



IDG Group DMCC

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ANTI-CORRUPTION POLICY

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ANTI-CORRUPTION POLICY

1. Introduction

IDG has zero tolerance of corruption.

This Policy addresses general anti-corruption issues and specifically addresses corruption in the recruiting, selection and vetting of our personnel. We rely on the quality of people to ensure security and the reputation and success of the Company. We also rely on current employees to help us find new personnel. Corruption in recruiting is endemic, and IDG will not tolerate it within the business.

Our Company ethos (or Kaida) is centered on honesty and integrity, which is also the Kaida of a true Gurkha. Following this Kaida enables us to provide the highest quality security solutions to meet clients' needs whilst remaining committed to providing secure employment for professional and experienced former Gurkha servicemen. Corruption and nepotism is absolutely and completely unacceptable.

As a Company we refuse to pay or accept bribes of any kind. If you are corrupt or dishonest you will not be welcome in this Company and, when your corruption or dishonesty is discovered, we will terminate your services. If you maintain the honourable traditions of a true Gurkha, we hope to be able to give you a long and successful career in the Company.

IDG does not tolerate corruption in its sub-contractors or agents and requires all members of staff to ensure that corruption is not practiced, tolerated or allowed to occur in any IDG activities.

2. General

All business to be conducted in accordance with IDG Code of Conduct Policy, the IDG Code of Business Ethics and Conduct, and the IDG Personnel Handbook.

All recruitment is to be conducted in accordance with the IDG Recruitment Policy.

All staff (including personnel who are contracted as opposed to employed) read, understand and sign statement of ethics / personal code of conduct on receipt of their contract of employment.

3. Requirements of the Policy

To mitigate the risks associated with using agents, IDG's policy requires that we

- Document a clear and demonstrable business need for any agent, with an explanation of why we are using an agent. This must then be approved by the Managing Director.





- Document the case for proposed payments in each instance.
- Carry out a comprehensive due diligence process to satisfy ourselves that the agent is acting lawfully and in compliance with the requirements for which the agent is being utilised.
- Conduct a face-to-face interview with any prospective agent.
- Obtain external due diligence report if there is any question of conflict of interest between internal staff conducting the diligence (for example may stand to achieve higher bonus if the deal is signed).
- The Managing Director must approve and endorse any recommendation.
- Ensure that there is a signed contract (that must require the agent to adhere to the IDG anti-corruption policies and code of conduct and allows IDG to make auditing and compliance checks) the term of which should be for not longer than two years before any work is undertaken by the agent on our behalf.
- Provide briefing and explanations, on appointment and at regular intervals during the term of the contract, on our policies.
- Ensure absolute clarity on who payments are to be made to these should be made to the person / company with who, we contract and should not ordinarily be made in cash, no payments should be made to numbered accounts, or to third parties.
- The Managing Director oversees all relationships with any agent and will seek regular activity reports on how the agent is undertaking their contracted services from the relevant Country or Program Manager.
- If there is a breach of the contract, IDG will suspend all payments to the agent and terminate the contract.
- Ensure provisions in the contract include an indemnity from the agent for damages arising from any breach of contract by the agent, including recovery of all payments already paid under the terms of the contract.
- Any arrangements with third parties whereby IDG agree to use that third party or a specific contractor to provide specific elements of the services to clients within a region are considered agency agreements for the above purposes and the same points must be followed.





4. What To Do

Any member of Staff who has concerns that this policy is not being complied with should raise the matter immediately. You are referred to the Whistle Blowing policy for further guidance.