

Selection and Management of Intermediaries Procedure

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September 2025

ULTRA.

Amendment record sheet

Issue	Summary description of change
1	New Issue
2	Amendments to clauses 4.1 and 5.1 and Appendix 5
3	Addition of clause 10 and Appendix 7
4	Amendments to clause 2.2(b), clause 4.1(e), clause 5.2, clause 8, Appendix 3, Appendix 4 and Appendix 6
5	Amendment to Appendix 2
6	<p>March 2024</p> <ul style="list-style-type: none"> • Update of job titles in appendices 2 & 6 • Addition of Advent Board Member's agreement to Level 3 approval • Replacement of Denton's online tool with a suite of different providers • Addition BU Compliance Champions throughout • Clarification of Group vs Local Legal team roles • Addition of '<i>Further Advice and Guidance</i>' section
7	<p>March 2025</p> <ul style="list-style-type: none"> • Added additional steps to the payment of Intermediary invoices – Section 5.2 • Requirement for an updated IRAF for additional opportunities – Section 6.2 • Requirement for the Contracts Team to be involved when changes are proposed to the standard Intermediary agreement (added at Appendix 8) • Maximum contractual term reduced from three years to two • Addition of an interview with Ultra CCO when required • Addition of the words '<i>in the same jurisdiction</i>' for Approval of existing Intermediary – Section 7 • Addition of the need for Group oversight of Intermediaries operating in higher risk jurisdictions (CPI <30) – Section 8 • Addition of BU General Counsel, Compliance Champion or CCO for approval of Risk Remediation Forms – Section 8 (a) and to proactive management of the Intermediary at 8(b) overseeing 'ethics calls' • Commercial Director / Head of Commercial now to be consulted prior to submission of Appendix 5
8	<p>September 2025</p> <ul style="list-style-type: none"> • Updated to include references to ECCTA where relevant • Updated to use correct document names when cross referencing

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1 Purpose

Part 3 of the Anti-Bribery Corruption and Fraud ('ABCF') Manual explains who "Intermediaries" are and identifies Intermediaries as posing a high bribery and corruption risk to Ultra.

To help mitigate this ABCF risk this Procedure, which should be read in conjunction with the ABCF Manual, details the processes that must be followed through the Intermediary lifecycle: from selection, appointment and ongoing monitoring to expiry or termination.

2 Initial Assessment and Selection Considerations

Every effort should be made to consider alternative ways of doing business that do not require the use of Intermediaries. As a minimum, the following actions should be taken by the Ultra business unit (or 'BU') and evidenced in writing uploaded to RiskRate, as part of the due diligence pack prepared by the BU, before commencing the process to appoint an Intermediary:

- a) Assessing need: An assessment of the business opportunity, including an analysis of the risks/rewards of using an Intermediary versus using other means to pursue the opportunity. The BU must be satisfied that a legitimate business need cannot reasonably be fulfilled by any other means.
- b) Assessing local law restrictions / requirements: The Local Requirements and Restrictions Questionnaire (Appendix 2) sets out the information required to assess local law restrictions or requirements in the use of Intermediaries.
 - For higher ABCF risk jurisdictions (Corruption Perceptions Index ("CPI") <60 – <https://www.transparency.org/en/cpi/2020/index/>), businesses must use a credible third-party local legal source approved in advance by the BU Legal team to complete the questionnaire.
 - For lower ABCF risk jurisdictions (CPI 60+), businesses may complete the Questionnaire for that jurisdiction using information obtained from an online research tool such as TRACE / Navex / World Check etc. Please ask your local BU legal team for access to these tools or similar resources.
 - If the CPI doesn't list a specific jurisdiction in which the intermediary will provide services the business should contact the BU Legal team for guidance.

Where an Ultra business is seeking approval for an Intermediary to represent it in multiple jurisdictions, separate Questionnaires are required for each jurisdiction in accordance with CPI requirements outlined above.

