

Upon determining the issue of approval of the DPA, the Court did not make findings of fact. No process took place by which the culpability of individual people was determined or assessed. Although companies act through individuals, and some individual conduct was therefore considered, the Court did not hear from any individuals or call upon them for their account. The judgment in the DPA solely concerns the culpability of the company Ultra Electronics Holdings Ltd (previously PLC) and not that of any individual person. No findings of any kind were made against any individual.

PURSUANT TO PART 1 OF SCHEDULE 17 TO THE CRIME AND COURTS ACT 2013

IN THE CROWN COURT AT SOUTHWARK

BETWEEN:

SERIOUS FRAUD OFFICE

V

ULTRA ELECTRONICS HOLDINGS LTD (PREVIOUSLY PLC)

DEFERRED PROSECUTION AGREEMENT

Ultra Electronics Holdings Limited (previously PLC, a company registered in England and Wales under company number 02830397) (“**UEH**”), by its undersigned representatives pursuant to authority granted by its Board of Directors, and the Director of the Serious Fraud Office (the “**SFO**”) enter into this Deferred Prosecution Agreement (the “**Agreement**”) pursuant to Part 1 of Schedule 17 to the Crime and Courts Act 2013 (the “**CCA 2013**”). This

Agreement must be read alongside the undertaking dated 28 April 2026 given by UEH's ultimate parent company in England and Wales, Cobham Ultra Limited ("**CUL**"), attached hereto as **Appendix A** (the "**Undertaking**"). The Agreement comes into force on the day when the Court makes a declaration pursuant to Schedule 17, paragraph 8(1) and (3) CCA 2013.

The terms and conditions of this Agreement are as follows.

THE INDICTMENT AND ACCEPTANCE OF RESPONSIBILITY

1. UEH agrees that the SFO will prefer a draft Indictment (the "**Indictment**"), attached hereto as **Appendix B**.
2. UEH agrees that the Statement of Facts, attached hereto as **Appendix C**, is true and accurate to the best of its knowledge and belief.
3. In the event of it becoming necessary for the SFO to pursue the prosecution that is deferred by this Agreement, UEH agrees that it will not contest the admissibility of, nor contradict, the Statement of Facts in any such proceedings, including at any proceedings at which UEH were to enter a guilty plea or at sentencing. The Statement of Facts will be treated as an admission by UEH of the facts stated therein under section 10 of the Criminal Justice Act 1967 in any criminal proceedings brought against UEH for the alleged offence contained in the Indictment.

TERM OF THE AGREEMENT

4. The Agreement is effective from the date on which the Court makes a declaration under Schedule 17, paragraph 8(1) and (3) of the CCA 2013 (the "**Declaration Date**") and, unless terminated for breach earlier pursuant to para. 9, Sch. 17, CCA 2013, will end on the earlier of three (3) years from the Declaration Date, being 1 May 2029 (the "**Term**").

SCOPE OF AGREEMENT

5. This Agreement brings to a close the SFO's investigation into UEH, together with the activities of any subsidiaries, for suspected offences of bribery (the

“Investigation”).¹The terms of this Agreement do not provide any protection against prosecution for conduct not disclosed by UEH to the SFO prior to the date on which the Agreement comes into force, nor do they provide protection against prosecution for any future criminal conduct committed by UEH.

6. This Agreement does not provide any protection against prosecution for conduct not reflected on the Indictment, even where said conduct has been disclosed during the course of the Investigation but not charged. However, in the circumstances of this case, provided there is no breach of any other term contained within this Agreement, the SFO agrees that it does not intend to conduct any further investigation or prosecution of UEH in relation to the matters disclosed to it in the course of the Investigation, prior to the date of this Agreement.
7. These terms do not provide any protection against the prosecution for conduct not disclosed to the SFO by UEH or entities which have or had direct or indirect ownership and/or control of UEH since the SFO started its Investigation, (**“UEH Parent Companies”**) prior to the date on which the Agreement comes into force, nor does it provide protection against prosecution for any future criminal conduct committed by UEH or any UEH Parent Companies (or successor entities as appropriate). In addition, this Agreement does not provide any protection against prosecution of:
 - a. any officer, director or employee of UEH (including persons formerly fulfilling those roles), or of any persons who perform or performed services for or on behalf of UEH (together, the **“UEH Associated Persons”**); or
 - b. any officer, director or employee of UEH Parent Companies (including persons formerly fulfilling those roles), or of any persons who perform or performed services for or on behalf of UEH Parent Companies (together, the **“UEH Parent Companies Associated Persons”**).

