

Key Controls Matrix & Delegation of Authorities

USWS III Holdings, LLC and affiliated

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Tower	#	Control requirement	Frequency	Control Objective/Risk
OTC	1.1	Customer files and other standing data are authorised and validated prior to entry, and that data is entered accurately. All changes should be reviewed and authorised by someone who was not involved in processing or preparing the change(s).	As required	Correctness of customer and other standing data.
OTC	1.2	Changes to price master data are authorised and validated prior to entry, and that data is entered accurately. Prices maintained outside of a price master data structure are supported by agreements and approvals in line with the Delegation of Authority.	As required	Correctness of pricing master data.
OTC	1.3	Terms of Trade are authorized in line with the Delegation of Authority prior to work being committed from both costumers and vendors Finance approval is obtained where payment terms, pricing, rebates or credit limits are non-standard. Operations approval for non-standard terms should be obtained prior to seeking Finance approval.	As required	Deviations from The Group standard terms of trade are approved.
OTC	1.4	Invoices are produced on a timely basis for all completed work, and that they accurately reflect the details of work completed and the Terms of Trade as reflected in the system or base documentation. Invoices are approved by the RVP prior to being released to the customer. The approver is responsible for checking that the details of the invoice are correct. Where invoicing differs from the customer PO an order amendment is raised, and approval sought as necessary. Analysis should be prepared monthly setting out the reasons for invoicing delays and and action plan should be created to resolve. The Group Standard Terms and Conditions are referenced unless overridden by the contract, in which case the latest agreed version of the contract is referenced.	As required	Timely and accurately invoices are issued to customers.
OTC	1.5	Revenue is recognised in the right period, and to ensure all completed jobs for the month have been invoiced (external and intercompany) or income is accrued (external). The Group accrued income method is: a)POC (Percentage of Completion), which compares the costs incurred so far compared to the project budget and recognizes the revenue accordingly. b)Cost of Production, which includes all the costs incurred to acquire or produce raw materials, direct labor costs, and any other costs directly related to the production process, such shipping costs. The total accrued income booked in the finance system is defined as: a) made up of individual completed jobs (or contract stages which have been agreed with the client); b) representative of any volume discounts and/or rebates agreed with the customer and included in the contract. c) not already invoiced; and d) recoverable.	Monthly	Revenue is appropriately recognised in a given period, based on work performed and according to Group Accounting Policies and Procedures.
OTC	1.6	Cash collected is allocated correctly at customer and invoice level, and differences are followed up within 30 days or as defined in the local procedures. An aged debt report is produced regularly, and reviewed by the Country Finance Manager. High risk accounts are communicated to operations management to take further action.	As required	Receivable balances are identified accurately and collected in a timely manner
OTC	1.7	Doubtful debt provision is calculated and approved on a monthly basis according to The Group Accounting Policies. Before bad debts are written off, a Bad Debt Write Off Approval Form is completed and approved by Finance and Operations in line with the Group Delegation of Authority. Any negotiation relating to settlement of less than 100% of the gross receivable value of a bad debt in excess of \$25,000 is agreed by the CEO/CFO prior to any discussions with the client.	As required	Bad debt provision is calculated as per Group policy and the appropriate approvals are obtained before bad debts are written off.

Tower	#	Control requirement	Frequency	Control Objective/Risk
OTC	1.8	<p>All customers have a credit limit, defined for the specific client entity with whom The Group contracts. The limit is either zero (i.e. pre-paid) or a value determined by third party checks and / or based on history or credit risk information</p> <p>The credit limits for existing customers are reviewed twice a year for suitability. Requests for extensions and any existing extensions are reviewed monthly.</p> <p>The limits are monitored every month against actual debt outstanding.</p> <p>Any clients over-trading are flagged to the CEO and CFO during performance review with a plan agreed to return the client to within their limit within a 3 month period.</p>	Credit limits reviewed twice a year, extensions reviewed monthly.	The Group engages in jobs which could remain unpaid over an extended period.
OTC	1.9	Credit notes must be approved in line with local authority levels. Finance ensures that Operations have correctly completed the credit note request in each case.	As required	All credit notes are authorised
OTC	1.10	Credit note analysis is produced quarterly and reviewed by the Accounting Manager. The analysis must contain detailed action plans and be monitored for progress against agreed actions on a monthly basis. This requires input from Operations.	Quarterly	<p>We fail to identify and learn from the errors in invoicing and/or customer service.</p> <p>Fraudulent or erroneous credit given may not be identified.</p>
PTP	1.11	All master data changes to vendor records in finance systems are reviewed and authorised by the Accounting Manager, or an approved delegate who is not involved in proposing or preparing the changes.	As required	Correctness of vendor and pricing master data.
PTP	1.12	<p>For vendor (including subcontractors) assessment and selection, 3 quotes/proposals are required for expenditure above \$10k.</p> <p>The vendor proposal and vendor approval are completed by two separate individuals; documentation of the 3 quotes should be retained. The estimation team is a key element of this process, and they should be involved in the analysis of RFPs and vendor qualification.</p> <p>Preferred vendors (including subcontractors) are exempt from the quotation process. Selection of preferred vendors (including subcontractors) is determined based on price and quality. Preferred vendors (including subcontractors) are reassessed and put out to competitive tender on a yearly basis or a maximum of 3 years.</p>	As required	We fail to optimise the savings from competitive bids, resulting in higher price or lower quality procurement.
PTP	1.13	<p>No work is committed to a vendor before a purchase order has been raised and approved in line with the Group Delegation of Authority.</p> <p>A documented list of non-PO items will also be predefined (e.g. leasehold costs). Invoices for non-PO items will be approved in line with the Group Delegation of Authority. This excludes individual sub-contractors who will be controlled separately.</p> <p>Details of the PO are entered into the finance system (if physical POs, they must be sequentially numbered and copies must be sent to the Finance team).</p> <p>Invoices are matched to the PO and confirmation of goods / service delivery (Delivery Note or confirmation by cost centre owner) prior to being approved for payment (3 way match).</p>	As required	<p>Commitments to third parties are approved before being placed.</p> <p>Payments are only made for goods or services received, and only if those goods and services were ordered.</p>
PTP	1.14	Payment terms are in place for all suppliers. New vendor payment terms are defined at 60 days or above unless prior approval has been given in writing in accordance with the Group Delegation of Authority, with the exception of subcontractors who are individuals who should be paid consistent with the terms agreed.	In place	We fail to manage working capital through efficient vendor payment terms.

