

Ukraine Works: ethical recruitment documents

LLC «UKRAINE WORKS CONSULTING» (identification code 46148417) and LLC «UKRAINE WORKS» (identification code 46053011), 42 Holosiivskyi Avenue, Kyiv, 03039, Ukraine

Document	Number	Version
Ethical Recruitment Policy	UW-POL-01	2.0 of 12 October 2026
Grievance and Remedy Procedure	UW-PRO-01	1.0 of 12 October 2026
Complaints Leaflet and Complaint Form	UW-LFT-01, UW-F-12	2.0
Privacy Notice for Candidates and Workers	UW-NOT-01	2.0 of 12 October 2026
Code of Conduct for Recruitment Partners	UW-COD-01	2.0 of 12 October 2026

The Ukrainian texts of the Policy, the Procedure and the Privacy Notice are authentic; the English texts are official translations. The English text of the Code is authentic.

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Ethical Recruitment Policy

Document control	
Document	Ethical Recruitment Policy
Number	UW-POL-01
Version	2.0 of 12 October 2026. Replaces version 1.0 of October 2026
Adopted by	LIMITED LIABILITY COMPANY «UKRAINE WORKS CONSULTING», identification code 46148417, 42 Holosiivskyi Avenue, office 307, Kyiv, 03039, Ukraine; and LIMITED LIABILITY COMPANY «UKRAINE WORKS», identification code 46053011, 42 Holosiivskyi Avenue, office 306, Kyiv, 03039, Ukraine
Approved by	Orders of the Director of LLC «UKRAINE WORKS CONSULTING» and of the Director of LLC «UKRAINE WORKS» of 12 October 2026. Director of both companies: Anzhelika Kolomiyets
In force from	12 October 2026
Document owner	Director
Responsible for application	Ethical Recruitment Officer
Review	At least once every twelve months, at the management review (clauses 26.3 and 31.2). First review not later than 15 March 2027
Authentic text	Ukrainian. The English text is an official translation

Statement of the Director

Ukraine Works recruits workers in India for employers in Ukraine. The provisions of this Policy that concern Nepal apply only if the Company begins to recruit there. A person recruited across borders relies on the recruiter for accurate information and on the employer for lawful status in the country of work. That dependence is the source of the abuses this Policy prohibits: charges and debt, deception about the terms of work, the keeping of documents and the loss of the freedom to leave the job.

The Company is responsible for the way in which it recruits. Where conduct lies with a Recruitment Partner or an Employer, the Company binds that party by contract, verifies its performance, acts on every breach and uses the means that the contract gives it to prevent harm and to obtain a remedy (clauses 2.3 and 19.5). The Company commits itself to the following principles, which this Policy turns into rules, time limits and records:

(a) the Company recruits in accordance with Applicable Law and with the fundamental principles and rights at work, including the prohibition of forced labour and of trafficking in persons, the minimum age, freedom of association and equal treatment (clauses 4 to 10);

(b) no Candidate or Worker pays a Recruitment Fee; the Related Costs are allocated as set out in Annex B, and a cost that a Worker still bears under clause 11.6 is disclosed, recorded and reported until the Employer bears it, which it does for every Offer issued from 1 July 2027 (clauses 11 and 12);

(c) no one keeps the Personal Documents of a Candidate or Worker, takes a deposit or other security, or restricts a Worker's freedom to move, to end the employment or to return to the country of origin (clauses 12 to 14);

(d) every Candidate receives, before the application is presented to an Employer, the main terms of the vacancy and a written list of the costs the Candidate will bear, and receives the Offer, the text of the Employment Contract, the Cost Disclosure Statement and the Security Information Sheet in writing, in a language the Candidate understands, not less than two full days before signing the Offer, and every Worker receives pre-departure orientation (clauses 15 to 17);

(e) the Company collects only the personal data needed to assess a Candidate for a vacancy and to arrange the Worker's documents, travel and employment, collects them with Informed Consent and discloses them only to the recipients named in the Privacy Notice (clause 18);

(f) every Candidate and Worker has access to remedy: a Grievance is free of charge and is decided, with reasons, within a fixed time, and retaliation is prohibited (clause 19);

(g) the Company verifies the conduct of its Employers and Recruitment Partners and acts on every breach it finds (clauses 20 to 27).

The Director is accountable for the application of this Policy, provides the resources to apply it, reviews it once every twelve months and publishes a yearly report on its application (clauses 22.1, 26.3 and 29.4).

Anzhelika Kolomiyets

Director of LLC «UKRAINE WORKS CONSULTING» and of LLC «UKRAINE WORKS»

12 October 2026

Part I. General provisions

1. Purpose and status

1.1. This Policy lays down the rules under which the Company recruits foreign nationals for employment with employers in Ukraine.

1.2. The Policy is an internal regulatory act of the Company. It binds the Personnel.

1.3. The Policy implements Articles 36 and 37 of the Law of Ukraine "On Employment of the Population". It is drawn up by reference to the General Principles and Operational Guidelines for Fair Recruitment of the International Labour Organization, to the IRIS Standard of the International Organization for Migration, Version 1.2, and to the United Nations Guiding Principles on Business and Human Rights.

1.4. The Company has not been audited or certified under the IRIS certification scheme. Nothing in this Policy is a statement that the Company is certified, that a third party has verified its conformity with the IRIS Standard, or that the Company meets every indicator of that Standard.

1.5. The Company is not a party to the Employment Contract and is not the employer of any Worker. It answers to a Candidate or Worker for its own acts and omissions and for the undertakings given to that person in the documents the person receives under this Policy. It does not guarantee performance by an Employer or a Recruitment Partner; in respect of their conduct its obligations are those stated in clause 2.3 and in the clauses of this Policy that expressly place a duty on the Company, in particular clauses 7.7, 11.11, 14.9, 17.6 and 19.5. Nothing in this Policy limits a right that a Candidate or Worker has under Applicable Law.

2. Scope

2.1. The Policy applies to every Recruitment carried out by the Company, in every country of origin and of transit, from the first advertisement of a vacancy until the Worker's employment with the Employer ends and, where the Worker returns to the country of origin, until the return is completed.

2.2. Recruitment Partners are bound by the rules of this Policy through the Code of Conduct for Recruitment Partners (UW-COD-01), which forms part of each Cooperation Agreement. Employers are bound through the Service Agreement and the Employer's Undertaking (UW-F-06).

2.3. Where conduct required by this Policy lies with a Recruitment Partner or an Employer, the Company's obligation is to bind that party by contract, to verify performance, to act on any breach under Part IV and, where the breach is not remedied, to end the relationship.

2.4. This Policy does not by itself change, terminate or add to any agreement between the Company and an Employer, a Recruitment Partner or any other person. A rule of this Policy that is to bind an Employer or a Recruitment Partner binds that party only once it has been written into an agreement or an undertaking that

the party has signed. An agreement in force on the day this Policy enters into force continues on its own terms, as provided in clause 31.4.

3. Definitions

3.1. In this Policy:

Applicable Law means the law of Ukraine, the law of the Candidate's country of origin and of any country of transit, and the international agreements binding on those States, so far as they govern the recruitment, migration and employment of the Worker.

Candidate means a person who has applied, or has been approached, for a vacancy handled by the Company, whether or not the person is later employed.

Company means each of the legal entities named in the document control table, acting under the trade name Ukraine Works.

Cooperation Agreement means the written agreement under which an agency in a country of origin recruits Candidates for vacancies handled by the Company.

Cost Disclosure Statement means the itemised statement of all costs of the Recruitment given to the Candidate on form UW-F-02.

Director means, for each entity named in the document control table, the director of that entity. For the purposes of the IRIS Standard the Director is the top management of the Company.

Employer means the legal entity or individual entrepreneur in Ukraine for which the Company recruits and which concludes, or is to conclude, the Employment Contract with the Worker.

Employer Pays Principle means the principle, stated by the Leadership Group for Responsible Recruitment (Institute for Human Rights and Business), that no worker should pay for a job and that the costs of recruitment should be borne not by the worker but by the employer.

Employment Contract means the written employment contract between the Employer and the Worker.

Ethical Recruitment Officer means the person appointed under clause 22.2. Each entity appoints the officer by its own order; the same person may be appointed by both.

Grievance has the meaning given in clause 2 of the Grievance and Remedy Procedure (UW-PRO-01): any complaint, concern or report about the conduct of the Company, a Recruitment Partner, a Sub-agent or an Employer in connection with Recruitment or with the employment of a Worker. An **Urgent Grievance** is a Grievance that discloses a matter listed in clause 10.2 of that Procedure.

ILO Definition means the Definition of Recruitment Fees and Related Costs adopted by the International Labour Organization and published with the General Principles and Operational Guidelines for Fair Recruitment (2019).

ILO General Principles means the General Principles and Operational Guidelines for Fair Recruitment of the International Labour Organization (2016).

Informed Consent means a free and voluntary decision of the Candidate or Worker, given for a stated purpose after the person has received, in a language the person understands, the information needed to make it.

IRIS Standard means the IRIS Standard of the International Organization for Migration, Version 1.2 (2019).

Job order means the Employer's written request to the Company to recruit for a vacancy, made in Parts A and B of form UW-F-13.

Offer means the written offer of employment on form UW-F-13, issued to a Candidate by the Employer or by the Company on the Employer's behalf, that states the terms listed in clause 15.1. An Offer is accepted on the date on which the Candidate signs and dates it.

Personal Documents means a passport or other identity document, a temporary residence permit, a visa, a certificate of education or qualification, a driving licence, the person's copy of any contract and of the work permit, and any bank card, bank book or document of title to property.

