as the results of studies, reviews, sampling and

testing methodologies, audits, and analyses conducted by or on behalf of the Companies, as well as the Companies' internal resources (*e.g.*, legal, compliance, and internal audit), which can assist the Monitor in carrying out the Mandate through increased efficiency and Company/RTX- specific expertise, provided that the Monitor has confidence in the quality of those resources.

8. The Monitor's reviews should use a risk-based approach, and thus, the Monitor is not expected to conduct a comprehensive review of all business lines, all business activities, or all markets. In carrying out the Mandate, the Monitor should consider, for instance, risks presented by: (a) the industries in which the Company operates; (b) the nature of the Companies' customers and business partners; (c) current and future business opportunities and transactions; (c) financial reporting obligations; and (d) business interactions with government officials, including the amount of government regulation and oversight of the Company in conducting its business affairs.

9. In undertaking the reviews to carry out the Mandate, the Monitor shall formulate conclusions based on, among other things: (a) inspection of relevant documents, including the Companies' current policies and procedures governing compliance with U.S. anti-fraud laws and the Truth in Negotiations Act; (b) on-site observation of selected systems and procedures of the Company at sample sites, including internal controls, record-keeping, and internal audit procedures; (c) meetings with, and interviews of, relevant current and, where appropriate, former directors, officers, employees, business partners, agents, and other persons at mutually convenient times and places; and (d) analyses, studies, and testing of the Company's compliance program.

Monitor's Written Work Plans

10. To carry out the Mandate, during the Term of the Monitorship, the Monitor shall conduct an initial ("first") review and prepare a first report, followed by at least two follow-up reviews and reports as described in Paragraphs 16-19 below. With respect to the first report, after consultation with the Companies, the Fraud Section, and the Office, the Monitor shall prepare the first written work plan within sixty (60) calendar days of being retained, and the Companies, the Fraud Section, and the Office shall provide comments within thirty (30) calendar days after receipt of the written work plan. With respect to each follow-up report, after consultation with the Companies, the Fraud Section, and the Office, the Monitor shall prepare a written work plan at least thirty (30) calendar days prior to commencing a review, and the Companies, the Fraud Section, and the Office shall provide comments within twenty (20) calendar days after receipt of the written work plan. Any disputes between the Companies and the Monitor with respect to any written work plan shall be decided by the Fraud Section and the Office in their sole discretion.

11. All written work plans shall identify with reasonable specificity the activities the Monitor plans to undertake in execution of the Mandate, including a written request for documents. The Monitor's work plan for the first review shall include such steps as are reasonably necessary to conduct an effective first review in accordance with the Mandate, including by developing an understanding, to the extent the Monitor deems appropriate, of the facts and circumstances surrounding any violations that may have occurred before the date of the Agreement. In developing such understanding, the Monitor is to rely, to the extent possible, on available information and documents provided by the Companies. It is not intended that the

Monitor will conduct his or her own inquiry into the historical events that gave rise to the Agreement.

First Review

12. The first review shall commence no later than one hundred twenty (120) calendar days from the date of the engagement of the Monitor (unless otherwise agreed by the Companies, the Monitor, the Fraud Section, and the Office). The Monitor shall issue a written report within one hundred fifty calendar (150) days of commencing the first review, setting forth the Monitor's assessment and, if necessary, making recommendations reasonably designed to improve the effectiveness of the Company's program for ensuring compliance with U.S. anti-fraud laws and Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508. The Monitor should consult with the Companies concerning his or her findings and recommendations on an ongoing basis and should consider the Companies' comments and input to the extent the Monitor deems appropriate. The Monitor may also choose to share a draft of his or her reports with RTX or the Company prior to finalizing them. The Monitor's reports need not recite or describe comprehensively the Company's history or compliance policies, procedures and practices. Rather, the reports should focus on areas the Monitor has identified as requiring recommendations for improvement or which the Monitor otherwise concludes merit particular attention. The Monitor shall provide the report to the Boards of Directors of the Companies and contemporaneously transmit copies to

Deputy Chief – MIMF Unit
Deputy Chief – CECP Unit
Criminal Division, Fraud Section
U.S. Department of Justice 1400
New York Avenue N.W.
Bond Building, Third Floor
Washington, D.C. 20005

Chief, Securities, Financial and Cyber Fraud Unit
U.S. Attorney's Office
District of Massachusetts
John Joseph Moakley United States Federal Courthouse
1 Courthouse Way, Suite 9200
Boston, MA 02210

After consultation with the Companies, the Monitor may extend the time period for issuance of the first report for a brief period of time with prior written approval of the Fraud Section and the Office.

13. Within one hundred fifty (150) calendar days after receiving the Monitor's first report, the Companies shall adopt and implement all recommendations in the report. If RTX or the Company considers any recommendations unduly burdensome, inconsistent with applicable law or regulation, impractical, excessively expensive, or otherwise inadvisable, they must notify the Monitor, the Fraud Section, and the Office of any such recommendations in writing within sixty (60) calendar days of receiving the report. The Companies need not adopt those recommendations within the one hundred fifty (150) calendar days of receiving the report but shall propose in writing to the Monitor, the Fraud Section, and the Office an alternative policy, procedure, or system designed to achieve the same objective or purpose. As to any recommendation on which the Companies and the Monitor do not agree, such parties shall attempt in good faith to reach an agreement within forty-five (45) calendar days after the Company or RTX serves the written notice.

14. In the event the Companies and the Monitor are unable to agree on an acceptable alternative proposal, RTX or the Company shall promptly consult with the Fraud Section and the Office. The Fraud Section and the Office may consider the Monitor's recommendation and the Companies' reasons for not adopting the recommendation in determining whether the Companies have fully complied with their obligations under the Agreement. Pending such

determination, the Companies shall not be required to implement any contested recommendation(s).

15. With respect to any recommendation that the Monitor determines cannot reasonably be implemented within one hundred fifty (150) calendar days after receiving the report, the Monitor may extend the time period for implementation with prior written approval of the Fraud Section and the Office.

Follow-Up Reviews

16. A follow-up review shall commence no later than one hundred and eighty (180) calendar days after the issuance of the first report (unless otherwise agreed by the Companies, the Monitor, the Fraud Section, and the Office). The Monitor shall issue a written follow-up ("second") report within one hundred twenty (120) calendar days of commencing the second review, setting forth the Monitor's assessment and, if necessary, making recommendations in the same fashion as set forth in Paragraph 12 with respect to the first review. After consultation with the Companies, the Monitor may extend the time period for issuance of the second report for a brief period of time with prior written approval of t the Fraud Section and the Office.

17. Within one hundred twenty (120) calendar days after receiving the Monitor's second report, the Companies shall adopt and implement all recommendations in the report, unless, within thirty (30) calendar days after receiving the report, the Companies notify in writing the Monitor, the Fraud Section, and the Office concerning any recommendations that the Companies consider unduly burdensome, inconsistent with applicable law or regulation, impractical, excessively expensive, or otherwise inadvisable. With respect to any such recommendation, the Companies need not adopt that recommendation within the one hundred twenty (120) calendar days of receiving the report but shall propose in writing to the Monitor,

the Fraud Section, and the Office an alternative policy, procedure, or system designed to achieve the same objective or purpose. As to any recommendation on which the Companies and the Monitor do not agree, such parties shall attempt in good faith to reach an agreement within thirty (30) calendar days after the Companies serve the written notice.

18. In the event the Companies and the Monitor are unable to agree on an acceptable alternative proposal, the Companies shall promptly consult with the Fraud Section and the Office. The Fraud Section and the Office may consider the Monitor's recommendation and the Companies' reasons for not adopting the recommendation in determining whether the Companies have fully complied with their obligations under the Agreement. Pending such determination, the Companies shall not be required to implement any contested recommendation(s).

19. With respect to any recommendation that the Monitor determines cannot reasonably be implemented within one hundred twenty (120) calendar days after receiving the report, the Monitor may extend the time period for implementation with prior written approval of the Fraud Section and the Office.

20. The Monitor shall undertake a second follow-up ("third") review not later than one hundred fifty (150) days after the issuance of the second report (unless otherwise agreed by the Companies, the Monitor, and the Offices). The Monitor shall issue a third report within one hundred and twenty (120) days of commencing the review, and recommendations shall follow the same procedures described in Paragraphs 16-18. Following the third review, the Monitor shall certify whether the Company's Corporate Compliance Program, including its policies, procedures, and internal controls, is reasonably designed and implemented to prevent and detect violations of U.S. anti-fraud laws and the Truthful Cost or Pricing Data Act, formerly known as

TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508. The final review and report shall be completed and delivered to the Fraud Section and the Office no later than thirty (30) days before the end of the Term. If, by the third review, the Monitor assesses that the Company's Corporate Compliance Program is not reasonably designed and implemented to prevent and detect violations of the U.S. anti-fraud laws and the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508, the Fraud Section and the Office may, in their sole discretion, declare a breach or extension of the Agreement or the Monitorship.

Monitor's Discovery of Potential or Actual Misconduct

21. (a) Except as set forth below in sub-paragraphs (b), (c) and (d), should the Monitor discover during the course of his or her engagement that any director, officer, employee, agent, third-party vendor, or consultant of the Company may have engaged in unlawful activity in violation of U.S. anti-fraud laws or the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508 ("Potential Misconduct"), the Monitor shall immediately report the Potential Misconduct to RTX's or the Company's General Counsel, Chief Compliance Officer, and/or Audit Committee for further action, unless the Potential Misconduct was already so disclosed. The Monitor also may report Potential Misconduct to the Fraud Section and the Office at any time, and shall report Potential Misconduct to the Fraud Section and the Office when it requests the information.

(b) In some instances, the Monitor should immediately report Potential Misconduct directly to the Fraud Section and the Office and not to the Company. The presence of any of the following factors militates in favor of reporting Potential Misconduct directly to the Fraud Section and the Office and not to the Company, namely, where the Potential Misconduct:

(1) poses a risk to U.S. national security, public health or safety or the environment; (2) involves

senior management of the Company; (3) involves obstruction of justice; or (4) otherwise poses a substantial risk of harm.

(c) If the Monitor believes that any Potential Misconduct has occurred or may constitute a criminal or regulatory violation ("Actual Misconduct"), the Monitor shall immediately report the Actual Misconduct to the Fraud Section and the Office. When the Monitor discovers Actual Misconduct, the Monitor shall disclose the Actual Misconduct solely to the Fraud Section and the Office, and, in such cases, disclosure of the Actual Misconduct to the General Counsel, Chief Compliance Officer, and/or the Audit Committee of the Company should occur as the Fraud Section and the Office and the Monitor deem appropriate under the circumstances.

(d) The Monitor shall address in his or her reports the appropriateness of the Company's response to disclosed Potential Misconduct or Actual Misconduct, whether previously disclosed to the Fraud Section and the Office or not.