Tower	#	Control requirement	Frequency	Control Objective/Risk
PTP	1.15	Payment run is reviewed and approved by an independent person for each payment run. Payment run approvers must check that all invoices included in the run are due for payment and have been approved by the appropriate Business Line / Support Function Manager according to the Group Delegation of Authority. Urgent payment will be authorised by the VP of Finance and Accounting	In place	No unauthorised payments are made.
PTP	1.16	Where supplier bank details have changed, unless via a signed contract renewal from both parties, AP will call back to the supplier to validate the bank changes using verified contact details in our local system: - Evidence of the independent verification, such as an independent email originating from contact who we have called to verify the change after that call back, must be retained confirming: a) the change, b) who verification was obtained from; and c) the date of contact. - Bank details must not be changed in the finance system until independent verification is obtained.	As required	Payments are made to the correct supplier account and payments are not made to fraudulent bank accounts.
PTP	1.17	Subcontractors will only be paid according to the services/materials delivered. Any of the companies Group should be in a position in which a subcontractors has been paid in advance.	As required	We do not manage our working capital properly and we are left without recourse in case of quality issues.
PTP	1.18	Procurement cards (or P-cards) are only issued once appropriate approval has been secured as outlined in Group Delegation of Authority	As required	Company funds used inappropriately cannot be recovered
PTP	1.19	A T&E policy is in place, which has been approved by the CFO and has been cascaded to the organisation. The T&E will require all expense claims buy the employer's line manager or above and back office review. All T&E claims are claimed and approved in compliance with the T&E policy. Documentation is in place for each claim to evidence the line items	In place	T&E expenditure is controlled in line with Group standards, with adequate line management oversight.
PTP	1.20	Payroll payment is signed off by two independent persons who were not involved in its preparation to ensure that the journals are accurate and have appropriate back up before the payroll payment is released. Payroll payment timelines should be defined in the local HR policy and complied with.	Each payroll run	The payroll payment run is correct with no errors or incorrect entries, risk of fraudulent entries is removed. Corrections to payroll in subsequent periods is not required.
RTR	1.21	All changes to chart of accounts records in finance systems are reviewed and authorised by the VP Finance, or an approved delegate who is not involved in proposing or preparing the changes.	As required	Correctness of chart of accounts records.
RTR	1.22	Management maintains documentation of, and implements procedures in relation to, a monthly closing timetable. This includes defined milestones, responsible personnel and deadlines for the completion of all closing activities from final accounting through to consolidated reporting. The Accounting Manager signs off at each monthly closing that all individual activities are completed.	Monthly	The process for closing the financial books at period end is not defined, leading to incorrect financial reporting.
RTR	1.23	Inventory will be valued according to valid and generally accepted accounting principles. The Group inventory will be held in secure locations and will be accounted for once a year	As required	Correct inventory valuation
RTR	1.24	All costs should be recognised in the P&L in the appropriate month of spend in line with the prevailing accounting policies and US GAAP. No costs should be deferred on the balance sheet (unless in-line with group accounting policies / IFRS) without approval of the VP of Finance and Accounting.	As required	All
RTR	1.25	Appropriate accruals are made for any significant liabilities at month end, including for goods / services received without an invoice at month end ('GRNI accrual'), for all expenses above \$2.5k	Monthly	We fail to recognise and report known liabilities in our period end results.
RTR	1.26	Appropriate provisions are made for any significant liabilities at month end where the US GAAP criteria for provision recognition are met.	Monthly	We fail to recognise and report known liabilities in our period end results.
RTR	1.27	Rules, which are in line with Group Accounting Policies, are documented to ensure rigour over the opening and closing of current and prior periods. The VP Accounting approves any journal entry for former periods and CFO is informed	In place	A lack of rigour over period end close leads to erroneous transactions.