DEFERRED PROSECUTION

8. In consideration of:
 - a. the provision by UEH of:

¹ On 1 August 2022, UEH was acquired by Cobham Ultra Acquisitions Limited (**“CUAL”**) (the **“Acquisition”**). CUAL was and is a subsidiary of Cobham Ultra Limited (**“CUL”**), which sits within a corporate structure encompassing the Cobham and Ultra groups of companies.

- i. initial, prompt self-disclosure of the conduct relating to Algeria set forth in the Statement of Facts;
- ii. since the Acquisition in 2022, exemplary co-operation as described in the Statement of Facts;
- iii. future co-operation, as described in Part A below;
- iv. full disclosure of matters addressed by the Public Prosecution Service of Canada relating to the conduct of a (now former) UEH subsidiary, Ultra Electronics Forensic Technology, Inc., based in Canada;
- v. a substantial compliance remediation programme, in particular following the Acquisition, and ongoing improvements to UEH's group-wide anti-bribery and corruption ("**ABC**") corporate compliance policies and procedures (the "**ABC Programme**") as detailed at Part E below, including in particular:
 1. enhancing the ABC Programme to ensure that the bribery and corruption risks inherent in the use of third-party intermediaries, joint ventures and consortia are detected and substantially mitigated;
 2. committing to ongoing improvements to the ABC Programme, including, but not limited to, the implementation of an internal ABC risk assessment process;
 3. appointing a Chief Compliance Officer ("**CCO**") in April 2023 after the Acquisition, who reports directly to UEH's Chief Financial Officer and Board of Directors, and ensuring the independence of UEH's compliance function;
 4. commissioning an independent assessment of the ABC Programme by a leading law firm with appropriate specialist expertise and implementing all their recommendations;
 5. conducting a wholesale review of all existing third-party intermediaries used by UEH and retaining only those that are strictly necessary;
- vi. a complete change of UEH's senior management, both since the time during which the conduct described in the Statement of Facts was ongoing and since the Acquisition;
- vii. confirmation that no profits were ultimately retained by UEH or any of its subsidiaries from the conduct described in the Statement of Facts;

- viii. agreement to remain registered with Companies House and not dissolved, liquidated, struck off or otherwise removed from the register throughout the Term;
- ix. payment of a financial penalty of £10,083,150 in respect of all three Counts in the Indictment;
- x. payment of the SFO's reasonable costs of £4,804,831.12; and
- xi. agreement, at its own expense, to complete the actions described at Parts A, C, D and E below,

b. the provision by CUL of;

- i. the Undertaking included as Appendix A to this Agreement;
- ii. substantial support for the remediation exercise carried out by UEH following the Acquisition and its discovery of the full extent of the conduct described in the Statement of Facts; and
- iii. assurance to the SFO that UEH will remain a valid legal entity, registered with Companies House and not dissolved, liquidated, struck off or otherwise removed from the register, and within CUL's control and ownership throughout the Term,

the SFO agrees that, subject to the Court's approval of the Agreement, the Indictment should, on being preferred, immediately be suspended for the Term.

9. The SFO further agrees that if UEH fully complies with all its obligations under the Agreement, or the Agreement as varied with the approval of the Court, and if CUL fully complies with the terms of the Undertaking, or the Undertaking as varied with the approval of the Court, the SFO will not continue the prosecution against UEH upon the Indictment and at the conclusion of the Term the Agreement will expire. Within thirty (30) days of the expiry of the Agreement, the SFO will give notice to the Court and to UEH that the proceedings under the Indictment are to be discontinued.

10. After the expiry of the Agreement the SFO may institute fresh proceedings regarding the criminality reflected in the Indictment, if the SFO concludes that, during the course of negotiations of the Agreement, UEH or CUL provided inaccurate, misleading or incomplete information to the SFO and knew, or ought to have known, that the information was inaccurate, misleading or incomplete.