(e) Further, if the Companies or any entity or person working directly or indirectly for or on behalf of the Companies withholds information necessary for the performance of the Monitor's responsibilities and the Monitor believes that such withholding is without just cause, the Monitor shall also immediately disclose that fact to the Fraud Section and the Office and address the Companies' failure to disclose the necessary information in his or her reports.

(f) Neither the Companies nor anyone acting on their behalf shall take any action to retaliate against the Monitor for any such disclosures or for any other reason.

Meetings During Pendency of Monitorship

22. The Monitor shall meet with the Fraud Section and the Office within thirty (30) calendar days after providing each report to the Fraud Section and the Office to discuss the report, to be followed by a meeting between the Fraud Section, the Office, the Monitor, and the Companies.

23. At least annually, and more frequently if appropriate, representatives from the Companies and the Fraud Section and the Office will meet to discuss the monitorship and any suggestions, comments, or improvements the Companies may wish to discuss with or propose to the Fraud Section and the Office, including with respect to the scope or costs of the monitorship.

Contemplated Confidentiality of Monitor's Reports

24. The reports will likely include proprietary, financial, confidential, and competitive business information. Moreover, public disclosure of the reports could discourage cooperation, or impede pending or potential government investigations and thus undermine the objectives of the monitorship. 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 the Fraud Section and the Office determine in their sole discretion that disclosure would be in furtherance of the Fraud Section and the Office's discharge of their duties and responsibilities or is otherwise required by law.

ATTACHMENT E

CERTIFICATION

To: United States Department of Justice
Criminal Division, Fraud Section
Attention: Chief of the Fraud Section

United States Attorney's Office
District of Massachusetts
Attention: United States Attorney for the District of Massachusetts

Re: Deferred Prosecution Agreement Disclosure Certification

The undersigned certify, pursuant to Paragraph 6 of the deferred prosecution agreement ("the Agreement") filed on Ocotber 16, 2024 in the United States District Court for the District of Massachusetts, by and between the United States of America and Raytheon Company (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 United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section") and the United States Attorney's Office for the District of Massachusetts (the "Office") (collectively, the "Offices") any and all evidence or allegations of conduct required pursuant to Paragraph 6 of the Agreement, which includes evidence or allegations of any violation of U.S. anti-fraud laws or the Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508 ("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 President and the Chief Financial Officer 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 District of Massachusetts. 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 District of Massachusetts.

Date: _____ Name (Printed): _____

Name (Signed): _____
President
Raytheon Company

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Financial Officer
Raytheon Company

ATTACHMENT F

COMPLIANCE CERTIFICATION

To: United States Department of Justice
Criminal Division, Fraud Section
Attention: Chief of the Fraud Section

United States Attorney's Office
District of Massachusetts
Attention: United States Attorney for the District of Massachusetts

Re: Deferred Prosecution Agreement Certification

The undersigned certify, pursuant to Paragraph 12 of the Deferred Prosecution Agreement filed on October 16, 2024, in the United States District Court for the District of Massachusetts, by and between the United States of America and Raytheon Company (the "Company") (the "Agreement"), that the undersigned are aware of the Company's compliance obligations under Paragraphs 12 and 13 of the Agreement, and that, based on the undersigned's review and understanding of the Company's anti-fraud and Truthful Cost or Pricing Data Act, formerly known as the Truth in Negotiations Act ("TINA"), 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508 compliance program, the Company has implemented an anti-fraud and Truthful Cost or Pricing Data Act, formerly known as TINA, 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508 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
U.S. anti-fraud laws and the Truthful Cost or Pricing Data Act, formerly known as TINA, 10
U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508 throughout the Company's operations.

The undersigned hereby certify that they are respectively the President of the Company and the Chief Compliance Officer of the Company and the Chief Executive Officer and Chief Compliance Officer of RTX and that each has been duly authorized by the Company and RTX,

respectively, to sign this Certification on behalf of the Company and RTX.

This Certification shall constitute a material statement and representation by the undersigned and by, on behalf of, and for the benefit of, the Company and RTX 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 District of Massachusetts. 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 District of Massachusetts.

Date: _____ Name (Printed): _____

Name (Signed): _____
President
Raytheon Company

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Compliance Officer
Raytheon Company

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Executive Officer
RTX

Date: _____ Name (Printed): _____

Name (Signed): _____
Chief Compliance Officer
RTX

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into among the United States of America, acting through the United States Department of Justice and the United States Attorney's Office for the District of Massachusetts and on behalf of the Departments of the Army, Air Force and the Department of Defense's Defense Logistics Agency (collectively the "United States"); Raytheon Company ("Raytheon"); RTX Corporation ("RTX") (formerly known as Raytheon Technologies Corporation); and Karen Atesoglu ("Relator"). Hereafter, through their authorized representatives, the United States, Raytheon, RTX, and Relator are collectively referred to as "the Parties."

RECITALS

A. Raytheon is a subsidiary of RTX. RTX is a publicly traded multinational aerospace and defense conglomerate headquartered in Arlington, Virginia. RTX was formerly known as Raytheon Technologies Corporation, which was the result of an April 2020 merger between Raytheon Company and United Technologies Corporation. The conduct described herein occurred at Raytheon Company prior to the merger with United Technologies. Raytheon is the sole manufacturer of the PATRIOT Missile system.

B. The Truthful Cost or Pricing Data Statute (known by its former name "Truth in Negotiations Act" or "TINA") requires contractors who are negotiating certain government contracts to submit cost and pricing data that is truthful, accurate, and complete. 10 U.S.C. §§ 3701-3708; 41 U.S.C. §§ 3501-3508.

C. On April 22, 2021, Relator Atesoglu filed a *qui tam* action in the United States District Court for the District of Massachusetts, captioned *United States ex rel. Atesoglu v. Raytheon Technologies Corporation*, 21-CV-10690-PBS (D. Mass.), pursuant

to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the "Civil Action"). Relator's Complaint alleges, among other causes of action, that Raytheon Technologies Corporation knowingly presented false claims to the United States in connection with Contracts 10-14 listed in Appendix A.

D. Separately, Raytheon, RTX, and the United States Attorney's Office for the District of Massachusetts and the Department of Justice's Criminal Division will enter into a Deferred Prosecution Agreement ("Deferred Prosecution Agreement") as to a two-count Information, pursuant to which Raytheon will admit to two counts of Major Fraud against the United States, in violation of 18 U.S.C. § 1031. One count concerns a PATRIOT Contract (xxxxxx-xx-x--0069) known as "3-Lot," and the other count concerns a Surveillance Radar Program contract (xxxxxx-xx-x--0002) known as "SRP FOS2."

E. Raytheon admits, acknowledges, and accepts responsibility for the following facts:

1. The conduct described herein occurred at Raytheon Company prior to the merger with United Technologies Corporation.
2. With respect to Contracts 1 and 2 in Appendix A, Raytheon and RTX admit the facts in the Statement of Facts attached to the Deferred Prosecution Agreement as part of the Criminal Resolution.
3. During negotiations leading to Contracts 2-17 in Appendix A, Raytheon failed to disclose accurate, current, and complete cost data and thereby misrepresented its costs in violation of TINA as set forth below in this paragraph:

i. During negotiations leading to Contracts 2-12 in Appendix A, Raytheon failed to disclose accurate, current, and complete cost data for labor and materials.

ii. During negotiations leading to Contracts 13-17 in Appendix A, Raytheon failed to disclose accurate, current, and complete cost data for labor.

iii. Contracts 2-17 were sole source and firm fixed price. Sole source contracts are not open to competitive bidding—they involve a single contractor. In a firm fixed price contract, a contractor and the United States agree to a total, up-front price that is not subject to any future cost adjustments that are based on the contractor's actual expenses during contract performance. Accordingly, in a firm fixed price contract, if a contractor performs the contract at a greater cost than originally awarded, the contractor bears the additional costs and makes less profit. Alternatively, if the contractor performs the contract at a lower cost than originally awarded, the contractor collects the cost-savings and makes a larger profit.

iv. For each of Contracts 2-17, Raytheon certified to the United States that all its proposed costs were accurate, complete, and current in compliance with TINA.

v. At the time it made those certifications, Raytheon's proposed costs were not accurate, complete, and current, and Raytheon

had knowledge or acted with deliberate ignorance or reckless disregard of the fact that its true costs would be lower than the costs it proposed to the United States.

vi. With respect to Contract 3 in Appendix A, as Raytheon performed the contract it achieved labor efficiencies and labor costs lower than it originally proposed, and became aware of those lower costs. In October 2012, Raytheon was required to definitize and re-certify its historical cost and pricing data. In re-certifying its cost and pricing data, Raytheon failed to disclose the labor savings it knew it had achieved in prior years of performance.

vii. For Contracts 2-17, Raytheon had a practice of proposing labor costs based only on comparison to similar contracts which were 75% complete, when Raytheon should have based its proposals on comparison to all similar contracts. Raytheon had knowledge or acted with deliberate ignorance or reckless disregard of the fact that its proposed labor costs were higher than those that were justified by comparison to labor costs across all similar contracts rather than just similar contracts that were 75% complete. Raytheon knew that by basing its proposed labor costs only on comparison to similar contracts that were 75% complete it would and did receive profits in excess of the negotiated profit rates.

4. As a result of Raytheon's misrepresentations of its costs during contract negotiations for Contracts 2-17, Raytheon overcharged the United States on these contracts.
5. With respect to Contract 18 in Appendix A, Raytheon knew that it proposed and billed the same labor costs as both direct and indirect costs, resulting in double billing.

F. The United States contends that it has certain claims against Raytheon from 2009 through 2023 (the "Covered Period") for knowingly submitting false claims and making false statements to the United States in connection with the Contracts listed in Appendix A. Specifically, the United States contends that it has certain civil claims arising from the conduct described in Recital E above occurring during the Covered Period, which resulted in Raytheon improperly charging the Government in violation of the False Claims Act, 31 U.S.C. § 3729. The conduct and time period described in Recitals E and F, including subparagraphs, is referred to below as the "Covered Conduct."

G. Raytheon has been credited in this settlement under the Department of Justice's Guidelines for Taking Voluntary Disclosure, Cooperation, and Remediation into Account in False Claims Act Matters, Justice Manual § 4-4.112, for cooperation provided by RTX. The cooperation RTX provided included performing and disclosing the results of an internal investigation, disclosing relevant facts and material not known to the government but relevant to its investigation, providing DOJ with inculpatory evidence, conducting a damages analysis, identifying and separating individuals

responsible for or involved in the misconduct, admitting liability and accepting responsibility for the misconduct, and improving its compliance programs.

H. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Agreement for the Covered Conduct alleged in Recital E, above, for Contracts 10-14 of Appendix A.