Tower	#	Control requirement	Frequency	Control Objective/Risk
RTR	1.28	Fixed assets are capitalised in line with the The Group Accounting Policies and approved in line with the Delegation of Authority. The asset life is set in line with The Group guidelines for that class of asset, and depreciation starts in the month of capitalisation. Assets are recorded taking into account full costs related to bringing the asset into use.	As required	Inaccurate asset values are recorded in financial statements.
RTR	1.29	The fixed asset register is reviewed for disposals and impairments which are required, to reflect the underlying business reality. This is agreed to records of a physical asset count carried out either annually (100% count) or on a three year rolling basis (i.e. at least 1/3 of the fixed asset register should be counted each year). After counting the following updates should be made with subsequent corrections made in the cost and accumulated depreciation accounts: a) Disposal of any assets no longer In use or physically held; b) Impairment of assets which require adjustments of useful life or NBV; and c) Any asset write offs will be approved in line with the The Group Delegation of Authority	Annually	Inaccurate asset values are recorded in our financial statements.
RTR	1.30	Fixed Asset disposals require approval in line with the The Group Delegation of Authority. The basis of value requiring approval is the higher of net book value or realisable value of the equipment or asset being disposed.	As required	Appropriate approvals are obtained before assets are disposed.
RTR	1.31	Asset write-offs are made in line with the The Group Delegation of Authority. Any asset impairment is reviewed by Finance and approved by the CFO.	As required	Appropriate approvals are obtained before assets are written off.
RTR	1.32	Intercompany accounts, both trading and loans, will be reconciled on a monthly basis. In case of dispute, both parties will recognize the revenue/cost receivable/payable until the dispute is resolved	Monthly	Intercompany balances are recognized by both parties, individual entities profit & loss is reflective of the actual transactions and the consolidation process can be performed with no differences
RTR	1.33	All manual and non-recurring journals are reviewed within 2 weeks of the month-end close by an independent person who was not the preparer to ensure that the journals are accurate, have appropriate back-up and have been posted in a timely manner.	Monthly	Inaccurate financial statements are produced.
RTR	1.34	For every bank account: a) the bank reconciliation is appropriately prepared, reviewed and approved monthly; b) any aged reconciling items are followed up and cleared within 90 days, or actions noted at a line item level.	Monthly	Movements in and out of cash accounts are inadequately monitored.
RTR	1.35	Two up to date signatories are in place to release funds from all bank accounts either on paper or electronically (one signatory to "input" and one to "approve"). Finance will keep an up to date list of bank signatories, a refreshed version should be provided again whenever a signatory change occurs and in any event the list should be revalidated every 6 months.	In place	Movements in and out of our bank accounts are inadequately monitored.
RTR	1.36	A balance sheet reconciliation schedule is agreed for each entity, setting out the frequency of reconciliations. Reconciliations are completed within the month following month end. All differences are analysed and actions noted on the reconciliation. All unreconciled differences are required to be reported on the BS tracker. CFO approval is required for any thresholds introduced such as aged differences, value of differences. Without such documentation, all account balances will be assumed to be fully dealt with and differences of any size require investigation.	Monthly & twice per year	We fail to monitor and review the position of balance sheet accounts at period ends, leading to incorrect financial reporting.
RTR	1.37	Balance sheet reviews to be performed within region for all entities on a quarterly basis	Every quarter	We fail to monitor and review the position of balance sheet accounts at period ends, leading to incorrect financial reporting.

#	Control requirement	Frequency	Control Objective/Risk
2.1	All employees (including new joiners) have undertaken training on the Group Code of Conduct	Annual	All employees conduct themselves in a manner which minimises risks to the Group resulting from unethical behaviours.
2.2	Any issue of actual, potential or suspected fraud or other financial impropriety is reported immediately through the Finance function to the Group CFO	As required	Potential instances of fraud and financial wrongdoing are identified, investigated and managed to mitigate any impact.
2.3	A procedure is in place for managing any complaints received from a customer.	As required	Potential or actual complaints are notified in a timely and appropriate manner, to the appropriate level, and managed to minimise impacts to the business.
2.4	Any potential or actual customer and / or third party legal claim is notified to the SVP Field Operations and the CFO	As required	Customer complaints are managed appropriately to minimise the risk to customer relationships.
2.5	Charitable donations, which may include sponsorships, are never used as an indirect means of paying a third party money in exchange for commercial advantage. Political donations are prohibited.	As required	The Group is not viewed to have exerted undue influence in its business dealings, or to have supported a political stance or religious organisation.
2.6	Entertainment or hospitality provided for third parties follows the guidance contained in the The Group Code of Conduct, and comply with any local or business line rules as well as any local or international laws. Recipients are not left feeling under any obligation to the business.	As required	The Group is not viewed to have exerted undue influence in its business dealings.
2.7	Any litigation matter should be communicated to the CFO and SVP Operations. A monthly update on any such litigation matter and the related fees position should be provided to the Exec Leadership Team	As required	Material expenditure on legal advice, as well as litigation risk, is controlled and overseen by senior leadership.

