Charter of the Government Security Committee of the Board of Directors of Leonardo DRS, Inc. Effective as of October 18, 2023

I. Purpose

Subject to the Amended and Restated Certificate of Incorporation of Leonardo DRS, Inc. (the "Company"), the Amended and Restated Bylaws of the Company and the Proxy Agreement, dated as of October 26, 2017, by and among the Company, the proxy holders named therein and their successors appointed as provided therein (the "Proxy Holders"), Leonardo US Holding, Inc. ("US Holding"), Leonardo – Societa per azioni ("Leonardo S.p.A.") and the U.S. Department of Defense ("DoD"), as amended, restated, modified or supplemented from time to time in accordance with the terms thereof including as contemplated by the Commitment Letter, agreed to and accepted as of February 26, 2021, by and among the Company, US Holding, Leonardo S.p.A. and the DoD (the "Proxy Agreement"), the Government Security Committee (the "GSC") shall be a permanent committee of the Board of Directors (the "Board") with the primary purpose to ensure that the Company (i) maintains policies and procedures, including but not limited to a technology control plan ("TCP"), electronic control plan ("ECP") and system security plan ("SSP"), to safeguard classified information in the its possession and (ii) complies with the Proxy Agreement, the International Traffic in Arms Regulations ("ITAR"), the Export Administration Regulations ("EAR") and the National Industrial Security Program Operating Manual ("NISPOM").

II. Membership

The GSC shall consist of the Proxy Holders (the "<u>Proxy Holder Directors</u>") and the following officers of the Company: the Chief Executive Officer, the General Counsel, Corporate Facility Security Officer ("<u>CFSO</u>"), and the Technology Control Officer ("<u>TCO</u>"), to the extent such officers hold personnel security clearances at the level of the Company's facility security clearance (collectively, the "<u>Members</u>"). Each Proxy Holder Director shall serve in accordance with their term and class appointment under the Proxy Agreement, or until earlier resignation or removal. The Chief Executive Officer, General Counsel, CFSO and the TCO shall serve for such term or terms as the Board may determine or until earlier resignation or removal.

<u>Chair</u>. The Proxy Holder Directors shall designate one of the Proxy Holder Directors to serve as the chairperson of the GSC (the "<u>Chair</u>").

<u>Secretary</u>. The Chair shall designate a Member to serve as Secretary of the GSC. The Secretary's responsibility shall include ensuring that all records, journals, and minutes of GSC meetings and other documents sent to or received by the GSC are prepared and retained for review by the Defense Counterintelligence and Security Agency (the "<u>DCSA</u>").

<u>CFSO</u>. The CFSO shall be appointed by the Company and shall be the principal advisor to the GSC concerning the safeguarding of classified information. The CFSO's responsibility includes the operational oversight of the Company's compliance with the requirements of the National Industrial Security Program ("<u>NISP</u>").

<u>TCO</u>. The TCO shall be appointed by the Company and shall be the principal advisor to the GSC concerning the protection of controlled unclassified information and other proprietary technology and data subject to regulatory or contractual control by the U.S. Government. The TCO responsibilities shall include the establishment and administration of all intracompany procedures, including employee training programs to prevent the unauthorized disclosure or export of controlled unclassified information and to ensure that the Company otherwise complies with the requirements of the ITAR and EAR.

III. Meetings; Voting

<u>Frequency</u>. The GSC shall meet as often as it determines necessary to carry out its duties and responsibilities, but no less than four times a year at such times and places as it deems necessary to fulfill its responsibilities. The GSC shall report regularly to the Board regarding its actions and make recommendations to the Board as appropriate. The GSC is governed by the same rules regarding meetings (including meetings in person or by telephone or other similar communications equipment), action without meetings, notice, waiver of notice, and quorum and voting requirements as are applicable to the Board. The GSC, in its discretion, may request that members of management or others attend its meetings (or portions thereof) and provide pertinent information as it deems appropriate.

<u>Agenda and Minutes</u>. The Chair shall, in consultation with other Members, determine the length of the meetings and shall prepare and/or approve an agenda in advance of each meeting consistent with this Charter. The GSC shall maintain minutes of its meetings and records relating to those meetings.

<u>Quorum and Voting</u>. A majority of the Proxy Holder Directors of the GSC present in person or by means of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, shall constitute a quorum for doing business. The act of a majority of the Proxy Holder Directors present at a meeting of the GSC at which a quorum is present shall be the act of the GSC. Each Proxy Holder Director shall have one vote on matters that come before the GSC. The Chief Executive Officers, General Counsel, CFSO and TCO shall have no votes.