I. Relator also claims entitlement to recover from Raytheon for claims she might have under 31 U.S.C. § 3730 (d) and (h). Relator and Raytheon will resolve those claims separately from this Agreement through settlement.

In consideration of the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Raytheon shall pay to the United States $428,000,000 ("Total Settlement Amount"), of which $218,837,786 is restitution, plus simple interest accrued on the Total Settlement Amount at a rate of 4.875 percent per annum from July 18, 2024, and continuing until and including the date final payment is made under this Agreement, by electronic funds transfer, pursuant to written instructions to be provided by the Department of Justice, no later than 7 days after the Effective Date of this Agreement.

2. Of the Total Settlement Amount, $23,790,420 is the proceeds of the *qui tam* action. Conditioned upon the United States receiving the Total Settlement Amount and as soon as feasible after receipt, the United States shall pay $4,282,275 (18% of the proceeds of the *qui tam* action) plus a proportional share of any accrued interest to Relator by electronic funds transfer ("Relator's Share").

3. Subject to the exceptions in Paragraph 5 below (concerning reserved claims), and upon the United States' receipt of the Total Settlement Amount, plus interest due under Paragraph 1, the United States releases Raytheon, together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; corporate owners; and the corporate successors and assigns of any of them (collectively, the "Released Parties"), from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Contract Disputes Act, 41 U.S.C. §§ 7101-7109; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; TINA; or the common law theories of breach of contract, payment by mistake, unjust enrichment, and fraud.

4. Subject to the exceptions in Paragraph 5 below, and upon the United States' receipt of the Total Settlement Amount, plus interest due under Paragraph 1, Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, releases the Released Parties and the current and former directors, officers, agents, employees and servants thereof from any civil monetary claim the Relator has on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733, reserving Relator's right to separately proceed on or settle any potential claims under 31 U.S.C. § 3730 (d) and (h).

5. Notwithstanding the releases given in Paragraph 3 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);

b. Any criminal liability;

c. Any administrative liability or enforcement right, or any administrative remedy, including the suspension and debarment rights of any federal agency;

d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;

e. Any liability based upon obligations created by this Agreement;

f. Any liability of individuals;

g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;

h. Any liability for failure to deliver goods or services due;

i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

6. Relator and her heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B), and that the portions of the Total Settlement Amount allocated to the Covered Conduct set forth in Recital E for Contracts 1-9 and 15-18 in Appendix A ($404,209,580) and in Recital E for Contracts 10-14 in Appendix A ($23,790,420) are also fair, adequate, and reasonable under all the circumstances. Conditioned upon Relator's receipt of the Relator's Share, Relator and her heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees,

and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

7. Relator, for herself, and for her heirs, successors, attorneys, agents, and assigns, releases the Released Parties, and their current and former directors, officers, agents, employees, and servants from any liability to Relator arising from the filing of the Civil Action, reserving Relator's right to separately proceed on or settle any potential claims under 31 U.S.C. § 3730 (d) and (h).

8. Raytheon waives and shall not assert any defenses it may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

9. Raytheon and RTX fully and finally release the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Raytheon and RTX have asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct or the United States' investigation or prosecution thereof.

10. a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of Raytheon and

RTX, and their present or former officers, directors, employees, shareholders, and agents in connection with:

(1) the matters covered by this Agreement and the Deferred Prosecution Agreement;

(2) the United States' audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement;

(3) RTX and Raytheon's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);

(4) the negotiation and performance of this Agreement and the Deferred Prosecution Agreement;

(5) the payment Raytheon makes to the United States pursuant to this Agreement and any payments that Raytheon may make to Relator, including costs and attorney's fees, are unallowable costs for government contracting purposes (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs will be separately determined and accounted for by Raytheon and RTX, and Raytheon and RTX shall not charge such Unallowable Costs directly or indirectly to any contract with the United States.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Within 90 days of the Effective Date of this Agreement, Raytheon and RTX shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by Raytheon and RTX or any of their subsidiaries or affiliates from the United States. Raytheon and RTX agree that the United States, at a minimum, shall be entitled to recoup from Raytheon and RTX any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously submitted requests for payment. The United States, including the Department of Justice and/or the affected agencies, reserves its rights to audit, examine, or re-examine RTX's and Raytheon's books and records and to disagree with any calculations submitted by RTX and Raytheon or any of their subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by RTX and Raytheon, or the effect of any such Unallowable Costs on the amount of such payments.

11. Raytheon agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Raytheon shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Raytheon further agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged items, including documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation

of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf.

12. This Agreement is intended to be for the benefit of the Parties only.

13. Upon the United States' receipt of the payment described in Paragraph 1, above, the United States and the Relator shall promptly sign and file in the Civil Action a Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1). The Joint Stipulation of Dismissal shall be with prejudice to Relator as to all claims in the Civil Action, with prejudice to the United States as to the Covered Conduct set forth in Recital E for Contracts 10-14 in Appendix A and without prejudice to the United States as to any other claims in the Civil Action.

14. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

15. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

16. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the District of Massachusetts. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

17. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

18. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

19. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

20. This Agreement is binding on Raytheon's and RTX's successors, transferees, heirs, and assigns.

21. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

22. All parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

23. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: October 16, 2024 BY: /s/ ART J. COULTER

Art J. Coulter
Patrick Klein
Jared S. Wiesner
Attorneys
Commercial Litigation Branch Civil Division
United States Department of Justice

DATED: October 15, 2024 BY: /s/ BRIAN M. LAMACCHIA

Brian M. LaMacchia
Assistant United States Attorney District of Massachusetts
United States Attorney's Office

RAYTHEON/RTX

DATED: October 9, 2024

BY: /s/ RAMSARAN MAHARAJH

Ramsaran Maharajh
Executive Vice President and General Counsel
RTX

DATED: October 8, 2024

BY: /s/ CHRISTOPHER MCDAVID

Christopher McDavid
Vice President, General Counsel and Secretary
Raytheon Company

DATED: October 9, 2024

BY: /s/ THOMAS HANUSIK

Thomas Hanusik
Jason M. Crawford
Rina Gashaw
Allison Fleming
Crowell & Moring LLP
Counsel for Raytheon

RELATOR KAREN ATESOGLU

DATED: October 9, 2024

BY: /s/ KAREN ATESOGLU

Karen Atesoglu
Relator

DATED: October 9, 2024

BY: /s/ JASON BROWN

Patrick S. Almonrode
Jason T. Brown
Brown, LLC
Counsel for Relator

Appendix A

Reference No.	CONTRACT NUMBER
1.	xxxxxx-xx-x-0002
2.	xxxxxx-xx-x--0069
3.	xxxxxx-xx-x--0089
4.	xxxxxx-xx-x--0288
5.	xxxxxx-xx-x--0151
6.	xxxxxx-xx-x--0151
7a	xxxxxx-xx-x--0020
7b	xxxxxx-xx-x--0017
7c	xxxxxx-xx-x--0004
7d	xxxxxx-xx-x--0024
7e	xxxxxx-xx-x--0005
7f	xxxxxx-xx-x--0028
7g	xxxxxx-xx-x--0030
7h	xxxxxx-xx-x--0033
8.	xxxxxx-xx-x--0002
9.	xxxxxx-xx-x--0001
10.	xxxxxx-xx-x--0001
11.	xxxxxx-xx-x--0055
12.	xxxxxx-xx-x--0052
13a	xxxxxx-xx-x--0055
13b	xxxxxx-xx-x--0055
14.	xxxxxx-xx-x--0153
15.	xxxxxx-xx-x--0017
16.	xxxxxx-xx-x--0002
17.	xxxxxx-xx-x--0093
18.	xxxxxx-xx-x--0002

UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION

SECURITIES EXCHANGE ACT OF 1934
Release No.

ACCOUNTING AND AUDITING ENFORCEMENT
Release No.

ADMINISTRATIVE PROCEEDING
File No.

In the Matter of **RTX CORPORATION** **Respondent.**	**ORDER INSTITUTING CEASE-AND- DESIST PROCEEDINGS PURSUANT TO SECTION 21C OF THE SECURITIES EXCHANGE ACT OF 1934, MAKING FINDINGS, AND IMPOSING A CEASE-AND-DESIST ORDER**

I.

The Securities and Exchange Commission ("Commission") deems it appropriate that cease-and-desist proceedings be, and hereby are, instituted pursuant to Section 21C of the Securities Exchange Act of 1934 ("Exchange Act"), against RTX Corporation. ("RTX" or "Respondent").

II.

In anticipation of the institution of these proceedings, Respondent has submitted an Offer of Settlement (the "Offer") which the Commission has determined to accept. Solely for the purpose of these proceedings and any other proceedings brought by or on behalf of the Commission, or to which the Commission is a party, Respondent admits the Commission's jurisdiction over Respondent and the subject matter of these proceedings, and consents to the entry of this Order Instituting Cease-and-Desist Proceedings Pursuant to Section 21C of the Securities Exchange Act of 1934, Making Findings, and Imposing a Cease-and-Desist Order ("Order"), as set forth below.

III.

On the basis of this Order and Respondent's Offer, the Commission finds[1] that:

SUMMARY

1. This matter concerns violations of the anti-bribery, books and records, and internal accounting controls provisions of the Foreign Corrupt Practices Act of 1977 (the "FCPA") by RTX Corporation, formed after a merger and name change involving Raytheon Company and Raytheon Technologies Corp. (collectively "Raytheon"). Raytheon Company was a Massachusetts-headquartered company that provided aerospace and defense systems for military, and government customers worldwide. From approximately 2011 through 2017, Raytheon Company paid bribes of nearly $2 million to Qatari military and other foreign officials through sham subcontracts with a supplier to obtain Qatari military defense contracts. From the early 2000s into 2020, it paid over $30 million to a Qatari agent who was a relative of the Qatari Emir and a member of the Council of the Ruling Family, in connection with additional defense contracts, under circumstances that created a significant anticorruption risk, leading to inaccurate records, and a wholesale breakdown of the company's due diligence process and internal accounting controls at Raytheon Company and later Raytheon Technologies. The agent, who had no prior background in military defense contracting and provided very little support for work performed, was allowed to operate in a covert manner, and activity reports were ghost-written by a Raytheon employee until 2022.

2. Raytheon lacked adequate internal accounting controls related to its payments to agents and suppliers, and their books and records failed to accurately reflect, or contain reasonable detail supporting, such payments. Raytheon Company employees and agents utilized the means and instrumentalities of U.S. interstate commerce in furtherance of the bribe scheme, including bribes paid in U.S. dollars, communications occurring in the U.S. and through U.S. email accounts. As a result of this misconduct, Raytheon was unjustly enriched by approximately $37 million.