- c) Review data base: A review of the online database¹ of existing Intermediaries in use across the Ultra Group to determine if, in respect of the relevant country and industry sector, a suitable Intermediary has already been screened and onboarded by Ultra. Where an existing Intermediary is identified, further investigation (including holding a

¹ Hosted on the RiskRate database.

discussion with the Intermediary owner) must be undertaken to decide if it is a viable solution.²

- d) Identifying the right Intermediary: Where an approved Intermediary doesn't already exist, use of objective selection criteria (including the intermediary's qualifications, experience and/or industry associations) must be used to identify potential intermediaries. The overseas trade ministry or the Trade Attaché (or equivalent) for the Ultra business' home country, may be able to provide guidance on entities who meet the selection criteria. Please also contact the Ultra Group Legal Team for any further guidance.

3 Intermediary Risk Assessment – RiskRate

Ultra has selected RiskRate, an online platform hosted by Navex Global, to facilitate the assessment, approval and monitoring of Intermediaries. Therefore, once the Ultra business has satisfied itself that an Intermediary is required to fulfil a legitimate business need, it must supply the relevant Intermediary due diligence information required by RiskRate and carry out the risk assessment set out in RiskRate. A step-by-step guide to completing the risk assessment in RiskRate is set out at Appendix 3.

4 Approval of Intermediaries – Process Overview

As explained in the ABCF Manual, Ultra's Risk Management oversight structure is based on the principle of 'three lines of defence'. It is the responsibility of the Intermediary 'Owner' within the Ultra business to track each level of approval through RiskRate using 'Tasks' raised to the Level 1, Level 2 and Level 3 approvers (see below for details of the "three lines of defence"). Tasks may also be raised where additional information is required as part of the approval process.

4.1 Level 1 Approval (First Line of Defence)

It is the responsibility of each Ultra business to assess, articulate and mitigate the risk of dealing with its Intermediaries.

All proposed intermediaries must be approved at Level 1 prior to submission for Level 2 approval. Approval is requested by the Intermediary Owner as a RiskRate 'Task' to the Level 1 approver. The Level 1 approver³ may request additional information to support the Level 1 approval process by way of a RiskRate 'Task' and/or 'Note'.

² Ultra's CCO will be able to facilitate this process if necessary.

³ Level 1 approver should be the Compliance Champion for the relevant Business Unit.

The Intermediary Owner (with support from the Local Contracts team when required) shall ensure, as a minimum, the following information is available on RiskRate prior to Level 1 approval being requested:

- a) Fully populated “Local Requirements and Restrictions Questionnaire” attached as Appendix 2;
- b) Fully populated “Additional Intermediary Information Form”, attached as Appendix 4;
- c) Fully-populated ‘Ultra Electronics Third Party Questionnaire’ (including confirmation that the RiskRate compliance training modules have been undertaken by the intermediary if required), accessed via RiskRate;
- d) Intermediary Reimbursement Analysis Form (‘IRAF’), attached as Appendix 5, to ensure commission payments are tied to demonstrable and legitimate work undertaken by the Intermediary in pursuit or execution of the opportunity;
- e) A third-party reference from a credible, independent, source (e.g. a recognised multinational company that does business with the Intermediary) specifically referring to the Intermediary’s ethical conduct. The Intermediary Owner must also document the measures taken to validate the independence of the reference provider (for example providing evidence that there is no cross-shareholding or cross-directorships between intermediary and referee);
- f) Intermediary screening report covering the Intermediary, and where applicable, its key individuals; Intermediate Due Diligence Reports for Intermediaries with an ‘Amber’ profile risk or Enhanced Due Diligence report for Intermediaries with a ‘Red’ profile risk;
- g) A signed copy of the most recent Ultra ABCF Policy for Intermediaries; and
- h) The proposed Intermediary Agreement, including, where applicable, mark-ups showing changes to the Ultra template Intermediary Agreement (Appendix 8) or anything else that would reasonably be considered as non-standard. A member of the Local Contracts team should be involved in this process.

When Level 1 approval has been obtained the Intermediary may then be submitted for Level 2 approval.

4.2 Level 2 Approval (Second Line of Defence)

The Ultra Business CEO / President with responsibility for the BU (or his/her nominated delegate) provides Level 2 assurance by means of a comprehensive review and challenge of the Level 1 approval, to ensure the assessment is robust and the process is operating as intended.