Personnel means the Director, the employees of the Company and every individual who performs recruitment work for the Company under a civil-law contract.

Recruitment has the meaning given in the ILO General Principles: advertising, information dissemination, selection, transport, placement into employment and, for migrant workers, return to the country of origin where applicable.

Recruitment Fees and Related Costs have the meanings given in paragraphs 6 and 9 to 12 of the ILO Definition: any fees or costs incurred in the recruitment process in order for workers to secure employment or placement, regardless of the manner, timing or location of their imposition or collection. Annex B itemises them.

Recruitment Partner means an agency in a country of origin that is, or is to become, party to a Cooperation Agreement.

Service Agreement means the written agreement between the Company and an Employer for the provision of recruitment services.

Sub-agent means any person or entity, formal or informal, that finds Candidates for a Recruitment Partner, refers Candidates to it or handles their applications or documents on its behalf, and is neither the Recruitment Partner nor its employee.

Worker means a Candidate who has accepted an Offer, from the acceptance until the end of the employment and, where the Worker returns to the country of origin, until the return is completed.

Working day means any day other than a Saturday, a Sunday or a day that is a non-working day under the legislation of Ukraine. For a period that a Recruitment Partner must observe, "working day" has the meaning given in clause 2.2 of the Code of Conduct for Recruitment Partners.

3.2. "Including" means "including without limitation". A reference to a law is a reference to that law as amended. Headings are for reference only.

3.3. In the terms of the IRIS Standard: a Candidate is a jobseeker and a Worker is a migrant worker; a Recruitment Partner is a recruitment business partner; a Sub-agent is a sub-agent or a subcontractor; an enterprise to which a Worker is assigned under clause 5.13 is an end-user employer; a job order is the employer's job placement request; the Recruitment Service Terms (UW-F-01) are the service agreement with the jobseeker; and the Service Agreement and the Cooperation Agreement are the service agreements with employers and with recruitment business partners.

4. Normative framework, document system and order of precedence

4.1. The Company carries out Recruitment in accordance with the legislation listed in sections A and B of Annex A, so far as that legislation applies to it. This Policy is drawn up by reference to the international instruments, standards and guidance listed in sections C and D of that Annex; their listing is not a statement that the Company's practice conforms to each of them (clauses 1.4, 11.6 and 11.7).

4.2. Where Applicable Law and this Policy set different levels of protection for the Candidate or Worker, the Company applies the provision that gives the greater protection, unless a mandatory rule of law prevents it. Where an instrument or standard listed in section C or D of Annex A sets a higher level of protection than this Policy, the Ethical Recruitment Officer records the difference in the review under clause 26.2 and the Director decides at the management review whether, and from what date, this Policy is amended. This clause does not displace clause 11.6.

4.3. A rule of the country of origin that allows a recruitment agency to charge a worker does not displace clause 11. This applies in particular to rule 25 of the Emigration Rules, 1983 (India) and section 24 of the Foreign Employment Act, 2064 (2007) (Nepal).

4.4. The following documents are made under this Policy and are applied together with it: the Code of Conduct for Recruitment Partners (UW-COD-01); the Grievance and Remedy Procedure (UW-PRO-01); the Privacy Notice for Candidates and Workers (UW-NOT-01); the forms listed in the Register of Controlled Forms (UW-F-01 to UW-F-14); the registers listed in clause 25.1; the Complaints Leaflet (UW-LFT-01) published under clause 1.3 of the Grievance and Remedy Procedure; the plain-language summary of the Privacy Notice; the pre-departure orientation material (clause 16.2); and the training material (clauses 24.1 and 24.2). The leaflet, the summary and the material are used only in the version approved by order of the Director.

4.5. Where a document listed in clause 4.4 conflicts with this Policy, the Personnel apply this Policy. A Candidate or Worker keeps the benefit of a more favourable term stated in a document given to that person. As between the Company and a Recruitment Partner, the Code of Conduct for Recruitment Partners applies as agreed, and a conflict between it and this Policy is dealt with under clause 4.6.

4.6. Where a Service Agreement or a Cooperation Agreement conflicts with this Policy, the Company applies the provision that gives the greater protection to the Candidate or Worker and brings the agreement into conformity under clause 31.4 or 31.5.

4.7. No member of the Personnel may authorise a departure from clause 5.12, 6, 7, 11.1, 12.1, 13.1 or 19.3. Any other departure from this Policy requires the prior written decision of the Director, which is recorded with reasons in the Risk and Corrective Action Register (R-08) and is permitted only where it does not reduce the protection of a Candidate or Worker.

Part II. Rules of recruitment

5. Compliance with law; authorisation to operate

5.1. LLC «UKRAINE WORKS CONSULTING» is entered in the List of business entities that provide employment intermediary services and of business entities that hire workers for subsequent work in Ukraine for other employers, kept under Article 36(3) of the Law of Ukraine "On Employment of the Population" and Resolution of the Cabinet of Ministers of Ukraine No. 400 of 5 June 2013. LLC «UKRAINE WORKS CONSULTING» keeps that entry valid and submits the reports required by Article 36(4) of that Law.

5.2. The Company works only with Recruitment Partners that hold, and keep in good standing, the authorisation required in their own country: in India, a registration certificate under section 10 of the Emigration Act, 1983; in Nepal, a licence under sections 10 and 11 of the Foreign Employment Act, 2064 (2007).

5.3. Neither the Company nor a Recruitment Partner arranges or confirms the departure of a Worker until every clearance, approval or permit that the law of the country of origin requires for that Worker has been obtained, including, where that law so requires, emigration clearance under section 22 of the Emigration Act, 1983 (India) and labour approval under section 19 of the Foreign Employment Act, 2064 (2007) (Nepal).

5.4. The Company arranges employment in Ukraine only on the basis of a work permit issued to the Employer under Articles 42 to 42-10 of the Law of Ukraine "On Employment of the Population", a long-stay visa issued under Resolution of the Cabinet of Ministers of Ukraine No. 118 of 1 March 2017, and a temporary residence permit issued under Resolution of the Cabinet of Ministers of Ukraine No. 322 of 25 April 2018.

5.5. In accordance with Article 36(4) of the Law of Ukraine "On Employment of the Population", the Company gives every Candidate full and truthful information about the vacancy, the requirements for the job, the conditions of work and the pay.

5.6. In accordance with Article 36(5) of that Law, the Company does not:

- (a) knowingly recruit for work that involves unacceptable hazards and risks, or in which the Worker may become a victim of abuse or discrimination;
- (b) hinder an Employer from hiring a Worker directly, restrict a Worker's occupational mobility, or impose a sanction on a Worker who has accepted work with another employer;
- (c) supply Workers to replace employees of an Employer who are on strike or are taking other collective action.

5.7. The Ethical Recruitment Officer keeps a record of every decision of a court or a public authority made against the Company in connection with Recruitment. Once every twelve months the officer searches the Unified State Register of Court Decisions for each entity named in the document control table and files the dated result, together with the Director's written declaration that no such decision exists or a list of those that do, with the Management Review Minutes (R-10). The Company discloses the record, on request, to an Employer, a Recruitment Partner or an auditor.

5.8. Employment intermediary services within the meaning of Article 36 of the Law of Ukraine "On Employment of the Population" are provided, and Service Agreements and Cooperation Agreements are concluded, by LLC «UKRAINE WORKS CONSULTING» alone. LLC «UKRAINE WORKS» applies this Policy to any work it performs in support of a Recruitment and does not itself provide employment intermediary services unless and until it is entered in the List. The Ethical Recruitment Officer keeps the current extract from the List and a copy of each report filed under Article 36(4), and verifies the entry at each check under clause 26.1.

5.9. The Company does not recruit in a country of origin while the competent authority of that country does not issue, or has suspended, a clearance, approval or permit that its law requires for employment in Ukraine. The Ethical Recruitment Officer verifies the position at each due diligence under clause 21.1 and records the result on form UW-F-08, and verifies it again before each job order is placed with a Recruitment Partner and records the date and the result in the Roster of Recruitment Partners and approved Sub-agents (R-01).

5.10. The Company recruits only for a legally recognised employment relationship between the Worker and an identifiable Employer in Ukraine, evidenced by a written Employment Contract (operational guideline 24.2 of the ILO General Principles).

5.11. Where an international agreement between Ukraine and the country of origin governs the migration of workers, the Company applies that agreement to the Recruitment (operational guideline 23 of the ILO General Principles).

5.12. The Company recruits for civilian employment only. It does not recruit for service in the armed forces or in any other military formation and does not accept a job order under which a Worker would take part in hostilities. The Employer confirms this in Part B of form UW-F-13.

5.13. Where an Employer is to assign a Worker to work for another enterprise, the Company accepts the job order only if two conditions are met. First, the legislation of Ukraine allows the assignment. Second, the Offer and the Employment Contract name that enterprise and the place of work, and state which of the two, the Employer or that enterprise, is responsible for wages, for working time, for occupational safety and for accommodation (operational guideline 25 of the ILO General Principles). Before an Offer is issued, the Ethical Recruitment Officer completes form UW-F-07 for that enterprise, obtains its signature on the Employer's Undertaking (UW-F-06) and records in the review note under clause 15.13 the provision of the legislation of Ukraine that allows the assignment. Clauses 17 and 20.2 apply to that enterprise and to its workplace as they apply to the Employer.

6. Forced labour and trafficking in persons

6.1. The Company does not use, arrange or benefit from forced or compulsory labour or trafficking in persons, and does not knowingly begin or continue to work with any person or entity that does. Forced or compulsory labour has the meaning given in Article 2(1) of the ILO Forced Labour Convention, 1930 (No. 29): all work or service which is exacted from any person under the menace of any penalty and for which the said person has not offered himself voluntarily. The use of forced labour is prohibited by Article 43 of the Constitution of Ukraine; trafficking in persons is an offence under Article 149 of the Criminal Code of Ukraine.