RESPONDENT

3. **RTX Corporation ("RTX")** is incorporated in Delaware and has its principal offices in Arlington, Virginia. RTX is an aerospace and defense company that provides defense systems and services for military and government customers worldwide. On April 3, 2020, United Technologies Corp. ("UTC") merged with Raytheon Company. Raytheon Company's shares traded on the New York Stock Exchange under the ticker symbol "RTN." As a result of the merger, Raytheon Company became a wholly owned subsidiary of UTC, which changed its name to Raytheon Technologies Corp. In July 2023, Raytheon Technologies Corp. changed its name to RTX Corporation. RTX Corporation employs approximately 180,000 people in more than 50 countries and offers services and products in approximately

[1] The findings herein are made pursuant to Respondent's Offer of Settlement and are not binding on any other person or entity in this or any other proceeding.

180 countries worldwide. RTX Corporation reported revenue of $68.9 billion and net income of $3.19 billion for the period ending on December 31, 2023. RTX has a class of securities registered under Section 12(b) of the Exchange Act, and its shares trade on the New York Stock Exchange under the ticker symbol "RTX."

OTHER RELEVANT ENTITIES AND INDIVIDUALS

4. **Joint Venture ("JV")** was a joint venture formed in 2000 between Raytheon Company and a French company, each owning 50% of the joint venture. The JV was controlled by and reported into Raytheon. The JV was based in Fullerton, California and subcontracted with a Qatari supplier to perform sham defense studies to funnel illicit payments to foreign officials to win contracts with the Qatari Emiri Air Force("QEAF"). In 2016, the JV was restructured and became a wholly owned subsidiary of Raytheon.

5. **GCC HAT** The "GCC" is Cooperation Council for the Arab States of the Gulf and is comprised of the following six member states: Bahrain, Kuwait, Oman, Qatar, Saudi Arabia, and the United Arab Emirates. In 1998, the GCC contracted with a company later acquired by Raytheon for an air defense system called Hizam Al-Taawun, also known as "HAT." The contracts at issue are referred to as the "GCC HAT" contracts.

6. **Supplier A** is a Doha, Qatar, based company that was established in May 2012. Between 2012 and 2017, Raytheon employees and Supplier A devised a scheme to funnel bribe payments to Qatari military officials by entering into two sham supplier contracts for defense studies. A Qatari royal family member and two QEAF military officials had an interest in Supplier A, and the military officials and a director of Supplier A ("Supplier A Executive") managed the company. Supplier A has two wholly owned subsidiaries.

7. **Qatari Royal Family Member** is the majority owner of Supplier A and an immediate family member of the current Emir of Qatar.

8. **Qatari Military Official A** was a high-level general with the QEAF, close associate of Qatari Royal Family Member**,** and the Qatar GCC HAT chairman and program director of procurement. During the relevant period, Qatari Military Official A held dual roles as both a principal and board member of Supplier A and a member of the Qatari military.

9. **Qatari Military Official B** was shareholder and board member of Supplier A, and an officer in the QEAF for GCC HAT. Qatari Military Official B served as the Qatari Royal Family Member's representative in both government and commercial matters.

10. **Qatari Agent Company** is a limited liability company registered in Doha, Qatar. Qatari Agent Company served as an international representative for Raytheon in connection with sales of systems and equipment to the Qatari military. Qatari Agent Company was owned and controlled by Qatari Agent, a Royal Family member.

11. **Qatari Agent** is the chairman and majority owner of Qatari Agent Company. Qatari Agent is a cousin of the Qatari Emir, at times advised the Emir on financial matters, and was a member of the Qatari Council of the Ruling Family. Formerly, Qatari Agent was the chairman of a major bank in Qatar.

FACTS

Background

12. In the early 2000s, Qatar started dramatically increasing its military capabilities, especially after the 2013 transfer of the monarchy to Emir Tamim bin Hamad Al Thani. Given Qatar's large defense budget and desire for modern defense products, Raytheon, along with other defense manufacturers, actively pursued defense contracts with the Qatar Armed Forces.

13. Raytheon increased its business in Qatar primarily through two business lines: the Integrated Defense Systems (IDS) business in Tewksbury, Massachusetts, and the JV business in Fullerton, California. As part of their efforts, Raytheon employees, suppliers, and third-party agents engaged in various bribe schemes to obtain lucrative contracts to sell defense systems and capabilities to the Qatari military.

14. Despite numerous known red flags of corruption in its operations and a lack of sufficient controls that were known since the early 2000s, Raytheon failed to take prompt corrective action. As a result, managers and employees were unchecked as they made or agreed to make improper payments through a variety of schemes to funnel bribes to foreign officials through third-party suppliers, including using sham supplier contracts, and falsifying and destroying documents to obtain or retain business. Additionally, they paid millions in unsupported and poorly documented payments to a wholly unqualified third-party agent, in connection with the award of defense contracts.

Sham Supplier Subcontracts

15. From 2012 to 2017, Raytheon entered into two sham supplier agreements with Supplier A to funnel nearly $2 million in bribes to a Qatari Royal Family Member and two QEAF officials to assist Raytheon in winning four contracts with a value of at least $90 million. Supplier A executive, along with several Raytheon managers and employees, carried out the scheme. Raytheon was unsuccessful in its attempts to obtain one additional contract due to the Qatari military's restructuring of its defense program and the retirement of one of the bribed Qatari military officials.

Bribes to Obtain GCC HAT Contract Additions 20-22

16. Starting in at least 2011, Raytheon employees, including two senior managers in the U.S., agreed to funnel payments to supplier companies owned by Qatari Military Officials A and B and Qatari Royal Family Member to assist Raytheon in obtaining three contracts referred to as the "HAT III" contracts, which were the HAT Additions 20, 21 and 22. The improper payments were disguised as payments for what were sham defense studies.

17. Raytheon knew Qatari Military Official A was very influential over GCC HAT contract awards and controlled certain payments. They also knew that Qatari Military Officials A and B, as well as the Qatari Royal Family Member, were influential in winning military business.

18. For example, Raytheon employees discussed the GCC HAT committee ambivalence in moving forward with the Additions 20 and 22 contract awards and stated that Qatari Military Official A:

> was the main person in the GCC … to bring the chiefs of staff approvals to HAT addition 20. He is the one who made all the briefings and behind the scenes lobbying from the director ops levels to the J3s level to the COSs level.

Regarding HAT 22, Raytheon employees stated that Qatari Military Official A:

> is putting utmost effort to secure addition 22 …Yesterday he re-convinced the AOC commander and the QEAF director of operation with the benefits of Addition 22 will bring to the QEAF. There is big support to go forward with 22 in the coming week.

19. In another example, in 2014, Raytheon employees, including business development managers, when discussing influence maps for Saudia Arabia, United Arab Emirates and Qatar, noted that Qatari Military Official A "should be on the Qatar chart; … [Qatari Military Official A] has brought hundreds of millions of dollars of contracts Raytheon's way, and my understanding is he is now head of procurement for the QEAF."

20. Likewise, in 2014, Raytheon managers, who were assessing the value of Supplier A for future contracts, asked what Supplier A "brings to the table." The first bullet point in the response was "royal connection."

21. To carry out the bribery schemes, Qatari Military Official A told Raytheon to use a Qatari supplier in which the official had ownership for the studies subcontract. Raytheon employees and Qatari Military Official A prepared and submitted a preliminary version of the sham studies subcontract for Raytheon approval. However, they determined the sham supplier was so obviously unqualified for the job that it wouldn't pass scrutiny during the initial due diligence screening. Shortly afterward, another supplier, Supplier A, was formed and registered as a Qatari company to serve as the supplier for the sham defense studies. Qatari Military Official A put a Supplier A executive in position to interface with Raytheon employees to carry out the bribery schemes. Raytheon employees were aware that both Qatari Military Officials A and B were principals and board members of Supplier A, and Qatari Royal Family Member was the majority owner.

22. Raytheon employees and Qatari Military Official A negotiated an amendment to Addition 22 to include a provision to fund the sham defense studies. Raytheon employees previously had attempted to engage Supplier A as its Qatari country representative. However, country representative agreements were subject to more extensive due diligence, so they

recharacterized the agreement as a supplier engagement. Supplier A was a newly formed company with little to no commercial experience and no technical expertise. To get Supplier A approved as a supplier, Raytheon employees directed Supplier A to insert false and misleading information about Supplier A's work history, employees, financials, and defense expertise in the Raytheon diligence paperwork. Despite red flags raised by switching Supplier A from a country representative agreement to a supplier agreement, and the recent formation of Supplier A, Supplier A was approved as its supplier for the defense studies.

23. In 2013 and 2014, Raytheon employees met with Qatari Military Officials A and B as part of a QEAF delegation related to GCC HAT meetings in Fullerton, California. During that same period, the company's due diligence process revealed that one of the Supplier A company shareholders was Qatari Military Official B. However, no action was taken to resolve the issue, and Raytheon continued to work with Supplier A.

24. Raytheon employees communicated with Qatari Military Officials A and B using their U.S. based personal computers and mobile devices, personal email, and other off-channel communications in violation of Raytheon's policies.

25. In February 2014, Raytheon awarded Supplier A the first of the two subcontracts for the defense studies. According to the subcontract, Supplier A was to draft defense studies in Arabic and deliver them to the GCC HAT director for Qatar, who was Qatari Military Official A.

26. At the direction of Qatari Military Official A, Raytheon employees and managers agreed to draft the defense studies called for under the subcontract. A Raytheon technical director drafted three defense studies in Arabic and passed them off as studies conducted by Supplier A, using his Raytheon computer in the U.S. Numerous red flags of the bribery were present, including the fact that the studies were substantially similar to studies outlined and drafted by the employee a year before Raytheon entered into the sham contract with Supplier A. The technical director and a Raytheon program manager also falsely certified that Subcontractor A had completed milestones in accordance with the terms of the subcontract to justify payments to Supplier A, including providing study outlines and drafts to Raytheon for review. Despite paying nearly $975,000 for the studies, Raytheon did not retain a copy of the studies. In fact, Raytheon employees did not review the studies because they were written in Arabic, and only the employee who drafted the studies was fluent. Between May and September 2014, Raytheon falsely recorded the payments to Supplier A for the sham defense studies as legitimate subcontractor services.

Bribes Related to Addition 23

27. Raytheon also used sham defense studies to funnel bribes to obtain Addition 23. Qatari Military Official A informed Raytheon that the award of Addition 23 was contingent on Raytheon giving Supplier A's subsidiary a subcontract for what would be sham defense studies. To conceal his involvement with Supplier A and its subsidiary, Qatari Military Official A instructed Supplier A executive to create an alias email account for

communicating with Raytheon employees about the bribe scheme. Raytheon employees, including senior managers, were aware that Qatari Military Official A was using an alias email account to communicate with them. In March 2013, at the instruction of Qatari Military Official A, Raytheon added the studies provision to Addition 23, which would be drafted by the same employee as the other sham studies.