Level 2 approval is requested by the Intermediary Owner as a 'Task' assigned to the Level 2 approver via RiskRate. The Level 2 approver may request additional information to support the Level 2 approval process by way of a RiskRate 'Task' and/or 'Note'. When Level 2 approval has been obtained the Intermediary may then be submitted for Level 3 approval by the Owner.

4.3 Level 3 Approval (Third Line of Defence)

Group provides the third line of defence through its review and challenge of the Level 1 and Level 2 approvals, and by ensuring the effectiveness and compliance with the Intermediary risk management process.

Level 3 approval is requested by the Intermediary Owner as a 'Task' assigned to the Level 3 approver via RiskRate. The Level 3 approver may request additional information to support the Level 3 approval process by way of a RiskRate 'Task' and/or 'Note'.

The Group Level 3 approver⁴ is responsible for coordinating an Ultra Group Board Member's (or a nominated delegate's) approval as part of the Level 3 process.⁵ Where the approval is conditional, the approval conditions will be communicated to the Intermediary Owner by way of a RiskRate 'Task'.

The Intermediary Owner must upload evidence to RiskRate that the approval conditions have been completed before the Intermediary Agreement is executed.

Selective validation of the Intermediary Owner's completion of the approval conditions will be conducted on an annual basis by the Head Office team or relevant BU Compliance Champion as part of the Group-led internal review and audit process.

5 Intermediary Payments and Mark-Up

5.1 Pre-Engagement reimbursement considerations

The BU must use the IRAF to clearly articulate the work to be done, expenses to be incurred,⁶ or risks to be taken, for the proposed reimbursement amount. The Ultra business' Commercial or Finance Director and President / CEO must be satisfied, and attest, that the proposed Intermediary reimbursement structure and amount is relevant, accurate and complete and commensurate with demonstrable and legitimate work performed and/or risks assumed by the relevant Intermediary in pursuit or execution of the opportunity.

⁴ This task is the responsibility of the CCO or GC.

⁵ The Ultra Group DOA must be complied with at all times in relation to requirements for additional UEHL or UEUKHL Board approval where a 'Group Legal Risk' has been identified.

⁶ Must be in accordance with Ultra Intermediary ABC and Gifts and Hospitality Policies.

The Intermediary Owner must also demonstrate an understanding of local reimbursement structures and amount of payment in respect of the relevant country and industry sector for the proposed scope of work, using credible third-party sources (e.g. the Embassy of the Ultra business' home country or a local market intel. expert). This is important to ensure any reimbursement structure and amount proposed to be paid to any Intermediary is in line with normal legal and commercial practices.

Any suspicious payment requests or patterns should be reported to the Ultra Group Legal Team.

5.2 Post-Engagement payment monitoring

Following appointment, when an Intermediary raises a payment request:

The Ultra business' Commercial Director / Head of Commercial must confirm in writing to the Finance Team that they have:

- Verified the invoice against the current reimbursement obligations in the Intermediary Agreement stored in RiskRate;
- Ensured that the bank accounts are those identified in the current Intermediary Agreement (or PO created when the Intermediary was onboarded); and
- That the payment is in line with the Ultra ABCF policy for Intermediaries.

The Intermediary Owner or BU Compliance Champion should be contacted in respect of any potential disputes or clarifications.

Where the payment request is for backward-looking work, the Ultra business' Commercial Director / Head of Commercial must be satisfied that the proposed payment corresponds with the attested amount(s) in the IRAF. In the event of any discrepancies between the proposed payment and the IRAF, an audit of the Intermediary's actual books and records must be undertaken and documented by the business' Finance Director to ensure the requested payment is commensurate with the work performed on the business' behalf by the Intermediary.

If the Intermediary is unable to provide adequate books and records to enable the business to complete its audit, external support must be engaged before the payment is released as follows:

- Where the Intermediary represents Ultra in a jurisdiction with a CPI rating of 30 or less an independent audit / legal interview must be completed by a "Big 4" accountancy firm or law firm approved by the Ultra Group Legal Team.