6.2. The Company applies the eleven ILO Indicators of Forced Labour (abuse of vulnerability; deception; restriction of movement; isolation; physical and sexual violence; intimidation and threats; retention of identity documents; withholding of wages; debt bondage; abusive working and living conditions; excessive overtime) as a test at four points, and the Ethical Recruitment Officer records the result each time: at each due diligence on

an Employer (line 13 of form UW-F-07); at each due diligence on a Recruitment Partner (line 17 of form UW-F-08); at the pre-departure contact under clause 16.4 (Part D of form UW-F-04); and at each post-arrival contact under clause 16.5 (form UW-F-09).

6.3. Where an indicator is found, the Ethical Recruitment Officer treats the matter as an Urgent Grievance under the Grievance and Remedy Procedure, whether or not a complaint has been made.

6.4. No Worker is placed, and no further Candidate is presented, in the Recruitment concerned until the Director has recorded in the Risk and Corrective Action Register (R-08), with reasons, that the indicator is not present or has been removed.

6.5. Where a Grievance, a check or a contact with a Candidate or Worker discloses signs of a criminal offence, the Ethical Recruitment Officer tells the person concerned how to reach the police and the other bodies listed in Annex 2 to the Grievance and Remedy Procedure for the country in which the person is, including in Ukraine the National Police and the Government hotline on combating trafficking in human beings. The officer does so not later than the working day after the finding or, in the case of an Urgent Grievance, within the period in clause 10.3 of that Procedure, and records it in the Grievance Register (R-04). The Company reports the matter to the law-enforcement authorities where the law requires a report or the person consents to one. Before a report is made, the officer applies the interim measures in clause 10.4 of that Procedure that the person's safety requires.

7. Minimum age

7.1. The Company does not recruit a person who is under 21 years of age on the day the person's profile is presented to an Employer. This limit is stricter than the minimum of 18 years set by criterion A.3 of the IRIS Standard and by section 7 of the Foreign Employment Act, 2064 (2007) of Nepal.

7.2. The Recruitment Partner verifies the Candidate's age against the original passport at registration, after the Candidate has signed forms UW-F-01 and UW-F-11, and keeps a copy of the data page. The Ethical Recruitment Officer verifies the age a second time against that copy before the profile is presented to an Employer and records the date of the check in the Index of Candidate and Worker Files (R-03).

7.3. Where a Candidate aged 18 to 20 is found, before departure, to have been put forward, the Company stops the Recruitment of that Candidate on the day of the finding and records a nonconformity under clause 27.

7.4. The Ethical Recruitment Officer gives the Recruitment Partner written notice of the finding on the day it is made and enters the case in the Reimbursement Register (R-05). The Company requires the Recruitment Partner to reimburse that Candidate, within 30 calendar days of that notice, for every sum the Candidate paid in connection with the Recruitment (clause 21.1 of the Code of Conduct for Recruitment Partners). Clause 11.11(b), (d) and (e) apply.

7.5. Where the finding is made after the Worker has departed, the employment is not disturbed on the ground of age, and the Company records the nonconformity against the Recruitment Partner under clause 27.

7.6. Where a person under 18 is found to have been recruited, the Company, on the day of the finding:

(a) stops the Recruitment of that person or, if the person is already in Ukraine, requires the Employer to remove the person from work without loss of pay due;

(b) informs the person's parent or guardian;

(c) suspends the Recruitment Partner concerned pending investigation;

(d) informs the competent authorities where the law requires it.

7.7. The Company arranges the safe return of that person at no cost to the person and begins the arrangements not later than the working day after the finding. The return is safe when the person has travelled to the parent or guardian informed under clause 7.6(b) and that parent or guardian has confirmed the arrival to the Ethical Recruitment Officer, who records the confirmation in the Risk and Corrective Action Register (R-08). The Company advances the cost of the return and recovers it from the party responsible for the breach.

8. Freedom of association and labour disputes

8.1. The Company does not discriminate against a Candidate or Worker, and does not retaliate against one, because the person is, was or intends to become a member of a trade union, or supports or takes part in a trade union or in collective bargaining.

8.2. No agreement or form that a Candidate or Worker signs with the Company or a Recruitment Partner prohibits or discourages joining or forming a trade union or bargaining collectively.

8.3. Before accepting a job order the Company obtains the Employer's written confirmation that no strike and no collective labour dispute is in progress at the workplace concerned, and searches publicly available sources for reports of a strike or dispute at that workplace. The Company does not accept a job order whose purpose or effect is to replace employees who are on strike (Article 36(5) of the Law of Ukraine "On Employment of the Population"; criterion A.5 of the IRIS Standard).

9. Equality of treatment and non-discrimination

9.1. Candidates are assessed on skills, qualifications, experience and the requirements inherent in the job and, subject to clause 7, on no other ground.

9.2. Subject to clauses 9.3 and 9.4 and to any requirement of Applicable Law, the Company makes no distinction, exclusion or preference on the ground of race, colour, ethnicity, caste, national or social origin, nationality, sex, gender identity, sexual orientation, age, religion or belief, political opinion, trade union membership, disability, state of health, suspected or actual HIV status, pregnancy, marital or family status, family responsibilities, property status, place of residence, language or any other status unrelated to the nature of the work (Article 2-1 of the Labour Code of Ukraine; the Law of Ukraine "On Principles of Preventing and Combating Discrimination in Ukraine"; criterion A.6 of the IRIS Standard).

9.3. The minimum age in clause 7 applies to every Candidate without exception. The Company applies it on grounds that it considers to meet the test in Article 1 of the Law of Ukraine "On Principles of Preventing and Combating Discrimination in Ukraine", namely a legitimate, objectively justified aim pursued by appropriate and necessary means. The aim is the protection of persons who are asked to consent to work in a State under the legal regime of martial law, far from their family and home State. The means is one age threshold, applied to every Candidate alike and verified from the passport, which the Company regards as appropriate and necessary for that aim for as long as that legal regime is in force. The Director reviews this justification at each management review under clause 26.3 and records whether the requirement is maintained.

9.4. The Company accepts in a job order a requirement as to age, education, state of health or sex only where a law establishes it or it is inherent in the particular kind of work, as Article 2-1 of the Labour Code of Ukraine allows.

9.5. The Company does not accept a job order that contains a requirement contrary to clauses 9.2 to 9.4. The Ethical Recruitment Officer asks the Employer in writing to remove the requirement or to restate it as clause 9.4 allows and, if the Employer declines, refuses the job order and keeps the correspondence with form UW-F-07.

9.6. Neither the Company nor a Recruitment Partner requires a pregnancy test or an HIV test at any stage. A medical examination is requested only where Applicable Law or the nature of the work requires it; the result is used for that purpose only and is handled as provided in the Privacy Notice (UW-NOT-01).

9.7. The Company recruits to meet an Employer's established need for labour. It does not accept a job order whose purpose or effect is to displace the Employer's existing workforce or to lower the wages or working conditions of that workforce (general principle 2 of the ILO General Principles). The Employer confirms in Part B of form UW-F-13 that the vacancy does not replace an employee who has been dismissed in order to be replaced.

9.8. The Company verifies, before an Offer is issued, that the wage and the other terms offered to the Worker are not less favourable than those which the Employer applies to its employees in Ukraine who perform the same work, and are not below the minimum established by the legislation of Ukraine (Article 26 of the

Constitution of Ukraine; Article 2-1 of the Labour Code of Ukraine). The Employer confirms this in Part B of form UW-F-13.

10. Dignity; harassment and coercion

10.1. The Company treats every Candidate and Worker with dignity and respect. It prohibits threats, violence, verbal abuse, sexual harassment, humiliation and any other form of harassment, coercion or degrading or inhuman treatment in Recruitment, by whomever committed. Each Recruitment Partner is bound to the same rule by clause 4.6 of the Code of Conduct for Recruitment Partners and each Employer by point 14 of the Employer's Undertaking.

10.2. The Company does not obtain a Candidate's agreement to anything by deception, by pressure or by exploiting the Candidate's debts, family circumstances or lack of information.

10.3. Conduct that constitutes mobbing (harassment at work) within the meaning of Article 2-2 of the Labour Code of Ukraine, where committed by an Employer against a Worker, is handled as a Grievance against the Employer.

11. Recruitment Fees and Related Costs

11.1. The Company does not charge, collect or accept from a Candidate or Worker, directly or indirectly, in whole or in part, any Recruitment Fee. Under Article 37(2) of the Law of Ukraine "On Employment of the Population" an employment intermediary is prohibited from receiving fees, commission or other remuneration from the individuals (in the words of the Law, "citizens") to whom it provides its services, and those services are paid for exclusively by the employer. The Company applies that prohibition, and the duty in clause 5.5, to every Candidate and Worker whatever the person's nationality.

11.2. The prohibition in clause 11.1 applies equally to every Recruitment Partner and to anyone acting for it, wherever and however the Candidate is recruited, and whether or not local law allows a charge.

11.3. The Company adopts the ILO Definition. Annex B itemises Recruitment Fees and Related Costs, names the party to which each item is allocated and identifies the evidence of payment that the Company keeps. The list is not exhaustive (paragraph 13 of the ILO Definition): a cost of the Recruitment that Annex B does not list is borne by the Employer and is never entered against the Worker in the Cost Disclosure Statement.

11.4. Subject to clause 11.6, Related Costs are allocated to the Employer as set out in Annex B. The Company itself does not charge, collect or accept a Related Cost from a Candidate or Worker in any case: an item that a Worker bears under clause 11.6 is paid to the provider (clause 11.6(c)).