28. Despite Raytheon's due diligence revealing that Supplier A's subsidiary was not fully operational, in March 2016, Raytheon awarded Supplier A's subsidiary a subcontract for the defense studies. As before, a Raytheon employee wrote the studies, Raytheon did not retain a copy, and no other employees reviewed the studies. Between January and November 2017, Raytheon paid Supplier A's subsidiary $950,000 for the sham defense studies and falsely recorded them as legitimate sub-contractor services.

Bribe Scheme Related to the Falcon Project

29. Raytheon employees knew that Qatari Military Official A was an advisor to the Falcon project and attempted to use his influence to win the award by funneling money through Supplier A's subsidiary. Rather than again using sham defense studies, they attempted to enter into a partnering agreement with Supplier A's subsidiary. Raytheon employees described partnering with Supplier A's subsidiary on the Falcon project as "key to an award" and bringing a "royal connection" to the table for Raytheon's pursuit of the project. In 2016, Raytheon approved the partnering agreement, and the employees immediately informed Qatari Military Officials A and B. However, in early 2017, the Qatari military terminated the project for budget reasons. Raytheon's controls failed to detect or prevent the attempted bribery scheme.

Qatari Third-Party Agent Background

30. Raytheon had long sought to win military defense contracts in Qatar. However, the process was challenging, given the Qatari military procurement process was opaque. When Raytheon retained Qatari Agent as its representative in Qatar, his royal ties and lack of military defense contracting experience were known. Despite due diligence that revealed red flags of heightened corruption risks, Qatari Agent was engaged on a success fee basis through his Company. Over time, Raytheon personnel learned of additional red flags associated with Qatari Agent that Raytheon failed to address. As one compliance employee stated regarding Qatari Agent, "We have always had some 'red flags' that we basically accepted to live with."

31. The success-fee arrangement provided for vague services, and Qatari Agent's primary obligation was to exercise "best efforts" to help Raytheon establish relationships and good will with the Qatari military. Qatari Agent was not willing or able to assist Raytheon personnel with the few substantive tasks that were itemized in the agreements. Neither the agreements nor Raytheon's policies required Qatari Agent to submit invoices in order to get paid; rather, the award of a contract to Raytheon and the receipt of payments from Qatar
triggered Raytheon's payment of commissions to Qatari Agent. Until at least 2019, Raytheon

did not require the Qatari Agent to report its activities on behalf of Raytheon as a condition for payment, and thus Raytheon did not know what Qatari Agent did as its representative in Qatar to help Raytheon win billions in military contracts, or what he did with the millions paid to him. While numerous Raytheon employees raised concerns regarding red flags of high corruption risk, they were overruled by management, who allowed the contracts with Qatari Agent to be extended.

32. Raytheon employees believed that the Qatari Agent was able to represent Raytheon only as a result of an exception granted by the Emir to a prohibition on companies using sales representatives to assist them in military procurements. No efforts were made by Raytheon to determine whether Qatari Agent engaged in corruption to obtain the exception. Raytheon also simply referred to Qatari Agent in some agreements as a "service provider" instead of representative, but the substance of the relationship did not change.

Raytheon Paid Qatari Agent Millions to Win Military Contracts

33. Between February 2007 and April 2020, Raytheon paid over $30 million to Qatari Agent as part of its efforts to sell its Patriot Missile system and other military defense systems to the Qatari military. Working with Qatari Agent, Raytheon was awarded billions in defense contracts. Qatari Agent was a relative of the Qatari Emir and for some period a member of the Council of the Ruling Family, and he had no prior background in military defense contracting. Time and time again, managers and employees raised concerns over red flags of corruption regarding the agent. Yet, the relationship with the agent, who provided very little support for work performed, continued unchecked.

34. Due diligence on the agent was insufficient, and indicia of corruption were ignored. For years, the company relied on a poorly drafted two-page opinion that Qatari Agent was not a government official, despite the agent being a royal family member and a member of the Council of the Ruling Family, who at times advised the Emir on finances before he became Emir. Contracts with the agent were entered into and extended several times despite known significant corruption risk.

35. Raytheon's written policies and procedures regarding agents were overlooked and, at times, circumvented, to allow Qatari Agent to work on the company's behalf. For example, when the company finally required that Qatari Agent provide documentation of work performed, a company employee, with the knowledge of others, ghost-wrote the agent's reports.

36. Despite the lack of or inadequate documentation of services performed by Qatari Agent, and numerous employees expressing concern about continuing to work with the agent due to the corruption risks, Raytheon paid over $30 million to Qatari Agent. Payments continued to Qatari Agent even after the Commission staff raised questions about the company's business practices and corruption in Qatar. In an effort to exit the relationship quickly, Raytheon paid the agent a record $17 million in March and April 2020. Despite the staff's investigation, Raytheon did not disclose to Commission staff the known corruption concerns and amounts paid to the Qatari Agent. They were not revealed until new management became aware

following the merger that created RTX and they determined to cooperate fully with the staff's investigation.

Raytheon Failed to Obtain Proof of Services Provided

37. From 2012 until 2022, the Raytheon Country Manager for Qatar ("Country Manager") was considered Qatari Agent's handler, controlling all access to Qatari Agent by other Raytheon employees. When Raytheon employees asked to speak with Qatari Agent, they were often told that Qatari Agent was too important or busy to speak with them or provide the requested service or information. In addition, Country Manager helped postpone deadlines for Qatari Agent submissions that were required by Raytheon's compliance and due diligence program, to the point that the periodic refreshes of Qatari Agent's due diligence were chronically late, and the company's information about Qatari Agent was frequently out of date by a year or more. Raytheon personnel understood that Raytheon's senior leadership supported Country Manager, rendering him untouchable.

38. Raytheon personnel could not confirm what work Qatari Agent had done to help Raytheon win the contracts, and Raytheon failed to require Qatari Agent to report its activities. While Raytheon managers and employees were aware that Qatari Agent was interacting with Qatari officials on their behalf in connection with obtaining and retaining military contracts, they did not know the names or titles of the government officials Qatari Agent contacted on Raytheon's behalf. Likewise, they did not know what transpired during those communications and meetings.

39. Qatari Agent was seemingly allowed to pick and choose what they were paid for and what services they were credited with performing. One example occurred when the manager of a project in Qatar asked Country Manager if Qatari Agent could help Raytheon obtain certain permits needed for the project. Country Manager told the project manager that it was beneath Qatari Agent to assist with permits and refused to contact him. When the permits were issued, however, Country Manager sent an email in which he extolled the efforts of Qatari Agent in assisting Raytheon obtain the permits.

40. Country Manager provided Qatari Agent with internal documents and non-public information to assist him with appearing to provide services and claim additional commissions from the company. The internal documents included talking points for Qatari Agent to use with Raytheon executives, draft messages from Raytheon senior managers to Qatari Agent to allow Qatari Agent to prepare a response, and even draft minutes of a meeting between Raytheon and Qatari Agent regarding a dispute over commissions. Country Manager's sharing of information to help Qatari Agent create the appearance of providing services was known to others within Raytheon, yet they took no steps to stop the practice.

41. In addition, it was known that Country Manager ghost-wrote communications on behalf of Qatari Agent to send to Raytheon managers and executives. These included emails and WhatsApp messages about the progress of Raytheon pursuits and the burden on Qatari Agent of completing Raytheon due diligence forms. Moreover, beginning in 2019, when Raytheon

instituted a requirement that representatives submit quarterly activity reports, Country Manager wrote all Qatari Agent's activity reports. The reports were vague and lacked specific information about work performed. Raytheon managers and an attorney knew Country Manager authored the activity reports without authorization. The reports were a requirement for Qatari Agent to be paid. Despite knowledge the reports were ghost-written, Raytheon paid Qatari Agent and continued the relationship.

42. When Raytheon personnel attempted to obtain an adequate level of detail from Qatari Agent in the activity reports, Country Manager wrote a letter of complaint for Qatari Agent Company to send to a Raytheon executive. The executive then tasked Country Manager with drafting a response for him to send to Qatari Agent. A Raytheon attorney who was aware of the situation emailed, "Priceless since [Country Manager] probably wrote the letter from [Qatari Agent Company]." Thus, any attempt to gather information about what Qatari Agent was doing through the activity reports was a meaningless, check-the-box exercise that neither enhanced compliance efforts nor mitigated corruption risks.

Raytheon Made Unsupported Payments to Qatari Agent

43. The contracts that Raytheon sought in Qatar were high-value pursuits worth billions of dollars which increased the risks of the relationship with Qatari Agent. Raytheon senior executives focused only on the potential for unusually high revenue from military sales in Qatar, to the exclusion of meaningful compliance or internal accounting controls over payments to the Qatari Agent. They believed that keeping Qatari Agent happy was essential to obtaining that revenue, which resulted in special treatment of Qatari Agent. The tone at the top of Raytheon and the relevant business unit stressed keeping Qatari Agent on board at all costs, without regard to the numerous red flags of corruption and compliance concerns.

44. Over the course of its relationship with Qatari Agent, Raytheon credited it with assisting the company to obtain eight contracts valued at approximately $5.89 billion. From 2015 to 2020, Raytheon obtained five of the contracts, worth approximately $3.2 billion. Senior managers and executives believed that the relationship with Qatari Agent enabled the company to win the contracts. One stated that Qatari Agent "has access to both the Minister of Defense and the Emir. . . . I have witnessed it firsthand. It is what got the Patriot, [Ground Based Integrated Air and Missile Defense] and EWR going."

45. The few executives who met with the Qatari Agent merely exchanged courtesies and discussed Raytheon business at a high level. They did not know what, if any, legitimate services Qatari Agent was providing in exchange for the millions being paid to him.

46. In one instance, the dependence of Raytheon executives on Qatari Agent led to Raytheon paying Qatari Agent commissions for contracts on which they ostensibly had not worked and which were not covered by any Qatari Agent agreement or appendix. Beginning in 2013, Qatari Agent demanded commission for Additions 22 and 23, which JV had won, even though the JV team reported that they had received no assistance from Qatari Agent. In fact, the JV team had utilized the sham defense studies corruption scheme to win those contracts.

However, because Raytheon managers believed they needed Qatari Agent's help to win the large Patriot contract, they acquiesced to Qatari Agent's demand that he be paid a commission, since he was their country agent. In 2014 and 2017, Raytheon paid Qatari Agent commissions for GCC HAT Additions 22 and 23, even though Qatari Agent had provided no assistance for either addition.

47. Raytheon's policies required periodic evaluations of Qatari Agent's performance as a representative; however, the main factor used was whether Raytheon won business in Qatar. For example, one manager admitted in the evaluation form that he was not privy to and did not attend meetings and he had no knowledge of what Qatari Agent did to win the contracts. As a result, Raytheon's evaluation forms were simply a check-the-box requirement.

