DCS

# Anti-Bribery Policy

**Version 3.0**

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| Document Owner | Company Directors | | |
| Purpose | This document describes how DCS instils a strong anti-corruption culture and its procedures to ensure bribery or inducements are not condoned | | |
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## Version History

| Version | Date | Reviewed By | Status | Comments |
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| 1.0 | 21 June 2022 | HR Dept | Superseded | Initial Issue |
| 2.0 | 27/04/2026 | HR Dept | Superseded | Full contents review and amends |
| 3.0 | 27/8/2026 | HR Dept | Live | Conflicts of interest section added |
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# Table of Contents


1. Introduction and Purpose ..... 4

2. Bribery ..... 4

3. Consequences of Bribery ..... 5

4. Responsibility for Compliance and Scope of Policy ..... 5

5. Facilitation Payments ..... 6

6. Gifts and Hospitality ..... 6

7. Charitable Donations ..... 7

8. Political Donations ..... 8

9. Due Diligence and Risks ..... 8

10. Identification and Management of Conflicts of Interest ..... 8

## 1. Introduction and Purpose

1.1 Virtual Data Centre Services Ltd ("the Company") is committed to the practice of responsible corporate behaviour and to complying with all laws, regulations and other requirements, which govern the conduct of our operations.

1.2 The Company is fully committed to instilling a strong anti-corruption culture and is fully committed to compliance with all anti-bribery and anti-corruption legislation including, but not limited to, the Bribery Act 2010 ("the Act") and ensures that no bribes or other corrupt payments, inducements or similar are made, offered, sought or obtained by us or anyone working on our behalf.

1.3 **Amendments and Changes to Policies**

This policy does not form part of the employment contract and the Company may update it at any time. Addition, deletion, or modification of any provision of these policies may be made at any time, and will be published on the intranet

## 2. Bribery

2.1 Bribery is defined as the giving or promising of a financial or other advantage to another party where that advantage is intended to induce the other party to perform a particular function improperly, to reward them for the same, or where the acceptance of that advantage is in itself improper conduct.

2.2 Bribery is also deemed to take place if any party requests or agrees to receive a financial or other advantage from another party where that advantage is intended to induce that party to perform a particular function improperly, where the acceptance of that advantage is in itself improper conduct, or where that party acts improperly in anticipation of such advantage.

2.3 Bribery of a foreign official is defined as the giving or promising of a financial or other advantage, which is intended to influence the official in order to obtain business or an advantage in the conduct of business unless the foreign official is required or permitted by law to be influenced by such advantage.

## 3. Consequences of Bribery

3.1 Anyone or any organisation found guilty of bribery under the Act may face fines and/or prison terms. In addition, high legal costs and adverse publicity are likely to result from any breach of the Act.

3.2 For employees of the Company, failure to comply with this Policy and/or with the Act may result in:

3.2.1 disciplinary action which may include dismissal; and

3.2.2 criminal penalties under the Act, which may result in a fine and/or imprisonment for up to 10 years.

3.3 For the Company, any breach of this Policy by any employee or business associate may result in:

3.3.1 the Company being deemed to be in breach of the Act;

3.3.2 the Company being subject to fines; and

3.3.3 the Company suffering negative publicity and further associated damage as a result of such breach.

## 4. Responsibility for Compliance and Scope of Policy

4.1 This Policy applies to all employees, agents, contractors, subcontractors, consultants, business partners and any other parties (including individuals, partnerships and bodies corporate) associated with the Company or any of its subsidiaries.

4.2 It is the responsibility of all of the abovementioned parties to ensure that bribery is prevented, detected and reported, and all such reports should be made in accordance with the Company's Whistleblowing Policy or as otherwise stated in this Policy, as appropriate.

4.3 No party described in section 4.1 may:

4.3.1 give or promise any financial or other advantage to another party (or use a third party to do the same) on the Company's behalf where that advantage is intended to induce the other party to perform a particular function improperly, to reward them for the same, or where the acceptance of that advantage will in itself constitute improper conduct;

4.3.2 request or agree to receive any financial or other advantage from another party where that advantage is intended to induce the improper performance of a particular function, where the

acceptance of that advantage will in itself constitute improper conduct, or where the recipient intends to act improperly in anticipation of such an advantage.

4.4 Parties described in section 4.1 must:

4.4.1 be aware and alert at all times of all bribery risks as described in this Policy and in particular as set out in section 9 below;

4.4.2 exercise due diligence at all times when dealing with third parties on behalf of the Company; and

4.4.3 report any and all concerns relating to bribery to a Company Director or, in the case of non-employees, their normal point of contact within the Company, or otherwise in accordance with the Company's Whistleblowing Policy.