11.5. Neither the Company nor a Recruitment Partner nor an Employer charges a Candidate or Worker a cost that is extra-contractual, undisclosed, inflated or illicit (paragraph 15 of the ILO Definition). Such costs include bribes, tributes, extortion or kickback payments, bonds, illicit cost-recovery fees and collateral required by any party to the Recruitment. None of them can be an item under clause 11.6, and a sum so paid is repaid under clause 11.11.

11.6. Transitional rule. Until the Service Agreement in force for a vacancy places on the Employer an item marked with an asterisk in Annex B, the Worker may bear that item only if all of the following conditions are met:

(a) the item, its amount and the payee are set out in the Cost Disclosure Statement, which is given to the Candidate together with the Offer and not less than two full days before the Candidate signs the Offer;

(b) the amount is the actual cost charged by the provider, without any addition;

(c) the payment is made to the provider and never to the Company; where a Recruitment Partner pays the provider on the Candidate's behalf, it recovers only the amount shown on the provider's receipt and passes that receipt to the Candidate;

(d) the charge is lawful in the country in which it is made;

(e) no item is added, and no amount is increased, after the Offer has been accepted, except a change in an official tariff, which is notified to the Worker in writing before payment;

(f) an item that falls due before the Offer is given is notified to the Candidate in writing by the Recruitment Partner, with its amount and the payee, before the Candidate incurs it; paragraph (a) applies to that item when the Offer is given.

11.7. An item borne by a Worker under clause 11.6 remains a Related Cost within the ILO Definition. For each Worker who bears an item under clause 11.6, the Ethical Recruitment Officer verifies conditions (a) to (f) of that clause from the Cost Disclosure Statement, the receipts and Part C of form UW-F-04, not later than the contact under clause 16.4, and records the result in the Risk and Corrective Action Register (R-08). A condition that is not met is a nonconformity under clause 27, and the remedy recorded under clause 27.2 includes repayment to the Worker of the amount borne in breach of the condition. The review under clause 26.2 reports criterion 1.2 of the IRIS Standard, in particular indicator 1.2.1, and general principle 7 and operational guideline 17 of the ILO General Principles as not met for each Worker concerned. The same review reports criterion 1.3 and indicator 1.1.2 of the IRIS Standard as not met for as long as clause 11.6 is applied, because the statements made under clause 11.10 are limited to Recruitment Fees.

11.8. At each management review under clause 26.3 the Director:

(a) records, for each item marked with an asterisk in Annex B, the number of Workers who bore it, the total sum borne in the period and the average sum borne by a Worker. For all those items together the Director also records the average total borne by a Worker as a proportion of the monthly wage stated in the Employment Contract; this follows the measure in indicator 10.7.1 of the Sustainable Development Goals (recruitment cost borne by an employee as a proportion of monthly income earned in the country of destination);

(b) records, for each such item, the Service Agreements that already place it on the Employer and the steps taken towards the date in clause 11.13;

(c) enters the figures and the record under paragraph (b) in the Management Review Minutes (R-10).

11.9. For each Worker the Company keeps: documentary evidence of who paid each item in Annex B (invoice, receipt or bank record); the signed Cost Disclosure Statement; and the Worker's Pre-Departure Declaration (UW-F-04), Part C of which is the Worker's own list of every payment made in connection with the Recruitment.

11.10. Every advertisement of a vacancy, the Company's website, each Offer and the Recruitment Service Terms (UW-F-01) state that neither the Company nor its Recruitment Partners charge a fee for recruitment, that every cost the Candidate will bear is disclosed in writing before the Candidate's application is presented to an Employer, and how to report a demand for payment.

11.11. Where a Candidate or Worker is found to have paid, to any person in the Recruitment, a sum prohibited by this clause or by clause 12:

(a) the Ethical Recruitment Officer records the finding in the Reimbursement Register (R-05) and notifies the recipient in writing on the same day; the Company requires the recipient to repay the sum in full to the person who paid it within 30 calendar days of that notice;

(b) repayment is not refused for want of a receipt where the information gathered makes it more likely than not that the payment was made (clause 12.3 of the Grievance and Remedy Procedure);

(c) where the recipient is a member of the Personnel, the Company itself repays the sum within the same period;

(d) the Ethical Recruitment Officer follows the repayment until the person confirms in writing that the money has been received or until the Director records in the Reimbursement Register (R-05), with reasons, that the means available to the Company under the agreement concerned are exhausted.

11.12. Where, after an Offer has been accepted, a Recruitment does not lead to employment for a reason not attributable to the Worker, including withdrawal of the vacancy by the Employer, refusal or withdrawal of the work permit, or a change notified under clause 17.7 after which the Worker declines to depart, the Company requires the Employer, by the Service Agreement and the Employer's Undertaking, to reimburse the Worker for every item that the Worker bore under clause 11.6 within 30 calendar days of the Company's written demand.

The Ethical Recruitment Officer sends the demand within 2 working days of the day on which the Company learns of the case and records the case in the Reimbursement Register (R-05). Clause 11.11(b) and (d) apply. Where the Worker has already travelled to Ukraine, the case is also treated as one within clause 14.8(b).

11.13. From 1 July 2027 the Company accepts no job order, and issues no Offer, that leaves on the Worker an item marked with an asterisk in Annex B. From that date clause 11.6 applies only to an Offer accepted before it.

12. Deposits, loans, advances and deductions from wages

12.1. Neither the Company nor a Recruitment Partner nor an Employer requires or accepts from a Candidate, a Worker or a member of their family any deposit, bond, guarantee, promissory note or other security.

12.2. Neither the Company nor a Recruitment Partner lends money to a Candidate or arranges a loan for a Candidate. Neither refers a Candidate to a particular lender, clinic, training centre or travel agent in return for a payment or other benefit.

12.3. The Company accepts an advance made by an Employer to a Worker only where all of the following conditions are met:

(a) the advance bears no interest and no charge;

(b) its amount and the terms of repayment are stated in the Cost Disclosure Statement before the Offer is accepted and are repeated in the Employment Contract;

(c) it does not exceed the documented cost paid on the Worker's behalf;

(d) repayment is made by deduction from wages only in a case provided by Article 127 of the Labour Code of Ukraine and Article 26 of the Law of Ukraine "On Remuneration of Labour";

(e) the total of all deductions at each payment of wages does not exceed 20 per cent of the wages payable (Article 128 of the Labour Code of Ukraine);

(f) where Article 127 does not allow the deduction, the Worker repays only by the Worker's own payment, in the instalments stated in the Cost Disclosure Statement.

12.4. No Recruitment Fee, and no Related Cost that Annex B or the Cost Disclosure Statement allocates to the Employer, the Company or the Recruitment Partner, is recovered from a Worker by deduction from wages or benefits or in any other way (paragraph 7 of the ILO Definition). An advance under clause 12.3 is made only for an item that the Worker bears under clause 11.6.

12.5. An outstanding advance does not limit the Worker's right to end the employment, to leave the workplace or to leave Ukraine.

12.6. The Company requires the Employer, by the Employer's Undertaking, to pay wages in full and on time, to the Worker in person or to the Worker's own bank account, and not less often than Article 115 of the Labour Code of Ukraine requires, and to give the Worker with each payment a written statement of the pay, of each deduction and of the amount payable (Article 110 of that Code). The Ethical Recruitment Officer asks about payment and deductions at each contact under clause 16.5 and treats wages withheld as an indicator under clause 6.2.

13. Personal Documents

13.1. Neither the Company nor a Recruitment Partner nor an Employer withholds, keeps for safekeeping, destroys or confiscates a Candidate's or Worker's Personal Documents. The Worker's consent does not make such keeping permissible.

13.2. The Company and its Recruitment Partners use copies of Personal Documents for every purpose for which a public authority does not require the original.

13.3. An original Personal Document passes out of the holder's hands only where a consulate, a visa centre or another public authority requires the original in order to decide an application. Where the procedure allows it, the Candidate submits the document in person.

13.4. Where the Candidate does not submit the document in person and the procedure permits submission through a representative, the Recruitment Partner delivers the document only:

- (a) with the Candidate's prior Informed Consent, given in writing on the Document Handover Record (UW-F-05);
- (b) for the single application named in that record;
- (c) against an entry in the Recruitment Partner's document log that states the purpose, the date of handover, where the document is held and the date of its return;
- (d) after giving the Candidate a copy of the document and of the record.

13.5. The Recruitment Partner sends the Company a scan of the Document Handover Record within 2 working days of the handover and again within 2 working days of the return, and the Ethical Recruitment Officer enters both in the Document Handover Log (R-06).

13.6. The Recruitment Partner returns the document to the Candidate on the day on which it collects the document from the authority or, where the Candidate is not present on that day, hands it over or dispatches it by tracked delivery not later than the next working day. No condition is attached to the return and nothing is charged for it.

13.7. The Candidate may at any time ask where the document is and require its return. The Recruitment Partner answers on the same working day, applies to the authority for release of the document not later than the next working day, and returns the document under clause 13.6. Where the Recruitment Partner itself holds the document, it returns it on the same working day.

13.8. Each Worker carries his or her own Personal Documents throughout the journey and during the employment. The Worker confirms this in statement 8 of form UW-F-04 before departure and in answer to question 3 of form UW-F-09 at each contact under clause 16.5. In Ukraine the Worker presents Personal Documents to public authorities in person.

13.9. Neither the Company nor a Recruitment Partner nor an Employer requests or holds a bank card, a bank book, a PIN code or a document of title to property of a Candidate, a Worker or a member of their family. Where the Company or the Employer helps a Worker to open a bank account in Ukraine, the Worker receives the card and the PIN code from the bank in person.