48. Raytheon's financial policies and procedures included caps on commissions to third parties, which the company raised or manipulated for Qatari Agent. Qatari Agent was one of Raytheon's highest-paid representatives world-wide. To ensure that Qatari Agent continued to receive their unusually high compensation, Raytheon senior management raised the commission caps for Qatari Agent. In addition, they manipulated Qatari Agent's existing contract appendices by adding pursuits in ways that allowed them to supersede internal policies concerning commission caps. Raytheon took these unusual steps to retain Qatari Agent's support due to belief that Qatari Agent was essential to Raytheon's success in Qatar.

49. In 2019 and 2020, when Qatari Agent submitted vague and inadequate activity reports, there were no meaningful consequences for Qatari Agent. Although one commission payment was delayed, Raytheon personnel were told that they were not to withhold commission payments or terminate appendices with Qatari Agent because they should not "rock the boat." Qatari Agent was perceived to be essential to assisting Raytheon in obtaining payments for Patriot 2-Lot and NASAMS. The message was communicated from Raytheon senior executives, who emphasized profits over compliance. At Raytheon, winning contracts took priority over concerns of the legal and compliance functions. Thus, the company's gatekeepers were not empowered to address compliance issues with Qatari Agent, exposing Raytheon to the risk of corruption.

50. As a result of weaknesses in Raytheon's internal accounting controls surrounding intermediaries, Raytheon hired, paid, and increased commission rates for Qatari Agent despite elevated risks of bribery and without reasonable assurance that its payments compensated legitimate services. Between 2007 and 2020, Raytheon paid Qatari Agent over $30 million in commissions, and despite having the right to audit Qatari Agent, it never performed one.

51. Raytheon personnel signed off on the payments without knowledge or proof of the services that Qatari Agent provided. Some approvers stated that they never interacted with Qatari Agent, yet they or their subordinates approved the payment of commissions. At least one approver expressed the possibility that paying Qatari Agent could raise FCPA concerns. Several approvers simply relied on what Country Manager claimed Qatari Agent Company did. These signoffs represented the epitome of a paper program. Employees were required to

check boxes, but they conducted no meaningful review of the services provided that supported the proposed payment.

52. The lack of effective compliance or internal accounting controls created an enhanced risk that the huge commission payments to Qatari Agent Company could be used to fund improper payments to foreign officials who were instrumental in awarding the military defense contracts. Raytheon also maintained inadequate books, records, and accounts concerning its payments to Qatari Agent Company, as they were unsupported by adequate documentation of legitimate services, and the company maintained inaccurate documents relating to Qatari Agent Company in its books and records. These failures occurred against a backdrop of senior management indifference to the heightened corruption risk in connection with Raytheon's business in Qatar.

LEGAL STANDARDS AND VIOLATIONS

53. Under Section 21C(a) of the Exchange Act, the Commission may impose a cease-and-desist order upon any person who is violating, has violated, or is about to violate any provision of the Exchange Act or any rule or regulation thereunder, and upon any other person that is, was, or would be a cause of the violation, due to an act or omission the person knew or should have known would contribute to such violation.

Raytheon Violated Exchange Act Section 30A

54. The anti-bribery provisions of the FCPA, Section 30A of the Exchange Act, make it unlawful for any issuer with securities registered pursuant to Section 12 of the Exchange Act or which is required to file reports under Section 15(d) of the Exchange Act, or any officer, director, employee, or agent acting on its behalf, to make use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of the provision of or offer to provide anything of value, directly or indirectly, to foreign officials for the purpose of influencing their official decision-making, in order to assist in obtaining or retaining business. 15 U.S.C. § 78dd-1(a).

55. Raytheon Company engaged in the sham supplier scheme to make improper payments to foreign officials to obtain and retain Qatari military defense contracts. As a result of the conduct described above, Raytheon violated Exchange Act Section 30A.

Raytheon Violated Exchange Act Section 13(b)(2)(A)

56. The books and records provision of the FCPA, Section 13(b)(2)(A) of the Exchange Act, requires every issuer with a class of securities registered pursuant to Section 12 of the Exchange Act or which is required to file reports under Section 15(d) of the Exchange Act to make and keep books, records, and accounts, which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the issuer. 15 U.S.C. § 78m(b)(2)(A).

57. As a result of the conduct described above, Raytheon's books and records inaccurately characterized payments to supplier subcontractors in Qatar that included portions intended for bribes as legitimate business expenses, and it lacked sufficient detail and support to record payments to the supplier subcontractors, and to the third-party agent, as legitimate commissions, and business expenses. Therefore, Raytheon violated Exchange Act Section 13(b)(2)(A).

Raytheon Violated Exchange Act Section 13(b)(2)(B)

58. Section 13(b)(2)(B) of the Exchange Act requires companies with a class of securities registered under Section 12 of the Exchange Act or which are required to file reports under Section 15(d) of the Exchange Act to devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary (I) to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and (II) to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. 15 U.S.C. § 78m(b)(2)(B).

59. As described above, Raytheon failed to implement a system of internal accounting controls sufficient to provide reasonable assurances that access to assets was permitted, and transactions were executed, only in accordance with management's general or specific authorization. Specifically, Raytheon had insufficient internal accounting controls over vendor management and accounts payable to provide reasonable assurances that Raytheon was adhering to Raytheon's anti-corruption policy and procedures before paying suppliers and agents, lacked sufficient internal accounting controls over the payments, and failed to address repeated financial controls deficiencies surrounding intermediaries. By this conduct, Raytheon violated Exchange Act Section 13(b)(2)(B).

DISGORGEMENT

60. The disgorgement and prejudgment interest ordered in section IV is consistent with equitable principles and does not exceed Respondent's net profits from its violations, and allowing Respondent to retain such funds would be inconsistent with equitable principles. Therefore, in these circumstances, distributing disgorged funds to the U.S. Treasury is the most equitable alternative. The disgorgement and prejudgment interest ordered in section IV shall be transferred to the general fund of the U.S. Treasury, subject to Section 21F(g)(3) of the Exchange Act.

COOPERATION AND REMEDIATION

61. After a period of uncooperativeness and following the merger, Raytheon provided significant cooperation under new management, who also hired new outside counsel. New management

undertook an internal investigation of the Qatari Agent conduct and reexamined prior work done related to Supplier A. From this point, the company timely produced key documents, provided facts developed in its internal investigation, translated key documents, and made numerous employees, including former employees and employees located abroad, available to speak to Commission staff.

62. New management also took steps to remediate, including terminating employees involved in the misconduct, some of which were still working with the company despite their known roles in the misconduct. Its remediation included revamping its anti-corruption policies, enhancing internal accounting controls over the retention, payment, and oversight of third parties, improving its anticorruption risk assessments, and expanding its compliance staff. These remedial actions were taken following the merger, and elements of the new program are untested, while continued efforts are underway to make additional enhancements.

UNDERTAKINGS

63. Respondent undertakes to engage an Independent Compliance Monitor pursuant to the provisions set forth in Attachment A of the Order.

64. For the period of engagement and for a period of two years from completion of the engagement, Respondent shall not (i) retain the independent monitor for any other professional services outside of the services described in this Order; (ii) enter into any other professional relationship with the independent monitor, including any employment, consultant, attorney- client, auditing or other professional relationship; or (iii) enter, without prior written consent of the Commission staff, into any such professional relationship with any of the independent monitor's present or former affiliates, employers, directors, officers, employees, or agents acting in their capacity as such.

65. The reports by the independent monitor will likely include confidential financial, proprietary, competitive business or commercial information. Public disclosure of the reports could discourage cooperation, impede pending or potential government investigations, or 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 (1) pursuant to court order, (2) as agreed to by the parties in writing, (3) to the extent that the Commission determines in its sole discretion that disclosure would be in furtherance of the Commission's discharge of its duties and responsibilities, or (4) is otherwise required by law.

66. Respondent undertakes to: Certify, in writing, compliance with the undertaking(s) set forth above. The certification shall identify the undertaking(s), provide written evidence of compliance in the form of a narrative, and be supported by exhibits sufficient to demonstrate compliance. The Commission staff may make reasonable requests for further evidence of compliance, and Respondent agrees to provide such evidence. The certification and supporting material shall be submitted to Tracy L. Price, Deputy Chief, FCPA Unit, Division of Enforcement, U.S. Securities and Exchange Commission, 100 F Street, N.E., Washington,

D.C. 20549-5631B, with a copy to the Office of Chief Counsel of the Enforcement Division, no later than sixty (60) days from the date of the completion of the undertakings.

67. Respondent undertakes to do the following: In connection with this action and any related judicial or administrative proceeding or investigation commenced by the Commission or to which the Commission is a party, Respondent (i) agrees to appear and be interviewed by Commission staff at such times and places as the staff requests upon reasonable notice; (ii) will accept service by mail or facsimile transmission of notices or subpoenas issued by the Commission for documents or testimony at depositions, hearings, or trials, or in connection with any related investigation by Commission staff; (iii) appoints Respondent's undersigned attorney as agent to receive service of such notices and subpoenas; (iv) with respect to such notices and subpoenas, waives the territorial limits on service contained in Rule 45 of the Federal Rules of Civil Procedure and any applicable local rules, provided that the party requesting the testimony reimburses Respondent's travel, lodging, and subsistence expenses at the then-prevailing U.S. Government per diem rates; and (v) consents to personal jurisdiction over Respondent in any United States District Court for purposes of enforcing any such subpoena. In determining whether to accept the Offer, the Commission has considered the undertakings set forth in this paragraph.

CRIMINAL DEFERRED PROSECUTION AGREEMENT

68. Raytheon Company, currently a subsidiary of RTX, will enter into a three-year deferred prosecution agreement with the U.S. Department of Justice Criminal Division, Fraud Section, and the U.S. Attorney's Office for the Eastern District of New York, in which it acknowledges responsibility for criminal conduct relating to certain findings in the Order. Specifically, Raytheon Company acknowledges responsibility for two violations of 18 U.S.C. § 371, conspiracy to violate the FCPA, 15 U.S.C. § 78dd-1, and conspiracy to violate the Arms Export Control Act, 22 U.S.C. § 2778. [2] Raytheon Company has agreed to pay a criminal fine of $230,400,000 and forfeiture of $36,696,068 in connection with the deferred prosecution agreement.

IV.

2 In total, Raytheon Company will enter into two, three-year deferred-prosecution agreements ("DPAs") with the U.S. Department of Justice ("DOJ"). The first agreement is between Raytheon Company and the DOJ Criminal Fraud Section, National Security Division, and the U.S. Attorney's office for the Eastern District of New York that acknowledges responsibility for one count of conspiracy to violate the FCPA, and one count of conspiracy to violate the Arms and Export Controls Act. The agreement includes a total criminal penalty of $289,000,918 of which $267,096,068 that relates to the FCPA penalty and forfeiture. The second DPA is with the DOJ's Market Integrity and Major Frauds unit, and the U.S. Attorney's Offices for Massachusetts that acknowledges responsibility for two counts of Major Fraud Against the U.S. in connection with fraud related to two Raytheon Company contracts. Raytheon Company will make an additional payment of $257,990,981 that relates to the criminal penalty and restitution as part of this second criminal resolution. Both resolutions require that Raytheon Company retain a three-year independent compliance monitor.