- Where the Intermediary represents Ultra in a jurisdiction with a CPI rating of 31 or above, an independent audit / legal interview must be completed by a reputable accountancy firm or law firm approved by the BU Legal team, or Ultra's Chief Compliance Officer.

The Ultra business' Finance Director, (or his/her delegate within the Finance Team) must validate each such payment before it is made.

Irrespective of value, payment for customs clearance, local permits (and similar) must be made by the Ultra business directly (and not by an Intermediary), and all such payments must be validated by the Ultra business' Finance Director (or his/her delegate within the Finance Team).

Detailed records must be maintained by the Ultra business' Finance team, which may subsequently be audited (see section 8 below), or otherwise used to explain why a payment was made if ever queried.

6 Intermediary Appointment

6.1 Agreement Term

Following Level 3 approval, the requesting Ultra business is authorised to engage with the intermediary for a maximum two-year term using Ultra's Intermediary Agreement (Appendix 8). Re-approval will be required at the end of this term if the Ultra business wishes to extend its relationship with the Intermediary.

6.2 Unexpected Opportunities during Agreement Term

Intermediary approval is based on the 'Opportunity / Value' data provided in the Additional Intermediary Information form (Appendix 4), over the duration of the agreement term.

Unexpected opportunities which cause, or could cause, this approved value to be materially exceeded are subject to additional review and approval at Level 1, Level 2 and Level 3 to ensure the Intermediary payment model remains commensurate with demonstrable and legitimate work performed (and/or the risk assumed) by the relevant Intermediary in pursuit or execution of the unexpected opportunity. An updated IRAF form should be completed where approval is requested for additional opportunities.

7 Approval of an Existing Intermediary

If an existing, approved, Intermediary is deemed suitable to represent a new Ultra business in the same jurisdiction, as part of the selection process, the new Ultra business is only required to submit the Additional Intermediary Information Form, the proposed reimbursement structure and the Intermediary Reimbursement Analysis Form for approval.

Following approval of these documents through Levels 1-3, the Ultra business is permitted to use the Intermediary for the remaining duration of the existing approved term.

8 Post-engagement – controlling and mitigating the risk

Post-engagement monitoring of Intermediaries, which is critical to controlling and mitigating the risks associated with the use of Intermediaries, is to be managed as set out below:

- a) Database monitoring: RiskRate provides real-time monitoring of the intermediary to enable the Ultra business to identify when a change in any Intermediary risk profile may have taken place. The approvers of the Intermediary at Levels 1-3 must be notified immediately, by the Intermediary Owner, should the Intermediary risk profile change at any time during the engagement. If, following investigation, the Intermediary Owner deems the change in the Intermediary's risk profile to be a "false positive", a Risk Remediation Form, approved by the Business Unit CEO / President, General Counsel, Compliance Champion or Group CCO, must be uploaded to RiskRate in the format detailed in Appendix 5 before any change is made to the Intermediary's "Current Report Score".
- b) Proactive management of the Intermediary: It is the Ultra business' responsibility to proactively manage the Intermediary, which requires, at a minimum:
 - A member of the Ultra business must be appointed primary day-to-day contact for the Intermediary – scheduled calls must take place regularly (at least fortnightly), with ABCF ethics and compliance a standing item on the meeting agenda.
 - The Ultra business' Commercial Director / Head of Commercial, General Counsel or Compliance Champion must attend the call with the Intermediary on a regular basis (at least once / quarter) to provide ABCF oversight. Where appropriate notes of such a meeting should be added to the Intermediary's RiskRate profile by the Owner.