14. Freedom of movement, termination of employment and return

14.1. The Company does not restrict the movement of a Candidate or Worker. It requires every Employer, by the Employer's Undertaking, not to restrict the Worker's freedom to leave the workplace and the accommodation outside working hours, to keep and use a telephone and to communicate with any person.

14.2. Restrictions of general application under the law of Ukraine, including a curfew imposed under the legal regime of martial law, apply to Workers as they apply to every person in the territory concerned.

14.3. No Offer is issued unless the draft Employment Contract defines the Worker's working hours, rest periods and days off within the limits of the labour legislation of Ukraine. The Ethical Recruitment Officer makes this check as part of the verification under clause 15.5.

14.4. No document that a Candidate or Worker signs with the Company or a Recruitment Partner prevents the Worker from ending the employment. The Worker may terminate the Employment Contract in accordance with Articles 38 and 39 of the Labour Code of Ukraine, and needs no permission from the Company, from a Recruitment Partner or from the Employer to end the employment in accordance with those Articles, to take other employment or to leave Ukraine (general principle 12 and operational guideline 31 of the ILO General Principles). The Company requires every Employer to accept this by the Employer's Undertaking.

14.5. The Company verifies that the Employment Contract states the grounds and the procedure for termination by the Employer, including the period of notice where the law requires one, and the Worker's right to challenge a termination before a court under Article 233 of the Labour Code of Ukraine. The Ethical Recruitment Officer records the check as provided in clause 15.13. The Company does not accept a job order where the draft contract lacks these terms.

14.6. The Recruitment Partner explains to each Worker at the pre-departure orientation (topic 12 of form UW-F-03) that the work permit and the temporary residence permit are tied to the Employer, and what the end of the employment means for the right to stay in Ukraine. Neither the Company nor a Recruitment Partner nor an Employer uses that information to deter a Worker from ending the employment or from making a Grievance.

14.7. The Cost Disclosure Statement and the Employment Contract state who bears the cost of the Worker's return journey on completion of the contract, on termination by the Employer and on termination by the Worker. The Company does not accept a job order that leaves this undetermined.

14.8. The Company requires the Employer, by the Employer's Undertaking, to bear the cost of the Worker's return to the country of origin where:

- (a) the Worker has been subjected to forced labour, trafficking in persons or violence;
- (b) the employment ends because of the Employer's breach of the Employment Contract or of the labour legislation of Ukraine;
- (c) the work permit is withdrawn under Article 42-10 of the Law of Ukraine "On Employment of the Population" for a reason attributable to the Employer;
- (d) the Worker dies during the employment, in which case the Employer bears the cost of repatriating the remains and the Worker's personal effects.

14.9. The Ethical Recruitment Officer sends the Employer a written demand to arrange the return not later than the working day after the Company learns of a case within clause 14.8. Where the Employer has not arranged the return within 5 working days of the demand, the Director decides not later than the next working day, and records in the Risk and Corrective Action Register (R-08), the measures the Company takes to enable the Worker to return, and the Company claims the cost from the Employer.

14.10. The Company requires the Employer, by the Employer's Undertaking, to guarantee each Worker work for not less than 90 calendar days from the day on which the Worker actually starts work.

15. Transparency of terms and conditions; the Employment Contract

15.1. The Company accepts a job order only in writing, on form UW-F-13, and only where it states: the name and address of the Employer; the position and job description; the place of work; the start date and duration of the contract; wages, the frequency and method of payment, all lawful deductions, and any trade union or other statutory dues payable by the Worker; working hours, days of rest and overtime rates; annual and other leave; accommodation, meals and transport; benefits; the arrangements for travel to Ukraine and for return; and the conditions of termination.

15.2. The advertisement, the Offer and the Employment Contract contain the same terms as the job order. A difference to the Worker's detriment is a nonconformity under clause 27.

15.3. Each Candidate receives from the Recruitment Partner, free of charge and before any personal data are collected, the Recruitment Service Terms (UW-F-01) in a language the Candidate understands. The Recruitment Service Terms are the service agreement between the Company and the Candidate: the Candidate and the Recruitment Partner, for itself and for the Company, sign them, and the Candidate keeps a copy.

15.4. The Employment Contract is concluded in writing (Article 24 of the Labour Code of Ukraine) and in the State language; in accordance with Article 20(2) of the Law of Ukraine "On Ensuring the Functioning of the Ukrainian Language as the State Language" the parties may use a translation. The Worker receives the full text in a language the Worker understands.

15.5. The Company verifies, before the Offer is issued, that the draft Employment Contract contains at least the particulars listed in criterion 3.1 of the IRIS Standard, which are the particulars listed in clause 15.1.

15.6. The Recruitment Partner gives the Candidate the Offer, with the text of the Employment Contract and its translation attached, together with the Cost Disclosure Statement and the Security Information Sheet (UW-F-14), not less than two full days before the Candidate signs the Offer. The Recruitment Partner explains the

contract orally in the Candidate's language, answers the Candidate's questions and records on form UW-F-03 the date, the manner and the language in which the contract was given and explained.

15.7. No Candidate or Worker is asked to sign a blank or incomplete document.

15.8. The reference text of the contract is the text attached to the Offer. The draft certified by the Employer and filed with the application for the work permit under Article 42-2 of the Law of Ukraine "On Employment of the Population" must be identical to it (point 5 of the Employer's Undertaking). Before the Offer is issued, the Ethical Recruitment Officer compares the advertisement and the job order with the Offer and with the text of the Employment Contract attached to it, and the Offer is not issued until every difference to the Candidate's detriment has been removed. The officer compares the draft filed with the application for the work permit, and the signed contract, with those documents within 5 working days of receiving each, and treats any difference to the Worker's detriment as contract substitution. The date and the result of each comparison are recorded in the Index of Candidate and Worker Files (R-03). Where the law of the country of origin requires a contract to be signed before departure, that contract is compared in the same way. A copy of the advertisement is kept in the Worker's file.

15.9. After the Offer has been accepted, a term of the Employment Contract is changed only to improve the Worker's conditions or where a law requires the change, and only with the Worker's prior Informed Consent in writing. The Ethical Recruitment Officer keeps a copy of each signed amendment in the Worker's file and records its date in the Index of Candidate and Worker Files (R-03).

15.10. The Worker keeps a signed copy of the Employment Contract. The Company keeps a copy of the signed Employment Contract in the Worker's file.

15.11. The Company makes no promise to a Candidate that is not contained in the Employment Contract and does not present employment in Ukraine as a route to residence or employment in another State.

15.12. The Candidate accepts the terms of employment by signing and dating the Offer before departure. The Candidate signs the Offer not earlier than two full days after receiving it with the text of the Employment Contract and its translation, and after the contract has been explained under clause 15.6. The Recruitment Partner sends the Company a scan of the signed Offer within 2 working days. Where the Employment Contract is executed in Ukraine, it is executed in the text attached to the Offer.

15.13. For each job order the Ethical Recruitment Officer records the checks under clauses 5.13, 8.3, 9.4, 9.5, 9.7, 9.8, 14.5, 14.7, 15.5, 15.8, 17.8 and 20.5, and the decision to accept or to refuse the job order, in a dated and signed review note attached to form UW-F-13. No Offer is issued under a job order before the note is signed.

15.14. Before a Candidate's application is presented to an Employer, the Recruitment Partner gives the Candidate a copy of Part A of the job order (UW-F-13) and a Cost Disclosure Statement for the vacancy marked "preliminary", which shows every item the Candidate will bear under clause 11.6 with its expected amount and payee, and explains both in a language the Candidate understands. The application is presented only after the Candidate has signed and dated the preliminary statement on receipt; the Recruitment Partner sends the Company a scan of it on the same day. Where the Cost Disclosure Statement given with the Offer adds an item or shows a higher amount, the Recruitment Partner explains the reason to the Candidate in writing when the Offer is given, and the Candidate may withdraw without any charge.

16. Pre-departure orientation and contact after arrival

16.1. Every Worker receives pre-departure orientation before leaving the country of origin. Neither the Company nor a Recruitment Partner arranges or confirms a Worker's departure without it.

16.2. The orientation is given in the Worker's language by the Recruitment Partner, using materials supplied by the Company, and covers at least: the rights and obligations of the Worker under the emigration law of the country of origin and the immigration law of Ukraine; the terms of the Employment Contract; working and living conditions in the sector and at the place of work; the security situation in Ukraine and conduct during an air-raid alert; the Cost Disclosure Statement; the rule on Personal Documents; and the grievance mechanisms of the Company, of the Employer, of any trade union or industry body open to the Worker and of the State in the country of origin and in Ukraine, as listed in Annex 2 to the Grievance and Remedy Procedure.

16.3. The orientation is recorded on form UW-F-03, which the Worker and the person who gave the orientation sign. The Worker's understanding is checked by questions, and the answers are noted on the form. Where an answer shows that the Worker has not understood a topic, the person giving the orientation explains the topic again and repeats the question. Where a Worker still cannot answer the questions in Part E of the form, the departure is not confirmed until the orientation has been repeated and the answers recorded.

16.4. After the Worker has signed the Worker's Pre-Departure Declaration and not later than the day before departure, the Ethical Recruitment Officer contacts the Worker directly, in a language the Worker understands and without the Recruitment Partner present, and asks the Worker to confirm each statement in the declaration. The officer records the date, the means and the language of the contact, the interpreter if any, and the Worker's answers in Part D of form UW-F-04, and handles each statement the Worker does not confirm as a Grievance. Neither the Company nor a Recruitment Partner confirms a Worker's departure before the contact has been made.