#	Control requirement	Frequency	Control Objective/Risk
3.1	<p>No work is undertaken for customers without having received a formal commitment from the customer. This commitment should normally take the form of a customer PO, or equivalent work instruction or contract.</p> <p>If the instruction was taken verbally a confirmation of the order back to the customer with sales order reference or pro-forma invoice will be acceptable.</p> <p>Note:- where work has been pre-paid, a pro-forma invoice referencing standard terms and conditions is acceptable.</p>	As required	An adequate contractual framework is in place enabling the correct invoicing of payment for work undertaken.
3.2	<p>All contracts / bids / tenders are approved in accordance with the Group Delegation of Authority. The approvals process should be completed for all contracts / bids / tenders as part of the pre-submission bid review ahead of communication to the client.</p> <p>The approval process starts with the project going through the Group Quality Criteria, and then through the Bid Review process, using the Bid Review Template.</p> <p>This control applies to new business as well as renewals.</p>	As required	Contractual commitments receive the appropriate level of scrutiny and approval.
3.3	All Change Orders need to be approved by the ELT, and should be margin accretive compared to the original contract. CO information will be tracked separately to review performance	As required	
3.4	Any loss of a client, contract or tender due to quality issues or a failure in the provision of the agreed services is reported to the CEO within 24 hours of the business becoming aware.	As required	The reasons for the loss of a client, contract or tender are understood and any failings behind the loss are addressed.
3.5	<p>A detailed post-loss review is performed on any bid / tender which has been escalated to ELT for approval and where the Group has not won the contract.</p> <p>The detailed review should include:</p> <ol style="list-style-type: none"> 1) Feedback from the customer on why The Group did not win the bid / tender; 2) An evaluation of the process(es) followed in responding to the bid / tender; 3) An assessment of what went well and which areas could have been improved; 4) Learnings from the process which should be used in future customer bids / tenders including a forward looking appraisal of upcoming bids / tenders for the same customer or for a similar service offering to assess how the learnings may be integrated. 	As required	There is an ongoing process of review and enhancement in the management of bids/tenders to support improved processes and increase conversion.
3.6	Where the Group is agreeing a contract with uncapped liabilities, mitigations proposed during the contract review process are implemented, monitored and maintained.	As required	Mitigations have been implemented and are maintained.
3.7	Where work is undertaken for a customer subject to a purchase or work order or quotation, the purchase or work order or quotation is subject to the Group Standard Terms and Conditions. If any non-standard terms and conditions are proposed by the customer, then these must be signed off by ELT.	As required	An adequate contractual framework is in place enabling the correct invoicing of payment for work undertaken.
3.8	Appropriate segregation of duties is applied to the selection and approval of all subcontractors. Subcontractors are qualified according to the business requirements and / or scope of services provided.	As required	Any work carried out by subcontractors has been signed off in line with the Group Delegation of Authority
3.9	There is a process in place to ensure all liens are mapped and lien waivers are released when payment to vendors have been made	As required	Ensure all the liens are released upon payment to our vendors

#	Control requirement	Frequency	Control Objective/Risk
3.10	Timesheets will be submitted on a timely basis, and will always be approved by the Superintendent and above. Approval of a timesheets means that the approver is in agreement with the hours submitted and that all the hours have been incurred on business purposes	As required	All timesheets are submitted timely and the hours reported are business related
3.11	Contingencies for every project will be calculated on the budgeting phase, and will be aligned with the risk associated with the project. All contingencies releases will be approved by the ELT	As required	Ensure projects risks are covered up to a reasonable level
3.12	EAC is defined following the PEM methodology and approved at the tender approval process. Any changes to the EAC will be approved by the ELT and well before in advance to any cost overruns	As required	EAC has significant revenue and profit implications and any changes need to receive the appropriate level of scrutiny and approval
3.13	Once a project reaches 97% of completion, any new cost beyond that should require approval by the CFO/EVP Finance.	As required	Cost overruns erode the expected project margin and normally signals other issues in the management of the project
3.14	A Business Continuity Plan (BCP) is in place for all locations including local crisis management and disaster recovery procedures. The Business Continuity Plan covers all operational processes and IT systems utilised at that location. All content relating to IT systems has been approved by the Regional IT Director.	In place	Locations, operations, processes and IT systems affected by catastrophic events are able to recover quickly and business activities are able to continue.
3.15	All warranty works are approved by the SVP Field Operations and CFO/EVP Finance before they are accepted	As required	Cost overruns erode the expected project margin and normally signals other issues in the management of the project