- Obtaining an updated screening report where there is any change in the intermediary's key personnel (either at a management level or in respect of an individual working on Ultra's behalf).
 - It is the Ultra business' responsibility to raise any ABCF / ethics or compliance suspicions or issues with the Ultra Group Legal team as soon as they arise.
- c) Audit: A Group-led audit process will audit a select number of Intermediaries during their engagement period. Intermediaries will be selected for audit based on CPI and other reasonable risk criteria, as agreed by the Group Chief Compliance Officer. The Ultra business responsible for the Intermediary selected for audit will assist with the audit process, including dealing with any requests and queries from the auditor, and liaising with the Intermediary to obtain requested data and documents.
- d) Enhanced oversight / higher risk jurisdictions: Oversight of Intermediaries operating in higher risk jurisdictions (CPI <30) is required by Group. The business must agree to assist any internal or external ad-hoc audit of any such Intermediaries as requested.
- e) Local / market intel: The Ultra business must maintain contact with reputable, independent, local business and diplomatic contacts, in any country where an Intermediary works on its behalf: e.g. with the in-country DSO (Defence and Security Organisation) within the DIT (Department of International Trade) (or equivalent). This is important to ensure an independent view of the relevant Intermediary and other aspects of local business workings and management of ABCF matters. Any issues raised must be flagged immediately to the Ultra Group Legal Team.

9 Communication with Intermediaries

Detailed, auditable records of due diligence, monitoring activities (including any audits), and all other communications with Intermediaries must be maintained by the Ultra business.

10 Intermediary Renewal and Termination

The renewal process for Intermediaries which the businesses intend to continue working with should commence at least six months before the expiry of the existing agreement to allow adequate time for meaningful Level 1, Level 2 and Level 3 reviews to take place in accordance with this procedure.



Any Intermediary who has not completed the Level 1, Level 2 and Level 3 renewal process at the time their current agreement expires must be formally terminated using the template attached as Appendix 7.

Appendix 1 – Due Diligence flow charts

Appendix 2 – Local Requirements and Restrictions Questionnaire

This questionnaire is designed to help Ultra to assess any local laws either: (a) mandating the use of intermediaries, or (b) restricting the use of intermediaries, in respect of an in-country opportunity. Where an intermediary represents the Ultra business in multiple jurisdictions, separate reports are required for each jurisdiction.

Where you are asked to detail any requirement or restriction, please provide the official law or regulation, the name and citation for the law/regulation, a summary description of the key provisions (prohibitions or requirements) and, where available, include a link to the official law/regulation in the local language. Where possible, be specific in referring to sections and subsections of laws/regulations. Please contact the Ultra legal team for any guidance.

If the country is a federal state with both central government and local (state/province) rules, please provide answers at the central government level, but provide clarification if different or other rules apply at the state/provincial level.

	Question	Answer
1.	Does any local law <u>mandate</u> the use of an intermediary in respect of the opportunity?	
2.	Does any local law <u>restrict</u> or <u>regulate</u> the use of intermediaries in respect of the opportunity?	
3.	Do local laws permit the payment of success or contingency fees to intermediaries?	
4.	Are there any local law restrictions on the payment of success or contingency fees to intermediaries?	
5.	Do local laws prohibit or restrict the hiring of former public officials by intermediaries?	
6.	Are former public officials subject to "cooling off" periods under local laws?	
7.	Are former public officials subject to any procurement restrictions under local laws, e.g. representing other organisations in public procurement activities?	

8.	Are there any restrictions in respect of lobbying of public officials under local laws?	
9.	Do bidders (Ultra or the intermediary) have an obligation to record lobbying activities in a public register under local laws?	
10.	Do local laws require bidders to adhere to a statement or code of ethical conduct? If so, describe the main components of such statement or code.	
11	Are there restrictions around government entities contracting with foreign companies	
12	Do foreign companies require specific qualifications / registrations or a local presence to contract with government entities?	
13	Are there any local laws or conventions that would make it difficult for Ultra to extricate itself from the Agent Agreement once established, and/or when has it expired?	

Appendix 3 – RiskRate Due Diligence and Risk Assessment Guide

1. Profile Risk

RiskRate automatically calculates an intermediary's Profile Risk based on the Transparency International Corruption Perception Index and the Ultra business' response to "Attribute" questions shown below. All 'Attribute' questions must be answered. The N/A option is for suppliers and customers and must not be used for the assessment of Intermediaries.