16.5. The Ethical Recruitment Officer contacts each Worker within 30 calendar days of arrival in Ukraine, again between the third and the sixth month of employment and thereafter at least once every six months until the employment ends, and records each contact on form UW-F-09. At each contact the officer asks the questions on form UW-F-09, which cover the conduct of the Employer, of the Recruitment Partner and of any Sub-agent. An answer that discloses a matter listed in clause 3.2 of the Grievance and Remedy Procedure is entered in the Grievance Register on the day of the contact and is handled as a Grievance (clause 18.2 of that Procedure). The Worker may contact the Company at any time during the employment through the channels in clause 19.1; the Company answers every message and handles one that discloses a complaint, a concern or a report as a Grievance.

17. Health, safety and security

17.1. Together with the Offer, and not less than two full days before the Candidate signs the Offer, the Recruitment Partner gives the Candidate, in a language the Candidate understands, the Security Information Sheet (UW-F-14) that the Company completes for the vacancy. The sheet covers the legal regime of martial law, air-raid alerts and the use of shelters, and the specific risks of the region and of the workplace. The Candidate signs and dates a copy; the Recruitment Partner keeps the signed copy with the Cost Disclosure Statement and sends the Company a scan.

17.2. The Company does not place a Worker at a workplace situated in a territory of active hostilities or in a temporarily occupied territory, as those territories are determined in the list approved under the legislation of Ukraine.

17.3. By point 11 of the Employer's Undertaking the Employer undertakes, and the Ethical Recruitment Officer verifies before the first placement (line 9 of form UW-F-07) and at each contact under clause 16.5 (question 7 of form UW-F-09), that the Employer: provides safe and healthy working conditions (Article 153 of the Labour Code of Ukraine); gives the Worker instruction and training in occupational safety at the Employer's expense (Article 18 of the Law of Ukraine "On Labour Protection"); issues the required protective clothing and equipment free of charge (Article 8 of that Law); and gives the safety instruction in a language the Worker understands, including the procedure during an air-raid alert.

17.4. Where the Employer provides accommodation, the Ethical Recruitment Officer inspects it, by visit or by video, before the first placement and at each repeat of the due diligence under clause 20.6, and asks each Worker about it at each contact under clause 16.5. Accommodation is safe and sanitary for the purposes of this Policy where each Worker has: a separate bed; a lockable place for Personal Documents and belongings; heating, lighting and ventilation; drinking water; washing and toilet facilities; a door that the Worker can open from inside at any time; and a shelter within reach during an air-raid alert. The officer records on line 10 of form UW-F-07 the result, the number of persons to a room and whether any charge is the charge disclosed in the Offer. The ILO Workers' Housing Recommendation, 1961 (No. 115) is the reference for the inspection. No Worker is placed in accommodation that fails the test.

17.5. The Company keeps, for each Worker, an emergency contact in the Worker's family and the contact details of the Worker's embassy or consulate, and uses them where the Worker's life, health or liberty is at risk, as stated in clause 7.5(c) of the Privacy Notice.

17.6. Where the list referred to in clause 17.2 determines the territory of a workplace as a territory of active hostilities or a temporarily occupied territory after a Worker has been placed there, the Ethical Recruitment Officer records a nonconformity under clause 27 on the day the Company learns of it. On the same day the officer sends the Employer a written demand to move the Worker, with the Worker's consent, to a workplace outside such a territory. Where the Worker has not been moved within 5 working days of the demand, the Director decides not later than the next working day, and records in the Risk and Corrective Action Register (R-08), the measures the Company takes for the Worker's safety.

17.7. Where the facts stated in a Security Information Sheet change before a Worker departs, the Ethical Recruitment Officer issues an updated sheet within 2 working days. The Recruitment Partner gives the updated sheet, within 2 working days of receiving it, to each Candidate and Worker for that vacancy who has not departed, obtains a dated signature on a copy and sends the Company a scan.

17.8. The Ethical Recruitment Officer checks the place of work against the list referred to in clause 17.2 before a job order is accepted and before each Offer is issued under it. The officer checks every place of work in the Roster of Employers (R-02) against that list on the first working day of each month, and a new place of work on the day the Company receives the Employer's notice of the change. The date and the result of each check are recorded in that roster.

17.9. Where the list assigns the territory of a workplace to a category other than those named in clause 17.2, the Company accepts the job order only after a risk assessment under clause 23 and by written decision of the Director recorded in the Risk and Corrective Action Register (R-08), and the Security Information Sheet states that category. Where a check under clause 17.8 shows that the territory of a workplace at which a Worker is placed has been assigned to such a category, the Ethical Recruitment Officer carries out the risk assessment within 5 working days and informs each Worker placed there in writing.

18. Confidentiality and personal data

18.1. The Company processes the personal data of Candidates and Workers in accordance with the Law of Ukraine "On Personal Data Protection" and the Privacy Notice for Candidates and Workers (UW-NOT-01).

18.2. The Company collects only the data needed to assess a Candidate's suitability for a vacancy and to arrange the Worker's documents, travel and employment. It does not collect data on religion, caste, ethnic origin, political opinion or trade union membership.

18.3. Personal data are collected only with the Candidate's Informed Consent. The Recruitment Partner records the consent on form UW-F-11 after it has given the Candidate the Privacy Notice, or its plain-language summary in English, Hindi or Nepali, and has explained it in a language the Candidate understands. Form UW-F-11 records consent both to the collection of the data and to their disclosure to the recipients listed in section 7 of the Privacy Notice. Each consent stands on a separate line of the form, and the Candidate answers Yes or No on each line.

18.4. LLC «UKRAINE WORKS CONSULTING» is the controller of the personal data of Candidates and Workers, and the duties in clauses 18.6 to 18.10 are performed by that entity and its Director. Access to personal data is limited to the Candidate or Worker, the Personnel of the controller engaged in the Recruitment and the recipients listed in section 7 of the Privacy Notice, each to the extent and for the purpose stated there. Personnel of LLC «UKRAINE WORKS» have access only if that entity is named as a recipient in section 7 of the Privacy Notice. The Ethical Recruitment Officer enters each disclosure to a recipient in the Personal Data Disclosure Log (R-07) on the day it is made; the engagement of a provider of e-mail, messaging or data-storage services is entered once, when the provider is engaged.

18.5. Every member of the Personnel signs a confidentiality undertaking (UW-F-10) before being given access to personal data.

18.6. To the extent that Article 9 of the Law of Ukraine "On Personal Data Protection" and Order of the Ukrainian Parliament Commissioner for Human Rights No. 1/02-14 of 8 January 2014 require notification of the processing of data concerning health and of data on criminal convictions, the Director: (a) notifies the Commissioner within thirty working days of the start of that processing, and of each change in the notified particulars within ten working days; (b) designates by order the person who organises the protection of personal data in the Company and informs the Commissioner of that person (Article 24 of that Law); and (c) keeps the notification and the order with the registers listed in clause 25.1.

18.7. The Ethical Recruitment Officer acknowledges a request made under section 11 of the Privacy Notice within 3 working days and answers it within 30 calendar days, deletes data at the end of the periods stated in section 9 of that notice and records each deletion in the Index of Candidate and Worker Files (R-03).

18.8. Candidate and Worker files are kept in electronic form in one storage system designated by order of the Director. Each member of the Personnel uses an individual account protected by a password, and the account is closed on the day that person stops recruitment work. Paper documents that contain personal data are kept in a locked cabinet in the Company's office.

18.9. The Personnel do not process the personal data of Candidates and Workers in personal e-mail or personal messaging accounts. A document received through a Company e-mail or messaging account is moved to the storage system within 10 working days and then deleted from the mailbox or chat.

18.10. A member of the Personnel who learns of a loss, a leak or unauthorised access to personal data reports it to the Ethical Recruitment Officer on the same working day. The officer records it in the Risk and Corrective Action Register (R-08) on that day, informs the persons affected within 72 hours of the report and acts under clause 27.

18.11. The Company requires each Recruitment Partner, by clause 3.2 of the Code of Conduct for Recruitment Partners, to process personal data in accordance with the data protection law in force in its country, including, so far as their provisions are in force and apply to it, the Digital Personal Data Protection Act, 2023 (India) and the Privacy Act, 2075 (2018) (Nepal). The Ethical Recruitment Officer verifies at each due diligence under clause 21.1 that the Recruitment Partner has a procedure for doing so and records the result on line 10 of form UW-F-08.

19. Access to remedy

19.1. Every Candidate and Worker, irrespective of migration status, and any person acting for them, may make a Grievance to the Company free of charge, in English, Hindi, Ukrainian or any other language, in writing or orally, with or without giving a name, by any channel listed in clause 5.1 of the Grievance and Remedy Procedure: electronic mail to support@ukraineworks.com.ua; a message or call on WhatsApp or Telegram, or an ordinary telephone call, to +380 99 878 1755; in person or by post at the Company's office; orally to any member of the Personnel; or on the Complaint Form (UW-F-12).

19.2. Grievances are handled under the Grievance and Remedy Procedure (UW-PRO-01). The Company:

(a) acknowledges a Grievance within 3 working days of receipt;

(b) assesses an Urgent Grievance within 24 hours of receipt;

(c) gives a reasoned decision within 10 working days of receipt or, where the facts cannot be established in that time, a reasoned interim decision within those 10 working days and the final decision within the period fixed in clause 13.4 of that Procedure;

(d) on request, reviews the decision within 10 working days of the request through a person who took no part in it.

