



# ANTI-CORRUPTION, FRAUD, AND BRIBERY POLICY

[Click here to enter text.](#)

**JDR Document Number:** JQ2.16.13646

Rev	Date	Reason for Issue	Issued	Checked	Approved
04	01 Oct 2025	Updated to align with legislation changes	J Gough	K Garner	J Young

#### CONFIDENTIALITY STATEMENT

The information contained within this document is strictly confidential and is the property of JDR Cable Systems Ltd. JDR Cable Systems Ltd is also the owner of all other rights in this document (including, but not limited to copyright, trade secrets and design rights). No use or disclosure is to be made, neither the whole nor any part of this document may be reproduced, stored in or transmitted in any form by any means (electronic, mechanical, reprographic, recording or otherwise) without prior written permission of JDR Cable Systems Ltd. JDR Cable Systems Ltd does not give you permission to use or retain this document if you do not agree to these conditions.

© 2023 JDR Cable Systems Ltd. All rights reserved

**UNITED KINGDOM | UNITED STATES | BRAZIL**

LITTLEPORT:+44 (0)1353 860022 | HARTLEPOOL:+44 (0)1429 851890 | NEWCASTLE:+44 (0)191 9177000 | HOUSTON:+1 (832) 448 3500

**WWW.JDRCABLES.COM**



**Providing the Vital Connection**



---

## Contents

<b>1. Policy Statement.....</b>	<b>3</b>
<b>2. Application of this Policy.....</b>	<b>3</b>
<b>3. Definitions of Terms Used in this Policy .....</b>	<b>3</b>
<b>4. Bribery and Corruption .....</b>	<b>4</b>
<b>5. Fraud.....</b>	<b>5</b>
<b>6. Facilitation Payments.....</b>	<b>5</b>
<b>7. Political and Charitable Contributions.....</b>	<b>5</b>
<b>8. Gifts, Hospitality, Entertainment and Travel Expenses.....</b>	<b>6</b>
<b>9. Third Party Payments, Use of Agents and Due Diligence .....</b>	<b>6</b>
<b>10. Record Keeping .....</b>	<b>7</b>
<b>11. Obligations to Report Breaches of Anti-Corruption Laws .....</b>	<b>8</b>
<b>12. Consequences for Breaches of this Policy: the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act, the Fraud Act 2006, and the Brazilian Anticorruption Law .....</b>	<b>8</b>
<b>13. Training, Monitoring and Review .....</b>	<b>9</b>
<b>14. Previous Revisions.....</b>	<b>10</b>

---

## Anti-Fraud and Anti-Bribery Policy

### 1. Policy Statement

JDR does not tolerate any form of fraud, bribery or corruption and is committed to complying with the UK Fraud Act 2006, UK Bribery Act 2010, US Foreign Corrupt Practices Act, the Brazilian Anticorruption Law (Law No. 12,846/2013) and all anti-fraud and corruption laws applicable in the jurisdictions in which JDR operates.

JDR will work with all third parties providing services on its behalf (“Associated Persons”) to develop and improve good practice and seek to eliminate fraud, bribery and corruption.

JDR will identify and promptly investigate any suspected fraudulent or related dishonest activity against JDR or other parties with whom the organisation has dealings.

JDR will not tolerate its Employees (as defined below) or any Associated Persons offering, giving, receiving or soliciting bribes in any form.

### 2. Application of this Policy

This Policy applies to JDR, its Employees and any Associated Persons performing duties for or on behalf of JDR whether or not directly employed by JDR. This Policy extends to all JDR operations worldwide.

### 3. Definitions of Terms Used in this Policy

**JDR:** JDR Cable Systems (Holdings) Limited and its group companies at any given time including but not limited to JDR Cable Systems Ltd, JDR Inc., JDR Comercio de Sistemas de Cabos Umbilicais e Servicos LTDA, JDR Cable Systems (Singapore) Ltd and JDR Cable Systems GmbH. (“**JDR**”).

**Compliance Officer:**, being the Director responsible for the maintenance and operation of this Policy and is the designated Compliance Officer with overall responsibility for corruption and bribery matters for JDR Cable Systems Ltd. The Compliance Officer can be contacted on 01353 860022.