#	Control requirement	Frequency	Control Objective/Risk
4.1	Overhead positions are always approved by the CEO and the CFO. Direct/operational positions above positions included in the approved plan are approved by CFO or EVP Finance Any other change of employment are approved by N+2 and CFO/EVP Finance. This includes hourly rates, housing allowance, car allowance, relocation packages.	As required	All new positions are approved at the appropriate level.
4.2	Off-cycle salary increases are approved by HR, CEO and CFO, and the decision is supported by an updated salary benchmark for the position and the location	As required	Salary increases are approved at the appropriate level
4.3	All redundancies and severance costs are approved by CEO/CFO, HR, N+2, and are in line with local legislation or employment law.	As required	All redundancies are handled in an appropriate and compliant manner.
4.4	HR written confirmation and approval are required before formalizing any of the elements covered in 4.1 to 4.3 above	As required	All the material employment changes are reviewed and approved by HR
4.5	There is a report and approval process in place by which the RVPs approve all the OT (normal or travel), Travel Time, and Per Diems	As required	Special Pay is subject to the adequate level of scrutiny and approved at the appropriate level
4.6	For hourly employees, any exception to the standard approved timesheet process (geofencing, clock in and out), should be escalated for approval by the CFO/EVP Finance	As required	Any exceptions to the standard process are approved at the appropriate level
4.7	All master data changes to payroll are reviewed and authorised by an individual who has not been involved in proposing or preparing the changes.	As required	Payroll master data is accurate with any changes approved by a separate, authorised individual.
4.8	Other than where required by local law/regulations, all payments made to subcontractors are made via Accounts Payable and not Payroll.	As required	All subcontractor payments are accounted for correctly.
4.9	The necessary checks are performed on new joiners, including but not limited to proof of identity, residency status and work permits, validation of career history and qualifications, and where appropriate criminal record.	As required	The identity, qualifications, experience and right to work of potential new hires is validated.
4.10	Employment of a family member as FTE is approved by the next two tiers of management above the employee. These tiers are referred to as N+1 and N+2 approval (where N is the employee employing the family member). Employment of a family member within the same business line and/or function is approved by the CEO	As required	Family members of employees are employed only following an adequate review and approval process.
4.11	A leaver's process should be in place covering the actions required by HR, line manager and leaver while working the agreed notice period. Such policy should cover at a minimum exit interviews, agreement of final salary payment, remaining holiday entitlements, security passes and systems access. HR should inform IT within 5 working days of the end of the leavers' notice period to ensure IT can proceed with the timely deactivation of the terminated employee accounts. For any leaver whose employment is terminated and who is required to leave The Group immediately, HR should inform IT within 5 working days of the termination in order that IT can proceed with the timely deactivation of the terminated employee accounts.	As required	All leavers permissions and access are removed upon an employee's termination
4.12	No employee may be approached or spoken to about a new role without prior written approval of both line manager and HR	As required	All management is aligned when it comes to employee changes
4.13	Employee relocations within the region will be approved by the RVP. Employee relocations to a different region will be approved by the CEO	As required	Relocation are signed off at an appropriate level.

#	Control requirement	Frequency	Control Objective/Risk
4.14	All employees will be added to The Group HR System, and all the documentation related to employment, salary, and benefits, will be made available electronically in the system	As required	All approved headcount and employees are traceable and trackable to prevent any fraudulent employee(s) payments as well as ensure all the documentation is available

#	Control requirement	Frequency	Control Objective / Risk
5.1	All Hardware, Software (including SaaS, PaaS, etc.), Websites and IT Services must be recorded in a register or inventory which is kept up to date for additions and disposals in a timely manner and are approved. Locations without access to secure data disposal services should contact the Group IT Vendor Relations Manager.	Ongoing	All hardware, software and services are accounted for and managed.
5.2	All software must have licensing and technical support contracts in place for the duration of their lifespan.	In place	Software licenses are in place and utilised in line with terms of agreement, and software remains up to date.
5.3	Contracts and agreements with vendors and third-parties must be approved in line with the Group Delegation of Authority.	In place	The Group only uses approved and legally obtained hardware, software and services.
5.4	Software or hardware no longer supported by the manufacturer, or where the manufacturer no longer exists, should be reported to the VP Finance or SVP Field Services	In place	Unsupported hardware and software are identified, communicated and appropriately managed.
5.5	Software license usage must be monitored to ensure software is being used in line with licensing agreements.	In place	Licensing terms and conditions are adhered to at all times.
5.6	All software and hardware patching must be completed on a regular basis.	Ongoing	Software and hardware vulnerability management is being completed on a timely basis.
5.7	Service Level Agreements must be in place with external service providers.	In place	Service level agreements align with business expectations and is managed.
5.8	The performance of critical external service providers must be regularly reviewed.	In place	Performance levels of service providers are measured to ensure they meet required standard.
5.9	Up to date disaster recovery plans must be in place for every significant location and reviewed / tested	In place	In the event of an interruption to service it can be restored in line with expectations, all key stakeholders are aware of their responsibilities and internal client expectations for service.
5.10	Backup procedures should be implemented in line with the documented frequency and standard policies and procedures.	In place	
5.11	Critical, protected or customer mandated information which is stored on media that is not being processed or communicated should be encrypted. Where this cannot be carried out due to technical constraints, approval will be sought	In place	
5.12	After IT has been informed by HR of a termination, the deactivation of the terminated employee accounts must be timely and should not exceed 5 working days.	In place	Personnel leaving The Group can no longer access The Group systems and data after their employment finishes.
5.13	There must be a formal process for requesting access which includes line manager approval and business system / application owner approval, and approvals must be documented.	In place	Access rights to systems is restricted to those users requiring access and approvals are conducted at the appropriate level.