19.3. Retaliation against a person who makes a Grievance, assists in one or gives information is prohibited. The Company treats retaliation by a member of its Personnel as a breach of that person's duties under clause 30.1 and retaliation by a Recruitment Partner or an Employer as a ground for suspending or terminating its agreement with the Company (clause 8.4 of the Grievance and Remedy Procedure). The Company keeps no list that is used to exclude a person from Recruitment or from employment because that person made a Grievance,

and passes no adverse information about a Candidate or Worker to an Employer or to another recruiter because of a Grievance (operational guideline 15.5 of the ILO General Principles). It uses the Grievance Register (R-04) only for the purposes of the Grievance and Remedy Procedure and of the due diligence, risk assessment, review and reporting required by clauses 20, 21, 23, 26 and 29.4.

19.4. The Grievance and Remedy Procedure does not replace, delay or limit the right of a Candidate or Worker to apply to a court, a public authority, an embassy or any other body in the country of origin or in Ukraine. Every Worker receives the list of those bodies in Annex 2 to that Procedure, with an explanation in the Worker's language, at the pre-departure orientation (topic 14 of form UW-F-03).

19.5. Where the Company finds that it has caused or contributed to harm to a Candidate or Worker, it provides the remedy itself or cooperates in providing it. Where the harm was caused by a Recruitment Partner or an Employer, the Company uses the means in clauses 20.7 and 21.6 and in the agreement concerned to obtain the remedy (Principles 19 and 22 of the United Nations Guiding Principles on Business and Human Rights).

Part III. Due diligence on business relationships

20. Employers

20.1. Before accepting a first job order from an Employer, the Ethical Recruitment Officer completes the Employer Due Diligence Record (UW-F-07). The record covers: state registration and the right to carry on the activity concerned; the absence of bankruptcy proceedings; court decisions and decisions of supervisory authorities concerning labour rights; reports in the media and other public sources; the terms of the vacancy; the workplace and any accommodation; and the Employer's ability to obtain the work permit.

20.2. The Company does not recruit for an Employer:

(a) which is or has been a party to proceedings before a court or a supervisory authority, pending or concluded, concerning a violation of workers' rights or of human rights, unless the proceedings ended with a final decision that no violation took place;

(b) in respect of which bankruptcy proceedings have been opened;

(c) where the due diligence shows a likelihood that the human rights or the labour rights of Workers will be violated. A likelihood is shown where any of lines 5 to 10, 13 or 14 of form UW-F-07 is marked unsatisfactory, and it lasts until the Director records on that form, with reasons, that the cause has been removed.

20.3. The Service Agreement with each Employer contains the provisions listed in Annex E. They include: payment by the Employer of the Company's fee and of every cost that the Cost Disclosure Statement for the vacancy allocates to the Employer, which is every item that Annex B allocates to the Employer, other than an item that the Worker bears under clause 11.6; the prohibition on charging Workers and on taking deposits; the Company's right to carry out due diligence and to visit the workplace and the accommodation; monitoring of the Worker's situation after arrival; confidentiality of personal data; and the Company's right to suspend or terminate for breach.

20.4. Each Employer signs the Employer's Undertaking (UW-F-06) before the search begins.

20.5. The Company verifies, before the Offer is issued, that the draft Employment Contract complies with the labour legislation of Ukraine; the Ethical Recruitment Officer records the check as provided in clause 15.13.

20.6. The Ethical Recruitment Officer keeps the Roster of Employers (R-02) current by entering each change within 5 working days of learning of it. The officer repeats the due diligence under clause 20.1 at least once every twelve months, and begins a repeat within 10 working days of the day on which a Grievance against the Employer is found substantiated in whole or in part, or on which the Company learns of an accident involving a Worker or of a report in a public source that the Employer has violated workers' rights.

20.7. Where an Employer breaches the Service Agreement or the Employer's Undertaking, the Ethical Recruitment Officer records a nonconformity under clause 27. The Director decides, and records in the Roster of Employers (R-02), whether the search is suspended and further job orders are declined while the corrective

action is open. Where the breach is not remedied by the date for completion recorded under clause 27.2, the Company accepts no further job order from that Employer and terminates the Service Agreement (clause 2.3); its duties under clauses 14.9 and 16.5 to Workers already placed with that Employer continue.

21. Recruitment Partners

21.1. Before concluding a Cooperation Agreement, and at least once every twelve months thereafter, the Ethical Recruitment Officer completes the Recruitment Partner Due Diligence Record (UW-F-08). The record covers: legal identity, owners and managers; the licence or registration, checked against the public register of the competent authority of the country of origin; offices and staff used for the Company's vacancies; Sub-agents; fees and the way the Recruitment Partner is paid; court decisions, regulatory sanctions and bankruptcy, searched in publicly available sources and the media; the Recruitment Partner's own policies and procedures; advertising; handling of Personal Documents and of personal data; and interviews, held without the Recruitment Partner present, with at least three persons whom the agency has recruited for employment abroad in the preceding twelve months or, at a repeat assessment, with at least three Workers recruited through it.

21.2. The Cooperation Agreement contains the provisions listed in Schedule 2 to the Code of Conduct for Recruitment Partners. They include: payment of the Recruitment Partner by the Company alone; the prohibition on charging a Candidate or Worker a Recruitment Fee, or a Related Cost other than an item that the Worker bears under clause 11.6, and on taking deposits; the disclosure of every Sub-agent and the prohibition of subcontracting without the Company's prior written consent; the Company's right to audit and to interview Candidates and Workers; contractual penalties for a breach by the Recruitment Partner, its staff or a Sub-agent; the reimbursement of Candidates and Workers; and termination.

21.3. The Code of Conduct for Recruitment Partners forms part of every Cooperation Agreement.

21.4. The Ethical Recruitment Officer keeps the Roster of Recruitment Partners and approved Sub-agents (R-01) current by entering each change within 5 working days of learning of it. For each Worker the Company identifies every entity that took part in the Recruitment from that roster, from the Index of Candidate and Worker Files (R-03) and from Part A of the Worker's Pre-Departure Declaration (UW-F-04), and supplies those details to an auditor on request.

21.5. The Company pays a Recruitment Partner by bank transfer against an invoice. Before concluding a Cooperation Agreement the Ethical Recruitment Officer records on form UW-F-08 the Recruitment Partner's written confirmation that the agreed fee covers the full cost of its services.

21.6. The Company approves a Recruitment Partner, and keeps it on the roster, only where the due diligence under clause 21.1 discloses no failure by it to comply with Applicable Law and no conduct inconsistent with this Policy. Where a Recruitment Partner is found to have done an act listed in clause 21.8 of the Code of Conduct for Recruitment Partners, the Director decides within 5 working days of the finding to suspend the Recruitment Partner or to terminate its Cooperation Agreement, and the Ethical Recruitment Officer records the decision and its reasons in the Roster of Recruitment Partners and approved Sub-agents (R-01) and in the Risk and Corrective Action Register (R-08). Any other breach is dealt with under clauses 21.5 to 21.7 of that Code.

Part IV. Management system

22. Governance and responsibilities

22.1. The Director approves this Policy, provides the resources needed to apply it, appoints the Ethical Recruitment Officer, approves each Employer and each Recruitment Partner, chairs the management review and is accountable for the Company's compliance with this Policy.

22.2. The Ethical Recruitment Officer is appointed by order of the Director. The officer keeps the registers listed in clause 25, carries out due diligence, receives and handles Grievances, organises training, conducts the internal checks under clause 26 and reports to the Director in writing at least once a quarter. The Director designates by order a deputy who performs the officer's duties in the officer's absence.

22.3. A decision on a Grievance is reviewed, and the internal check of a file is carried out, by a person who took no part in the matter under review.

22.4. Every member of the Personnel reads this Policy before starting recruitment work, confirms this in writing on form UW-F-10, signs that form again every twelve months after the training under clause 24.1, and applies the Policy in that work.

23. Risk assessment

23.1. The Company assesses the risks to Candidates and Workers arising from its own operations and from its Employers and Recruitment Partners: at least once every twelve months; before the first Recruitment in a new country of origin, for a new sector or with a new Recruitment Partner; within 10 working days of a change in Applicable Law that alters a rule of this Policy or of the issue of an updated Security Information Sheet under clause 17.7; and, where a check under clause 17.8 shows a change of category, within the period in clause 17.9.

23.2. The Ethical Recruitment Officer carries out each assessment and records it in the Risk and Corrective Action Register (R-08) with: the risk identified; its likelihood and the severity of the harm to the Worker, each rated low, medium or high; the measure adopted; the person responsible; and the date for completion. The Director confirms completion. Likelihood is rated high where the harm has occurred in a Recruitment of the Company, or has been found at the Employer or the Recruitment Partner concerned, in the preceding twelve months. Severity is rated high where the harm is to life, health or liberty or cannot be made good by a repayment.

23.3. The Company carries out human rights due diligence, as described in Principles 17 to 21 of the United Nations Guiding Principles on Business and Human Rights, through the risk assessment under this clause, the due diligence under clauses 20 and 21, the action taken under clause 27, the monitoring under clause 26 and the report under clause 29.4. Each assessment takes into account the Grievances received, the answers of Workers at the contacts under clauses 16.4 and 16.5 and the comments collected under clause 23.3 of the Grievance and Remedy Procedure.

23.4. Because the work is performed in a State affected by armed conflict, each assessment covers the security of every place of work and accommodation, the routes of travel, the cover and the exclusions of the medical insurance and the means of leaving Ukraine. Where the measures identified cannot all be taken at once, the Director gives priority to the risks to life and health (Principle 24 of those Guiding Principles).