TERMS

A. Co-operation

11. Unless released from the obligation to do so by the SFO, UEH shall retain for the Term all material gathered as part of its internal investigation, as well as all material gathered in the course of the SFO's investigation leading to the Agreement and now held by its legal advisor. This provision does not amend or derogate from sections 2(16) and 2(17) of the Criminal Justice Act 1987 nor any other statutory or common law obligation.
12. During the Term, at the reasonable request of the SFO, UEH shall co-operate fully and honestly with any and all SFO pre-investigations, investigations and prosecutions relating to any UEH Associated Person, in any and all matters relating to the conduct which is the subject of the Indictment as described in the Statement of Facts, subject to applicable laws and regulations and as set out in paragraph 14 below.
13. During the Term, at the reasonable request of the SFO, UEH shall also co-operate fully and honestly with any other domestic or foreign law enforcement and regulatory authorities and agencies in any investigation or prosecution of any of its officers, directors, employees, agents or consultants (including persons formerly fulfilling those roles), or a third party, in any and all matters relating to the conduct which is the subject of the Indictment as described in the Statement of Facts, subject to applicable laws and regulations and as set out in paragraph 14 below.
14. UEH agrees that its co-operation pursuant to paragraphs 12 and 13 shall include, but not be limited to any reasonable requests for:
 - a. disclosure to the SFO, and, as reasonably directed by the SFO, to any other agency or authority, domestic or foreign, of all relevant information and material in its possession, custody or control, which is not protected by a valid claim of legal professional privilege or any other applicable legal protection against disclosure, in respect of its activities and those of its officers, directors, employees, agents (including persons formerly fulfilling those roles) and any other third parties; and
 - b. the use of its reasonable endeavours, where possible and within its control, to make available for interview, at the request of the SFO, any UEH Associated Persons.

15. Nothing in paragraphs 12 to 14 is intended to derogate from UEH's legal rights to raise any defence or assert affirmative claims in criminal, civil or regulatory proceedings in England and Wales or other jurisdictions, provided that such defences and claims do not contradict, in whole or in part, a statement contained in the Statement of Facts or otherwise violate paragraphs 39 to 41 below.

16. During the Term, should UEH's CCO or any member of UEH's Board of Directors, in consultation with UEH's Group General Counsel and external legal advisers, determine that there is a reasonable basis on which to conclude that:
 - a. UEH;

 - b. any UEH Associated Person;

 - c. any subsidiary of UEH, including any entity which is controlled directly or indirectly by UEH, a joint venture or bidding partner with UEH, or a member of a consortium with UEH (each, an "**Affiliate**"),

which, if established, would constitute an offence of serious or complex bribery or fraud by UEH or any of its subsidiaries, and would satisfy the SFO's criteria for case acceptance set forth in the SFO's Statement of Principle, UEH shall promptly report such evidence or allegation to the SFO, provided there is no prohibition from doing so by law or regulation. For the avoidance of doubt, nothing in this paragraph is intended to waive or require a waiver of a valid assertion of legal professional privilege by UEH.

B. Disgorgement of Profits

17. The SFO and UEH agree that there will be no disgorgement of profits, as the contract relating to Count 1 resulted in a loss, while the two contracts relating to Counts 2 and 3 were ultimately not obtained.

18. The SFO is not precluded from arguing in any future proceedings (including a resumed prosecution) that the Court should make financial orders, based on a pecuniary advantage or other benefit that may have been obtained through the conduct described in the Statement of Facts.

C. Payment of a Financial Penalty

19. The SFO and UEH agree that UEH will pay a financial penalty to the SFO for onward transmission to the Consolidated Fund in the amount of £10,083,150 (the “**Financial Penalty**”), calculated as follows:

	Count 1	Counts 2 & 3
Jurisdiction	Oman	Algeria
Harm	£5,329,000	£1,461,000
Multiplier	300%	300%
Discount (Guilty Plea)	45%	45%
Discount (Totality)	10%	10%
Subtotal	£7,913,565	£2,169,585
Total Financial Penalty	£10,083,150	

20. UEH will pay the Financial Penalty within thirty (30) days of the Declaration Date to the SFO for onward transmission to the Consolidated Fund and, subject to paragraph 21 below, failure to do so will constitute a breach of the Agreement. The payment of the Financial Penalty is final and shall not be refunded.

21. At the sole discretion of the SFO, late payment by up to thirty (30) days will not constitute a breach of this Agreement but will be subject to interest at the prevailing rate applicable to judgment debts in the High Court on any amount of the Financial Penalty unpaid, unless otherwise determined by the Court.²

22. The SFO is not precluded from arguing in any future proceedings (including a resumed prosecution) that the Court should impose a higher financial penalty.

23. UEH agrees that no tax reduction will be sought in the United Kingdom or elsewhere in connection with the payment of any part of the Financial Penalty.