#	Control requirement	Frequency	Control Objective / Risk
5.14	Robust access controls should be implemented and monitored in accordance with the principles of Role-Based Access, Least Privilege and Need-to-Know to ensure users have access only to what is required to fulfil their day-to-day duties.	In place	Access rights to systems are provided on a least privilege basis.
5.15	At least semi-annually, business system / application owner must review a list of users for each local system and ensure that user access and user roles remain appropriate and up to date (including a review of privileged level access and super-users).	In place	Access rights to systems is restricted to those users requiring access.
5.16	Physical access to critical IT equipment, facilities, data and other important assets must be restricted to authorised individuals and protected against theft, attack, loss, or disruption. NOTE: Applies to both local hosting and outsourced 3rd party sites to the extent that they are hosting The Group data and connected to the network.	In place	Servers and associated IT hardware remain securely and safely stored at all times.
5.17	Individuals must be prevented from directly accessing data or configuration settings from the server room.	In place	Data confidentiality is protected from unauthorised access at all times.
5.18	All server rooms must be locked, and should not be used for alternative purposes which allow access to non-authorised individuals.	In place	Servers and associated IT hardware remain securely and safely stored at all times.
5.19	Conditions in the server room must be controlled to protect equipment against environmental factors (such as fire, flooding, over-heating, etc.).	In place	Servers and associated IT hardware are protected against unwanted environmental factors at all times.
5.20	The Group's approved Anti-virus / Anti-malware and Endpoint Detection and Response (EDR) solutions must be installed on all compatible devices and systems.	In place	Protect assets from malware, viruses and malicious activity.
5.21	Annual assessments should be performed for all systems and applications to determine administrative access that requires restrictions.	Ongoing	Administrative access is appropriately assigned, restricted and reviewed regularly.
5.22	All users with administrative account access must use a separate account for administrative activities. This account must only be used for administrative activities and not internet browsing, email, or similar activities.	Ongoing	
5.23	The use of production data in test environments should be avoided. Approval should be obtained from Cyber Services if it is determined that such use must take place, and data should be sanitized before use.	Ongoing	Data is classified and treated in accordance with its importance.