## 5. Facilitation Payments

5.1 A facilitation payment is defined as a small payment made to officials in order to ensure or speed up the performance of routine or necessary functions.

5.2 Facilitation payments constitute bribes and, subject to section 5.3, may not be made at any time irrespective of prevailing business customs in certain territories.

5.3 Facilitation or similar payments may be made in limited circumstances where your life is in danger but under no other circumstances. Any payment so made must be reported to a Company Director as soon as is reasonably possible and practicable.

## 6. Gifts and Hospitality

6.1 Gifts and hospitality remain a legitimate part of conducting business and should be provided only in compliance with the Company's Gifts and Hospitality Policy.

6.2 Gifts and hospitality can, when excessive, constitute a bribe and/or a conflict of interest. Care and due diligence should be exercised at all times when giving or receiving any form of gift or hospitality on behalf of the Company.

6.3 The following general principles apply:

6.3.1 Gifts and hospitality may neither be given nor received as rewards, inducements or encouragement for preferential treatment or inappropriate or dishonest conduct.

6.3.2 Neither gifts nor hospitality should be actively sought or encouraged from any party, nor should the impression be given that the award of any business, custom, contract or similar will be in any way conditional on gifts or hospitality.

6.3.3 Cash should be neither given nor received as a gift under any circumstances.

6.3.4 Gifts and hospitality to or from relevant parties should be generally avoided at the time of contracts being tendered or awarded.

6.3.5 The value of all gifts and hospitality, whether given or received, should be proportionate to the matter to which they relate and should not be unusually high or generous when compared to prevailing practices in our industry or sector. In our Gifts and Hospitality Policy we allow for gifts up to the value of £50. Anything above this then permission needs to be sought from a Director and we would expect the same guiding principle to apply here.

6.3.6 Certain gifts, which would otherwise be in breach of this Policy and/or the Hospitality and Gifts Policy, may be accepted if refusal would cause significant and/or cultural offence, however, the Company will donate any gifts accepted for such reasons to a charity of a Company Director's choosing.

6.3.7 All gifts and hospitality, whether given or received, must be recorded in the Hospitality & Gifts Register.

## 7. Charitable Donations

7.1 Charitable donations are permitted only to registered (non-profit) charities. No charitable donations may be given to any organisation which is not a registered charity.

7.2 All charitable donations must be fully recorded in the relevant register.

7.3 Proof of receipt of all charitable donations must be obtained from the recipient organisation.

7.4 Under no circumstances may charitable donations be made in cash.

7.5 No charitable donation may be made at the request of any party where that donation may result in improper conduct.

## 8. Political Donations

8.1 The Company does not make political donations and the Company is not affiliated with any political party, independent candidate, or with any other organisation whose activities are primarily political.

8.2 Employees and other associated parties are free to make personal donations provided such payments are not purported to be made on behalf of the Company and are not made to obtain any form of advantage in any business transaction.

## 9. Due Diligence and Risks

The following issues should be considered with care in any and all transactions, dealings with officials, and other business matters concerning third parties:

9.1 Territorial risks, particularly the prevalence of bribery and corruption in a particular country;

9.2 Cross-border payments, particularly those involving territories falling under section 9.1;

9.3 Requests for cash payment, payment through intermediaries or other unusual methods of payment;

9.4 Activities requiring the Company and/or any associated party to obtain permits or other forms of official authorisation;

9.5 Transactions involving the import or export of goods.

## 10.Identification and Management of Conflicts of Interest

The identification and management of conflicts of interest forms an integral part of our Anti-Bribery and Corruption Policy, overseen by our Chief Financial Officer.

Our policy requires all staff and directors to proactively declare any actual, potential, or perceived conflict of interest, including financial interests, personal relationships, or outside roles, that could influence, or be seen to influence, their professional judgement or decision-making.

Declarations are recorded and reviewed by the CFO, who determines the appropriate course of action. This may include recusal from relevant decisions, additional oversight, or in more significant cases, escalation to senior leadership.

All staff receive annual training that includes guidance on recognising and declaring conflicts of interest, reinforcing a culture of transparency and accountability throughout the organisation.

Our Anti-Bribery and Corruption Policy, including the conflicts of interest provisions, is reviewed regularly to ensure it remains fit for purpose and reflects the evolving nature of our business activities.