**Bribe:** This includes:

- Offering, promising or giving anything of value or undue advantage to improperly influence another person in order to obtain business or other economic or non-economic advantages for or on behalf of JDR or its group companies;
- Requesting or accepting anything of value or undue advantage as a reward for or as an inducement to act improperly in relation to the awarding of business or other economic or non-economic advantages by JDR or its group companies; or
- Making any sort of payment or giving anything of value to a Public Official in order to obtain or retain business or some other economic or non-economic advantages for JDR or its group companies.

No money is required, as a bribe can take the form of anything of value or even a mere advantage. In addition to money, bribes can include gifts, hospitality, expenses, reciprocal favours, political or charitable contributions, or any direct or indirect benefit or consideration. Merely offering a bribe is enough; it does not need to be accepted.

**Fraud:** This includes:

- The UK Fraud Act 2006, Brazilian Criminal Code, Administrative Misconduct Act (Law No. 8,429/1992), and Anti-money Laundering Act (Law No. 9,613/1998).
- A range of activities such as deception; bribery; forgery; extortion; corruption; theft; conspiracy; embezzlement; misappropriation; tax fraud; false representation / accounting, concealment of material facts and collusion and money laundering.
- The intention to deceive a person or organisation in order to obtain a financial advantage, or personal gain, or to cause a loss to another party.
- The use of information technology equipment to manipulate programmes or data dishonestly.
- The use of false pretences, statements, or documents to achieve fraudulent purposes.

**Employees:** Any person employed by JDR including Directors, Non-Executive Directors and officers performing duties on behalf of JDR.

**Associated Persons:** Any persons performing services for or on behalf of JDR whether or not employed directly by JDR. This includes any third parties such as, contractors, agents, brokers, business partners, consultants, sub-contractors, suppliers, joint venture partners, investors, and other representatives performing work for the benefit of JDR. An Associated Person can be a body corporate or an individual and can include employees of a body corporate contracted by JDR.

**Facilitation Payments:** Payments to Public Officials which are unofficial and non-receipted to speed up or perform a routine or non-standard government action such as:

- Processing licenses, permits, or other official documents;
- Processing government paperwork such as visas and work orders; and
- Providing services such as police protection and mail pick-up and delivery.

**Public Officials:** Officials of any government department or agency; officials of any public international organisation (e.g. the United Nations); political parties and party leaders; candidates for public office; executives and employees of government-owned or government-run companies (such as a manager in a state-controlled oil company); anyone acting on behalf of any of these officials; anyone in a legislative, administrative or judicial position, whether elected or appointed, anyone who performs a public function and any official of a public international organisation.

**Money Laundering:** Is the processing of criminal proceeds in order to disguise their illegal origin. JDR conducts business with reputable partners and will never enter into any arrangement where we may be involved with money laundering.

#### 4. Bribery and Corruption

It is illegal and a breach of this Policy to offer, request, give, receive or accept a Bribe whether directly or indirectly via a third party.

All incidents of actual or suspected bribery or corruption should be reported to the Compliance Officer immediately for prompt and thorough investigation. This includes any offer or request for a bribe, regardless of whether a bribe is in fact paid.

## 5. Fraud

JDR strictly prohibits and will not tolerate fraud and money laundering.

Fraudulent activities, including but not limited to the misrepresentation of information, theft, embezzlement, or any deliberate act of deception, are strictly prohibited within the company. All Employees, contractors, and stakeholders are expected to maintain the highest standards of honesty and integrity in their professional conduct. Any suspected or confirmed incidents of fraud will be thoroughly investigated, and appropriate disciplinary actions, including termination of employment and legal proceedings, may be taken. Employees are encouraged to report any concerns regarding fraudulent activities immediately, and such reports will be treated with the utmost confidentiality and without fear of retaliation.

All incidents if actual or suspected fraud should be reported to the Compliance Officer immediately for prompt and thorough investigation.

## 6. Facilitation Payments

It is illegal and a breach of this Policy to make Facilitation Payments.

JDR has a zero-tolerance policy to such payments being made by its Employees or Associated Persons.

It is illegal to make any sort of payment, give or offer anything of value or any other advantage to a Public Official where this is to obtain or retain business or some other economic or non-economic advantages for JDR.

In some countries, it may be customary for Public Officials to request Facilitation Payments. However, Facilitation Payments made anywhere in the world are prohibited by JDR and you must not make payments regardless of local custom.

If you are asked for a Facilitation Payment in circumstances where you are left with no alternative but to make a Facilitation Payment in order to protect against loss of life, limb or liberty, then you should make the payment but report the incident as soon as practicable to your line manager, Executive Team member and the Compliance Officer.