Additional Information

<p>Approval Status ?</p> <div>New ▼</div> <p>* Customers Government Owned Entities / Agencies? ?</p> <div>N/A ✓ ▼</div> <p>Financial Risk ?</p> <div>▼</div> <p>* Intermediary Payment / Earnings ?</p> <div>N/A ✓ ▼</div> <p>* Representing Ultra in multiple jurisdictions? ?</p> <div>N/A ✓ ▼</div> <p>* Will any intermediary receive payment on sales? ?</p> <div>N/A ✓ ▼</div>	<p>* Category ?</p> <div>Intermediary ✓ ▼</div> <p>* Estimated Contract Value over 3 Years ?</p> <div>N/A ✓ ▼</div> <p>* Intermediary Ownership by a Public Official? ?</p> <div>N/A ✓ ▼</div> <p>* Payments in same jurisdiction in which domiciled? ?</p> <div>N/A ✓ ▼</div> <p>* Typical Contract Value ?</p> <div>N/A ✓ ▼</div>
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2.ABCF Questionnaire:

The 'Ultra Electronics Third Party Questionnaire' ("Questionnaire") is sent to the intermediary via RiskRate.

[Request Screening](#)

Select Screening

Note

Please be prepared to enter all required information when completing and submitting a form. Partially completed forms cannot be saved to complete at a later time.

* What do you want to do?

☐ Request and complete a form.

☒ Send a questionnaire to a Third Party Contact.

* Report

Ultra Electronic's Third Party Questionnaire

Completed questionnaires will appear in the ‘Reports’ tab on RiskRate once they have been completed and uploaded by the intermediary.

Reports 3	Tasks 2	Notes 2	Files 12	Messages 2	Additional Entities 3	History
	316606	Final Report	Green	EDD Only, No Reputation Screening, Organization, Requester Interview, Enhanced Due Diligence - Organization		
	316030	Final Report	NA	Ultra Electronic's Third Party Questionnaire		
	316027	Final Report	Green	Reputation Screening, Organization, Requester Interview		

The Questionnaire also provides links for the intermediary to access and view the RiskRate anti-bribery and corruption training modules.

Video Modules			
Anti-Corruption Basics for Third Parties	Yes		
Anti-Corruption Records and Reporting for Third Parties	Yes		
Gift Giving & Receiving	Yes		

3. Additional Forms:

The “Intermediary Reimbursement Analysis Form” is also populated via RiskRate:

Request Screening

Select Screening

Note

Please be prepared to enter all required information when completing and submitting a form. Partially completed forms cannot be saved to complete at a later time.

*** What do you want to do?**

☒ Request and complete a form. ?

☐ Send a questionnaire to a Third Party Contact.

*** Report** ?

Intermediary Commission/Mark-up Justification Form

Templates for the “Local Requirements and Restrictions Questionnaire” (Appendix 1) and the “Additional Intermediary Information Form” (Appendix 3) are available from the BU Compliance Champion. Fully populated versions of this Questionnaire and Form should be uploaded to the ‘Files’ section of RiskRate.

4. Reputation Screening:

A ‘Reputation Screening’ report must be obtained for all Intermediaries. The screening report identifies whether the intermediary appears on any sanctions lists / watch lists or is in any way politically exposed or closely politically connected, directly or indirectly, with any Governmental bodies:

Request Screening

Select Screening

Note

Please be prepared to enter all required information when completing and submitting a form. Partially completed forms cannot be saved to complete at a later time.

*** What do you want to do?**

☒ Request and complete a form. ?

☐ Send a questionnaire to a Third Party Contact.

*** Report** ?

Reputation Screening

*** Please select any PSA Analyst Activity you may want to include as part of this request:**

None

5. Enhanced Due Diligence

The profile risk is shown on the dashboard for each intermediary:



Where an intermediary is assessed as having a 'Red' Profile Risk, an "Enhanced Due Diligence" report must be obtained via RiskRate as well as the Reputation Screening Report.

Request Screening

* What do you want to do?

☒ Request and complete a form. ⓘ

☐ Send a questionnaire to a Third Party Contact.

* Report ⓘ

PSA Analyst Activity - Organization

* Select one of the following:

Enhanced Due Diligence

* One or more of the following options can be added to this Enhanced Due Diligence report at an additional cost. Please select the option(s) you would like to include:

☐ None

☐ Natural Owner ⓘ

☐ Site Visit ⓘ

☐ Source Commentary ⓘ

Where an intermediary is assessed as having an 'Amber' Profile Risk, an "Open Source Intelligence" report must be obtained via RiskRate as well as the Reputation Screening Report.