In view of the foregoing, the Commission deems it appropriate to impose the sanctions agreed to in Respondent's Offer.

Accordingly, it is hereby ORDERED that**:**

A. Pursuant to Section 21C of the Exchange Act, Respondent cease and desist from committing or causing any violations and any future violations of Sections 30A, 13(b)(2)(A), and 13(b)(2)(B) of the Exchange Act.

B. Respondent shall comply with Undertakings as enumerated in paragraphs 63 to 66 above.

C. Respondent shall, within fourteen days of the entry of this Order, pay disgorgement of $37,400,090, and prejudgment interest of $11,786,208, and a civil monetary penalty in the amount of $75,000,000, for a total of $124,186,298 to the Securities and Exchange Commission for transfer to the general fund of the United States Treasury, subject to Exchange Act Section 21F(g)(3). Respondent shall receive a civil penalty offset of $22,500,000 based on its payment to the Department of Justice. If timely payment is not made, additional interest shall accrue pursuant to SEC Rule of Practice 600 (in relation to disgorgement and prejudgment interest ordered) and 31 U.S.C. § 3717 (in relation to civil penalty ordered).

D. Payment must be made in one of the following ways:

(1) Respondent may transmit payment electronically to the Commission, which will provide detailed ACH transfer/Fedwire instructions upon request;

(2) Respondent may make direct payment from a bank account via Pay.gov through the SEC website at http://www.sec.gov/about/offices/ofm.htm; or

(3) Respondent may pay by certified check, bank cashier's check, or United States postal money order, made payable to the Securities and Exchange Commission and hand-delivered or mailed to:

Enterprise Services Center
Accounts Receivable Branch HQ
Bldg., Room 181, AMZ-341
6500 South MacArthur Boulevard
Oklahoma City, OK 73169

Payments by check or money order must be accompanied by a cover letter identifying RTX Corporation as a Respondent in these proceedings, and the file number of these proceedings; a copy of the cover letter and check or money order must be sent to Tracy L. Price,

Deputy Chief, FCPA Unit, Division of Enforcement, Securities and Exchange Commission, 100 F St., NE, Washington, DC 20549-5631B.

E. Amounts ordered to be paid as civil money penalties pursuant to this Order shall be treated as penalties paid to the government for all purposes, including all tax purposes. To preserve the deterrent effect of the civil penalty, Respondent agrees that in any Related Investor Action, it shall not argue that it is entitled to, nor shall it benefit by, offset or reduction of any award of compensatory damages by the amount of any part of Respondent's payment of a civil penalty in this action ("Penalty Offset"). If the court in any Related Investor Action grants such a Penalty Offset, Respondent agrees that it shall, within 30 days after entry of a final order granting the Penalty Offset, notify the Commission's counsel in this action, and pay the amount of the Penalty Offset to the Securities and Exchange Commission. Such a payment shall not be deemed an additional civil penalty and shall not be deemed to change the amount of the civil penalty imposed in this proceeding. For purposes of this paragraph, a "Related Investor Action" means a private damages action brought against Respondent by or on behalf of one or more investors based on substantially the same facts as alleged in the Order instituted by the Commission in this proceeding.

F. Respondent acknowledges that the Commission is not imposing a civil penalty in excess of $75,000,000 based upon its cooperation in a Commission investigation or related enforcement action. If at any time following the entry of the Order, the Division of Enforcement ("Division") obtains information indicating that Respondent knowingly provided materially false or misleading information or materials to the Commission, or in a related proceeding, the Division may, at its sole discretion and with prior notice to the Respondent, petition the Commission to reopen this matter and seek an order directing that the Respondent pay an additional civil penalty. Respondent may contest by way of defense in any resulting administrative proceeding whether it knowingly provided materially false or misleading information, but may not: (1) contest the findings in the Order; or (2) assert any defense to liability or remedy, including, but not limited to, any statute of limitations defense.

By the Commission.

Vanessa A. Countryman
Secretary

Attachment A

Independent Compliance Monitor

Retention of Monitor and Term of Engagement

1. RTX Corporation ("RTX" or "Company") shall engage an independent compliance monitor (the "Monitor") not unacceptable to the staff of the Commission within sixty (60) calendar days of the issuance of the Order. The Monitor shall have, at a minimum, the following qualifications: (i) demonstrated expertise with respect to the FCPA and other applicable anti-corruption laws, including experience counseling on FCPA issues; (ii) experience designing or reviewing corporate compliance policies, procedures, and internal accounting controls, including FCPA and anti-corruption policies and procedures; (iii) the ability to access and deploy resources as necessary to discharge the Monitor's duties; and (iv) sufficient independence from the Company to ensure effective and impartial performance of the Monitor's duties. The Commission staff may extend the Company's time period to retain the Monitor, in its sole discretion. If the Monitor resigns or is otherwise unable to fulfill the obligations herein, the Company shall within forty-five (45) days retain a successor Monitor that has the same minimum qualifications as the original monitor and that is not unacceptable to the Commission staff.

2. The Company shall retain the Monitor for a period of not less than thirty-six (36) months, unless the Commission staff finds, in its sole discretion, that there exists a change in circumstances sufficient to eliminate the need for the Monitor, in which case the Monitorship may be terminated early (the "Term of the Monitorship"). The Term of the Monitorship can be extended as set forth in Paragraph 26, below. The Company shall provide the Commission staff with a copy of the agreement detailing the scope of the Monitor's responsibilities within thirty (30) days after the Monitor is engaged.

3. For the Term of the Monitorship and for a period of two years from completion of the engagement, neither the Company nor any of its then current or former affiliates, subsidiaries, directors, officers, employees, or agents acting in their capacity as such shall (i) retain the Monitor for any other professional services outside of the services described in this Order; (ii) enter into any other professional relationship with the Monitor, including any employment, consultant, attorney-client, auditing or other professional relationship; or (iii) enter, without prior written consent of the Commission staff, into any such professional relationship with any of the Monitor's present or former affiliates, employers, directors, officers, employees, or agents acting in their capacity as such.

Company's Obligations

4. The Company shall cooperate fully with the Monitor and provide the Monitor with access to all non-privileged information, documents, books, records, facilities, and personnel as reasonably requested by the Monitor; such access shall be provided consistent with the Company's and the Monitor's obligations under applicable local laws and regulations, including but not limited to, applicable data privacy and national security laws and regulations. The Company shall use its best efforts, to the extent reasonably requested, to provide the Monitor with access to the Company's former employees, third-party vendors, agents, and consultants. The Company does not intend to waive the protection of the attorney work-product doctrine, attorney-client privilege, or any other privilege applicable as to third parties.

5. The parties agree that no attorney-client relationship shall be formed between the Company and the Monitor. In the event that the Company seeks to withhold from the Monitor access to information, documents, books, records, facilities, current or former personnel of the Company, its third-party vendors, agents, or consultants that may be subject to a claim of

attorney-client privilege or to the attorney work-product doctrine, or where the Company reasonably believes production would otherwise be inconsistent with the applicable law, the Company shall work cooperatively with the Monitor to resolve the matter to the satisfaction of the Monitor. If, during the Term of the Monitorship, the Monitor believes that the Company is unreasonably withholding access on the basis of a claim of attorney-client privilege, attorney work-product doctrine, or other asserted applicable law, the Monitor shall notify the Commission staff.

6. Upon entry of this Order and during the Term of the Monitorship, should the Company learn of credible evidence or allegations of corrupt payments, false books, records, or accounts, or the failure to implement adequate internal accounting controls, the Company shall promptly report such evidence or allegations to the Commission staff. Any disclosure by the Company to the Monitor concerning potential corrupt payments, false books and records, or internal accounting control issues shall not relieve the Company of any otherwise applicable obligation to truthfully disclose such matters to the Commission staff.

Monitor's Mandate

7. The Monitor shall review and evaluate the effectiveness of the Company's policies, procedures, practices, internal accounting controls, recordkeeping, and financial reporting (collectively, "Policies and Procedures"), with a focus on Raytheon Company operations as integrated into RTX Corporation, as they relate to the Company's current and ongoing compliance with the anti-bribery, books and records, and internal accounting controls provisions of the FCPA and other applicable anti-corruption laws (collectively, "Anti-corruption Laws"), and make recommendations reasonably designed

to improve the effectiveness of the Company's internal accounting controls and FCPA corporate compliance program (the

"Mandate"). This Mandate shall include an assessment of the Board of Directors' and senior management's commitment to, and effective implementation of, the FCPA corporate compliance program. In carrying out the Mandate, to the extent appropriate under the circumstances, the Monitor may coordinate with the Company personnel, including in-house counsel, or through designated outside counsel, compliance personnel, and internal auditors. To the extent the Monitor deems appropriate, it may rely on the Company's processes, and on sampling and testing methodologies. The Monitor is not expected to conduct a comprehensive review of all business lines, all business activities, and all markets. Any disputes between the Company and the Monitor with respect to the Work Plan shall be decided by the Commission staff in its sole discretion.

8. During the term of the Monitorship, the Monitor shall conduct three reviews (First Review, Second Review, and Third Review), issue a report following each review (First Review Report, Second Review Report, and Third Review Report), and issue a Final Certification Report, as described below. The Monitor's Work Plan for the First Review shall include such steps as are reasonably necessary to conduct an effective First Review. It is not intended that the Monitor will conduct its own inquiry into historical events. In developing each Work Plan and in carrying out the reviews pursuant to such plans, the Monitor is encouraged to coordinate with the Company's personnel, including auditors and compliance personnel.

First Review and Report

9. The Monitor shall commence the First Review no later than one hundred twenty (120) calendar days from the date of the engagement of the Monitor (unless otherwise agreed by the Company, the Monitor, and the Commission staff). Promptly upon being retained, the

Monitor shall prepare a written Work Plan, which shall be submitted to the Company and the Commission staff for comment no later than sixty (60) days after being retained.

10. In order to conduct an effective First Review and to understand fully any existing deficiencies in the Company's internal accounting controls and FCPA corporate compliance program, the Monitor's Work Plan shall include such steps as are reasonably necessary to understand the Company's business and its global anti-corruption risks. The steps shall include:

(a) inspection of relevant documents, including the internal accounting controls, recordkeeping, and financial reporting policies and procedures as they relate to the Company's compliance with the books and records, internal accounting controls, and anti-bribery provisions of the FCPA and other applicable anti-corruption laws;

(b) onsite observation of selected systems and procedures comprising the Company's FCPA corporate compliance program, including anti- corruption compliance procedures, internal accounting controls, recordkeeping, due diligence, and internal audit procedures, including at sample sites;

(c) meetings with, and interviews of, as relevant, the Company employees, officers, directors, and, where appropriate and feasible, its third-party vendors, agents, or consultants and other persons at mutually convenient times and places; and

(d) risk-based analyses, studies, and testing of the Company's FCPA corporate compliance program.

