



Cobham Ultra Limited  
Scott House  
Suite 1, The Concourse  
Waterloo Station  
London  
SE1 7LY

The Director of the Serious Fraud Office  
2-4 Cockspur Street  
London  
SW1Y 5BS  
28 April 2026

ultra.group

Dear Serious Fraud Office

**Undertaking made pursuant to the Deferred Prosecution Agreement between Ultra Electronics Holdings Limited (“UEH”) and the Director of the Serious Fraud Office (the “SFO”) on 28 April 2026 (the “Agreement”)**

1. We refer to the Agreement. Terms defined in the Agreement have the same meaning in this letter.
2. Cobham Ultra Limited (“**CUL**”), by its undersigned authorised representative and pursuant to authority granted by the CUL Board of Directors, hereby undertakes:
  - (A) to ensure the performance by UEH of all obligations contained within the Agreement including, should UEH fail or be unable to do so, to assume responsibility for UEH’s payment of:
    - (1) the Financial Penalty of £10,083,150; and
    - (2) payment of the SFO’s reasonable costs of £4,804,831.12.
  - (B) to ensure that UEH remains a valid legal entity, registered with Companies House and is not dissolved, liquidated, struck off or otherwise removed from the register, and within CUL’s control and ownership throughout the Term;
  - (C) during the Term, at the reasonable request of the SFO, to cooperate fully and honestly and to ensure that UEH cooperates fully and honestly with the SFO 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;
  - (D) at the reasonable request of the SFO, to cooperate fully and honestly during the Term with any other domestic or foreign law enforcement and regulatory authorities and agencies in any investigation or prosecution of any officer, director, employee, agent or consultant of UEH (including persons formerly fulfilling those roles), or any 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.
  - (E) not to make, nor authorise its Affiliates, lawyers, officers, directors, employees, agents or shareholders or any other person authorised to speak on its behalf to make any public statement contradicting the matters described in the Statement of Facts or other matters concerning the Agreement or the Agreement negotiations. If the SFO reasonably determines that a public statement by CUL or by any person it believes to be authorised by CUL contradicts in whole or in part a matter described in the

Statement of Facts, the SFO shall so notify CUL. If CUL publicly repudiates such statement(s) within five (5) Business Days after notification by the SFO, no breach of the Agreement will have occurred. If CUL does not so publicly repudiate such statement(s), the SFO may act in accordance with paragraphs 34 and 35 (*Breach*) of the Agreement. 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 CUL. Nothing in this paragraph is intended to derogate from CUL's legal rights to raise any defence or assert affirmative claims in criminal, civil or regulatory proceedings in England and Wales or other jurisdictions;

- (F) if CUL or any of its subsidiaries (including UEH) wish to issue a press release or any other formal written public statement in connection with the Agreement that materially differs from the Agreed Press Release, CUL will first notify the SFO to determine whether (a) 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) 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 CUL 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, CUL will agree to correct or retract (or procure that UEH agrees or corrects) it as agreed with the SFO. This paragraph does not apply to any disclosure to any supervisory, regulatory or judicial body or self-regulatory organisation, however such disclosure shall not contradict the matters as described in the Statement of Facts. If CUL 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 formal written public statement as soon as is reasonably practicable after such press release or other formal written 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 formal written public statement to be issued without complying with this paragraph.
- 3. For the purpose of the undertakings given at paragraphs 2(C) and 2(D) above, such cooperation 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 CUL's possession, custody or control, which is not protected by a valid claim of legal professional privilege or any other applicable legal protection against disclosure, in respect of its activities and those of UEH's officers, directors, employees, agents (including persons formerly fulfilling those roles) and any other third parties; and
    - (B) the use of CUL's reasonable endeavours, where possible and within its control, to make available for interview, at the request of the SFO, any UEH Associated Persons.
  - 4. Nothing in this Undertaking is intended to derogate from CUL's or 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.
  - 5. CUL further acknowledges that its undertakings set forth above do not absolve UEH of any of UEH's obligations under the Agreement, and that if, during the Term, the SFO believes that UEH has failed to comply with any of those obligations, whether because of a failure of CUL

to comply with the terms of this Undertaking or otherwise, the SFO may proceed as described in paragraphs 34 and 35 (*Breach*) of the Agreement.

6. Further, CUL acknowledges that should it breach any of the undertakings set forth above, the SFO may proceed as described in paragraphs 34 and 35 (*Breach*) of the Agreement.
7. Together, the Agreement and the Undertaking set forth all the terms of the agreement between CUL, UEH and the SFO. No amendments, modifications or additions to this Undertaking shall be valid unless they are in writing and signed by the SFO and a duly authorised representative of CUL.
8. This Undertaking is governed by and construed in accordance with English law. The parties submit to the exclusive jurisdiction of the English courts to settle any dispute arising from or connected with this Undertaking (including a dispute regarding the existence, validity or termination of this Undertaking or relating to any non-contractual or other obligation arising out of or in connection with this Undertaking or its formation).
9. Please acknowledge receipt and acceptance of this Undertaking by signing, dating and returning the enclosed copy.

Yours faithfully

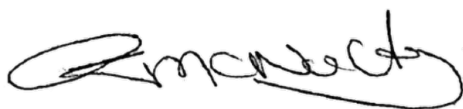
Signed by:  
  
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Name: Graham Kirk  
Title: General Counsel  
(for and on behalf of Cobham Ultra Limited)  
Date: 28 April 2026

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

Signed (for and on behalf of the SFO):



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Name: Graham McNulty QPM  
Title: Director of the SFO  
Date: 28 April 2026