Request Screening

* What do you want to do?

☒ Request and complete a form. ⓘ

☐ Send a questionnaire to a Third Party Contact.

* Report ⓘ

PSA Analyst Activity - Organization

* Select one of the following:

Open Source Intelligence Due Diligence

Separate due diligence reports are not required for Intermediaries with a 'Green' Profile Risk, unless:

- i. the Reputation Screening identifies specific compliance risks that require further investigation, or
- ii. a higher level of due diligence is requested during Level 1, Level 2 or Level 3 reviews.

6. Risk Remediation Form:

Occasionally, if inaccurate or incomplete source data is used, “false positive” matches may be returned by the screening report. If, following investigation, the Intermediary Owner determines that the screening report has identified a false positive, a Risk Remediation Form, approved as set out in Section 8 of this procedure, should be uploaded to RiskRate in the format detailed in Appendix 6 before any change to the R/A/G status of the Current Report Score is made.

The screenshot displays the 'Upload Report' dialog box in the ULTRA interface. The dialog is divided into two main sections: 'Upload Report Info' and 'Upload Report File'.

Upload Report Info:

- Report Date:** 11-12-2020
- Report Type:** Risk Remediation Report
- Risk Rating:** Green

Buttons: Continue, Cancel

Upload Report File:

- Select Report File to Upload:** Includes a 'Browse' button and a 'Drop file here' area.
- Allowed File Types:** DOC, DOCX, XLS, XLSX, PDF.
- Max File Size:** 20 MB
- File name should not contain # % + characters**

Buttons: Cancel

Appendix 4 - Additional Intermediary Information

1. Basis for Intermediary Selection:		
Qualifications and Associations:		
Business Rationale:		
Industry Risk and Mitigations:		
Compliance with Anti-bribery and Corruption Legislation and other relevant laws and regulations		
ITAR Part 129 (if applicable)	[Y/N (if 'No' provide details)]	
Trade Ministry / Trade Attaché reference (or equivalent)?	[Y/N (if 'No' provide details)]	
Will any other intermediary represent Ultra in pursuit of an opportunity?	[Y/N (if 'No' provide details)]	
Will any other intermediary receive payment from Ultra or Ultra's Intermediary in respect of an opportunity?	[Y/N (if 'No' provide details)]	
2. Sales		
List the opportunities that are being pursued with expected award dates and anticipated values:	Opportunity / Value	Award Date
What is the anticipated duration of the Project(s)?	Delivery:	Support:
Ultra system / product to be supplied?		

3. Existing or New Intermediary:	
Is the intermediary new to Ultra?	
If an existing intermediary, how many years have they been under a commercial agreement with Ultra?	
Have you ever had any cause for concern with respect to the intermediary's behaviour?	
If 'Yes', please explain:	
4. Control and Mitigation Measures	
Who is the nominated intermediary risk owner?	
Date of next risk assessment	
What measures and controls will be implemented to mitigate the overall intermediary risk?	
5. Intermediary Agreement:	
Do the terms of the agreement comply with Ultra's latest Intermediary Agreement?	
If No , please provide details of deviations (by paragraph):	
Has the Anti-Corruption and Bribery / Anti Money Laundering Clause been modified in any way?	
6. Local Requirements and Restrictions	
Is the Ultra business requesting Intermediary approval satisfied that there are no responses in the completed Local Requirements and Restrictions Questionnaire (Appendix 2) which raise concerns with respect to the intermediary or which require further review?	[Y/N (if 'No' provide details)]
Does the intermediary employ or engage any current or ex public officials? If yes, do they comply with any	

local “cooling off” periods for public officials as noted in the Local Requirements and Restrictions Questionnaire?

Note: intermediary approval will be conditional on businesses periodically checking the engagement status of public officials with intermediary and notifying Level 2 / Level 3 approvers of any changes.