<u>Act by Written Consent</u>. Any action by the GSC may be taken by unanimous written consent, signed by all of the Proxy Holder Directors, in lieu of a meeting.

IV. Duties and Responsibilities

The GSC shall have the following responsibilities:

1. The Members shall exercise their best efforts to ensure the implementation within the Company of all procedures, organizational matters and other aspects pertaining to the security and safeguarding of classified and controlled unclassified information called for by the Proxy Agreement, including the exercise of appropriate oversight and monitoring of the Company's operations to ensure that the protective measures contained in the Proxy Agreement are effectively maintained and implemented through its duration.

2. The GSC shall designate the Excluded Subsidiaries (as such term is defined in the Proxy Agreement).

3. The Members shall exercise their best efforts to ensure that the Company implements any TCP approved under the Proxy Agreement. The TCP shall at all times be subject to review by DCSA. The TCP shall include the written policies and procedures for electronic communications required under the Proxy Agreement, including each addendum that may be required for individual facilities. The GSC shall have authority to establish the policy for the Company's TCP. The TCP shall prescribe measures to prevent unauthorized disclosure or export of controlled unclassified information consistent with applicable United States laws and regulations.

4. The Members shall exercise their best efforts to ensure that the Company implements an <u>ECP</u> and SSP approved under the Proxy Agreement. The ECP shall at all times be subject to review by DCSA. The ECP shall ensure that there are no unauthorized export controlled or controlled unclassified information or classified electronic communications between the Company and Affiliates (as such term is defined in the Proxy Agreement). The ECP must also ensure that there are no electronic communications used to exert undue control or influence over the Company and its operations or management.

5. The Members shall exercise their best efforts to ensure that the Company implements an Affiliated Operations Plan ("<u>AOP</u>") approved under the Proxy Agreement. The AOP shall be approved by DCSA and at all times be subject to review by DCSA. The AOP shall include the written policies and procedures all Affiliate operations and shared services to include cooperative commercial arrangements, shared third-party services and shared persons. The GSC will certify on an annual basis that the GSC is effectively monitoring the approved shared services authorized in the AOP, and that such services do not allow the Affiliates to exercise undue control or influence.

6. Each Member shall exercise his/her best efforts to ensure that all provisions of the Proxy Agreement are carried out; that the Company's Directors, officers, and employees comply with the provisions of the Proxy Agreement; and that DCSA is advised of any known violation of, or known attempt to violate, any provision of the Proxy Agreement, appropriate contract provisions regarding security, U.S. Government export control laws and regulations, and the NISPOM.

7. To the extent required by DCSA, each Member shall execute, for delivery to DCSA upon accepting his/her appointment and thereafter at each annual meeting of the Company with DCSA as established by the Proxy Agreement, a certificate in a form substantially similar to what is approved by DCSA under the Proxy Agreement, acknowledging the protective security measures taken by the Company to implement the Proxy Agreement.

8. Discussions of classified and controlled unclassified information by the GSC shall be held in closed sessions and accurate minutes of such meetings shall be kept

and shall be made available only to such authorized individuals as are so designated by the GSC.

9. The GSC shall oversee the development and conduct of employee training, briefings and notices (e.g., in corporate bulletins and employee newsletters) on the effect and operation of the Proxy Agreement, as well as on suspicious contact reporting requirements. This shall be in addition to the baseline training and briefing requirements of the NISPOM.

V. Outside Advisors

The GSC shall have the authority, in its sole discretion, to retain and obtain the advice and assistance of outside counsel, and such other advisors as it deems necessary to fulfill its duties and responsibilities under this Charter. The GSC shall set the compensation and oversee the work of its outside counsel, and any other advisors. The GSC shall receive appropriate funding from the Company, as determined by the GSC in its capacity as a committee of the Board, for the payment of compensation to outside counsel and any other advisors.

VI. Access to Books; Expenses

The GSC shall have full access to books, records, facilities and personnel of the Company as needed to discharge its responsibilities. The GSC shall have the authority to pay, at the expense of the Company, any ordinary administrative expenses determined by the GSC to be necessary or appropriate in carrying out its duties.

VII. Evaluation of the GSC

The GSC shall periodically evaluate its performance and this Charter. In conducting this review, the GSC shall evaluate whether this Charter appropriately addresses the matters that are or should be within its scope and shall recommend to the Board for approval such changes as it deems necessary or appropriate. The GSC shall address all matters that it considers relevant to its performance.

VIII. No Conflict with Proxy Agreement

In the event that it is determined that any of the provisions of this Charter conflict with the provisions of the Proxy Agreement, the GSC shall recommend such modifications to this Charter as are reasonably necessary to provide that the GSC functions in compliance with the Proxy Agreement.