## 7. Political and Charitable Contributions

It is not JDR's policy to make any contributions to political parties, candidates or politically active organisations. In fact, some countries (e.g., Brazil) restrict legal entities from making donations to electoral campaigns. Individuals are free to support any political party and make any donations as long as it is in their free time and expense and within local laws.



The Ethics Policy describes JDR's policy in relation to community engagement and charitable donations. You must check with the Compliance Officer before making any charitable donations in the name of JDR or arranging any fundraising events. In some circumstances charitable donations can be a front for bribery.

## **8. Gifts, Hospitality, Entertainment and Travel Expenses**

Provision of gifts, hospitality and business entertainment to a third party or Associated Persons must be reasonable and proportionate and for a legitimate business purpose. Some JDR clients have policies that prohibit gifts, hospitality, and business entertainment, regardless of their value.

The receipt, offer, or provision of gifts, hospitality and business entertainment must comply with JDR's Gifts and Hospitality Policy.

## **9. Third Party Payments, Use of Agents and Due Diligence**

JDR will not engage Associated Persons to provide services on its behalf without entering into a formal contract to do so. No services will be provided by any Associated Person until such contract is in place.

You must not make a payment to any Associated Persons if you know or suspect that that person may use or offer all or a portion of the payment directly or indirectly as a Bribe.

When engaging any Associated Person to perform services on behalf of JDR, it is the responsibility of every party involved in the engagement process to ensure that the proposed Associated Person is a legitimate service provider.

Before engaging the Associated Person, the appropriate due diligence checks must be carried out by the relevant negotiation team (Sales, Purchasing or Contracts) and provide them with a copy of this Anti-Bribery and Corruption Policy if they have not previously provided a service to or on behalf of JDR and obtain their agreement to act in accordance with this Policy.

Due diligence checks should include a bribery risk assessment of factors including the Associated Person's potential business partners and the nature of the proposed project or transaction. All paperwork and records documenting the due diligence checks and risk assessment should be retained for at least two years following the expiration of the contract with that Associated Person.

Where a project or transaction has not completed for whatever reason, or JDR has decided against contracting with a specific Associated Person, the paperwork and records documenting the due diligence outcome should be retained for at least 12 months following completion of the due diligence checks.

When dealing with Associated Persons, some 'red flags' to watch out for as indicators of potential violations of anti-bribery or anti-corruption laws include:

- A Public Official recommends that JDR hires a specific third party;
- The proposed compensation of an Associated Person retained by JDR is unreasonably high compared to the market rate without a reasonable explanation;

- An Associated Person retained by JDR requests that payments be made off-shore; to an unknown third party; be split among multiple accounts; be made to an account in a country other than where the third party or agent is located or business is to be performed; or any other unusual financial arrangements;
- An Associated Person retained by JDR requests that payments be made to a person or legal entity other than the one specified in the tax invoice (*Nota Fiscal*) issued by JDR for such payment;
- An Associated Person that JDR seeks to retain lacks qualifications or staff to perform the expected services;
- An Associated Person relies heavily on political or government contacts instead of technical skills or time invested;
- Upon checking references, you find that the Associated Person has an unsavoury reputation or is not well known in the industry;
- An Associated Person that JDR seeks to retain will not agree to terms requiring compliance with anti-corruption laws;
- A country in which JDR's Associated Person is conducting or seeks to conduct business is a high-risk location for corruption; or
- The same Associated Person is repeatedly used for business without any reasonable justification for their repeated appointment.

If you are in any doubt whatsoever about the legitimacy of any proposed Associated Persons, you should discuss your concerns with the Compliance Officer prior to entering into any contractual arrangements for the provision of services to JDR.

The formal approval of the Compliance Officer is required before engagement of any third party or agent to provide services on behalf of JDR. The Compliance Officer will ask whether an agent is necessary in any particular jurisdiction, and will require an appropriate level of due diligence to be performed on new or existing Associated Person(s). The Compliance Officer has the authority to impose such terms as s/he thinks fit in relation to such an appointment.

## 10. Record Keeping

All payments made or received by JDR must be accurately recorded in JDR's books and records. No "off-books" accounts are maintained. All financial transactions must be authorised by appropriate management in accordance with current procedures in order to protect and prevent misuse of company assets. You must ensure appropriate authorisation in accordance with JDR's Delegation of Authority policy before any agreement or expenditure is entered into.