The Group Delegation of Authority											
		KCM Reference	BoD	CEO	CFO	EVP HR	SVP Field Operations/ Professional Service Head/General Manager/CCO	VP Accounting & Finance	Regional Managers/Business Manager	Project Managers	Notes
Ref	Authority Level		0	1	2	3	3	4	5	6	
Acquisitions, Divestitures, and Alliances											
AG.1	Mergers, acquisitions and related documentation		All								
AG.2	Sale or distribution of all or substantially all of the Company's assets		All								
AG.3	Sale of Company business, product line, or subsidiary		All								
AG.4	Sale of company assets (excluding inventory, intellectual property, and real property)		Above \$100k NBV	Up to \$100k NBV	Up to \$50k NBV						
AG.5	Exiting or entering new business lines		Informed	All							
AG.6	Joint venture or strategic alliance and related documentation		Informed	All							
AG.7	Joint development agreement		Informed	All							
AG.8	Majority investment in other company and related documentation		All								
AG.9	Minority investment in other company and related documentation		All								
Corporate Governance & Structure											
AG.10	Amendment to the Company's organizational documents ((certificate/articles) of incorporation and by-laws)		All								
AG.11	Dissolution or winding up of the Company		All								
AG.12	Formation, maintenance, or dissolution of subsidiaries		All								
AG.13	Qualification of an existing company in a new state or territory							All			
AG.14	Issuance of securities by the Company		All								
AG.15	Equity grants or transfers (whether stock, options, or warrants) by the Company		All								
AG.16	Changes to the Company's capital structure		All								
AG.17	Approval of reports to and filings with government agencies				All						
AG.18	Execution of power of attorney on behalf of the Company				All						
Employment matters											
AG.19	Recruitment of new employees with a compensation package up to \$200k, replacement of employees, change to conditions of employment, terminations.	3.1			N+2 rule and HR as a principle, see approvals required below for specific remuneration packages or reporting lines						Any new hire/replacement or change of employment conditions need to be approved by N+2, and +2 means two levels above. (Manager->Manager->N)
AG.20	Employment offer and agreement (including amendment of terms) not exceeding \$250k/year (total comp package, including potential bonus and incentive plans)			All		All					
AG.21	Employment offer and agreement (including amendment of terms) exceeding \$250k/year (total comp package, including potential bonus and incentive plans)		All			All					
AG.22	Employment offer and agreement (including amendment of terms) for Executive Officers		All			All					
AG.23	Employment offer and agreement for CEO		All			All					
AG.24	Termination of employment of executive officers, including settlement and severance agreements		All			All					
AG.25	Termination of employment of the CEO, including settlement and severance agreements		All			All					
AG.26	Employment-related settlement and severance agreement not exceeding a value of \$50,000		Informed	All		All					
AG.27	Employment-related settlement and severance agreement exceeding a value of \$50,000		All			All					
AG.28	Engagement of independent individual consultant or contract employee in the US for a period of less than six months or up to \$150k			All		All					
AG.29	Engagement of independent individual consultant or contract employee in the US for a period of more than six months within a 12-month period or above \$150k		All			All					
AG.30	Adoption of employee benefit plan (such as 401(k), profit-sharing, and health plans)		All			All					
AG.31	Changes, payments, and other actions related to employee benefits				All	All					
AG.32	Payroll-related payments and actions							All			
AG.33	Employee and management incentive plans		First and material changes	All	All						
Financial Management											
AG.34	Making Intercompany Loans		Above \$1M		Up to \$1M						
AG.35	Opening new bank accounts		Informed		All						
AG.36	Borrowings from third parties, including overdrafts, loans, debt instruments, bonds and other financial indebtedness		Initial Set Up or increases		Daily operations		Daily operations				
AG.37	Any loan to a third party		All								
AG.38	Guarantees, security agreements, letters of credit, surety bonds, or similar agreements; Incurring other debt obligations		All								
AG.39	Approval of new or existing guarantees, liens, warranties, performance bonds, bid bonds, letters of credit and similar			All	All						No parent company guarantees will be issued, a lower holding company must be used.
AG.40	Entering into hedging and derivative transactions		Informed	All	All						
AG.41	Engagement of Company's outside auditors		All								
AG.42	Approval of Company's business plan		All								
AG.43	Approval of Company's annual budget		All								
AG.44	Approval of financial statements		All								