² [The Judgment Debts \(Rate of Interest\) Order 1993](#)

D. Costs

24. The SFO and UEH agree that UEH will pay the reasonable costs, as set out in paragraph 8 (a)(v)(5)(x), of the SFO's investigation and of entering into the Agreement to the SFO (the "**SFO Costs**"). UEH will pay the SFO Costs to the SFO within thirty (30) days of the Declaration Date and, subject to paragraph 25 below, failure to do so will constitute a breach of the Agreement. The payment of the SFO Costs is final and shall not be refunded.
25. At the sole discretion of the SFO, late payment of the SFO Costs by up to thirty (30) days will not constitute a breach of the Agreement but will be subject to interest at the prevailing rate applicable to judgment debts in the High Court on any amount of the SFO Costs unpaid.
26. The SFO is not precluded from arguing in any future proceedings (including a resumed prosecution) that the Court should order payment of a higher amount of costs.
27. UEH agrees that no tax deduction may be sought in the United Kingdom or elsewhere in connection with the payment of any part of the SFO Costs.

E. Corporate Compliance Programme

28. Since identifying the matters set out in the Statement of Facts, UEH has implemented and will continue to implement, review and strengthen its ABC Programme designed to reinforce internal controls, policies and procedures in order to prevent, detect and address breaches of the Bribery Act 2010 and of other applicable anti-corruption laws, and which applies across all UEH business units. Specifically, in order to address the bribery and corruption risks, UEH has implemented the following relevant changes since the offending:
- a. an assessment of its compliance programme for the period between March 2023 and December 2024 conducted by a leading law firm with appropriate specialist expertise and subsequent implementation of all recommendations into UEH's compliance framework;
 - b. enhancement of UEH's policy framework including UEH core policies as well as business-specific policies housed within business units;

- c. a wholesale review of UEH's approach to the selection and management of third-party agents and intermediaries, and subsequent significant reduction of its reliance on wider third-party relationships, including intermediaries, joint ventures, consortia and teaming arrangements, supported by:
 - i. the use of RiskRate, a third-party tool, to conduct risk-based due diligence, onboarding and monitoring for intermediaries, which includes UEH-level approval; and
 - ii. revised policies governing the process of entering into consortia and teaming agreements which require sign-off at UEH-level;
- d. an overhaul of UEH's Board of Directors to include representatives of Advent who are provided with data relating to the ABC Programme and from whom approval is sought prior to engagement with third parties;
- e. assurance that all individuals suspected of involvement in the offending subject to this Agreement have since left UEH;
- f. creation of the role of a group-level CCO who reports directly to the Group Chief Financial Officer and the Ultra Group Board;
- g. creation of the role of 'Compliance Champions' who sit within each UEH business unit and support the CCO in respect of compliance-related matters in their respective business units, and the establishment of an independent compliance function;
- h. implementation of a training programme mandatory for all relevant UEH employees upon onboarding and thereafter, and enhanced training for certain UEH personnel; and
- i. an independent risk assessment conducted by a leading external accountancy firm regarding the offence of failure to prevent fraud under the Economic Crime and Corporate Transparency Act 2023 and subsequent enhancements to related policies.

29. Notwithstanding paragraph 28 above, UEH shall continue to review and, where necessary and appropriate, enhance and modify its ABC Programme, including internal controls, compliance policies and procedures. It shall do so in a manner consistent with all of UEH's obligations under this Agreement and CUL's obligations pursuant to the Undertaking. UEH shall ensure that it maintains a rigorous ABC Programme that incorporates policies and procedures designed to prevent and effectively detect breaches of the Bribery Act 2010 and other applicable anti-corruption laws throughout its operations, including those of UEH and its Affiliates.

30. UEH agrees that it shall report to the SFO annually³ during the Term on the work that it has undertaken to modify and enhance compliance measures and internal controls, policies and procedures which form the ABC Programme, and as described in paragraph 29 above. Such reporting shall include, but not be limited to:

- a. any changes to UEH's Board of Directors;
- b. any changes in the CCO or the CCO's reporting structure or the CCO's role;
- c. information as to the operation of UEH's processes and procedures relating to:
 - i. the use of commercial intermediaries, joint ventures, consortia and teaming agreements;
 - ii. UEH's implementation of the risk assessment process particularly to manage risks of conducting business in countries with an identified bribery and corruption risk and/or in countries where UEH does not have offices and/or employees; and
 - iii. the management by UEH (and its Affiliates) of its conduct of business through joint ventures, consortia and affiliations.