Appendix 5 – Intermediary Reimbursement Analysis Form

Name of Intermediary: _____ Opportunity Name: _____

Opportunity Value: [Currency] _____ Commission/ Mark-up: _____ % Value

of individuals supporting Ultra (denote whether full or part time): _____

Activity (provide specific details in separate table below) <i>[Amend the activities to reflect the actual tasks being performed by the Intermediary]</i>	Duration (if applicable)	Associated Fair Market Value Cost In the Territory [Currency]?
Time spent pursuing opportunity:		
Marketing / Business Development		
Trade Shows / Demonstrations		
Event sponsorship costs		
Meetings with Ultra		
Marketing reports (e.g. quarterly reports, annual projections, and other ad hoc		
Travel time /		
Other [please]		
Effort expended tendering for the opportunity:		
Translation of UEFT tender and / or proposal		
Formulating Customer proposal		
Time drafting tender response		
Post tender qualifications		
Customer meetings		
Meetings with Ultra		
Other [please]		
Effort expended concluding the opportunity:		
Negotiations with Customer		
Interfacing with Ultra		
Financial guarantees		
Other [please]		
Services provided (exclude if charged		
Customs clearance		
Project documentation		
Translation of UEFT contract deliverables (design docs,		
Site inductions / Health and Safety briefings etc.		
Customer meetings		
Meetings with Ultra		
Project Management		
Project Engineering		
Project installation and acceptance testing		

Equipment / packaging disposal		
Training		
Warranty services		
Help desk		
Support services		

Other [please]		
Risk and Expenses:			
Expenses			
Contract risk			
Currency risk			
Customs clearance			
Equipment storage			
Transportation costs			
Others [Please]		
Subtotal [Currency]:			
Intermediary Overheads [Currency]:			
Intermediary Operating Margin [Currency]:			
Total:			

Activity	Specific details
Time spent pursuing opportunity	
Effort expended tendering for the opportunity:	
Effort expended concluding the opportunity:	
Services Provided:	
Risk and Expenses:	



Attestations:

I, [insert name of sales director responsible for providing the data above], having made all reasonable enquiries and verified all source data, attest to the relevance, accuracy and completeness of the data provided in this Intermediary Reimbursement Analysis Form.

[NAME, POSITION]

I, [insert name of President/MD OR Finance Director], having carefully reviewed the data provided in this Intermediary Reimbursement Analysis Form, attest that in my best judgement as Business Lead, it is relevant, accurate and complete.

[NAME, POSITION]

Appendix 6 – Risk Remediation Form

This form should be used to justify an amendment to the R/A/G risk status of an intermediary following initial Reputation Screening (or ongoing monitoring) where alerts deemed as false positives are found within the Screening report.

Basis for Risk Remediation:	
Original Risk Assessment Status (R/A/G):	
Risk Remediation Rationale:	
Revised Risk Profile Position:	
Where were positive risk alerts first identified:	
How were the risk alerts deemed as false positives:	
Supporting Evidence for Risk Remediation:	
Has supplementary documentation been uploaded to the Third Party Profile in support of Risk Remediation?	
If 'No', please explain:	
Confirmation of change to Risk Report	
Confirm change to Current Report Score (Risk Rating):	

I, [insert name of BU President], confirm that I have reviewed the information provided in this Risk Remediation Form and am satisfied that the reputation screening alert for [insert name of intermediary] is a false positive.

[NAME, POSITION]



Appendix 7 – Template Intermediary Termination Letter

Dear [.]

Pursuant to Clause [.] of our [.] Agreement, reference [.] dated [.] (the “Agreement”), we are writing to confirm that your relationship with Ultra [will expire] [has expired] on [.]

[Ultra will not be renewing the Agreement and the rights and obligations of the parties [will cease][/ have ceased] on the expiry date noted above, in accordance with the terms of the Agreement].

OR

[We will contact you in due course if we determine there is a valid business need to renew our relationship, however, for the avoidance of doubt, the rights and obligations of the parties under the Agreement will cease on the expiry date noted above, in accordance with the terms of the Agreement].

Thank you for the support you have provided to Ultra during the term of the Agreement. Yours etc.

[Name and Title]

[On behalf of Ultra Business Unit]



Appendix 8 – Template Intermediary Agreement