JDR prepares financial statements that fairly represent its financial position. You have a responsibility to maintain accurate records of the company's business activities and to ensure that JDR records do not contain false or intentionally misleading information. Any intentional or unauthorised falsification, alteration or destruction of records will lead to disciplinary action and/or termination of employment.

## 11. Obligations to Report Breaches of Anti-Corruption Laws

Where Employees and Associated Persons believe that improper behaviour by other Employees or Associated Persons, including a Bribe, corruption, Fraud or other violation of this Policy, may have occurred, they are required to report it in accordance with this Policy.

In the first instance you should report any such instances to the Compliance Officer, and then either to your line manager or Executive Team member.

Alternatively, you may prefer to use the JDR confidential hotline (“Speak Up”). All matters will be dealt with in confidence and in strict accordance with the terms of the Public Interest Disclosure Act 1998, which protects the legitimate personal interests of Employees, as applicable.

**If you are calling from the UK, the number is 0800 086 9274**

**If you are calling from the USA, the number is 1 844 960 0585**

**If you are calling from Brazil, the number is 0800 900 0049**

**You can also make a report via the website: [www.jdr cables.ethicspoint.com](http://www.jdr cables.ethicspoint.com).**

## 12. Consequences for Breaches of this Policy: the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act, the Fraud Act 2006, and the Brazilian Anticorruption Law

It is a criminal offence to breach the UK Bribery Act 2010 or the US Foreign Corrupt Practices Act. If you are involved in offering, giving or receiving a Bribe or making a Facilitation Payment, you could be personally prosecuted.

Consequences for individuals: Consequences may include up to 20 years imprisonment, disqualification from acting as a director and significant monetary fines against you as an individual (which JDR will not pay for you). You would also be subject to disciplinary action, up to and including dismissal from JDR.

Consequences for JDR: Consequences may include the company facing unlimited fines, damage to the corporate brand and reputation of JDR, loss of the ability to trade in certain jurisdictions, debarment from bidding for government contracts, loss of business, legal action by competitors, litigation and high investigation expenses.

In addition, under certain circumstances, directors and senior officers of JDR can be held personally liable for the breaches committed by Employees and Associated Persons and face significant fines and/or imprisonment.

Breaches of this Anti-Bribery Policy will be investigated thoroughly by the Compliance Officer and/or the Board of Directors of JDR, which reserves the right to terminate immediately any



contract (including a contract for services) or business relationship with an Associated Person where bribery has occurred.

Where a case is referred to the police or other law enforcement agency in any country, JDR will co-operate fully with the criminal investigation. This could lead to the criminal prosecution of any Employee or any Associated Persons.

It should be noted that all offences under the Fraud Act 2006 and most offences under the Brazilian Criminal Code captured by the definition of Fraud herein occur where the act or omission is committed dishonestly and with the intent to cause gain or loss. The gain or loss does not have to succeed, so long as the intent is there.

### 13. Training, Monitoring and Review

The Board of JDR views bribery and corruption very seriously and has approved this Anti - Fraud and Anti-Bribery Policy. JDR will train all relevant Employees of JDR and its group companies to ensure they are aware of the provisions of this Policy and the risks of engaging in bribery.




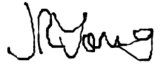


It is the responsibility of Associated Persons to ensure that they have access to suitable training. Training may be provided by JDR for certain Associated Persons, including agents, as required.

It shall be the responsibility of the Compliance Officer to review this Policy and its implementation on an annual basis.



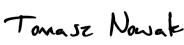

If you want to ask a question about the requirements in this Policy, you should raise it with the Compliance Officer or Board Director responsible for your division of JDR.

**This policy is approved, endorsed and upheld by the Board Directors of the JDR Group.**

**For and on behalf of JDR Cable Systems Ltd.**

**For and on behalf of JDR Inc.**

For and on behalf of JDR Fabricacao E Comercio De Sistemas De Cabos, Umbilicais E Servicos Ltda,



Tomasz Nowak

#### 14. Previous Revisions

Rev	Date	Reason for Issue	Issued	Checked	Approved
00	26/03/2021	Initial Issue	J Gough	V Ashton	V Ashton
01	06/03/2023	Rebranded – no other changes	J Gough	V Ashton	V Ashton
02	15/11/2024	Extension of anti-fraud provisions and Brazilian law additions	J Gough	V Ashton	J Young
03	Oct 2025	System realignment	J Gough	K Garner	J Young