31. UEH agrees that such reports will be submitted annually to the Head of Division B at Serious Fraud Office, 2-4 Cockspur Street, London SW1Y 5BS, in twelve (12) month increments beginning 12 months from the Declaration Date, and with the third and final report (if required, subject to paragraph 4 above) to be submitted not fewer than eighty

³ Subject to the self-reporting obligations contained at paragraph 16 of this Agreement.

(80) days prior to the expiration of this Agreement. UEH may request to extend the time period for submission of the reports with prior written approval of the SFO. The reports and the contents thereof are intended to remain and shall remain confidential and non-public, except as otherwise agreed to by the parties in writing or as required by law.

32. In complying with the requirements of paragraph 31 above, UEH shall, at the request of the SFO (such request or requests to be received during the Term) provide the SFO with copies of the documented output of the ABC risk assessment process including a full list of recommendations made, with explanatory notes setting out which recommendations are and which recommendations are not being implemented by UEH and why.
33. Implementation of additional controls, policies and procedures shall not be construed in any future proceedings as providing an automatic statutory defence, immunity or amnesty in respect of conduct occurring subsequent to their implementation. The provision of the above referenced reports to, and the subsequent review by, the SFO, and any positive or neutral comments made in this regard shall not be construed as approval by the SFO of the nature of any compliance programme. Nothing in this paragraph is intended to derogate from UEH's legal rights to raise any defences or assert affirmative claims in criminal, civil or regulatory proceedings in England and Wales or other jurisdictions relating to the matters set out in the Statement of Facts, provided such defences and claims do not contravene paragraphs 39 to 41 below.

BREACH OF THE AGREEMENT

34. In the event that the SFO believes that UEH might have failed to comply with any of the terms of the Agreement, the SFO agrees to provide UEH with written notice of such alleged failure prior to commencing proceedings resulting from such failure. UEH shall, within twenty-eight (28) days of receiving such notice, have the opportunity to respond to the SFO in writing to explain the nature and circumstances of the alleged failure, as well as any actions UEH and/or CUL has taken to address and remedy the situation. The SFO will consider the explanation in deciding whether to make an application to the Court pursuant to para. 9(1), Sch. 17, CCA 2013.
35. If, upon the expiry of the twenty-eight (28) day notice period, the SFO considers that it has been unable to secure a satisfactory outcome, the SFO may apply to the Court for

a finding that UEH is in breach of the term(s) of the Agreement as alleged pursuant to para. 9(1), Sch. 17, CCA 2013. In the event that the Court terminates this Agreement, the SFO may make an application for the lifting of the suspension of the Indictment associated with the Agreement and thereby reinstitute criminal proceedings.

SALE, MERGER OR INSOLVENCY PROCEEDINGS OF UEH

36. For the purposes of this Agreement, “**Transaction**” means any individual action or series of actions occurring in a single step or series of steps, which results in any direct change of control or transfer of a majority of the issued share capital or similar beneficial ownership rights in UEH, other than minor transactions conducted in the ordinary course of UEH’s business, that occurs during the Term.
37. In connection with, and as a condition to, any Transaction, UEH shall procure that the relevant counterparty commits, in a form satisfactory to the SFO acting reasonably, to procure that UEH complies with its obligations under this Agreement.
38. If UEH enters into a voluntary or compulsory insolvency process while the Agreement remains in force it will notify the SFO at the earliest opportunity. Failure to do so will constitute a breach of the Agreement.

PUBLIC STATEMENTS

39. UEH agrees that it shall not make, and it shall not authorise its Affiliates, lawyers, officers, directors, employees, agents or shareholders, or any other person authorised to speak on UEH’s behalf, to make any public statement contradicting the matters described in the Statement of Facts or other matters concerning this Agreement or the Agreement negotiations. If the SFO reasonably determines that a public statement by UEH or by any person it believes to be authorised by UEH contradicts in whole or in part a matter described in the Statement of Facts, the SFO shall so notify UEH. If UEH publicly repudiates such statement(s) within five (5) business days after notification by the SFO, no breach of the Agreement will have occurred (in this Agreement a “**Business Day**” means a day, other than a Saturday or Sunday, on which banks are open for general business in London). If UEH does not so publicly repudiate such statement(s), the SFO may act in accordance with paragraphs 34 and 35 above. This paragraph does not apply to any statement made by any individual in the course of any criminal, civil, or regulatory proceedings instituted against or by that individual, unless such individual has been authorised to speak on behalf of UEH. Nothing in this

paragraph is intended to derogate from UEH's legal rights to raise any defence or assert affirmative claims in criminal, civil or regulatory proceedings in England and Wales or other jurisdictions.