The Group Delegation of Authority											
		KCM Reference	BoD	CEO	CFO	EVP HR	SVP Field Operations/ Professional Service Head/General Manager/CCO	VP Accounting & Finance	Regional Managers/Business Manager	Project Managers	Notes
Ref	Authority Level		0	1	2	3	3	4	5	6	
AG.45	All dividends		All								
AG.46	Settlement of tax audit (inclusive of interest and penalties)		Above \$150k	Above \$50k	Up to \$50k						
AG.47	Corporation Tax payments				All						
AG.48	Customer Payment Terms	1.1		over 120 days	61-120 days			31-60 days	up to 30 days		
AG.49	Early payment discounts with Customers (p.a. per customer)	1.2		Over \$50k	Up to \$50k		None	Up to \$10k	None		Discounts should not be offered unless strong commercial reason. Values are for the level of discount not the sale value.
AG.50	Authority to continue business for a non-paying customer over due by more than 60 days / customer in excess of its credit limit (by the amounts shown)	1.8		Over \$250k	Up to \$250k		None	Up to \$100k	None		Approval to be sought monthly for continuation of business until the customer is within their credit limit. Multi-month approval can be given within the relevant level i.e. approval is given to resolve within 3 months. Multi-month approval is possible for a maximum of 3 months.
AG.51	Write off of external and intercompany bad debts and other assets (includes write off inherent in 'commercial settlement' of outstanding debt)	1.7	Informed	Over \$50k	Up to \$50k		None	Up to \$5k	None		Bad debt write off requires approval from Finance, and Operational at the appropriate levels. Any negotiation relating to settlement of less than 100% of the gross receivable value of a bad debt in excess of \$250,000 is agreed by the CEO / CFO prior to any discussions with the client.
AG.52	Change of credit limits above the standard recommendation/methodology	1.8		Above 25%	Up to 25%		None	Up to 10%	None		
AG.53	Credit Notes	1.9		Above \$25k		Up to \$25k			Up to \$5k		In line with local authority limits.
AG.54	Supplier payment terms (new supplier or contract, or renewal)	1.11		Upon receipt	30 days or less		N/A	60 days or less	N/A		All new suppliers need to be approved by the VP Finance, regardless of payment terms. Creation of a new vendor will require two independent approvals: the requester (normally Ops or Professional Service) and another level depending on the payment terms as shown
AG.55	P-Cards - issuance and monthly spend approval	1.24			Monthly spend over \$30k			Monthly spend up to \$30k			
AG.56	Direct expenses included in the project	1.15			Above \$1M		Up to \$1M		Up to \$500k	Up to \$250k	
AG.57	Non Direct expenses (Opex)	1.15		Above \$50k	Up to \$50k		Up to \$25k	Up to \$10k	Up to \$5k		The value is defined as a total commitment.
AG.58	Non audit fees payable to Group auditor	1.32			All						Not permitted, unless CFO approves
AG.59	Disposal of assets with (higher of) NBV or Realisable Value as shown	1.28		Over \$50k	Up to \$50k			Up to \$5k			RV = Realisable Value
AG.60	Fixed asset write-offs	1.28		Over \$50k	Up to \$50k			Up to \$5k			Any asset impairment must be reviewed by Finance and approved by the CFO.
AG.61	Unbudgeted Capex (excluding recoverable taxes)	1.15.	Above \$50k	Up to \$50k	Up to \$50k		Up to \$25k	Up to \$10k	Up to \$5k		Capex above \$25k requires Capital Approval Request (CAR) form to be completed, which must be reviewed by Finance prior to approval.
AG.62	Acquisition/ partial acquisition of a company, business or trade (including purchase of a minority interest holding in subsidiary / associate).		All								
AG.63	Contractual or legal joint venture, partnership, consortium, co-bid or other cooperation arrangement.		All								
AG.65	Settlement of supplier, customer and operational claims			All							
AG.66	Sales contracts / tenders and changes to an already signed contract		>\$12M		Up to \$12M						
AG.67	Sales contracts / tenders that require guarantees, lines of credit, bid bonds or performance bonds				All						
AG.68	Contingency release	2.10		All							
AG.69	EAC Changes	2.11		All							
AG.70	Recruitment fees				All						
Insurance											
AG.71	Purchase of insurance coverage and related documentation		Informed		All						
AG.72	Filing of insurance claims		Informed (above \$250k)		All						
AG.73	Settlement of disputed insurance claims		Above \$150k	Above \$50k	Up to \$50k						
Intellectual Property and Technology Matters											
AG.74	License, sale, or other conveyance of intellectual property owned or controlled by the Company			All							
AG.75	Purchase or license of information technology resources from a third party			All							
AG.76	Patent application			All							
AG.77	Patent and trademark registration		Informed		All						
Legal and Risk Management											
AG.78	Engagement of outside counsel, experts, and other professionals relating to lawsuits and legal matters		Above \$250k	Up to \$250k	Up to \$100k						
AG.79	Initiating litigation		Informed	All							
AG.80	Settlement of litigation, threatened litigation claims, governmental claims, or commercial disputes (other than employment-related or insurance claim settlements), not exceeding a value of \$500,000		Informed	All							
AG.81	Settlement of litigation, threatened litigation claims, governmental claims, or commercial disputes (other than employment-related or insurance claim settlements), exceeding a value of \$500,000		All								
AG.82	Liability waiver or release by the Company							All			
AG.83	Execution and approval of Company policy				All						
Real and Personal Property Matters											
AG.84	Purchase, sale, acquisition, or disposal of Company land or buildings		All								
AG.85	Lease or encumbrance of Company land or buildings		All								
AG.86	Lease of land or buildings from a third party for less than twelve months		Above \$150k	Above \$50k	Up to \$50k						
AG.87	Lease of land or buildings from a third party for twelve months or longer		Above \$150k	Above \$50k	Up to \$50k						
AG.88	Lease of personal property (including equipment, furniture, and vehicles) from a third party - non job related		Above \$150k	Above \$50k	Up to \$50k						
AG.89	Budgeted construction projects and capital improvements			All							
AG.90	Unbudgeted construction projects and capital improvements		All								
Other contracts and transactions											
AG.91	Memorandum of understanding; Letter of intent; Heads of agreement			All							
AG.92	Confidentiality or nondisclosure agreement			✓	✓		✓ - CCO				
AG.93	Non-compete agreement			All							
AG.94	Contract with a principal shareholder or director		All								
AG.95	External membership, dues, or subscription			Above \$50k	Up to \$50k		Up to \$25k	Up to \$10k	Up to \$5k		
AG.96	Charitable donation of cash or property		Above \$50k	Up to \$50k							
AG.97	Political contribution		All								
AG.98	Legal fees related to operations			Above \$50k	Above \$25k		Up to \$25k				
AG.99	Any document or contract signed by US Water Systems III The Group, LLC		All								

The Group Delegation of Authority											
		KCM Reference	BoD	CEO	CFO	EVP HR	SVP Field Operations/ Professional Service Head/General Manager/CCO	VP Accounting & Finance	Regional Managers/Business Manager	Project Managers	Notes
Ref	Authority Level		0	1	2	3	3	4	5	6	

- NOTES
- 1

No splitting of transactions with the intention to by-pass authorisation limits.
- 2

Limits for operating expenses applies on per transaction/invoice basis.
- 3

All employee expense claim to be approved by line manager regardless of limits. This does not apply to expenses chargeable to client. Expenses should not be >3 months old.
- 4

An employee may delegate their Authority Limit to another employee for a maximum of one month to cover absence.
- 5

Each level of authority is granted by the level above. (BOD to CEO, CEO to CFO, COO and LC, CFO to EVP, etc)