

ATTACHMENT A

2 July 2019

Lisa Osofsky
Director of the Serious Fraud Office
2-4 Cockspur Street
London
SW1Y 5BS

Dear Ms Osofsky

Deferred Prosecution Agreement between Serco Geografix Limited ("SGL") and the Director of the Serious Fraud Office (the "SFO") on 4 July 2019 (the "Agreement")

We refer to the Agreement. Terms defined in the Agreement have the same meaning in this letter.

Serco Group plc ("**Serco Group**"), by its undersigned representatives and pursuant to authority granted by Serco Group's Board of Directors, hereby undertakes:

1. to ensure the performance by SGL of its obligations under the Agreement including, should SGL fail or be unable to do so, to assume responsibility for SGL's payment of:
 - a. a financial penalty in the amount of £19.2 million, pursuant to Section D of the Agreement; and
 - b. the reasonable costs of the SFO's investigation, pursuant to Section E of the Agreement;
2. where necessary and appropriate, to modify its compliance programme, 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 programme that incorporates policies and procedures designed to effectively prevent and detect violations of the Fraud Act 2006, the Theft Act 1968, the Bribery Act 2010, and other applicable fraud and anti-corruption laws throughout its operations, including those of SGL and its other subsidiaries;
3. to report annually to the SFO during the Term of the Agreement—in 12 month increments beginning 12 months from date on which the Court makes a declaration regarding the Agreement under Schedule 17, Sections 8(1) and (3) of the Crime and Courts Act 2013, and with the third and final report to be submitted not fewer than thirty (30) days prior to the expiration of the Agreement—that it has undertaken and continues to undertake remediation and implementation of the compliance measures programme and internal controls, policies, and procedures described in paragraph 2. Such reporting shall take the form of a description of Serco Group's progress in improving its internal controls, policies, and procedures for ensuring compliance with the Fraud Act 2006, the Theft Act 1968, the Bribery Act 2010, and other applicable fraud and anti-corruption laws, and shall be transmitted to Head of Division C, Serious Fraud Office, 2-4 Cockspur Street, London SW1Y 5BS. Serco Group may extend the time period for submission of the report with prior written approval of the SFO. To the extent Serco Group's reporting addresses matters upon which SGL is required to report pursuant to paragraph 32 of the Agreement, Serco Group's reporting shall satisfy SGL's obligations pursuant to paragraph 32 of the Agreement, and SGL shall not be required to submit a separate report;
4. to cooperate fully and honestly with the SFO in any and all SFO pre-investigations, investigations and prosecutions during the Term of this Agreement, subject to applicable law and regulations. Such cooperation shall include, but not be limited to: (1) disclosure to the SFO of all information and material in Serco Group's possession, custody or control which is not protected by a valid claim of legal professional

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privilege or any other applicable legal protection against disclosure, in respect of its activities and those of its present and former directors, employees, agents, consultants, contractors and sub-contractors, and any other third parties, and (2) use of its best efforts to make available for interview present or former officers, directors, employees, agents, and consultants of Serco Group;

5. at the request of the SFO, to cooperate fully and honestly during the Term of the Agreement with any other domestic or foreign law enforcement and regulatory authorities and agencies in any investigation or prosecution of any of its present or former officers, directors, employees, agents, and consultants, or any third party, in any and all matters relating to the conduct which is the subject of the Indictment and described in the Statement of Facts. Such cooperation shall include, but not be limited to: (1) disclosure to such authorities and agencies of all information and material in Serco Group'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 its present and former directors, employees, agents, consultants, contractors and sub-contractors, and any other third parties, and (2) use of its best efforts to make available for interview present or former officers, directors, employees, agents, and consultants of Serco Group;
6. should Serco Group's CEO, Group General Counsel, or Board of Directors learn of any evidence or allegation of conduct by Serco Group, its affiliates, or its past, present, or future officers, directors, employees, or agents which (1) Serco Group's CEO, Group General Counsel, or Board of Directors reasonably believes constitutes serious or complex fraud, as that term is used in the SFO's Statement of Principle, and (2) Serco Group's CEO, Group General Counsel, or Board of Directors reasonably believes would satisfy the SFO's criteria for case acceptance set forth therein, to promptly report such evidence or allegation to the SFO;
7. for the Term of the Agreement, not to sell, merge, or transfer all or substantially all of SGL's business operations as they exist at the date of the Agreement without the written consent of the SFO;
8. to not make, and not authorise its present or future lawyers, officers, directors, employees, agents, its subsidiaries 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. The decision whether any public statement by any such person contradicting a matter described in the Statement of Facts will be imputed to Serco Group lies within the sole discretion of the SFO. If the SFO determines that a public statement by any such person contradicts in whole or in part a matter described in the Statement of Facts, the SFO shall so notify Serco Group, and Serco Group may, by publicly repudiating such statement(s) within five business days after notification, avoid the SFO applying to the court for a finding that SGL has breached the Agreement. This paragraph does not apply to any statement made by any present or former director, officer, employee or agent of Serco Group in the course of any criminal, civil, or regulatory proceedings instituted against or by the said individual, unless such individual is speaking on behalf of Serco Group; and
9. if it or its subsidiaries issues a press release or issues any other public statement in connection with this Agreement, to first consult with the SFO to determine (a) whether the text of the press release or other proposed public statement are true and accurate with respect to matters between the SFO, Serco Group, and SGL, and (b) whether the SFO has any objection to the release. This paragraph does not apply to any non-public disclosure to any supervisory, regulatory, or judicial body or self-regulatory organisation, however any such disclosure shall remain subject to the terms of paragraph 8. If Serco Group believes it is required by law or regulation to issue a press release or otherwise make a public statement in connection with this 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

Nothing in paragraphs 4 and 5 is intended to derogate from Serco Group's rights to raise any defences or assert affirmative claims in any civil, regulatory or criminal proceedings in other fora or jurisdictions relating to the matters set out in the Statement of Facts, provided such defences and claims do not contradict, in whole or in part, a statement contained in the Statement of Facts or otherwise violate paragraph 8 above. Moreover, nothing in this Agreement is intended to require Serco Group to produce documents or information protected by a valid claim of legal professional privilege or any other applicable legal protection against disclosure, or to require Serco Group to procure SGL to do so.

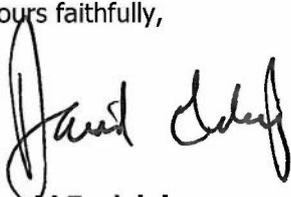
Serco Group further acknowledges that its undertakings set forth above do not absolve SGL of any of SGL's obligations under the Agreement, and that if, during the Term of the Agreement, the SFO believes that SGL has failed to comply with any of those obligations, whether because of a failure of Serco Group to comply with the undertakings above or otherwise, the SFO may proceed as described in paragraph 34 and 35 of the Agreement.

This undertaking sets forth all the terms of the agreement between Serco Group 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 Serco Group.

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).

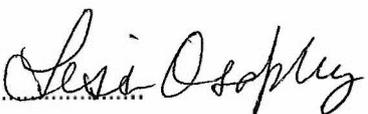
Please acknowledge receipt and acceptance of this letter by signing, dating and returning the enclosed copy.

Yours faithfully,



David Eveleigh
Group General Counsel and Company Secretary
Serco Group plc

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

Signed 

Date 