40. UEH and the SFO will agree the wording of a press release in advance that UEH can use in connection with this Agreement (the "**Agreed Press Release**"), but UEH agrees to release the Agreed Press Release only after the SFO has issued its own initial press release after the DPA Declaration has been issued by the Court. Where UEH or any of its Affiliates wish to issue a press release or any other formal written public statement in connection with this Agreement that materially differs from the Agreed Press Release, UEH shall first notify the SFO to determine (a) whether the proposed text of the press release or other proposed formal written public statement is true and accurate with respect to matters between the SFO and UEH, and (b) whether the SFO has any objection to the release. If this is not practical, the advance notification requirements of this paragraph will be deemed satisfied if UEH communicates the details of such released press release or formal written public statement to the SFO at the earliest opportunity. Should the SFO advance reasonable objections to the released press release or formal written public statement in part or in its entirety, UEH will agree to correct it or retract it as agreed with the SFO.

41. Paragraph 40 does not apply to any disclosure to any supervisory, regulatory or judicial body or self-regulatory organisation, however such disclosure shall not contradict the matters as described in the Statement of Facts. If UEH believes it is required by law or regulation to issue a press release or otherwise make a public statement in connection with the Agreement on a timetable that precludes it from complying with this paragraph, it shall inform the SFO of the circumstances, timing, content and manner of the press release or other public statement as soon as is reasonably practicable after such press release or other public statement is issued, and in doing so shall identify the specific exigency and legal or regulatory provision which it believed required such a press release or public statement to be issued without complying with this paragraph.

WARRANTY

42. UEH warrants that:

- a. the information provided to the prosecutor throughout DPA negotiations and upon which the Agreement is based does not knowingly contain inaccurate,

misleading or incomplete information relevant to the conduct UEH has disclosed to the SFO; and

- b. it will notify the SFO and provide, where requested, any documentation or other material that any UEH director becomes aware of whilst the Agreement is in force which they know or suspect would have been materially relevant to the offences particularised in the Indictment.

43. UEH agrees to its legal advisors (Simmons & Simmons LLP) providing a warranty in the same terms as paragraph 42 above.

NOTICE

44. Any notice under this Agreement shall only be effective if it is in the English language and in writing (which shall include e-mail).

45. Notices under this Agreement shall be sent to a party at both its physical address and its email address, for the attention of the individual set out below:

PARTY	PHYSICAL ADDRESS	FOR THE ATTENTION OF (INDIVIDUAL)	EMAIL ADDRESS
UEH	Ultra Electronics Holdings Limited, Scott House, Suite 1 The Concourse, Waterloo Station, London, England, SE1 7LY	Graham Kirk, General Counsel	Graham.Kirk@ultra-electronics.com
SFO	Serious Fraud Office, 2-4 Cockspur Street, London SW1Y 5BC	Emma Isaac, Head of Division B	emma.isaac@sfo.gov.uk

provided that a party may change its notice details on giving notice to the other party of the change in accordance with this paragraph.

46. Notice sent pursuant to paragraph 45 shall be deemed to have been delivered on the Business Day the relevant e-mail was actually delivered, provided that any notice given

under this Agreement after 6.30 p.m. on a Business Day shall be deemed to have been given on the following Business Day.

LIMITATIONS ON BINDING EFFECT OF AGREEMENT

47. This Agreement is binding on UEH and the SFO, but specifically does not bind any other component of the United Kingdom Government or any other authorities.

COMPLETE AGREEMENT

48. This Agreement, including its Appendices, sets forth all the terms of the DPA between UEH and the SFO. No amendment, modification or addition to this Agreement shall be valid unless it is in writing and signed by the SFO and an authorised representative of UEH, and where required under the Deferred Prosecution Agreements Code of Practice, approved by the Court.

Consent

Agreed

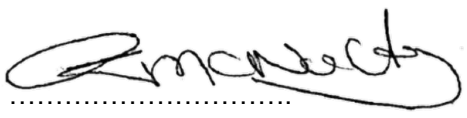
For Ultra Electronics Holdings Limited:

Signed by:
Graham Kirk
0BB50F2307D84B5.....

Name: Graham Kirk

Position: General Counsel

Date: 28 April 2026

For the Serious Fraud Office: 

Name: Graham McNulty QPM

Position: Director of the Serious Fraud Office

Date: 28 April 2026