11. The Monitor may take steps as reasonably necessary to develop an understanding of the facts and circumstances surrounding prior FCPA violations that gave rise to this action or violations of other applicable anti-corruption laws but shall not conduct his or her own inquiry into those historical events.

12. After receiving the First Review Work Plan, the Company and Commission staff shall provide any comments concerning the First Review Work Plan within thirty (30) days to the Monitor. Any disputes between the Company and the Monitor with respect to the First Review Work Plan shall be decided by the Commission staff in its sole discretion. Following comments by the Company and Commission staff, the Monitor will have fifteen (15) days to submit a Final First Review Work Plan.

13. The First Review shall commence no later than one hundred twenty (120) days from the date of the engagement of the Monitor (unless otherwise agreed by the Company, the Monitor, and the Commission staff). The Monitor shall issue a written report within one hundred seventy-five (175) days of commencing the First Review, setting forth the Monitor's assessment and, if necessary, making recommendations reasonably designed to improve the effectiveness of the Company's internal accounting controls and FCPA corporate compliance program as they relate to the Company's compliance with the FCPA and other applicable anti-corruption laws. The Monitor should consult with the Company concerning his or her findings and recommendations on an ongoing basis and should consider the Company's comments and input to the extent the Monitor deems appropriate. The Monitor may also choose to share a draft of his or her report with the Company and Commission staff prior to finalizing it. The Monitor shall provide the report to the Board of Directors of the Company and contemporaneously transmit a copy to Commission staff.

14. Within one hundred fifty (150) days after receiving the Monitor's First Review Report, the Company shall adopt and implement all recommendations in the report, provided, however, that as to any recommendation that the Company considers unduly burdensome, impractical, costly, or inconsistent with applicable law or regulation, the Company need not adopt that recommendation at that time, but may submit in writing to the Monitor and the Commission staff within sixty (60) days of receiving the report, an alternative policy, procedure, or system designed to achieve the same objective or purpose.

15. In the event the Company and the Monitor are unable to agree on an acceptable alternative proposal, the Company shall promptly consult with the Commission staff. Any disputes between the Company and the Monitor with respect to the recommendations shall be decided by the Commission staff in its sole discretion. The Commission staff shall consider the Monitor's recommendation and the Company's reasons for not adopting the recommendation in determining whether the Company has fully complied with its obligations. Pending such determination, the Company shall not be required to implement any contested recommendation(s).

16. With respect to any recommendation that the Monitor determines cannot reasonably be implemented within one hundred and fifty (150) days after receiving the report, the Monitor may extend the time period for implementation with prior written approval of the Commission staff.

Second Review

17. Within one hundred twenty (120) days after the issuance of the First Review Report, the Monitor shall submit a written Work Plan for the Second Review to the Company and Commission staff. The Company and Commission staff shall provide any comments

concerning the Work Plan within thirty (30) days in writing to the Monitor. Any disputes between the Company and the Monitor with respect to the written Work Plan shall be decided by the Commission staff in its sole discretion. Following comments by the Company and Commission staff, the Monitor will have fifteen (15) days to submit a Final Second Review Work Plan.

18. The Second Review shall commence no later than one hundred eighty (180) days after the issuance of the First Review Report (unless otherwise agreed by the Company, the Monitor, and the Commission staff). The Monitor shall issue a written Second Review Report within one hundred forty-five (145) days of commencing the Second Review. The Second Review Report shall set forth the Monitor's assessment of, and any additional recommendations regarding, the Company's internal accounting controls and FCPA corporate compliance program as they relate to the Company's compliance with the FCPA and other applicable anti-corruption laws; the Monitor's assessment of the implementation by the Company of any recommendations made in the First Review Report; and the Monitor's assessment of the commitment of the Company's Board of Directors and senior management to compliance with anti-corruption laws.

19. Within one hundred twenty (120) days after receiving the Monitor's Second Review Report, the Company shall adopt and implement all recommendations in the report, provided, however, that as to any recommendation that the Company considers unduly burdensome, impractical, costly, or inconsistent with applicable law or regulation, the Company need not adopt that recommendation at that time, but may submit in writing to the Monitor and the Commission staff within thirty (30) days of receiving the report, an alternative policy, procedure, or system designed to achieve the same objective or purpose.

20. In the event the Company and the Monitor are unable to agree on an acceptable alternative proposal within thirty (30) days, the Company shall promptly consult with the Commission staff. Any disputes between the Company and the Monitor with respect to the recommendations shall be decided by the Commission staff in its sole discretion. The Commission staff shall consider the Monitor's recommendation and the Company's reasons for not adopting the recommendation in determining whether the Company has fully complied with its obligations. Pending such determination, the Company shall not be required to implement any contested recommendation(s).

Third Review

21. The Monitor shall commence a Third Review no later than one hundred fifty (150) days after the issuance of the Second Review Report (unless otherwise agreed by the Company, the Monitor, and the Commission staff). The monitor shall issue a written Third Review Report within one hundred forty-five (145) days of commencing the Third Review, setting forth the Monitor's assessment and, if necessary, making recommendations in the same fashion as with the prior reviews.

22. Within one hundred twenty (120) days after receiving the Monitor's Third Review Report, the Company shall adopt and implement all recommendations in the report, provided, however, that as to any recommendation that the Company considers unduly burdensome, impractical, costly, or inconsistent with applicable law or regulation, the Company need not adopt that recommendation at that time, but may submit in writing to the Monitor and the Commission staff within thirty (30) days of receiving the report, an alternative policy, procedure, or system designed to achieve the same objective or purpose.

23. In the event the Company and the Monitor are unable to agree on an acceptable alternative proposal within thirty (30) days, the Company shall promptly consult with the

Commission staff. Any disputes between the Company and the Monitor with respect to the recommendations shall be decided by the Commission staff in its sole discretion. The Commission staff shall consider the Monitor's recommendation and the Company's reasons for not adopting the recommendation in determining whether the Company has fully complied with its obligations. Pending such determination, the Company shall not be required to implement any contested recommendation(s).

Certification

24. No later than sixty (60) days after implementation of the recommendations in the Monitor's Third Review Report, the Monitor shall certify whether the Company's compliance program, including its policies and procedures, is reasonably designed and implemented to prevent and detect violations of the FCPA and is functioning effectively. Such certification shall be supported by a written Final Certification Report that certifies the Company's compliance with its obligations under the Order, and which shall set forth an assessment of the sustainability of the Company's remediation efforts and may also recommend areas for further follow-up by the Company.

25. The monitor shall orally notify the Commission staff at least fourteen (14) days prior to the issuance of the Final Certification Report whether he or she expects to be able to certify as provided herein. In the event the Monitor is unable to certify within the three-year term of the monitor period, the following extension provisions shall be in effect.

Extension of Monitor Period

26. If, as informed by the Monitor's inability to certify that the Company's compliance program, including its policies and procedures, is reasonably designed and implemented to prevent and detect violations of the FCPA and is functioning effectively, the Commission staff concludes that the Company has not successfully satisfied its obligations under the Monitorship, the Monitor Period shall be extended for a reasonable time.

27. Under such circumstances, the Monitor shall commence a Fourth Review no later than sixty (60) days after the Commission staff concludes that the Company has not successfully satisfied its compliance obligations under the Order (unless otherwise agreed by the Company, the Monitor, and the Commission staff). The Monitor shall issue a written Fourth Review Report within ninety (90) days of commencing the Fourth Review in the same fashion as set forth in Paragraph 13 with respect to the First Review and in accordance with the procedures for follow- up reports set forth in Paragraphs 17 to 21. A determination to terminate the Monitorship shall then be made in accordance with Paragraph 24.

28. If, after completing the Fourth Review the Monitor is unable to certify, the Monitorship shall be extended, and the Monitor shall commence a Fifth Review (unless otherwise agreed by the Company, the Monitor, and the Commission staff). The Monitor shall issue a written Fifth Review Report within ninety (90) days of commencing the Fifth Review in the same fashion as set forth in Paragraph 13 with respect to the First Review and in accordance with the procedures for follow-up reports set forth in Paragraphs 17 to 21. These reviews shall continue until the Monitor is able to certify, or unless as otherwise agreed by the Company and Commission staff.

Discovery of Potential or Actual Misconduct

29. Throughout the Term of the Monitorship, the Monitor shall disclose to the Commission staff any credible evidence that corrupt or otherwise suspicious transactions occurred, or payments or things of value were offered, promised, made, or authorized by any entity or person within the Company, or any entity or person working directly or indirectly for or on behalf of the Company, or that related false books and records may have been maintained by or on behalf of the Company or that relevant internal accounting controls were circumvented or were not reasonably designed or implemented. The Monitor shall contemporaneously notify the Company's General Counsel, Chief Compliance Officer, or Audit Committee for further action unless at the Monitor's discretion he or she believes disclosure to the Company would be inappropriate under the circumstances. The Monitor shall address in his or her reports the appropriateness of the Company's response to all improper activities, whether previously disclosed to the Commission staff or not.

Certification of Completion

30. No later than sixty (60) days from date of the completion of the undertakings with respect to the Monitorship, the Company shall certify, in writing, compliance with the undertakings set forth above. The certification shall identify the undertakings, provide written evidence of compliance in the form of a narrative, and be supported by exhibits sufficient to demonstrate compliance. The Commission staff may make reasonable requests for further evidence of compliance, and the Company agrees to provide such evidence.

Extensions of Time

31. Upon request by the Monitor or the Company, the Commission staff may extend any procedural time period set forth above for good cause shown.

Confidentiality of Reports

32. The reports submitted by the Monitor and the periodic reviews and reports submitted by the Company will likely include confidential financial, proprietary, competitive business, or commercial information. Public disclosure of the reports could discourage cooperation, impede pending or potential government investigations, or undermine the objective 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 (i) pursuant to court order, (ii) as agreed to by the parties in writing, (iii) to the extent that the Commission determines in its sole discretion that disclosure would be in furtherance of the Commission's discharge of its duties and responsibilities, or (iv) as is otherwise required by law.

Address for All Written Communications and Reports

33. All reports or other written communications by the Monitor or the Company directed to the Commission staff shall be transmitted to Tracy L. Price, Deputy Chief, FCPA Unit, Division of Enforcement, U.S. Securities and Exchange Commission, 100 F Street NE, Washington D.C. 20549-5631B.