24. Training and competence

24.1. Each member of the Personnel engaged in Recruitment receives training before first contact with Candidates and at least once every twelve months thereafter. The training covers this Policy, the prohibition of Recruitment Fees and the allocation of Related Costs under clause 11 and Annex B, equality of treatment and non-discrimination, the indicators of forced labour, data protection and the handling of Grievances. Each person trained answers written questions on these subjects; the Ethical Recruitment Officer keeps the answers with the Training Register (R-09) and repeats the training on any subject answered wrongly.

24.2. The Company supplies each Recruitment Partner with training material on the Code of Conduct. At each due diligence under clause 21.1 the Ethical Recruitment Officer verifies from the Recruitment Partner's signed training record that its staff have been trained, and records the result on line 12 of form UW-F-08.

24.3. Training is recorded in the Training Register (R-09) with the date, the subject, the trainer and the signatures of those trained.

25. Documents and records

25.1. The Company keeps the following registers: Roster of Recruitment Partners and approved Sub-agents (R-01); Roster of Employers (R-02); Index of Candidate and Worker Files (R-03); Grievance Register (R-04); Reimbursement Register (R-05); Document Handover Log (R-06); Personal Data Disclosure Log (R-07); Risk and Corrective Action Register (R-08); Training Register (R-09); Management Review Minutes (R-10).

25.2. Each Worker's file contains: the Recruitment Service Terms and the consent to data processing; the copy of the passport data page and the record of the age check; the advertisement, the job order with the review note under clause 15.13, and the signed Offer; the signed Security Information Sheet; the Cost Disclosure Statement and evidence of payment of each cost; the Employment Contract, its translation, each signed amendment and the record of when and how the contract was given; the Pre-Departure Orientation Record; the Worker's Pre-Departure Declaration; any Document Handover Record; copies of the work permit, visa and residence permit; and the Post-Arrival Contact Records.

25.3. The Company keeps the records of a placement for three years after its work on the placement ends, unless a law requires a longer period. The Company's work on a placement ends on the day the Worker's employment with the Employer ends or, where the Worker returns to the country of origin, on the day the return is completed. Where an Offer was accepted and the Recruitment ended before the Worker started work, the three years run from the day on which the Recruitment ended. Personal data in the records are kept and deleted as stated in the Privacy Notice.

25.4. The Company produces the records to an auditor engaged by it, or to a competent authority, on request. Before receiving any record the auditor signs a confidentiality undertaking. The auditor receives the name and contact details of a Candidate or Worker only where that person consented on line 9 of form UW-F-11 (clause 7.5(e) of the Privacy Notice), and the Grievance Register and the files of Grievances as provided in clause 7.1 of the Grievance and Remedy Procedure.

25.5. The forms used under this Policy are listed in the Register of Controlled Forms (UW-F-01 to UW-F-14). A form is used only in the version approved by order of the Director. The registers are kept by the Ethical Recruitment Officer in electronic form; access is limited to the Director, the Ethical Recruitment Officer and the Personnel who need an entry for their duties, and access to the Grievance Register (R-04) is governed by clause 20.2 of the Grievance and Remedy Procedure.

26. Monitoring and management review

26.1. Once a quarter the Ethical Recruitment Officer checks against this Policy not fewer than five Worker files opened in that quarter, or every such file where fewer than five were opened, and the records of each Recruitment Partner active in that quarter, and reports the result to the Director in writing. A file on which the Ethical Recruitment Officer personally worked is checked by a person designated by the Director.

26.2. Once every twelve months, before the management review under clause 26.3, the Ethical Recruitment Officer reviews the Company's conformity with each indicator of the IRIS Standard and with each general principle and operational guideline listed in Annex D, and files the dated result with the Management Review Minutes (R-10).

26.3. The Director holds a management review once every twelve months, between 1 January and 15 March, for the preceding calendar year; the first review covers the period from the date on which this Policy entered into force. Within 30 calendar days of the closure of an Urgent Grievance that was substantiated in whole or in part, the Director also holds an extraordinary review limited to that matter and its causes. The annual review considers:

- (a) Grievances received and the time taken to resolve them;
- (b) sums found to have been charged to Candidates and Workers, and sums repaid;
- (c) the results of due diligence on Employers and Recruitment Partners;
- (d) the results of contacts with Workers before departure and after arrival;
- (e) discrepancies found between job orders, Offers and contracts;
- (f) the Risk and Corrective Action Register;
- (g) training;
- (h) changes in Applicable Law;

- (i) Annex B and the matters required by clause 11.8;
- (j) the justification for the minimum age (clause 9.3);
- (k) the record under clause 5.7;
- (l) the comments collected under clause 23.3 of the Grievance and Remedy Procedure;
- (m) the review under clause 26.2 and the draft of the report under clause 29.4;
- (n) whether this Policy requires amendment (clauses 4.2 and 31.2);
- (o) the persons and the budget assigned to the application of this Policy in the period, and any change in them that the Ethical Recruitment Officer requests.

26.4. The decisions taken at a management review, the person responsible for each and the date for completion are recorded in the Management Review Minutes (R-10).

27. Nonconformity; corrective and preventive action

27.1. A nonconformity is a breach of this Policy, of the Code of Conduct for Recruitment Partners, of a Service Agreement or of an Employer's Undertaking. It is actual where the breach has occurred, and potential where a risk assessment, a check, a contact with a Worker or a Grievance shows that the breach will occur unless action is taken. Any member of the Personnel who learns of a nonconformity reports it to the Ethical Recruitment Officer on the same working day.

27.2. For each nonconformity the Ethical Recruitment Officer records in the Risk and Corrective Action Register (R-08): the facts; the cause; the remedy for any person harmed; the corrective action; the action to prevent recurrence; the person responsible; the date for completion; and the evidence that the action was completed.

27.3. The Director verifies completion. A nonconformity is closed only when any person harmed has received the remedy or, where the remedy depends on a third party or the person cannot be reached, when the Director has recorded with reasons that the means available to the Company under clause 19.5 and under the Grievance and Remedy Procedure are exhausted; the entry then states that the harm was not remedied or was remedied in part.

27.4. No member of the Personnel suffers any adverse consequence for reporting a nonconformity or a suspected breach of this Policy in good faith, or for refusing to carry out an instruction that would breach it.

28. Integrity

28.1. In accordance with Article 61 of the Law of Ukraine "On Prevention of Corruption", the Company takes the measures that are necessary and reasonable to prevent and counter corruption in its activity. They are the measures in clauses 21.5 and 28.2 to 28.4.

28.2. The Personnel do not offer, give, request or accept a bribe, a facilitation payment, a kickback or any other improper advantage in connection with Recruitment, whether in dealings with a public official, an Employer, a Recruitment Partner, a Candidate or a Worker.

28.3. The Personnel accept no gift, payment or service from a Candidate, a Worker or a member of their family.

28.4. A member of the Personnel who has a personal, family or financial interest in an Employer, a Recruitment Partner or a Candidate discloses it in writing to the Director before taking part in the matter. The Director decides whether that person may take part and records the decision, with reasons, in the Risk and Corrective Action Register (R-08).

29. Communication and public statements

29.1. This Policy is published on the Company's website in Ukrainian and English. Each Employer and each Recruitment Partner receives it with its agreement. Each Candidate receives the rules of this Policy that protect Candidates and Workers in the Recruitment Service Terms (UW-F-01), and each Worker receives them again at the pre-departure orientation, in a language the person understands.

29.2. The Company does not use the IRIS name or logo to describe itself, and does not describe itself as "IRIS certified" or "IRIS compliant", unless and until it holds a certificate issued under the IRIS certification scheme.

29.3. A public statement by the Company about its recruitment practice is limited to what the Company can show from its records.

29.4. Not later than 31 March each year the Company publishes on its website a report on the application of this Policy in the preceding calendar year or, for the first report, in the period from the date on which this Policy entered into force. The report states:

- (a) the number of Workers placed, by country of origin;
- (b) the number of Recruitment Partners and of Employers on the rosters, and the number suspended or terminated for breach;
- (c) the figures on Grievances published under clause 21.4 of the Grievance and Remedy Procedure;
- (d) the sums found to have been charged to Candidates and Workers, and the sums repaid;
- (e) the figures recorded under clause 11.8(a) and the record made under clause 11.8(b);
- (f) the changes made to this Policy in the year.

The figures are aggregated so that no Candidate or Worker can be identified; a figure under paragraphs (b) to (d) that would identify an Employer or a Recruitment Partner is combined with another figure so that the Employer or Recruitment Partner cannot be identified.

30. Breach of this Policy

30.1. A breach of this Policy by an employee of the Company is a breach of that person's employment duties and is dealt with under the labour legislation of Ukraine. A breach by an individual engaged under a civil-law contract is a ground for terminating that contract, into which the Company incorporates this Policy. Where the conduct shows signs of a criminal offence, the Company acts in accordance with clause 6.5.

30.2. A breach by a Recruitment Partner or an Employer is dealt with under clause 27 and under the remedies in the Cooperation Agreement, the Code of Conduct for Recruitment Partners, the Service Agreement or the Employer's Undertaking.

31. Approval, review and amendment

31.1. This Policy is approved, amended and withdrawn by order of the Director.

31.2. The Director reviews the Policy at least once every twelve months and, in addition, after an Urgent Grievance has been substantiated in whole or in part, after a change in Applicable Law that affects it and after a new version of the IRIS Standard is published.

31.3. The Ukrainian text is authentic. If a translation differs from it, the Ukrainian text prevails, but a Candidate or Worker who relied in good faith on a translation supplied by the Company or a Recruitment Partner is not placed at a disadvantage by the difference.

31.4. A Service Agreement or Cooperation Agreement in force on the day this Policy enters into force continues on its own terms. The Company offers the other party an additional agreement that brings it into line with clauses 5.8, 20.3, 20.4 and 21.2, to take effect not later than 1 April 2027. The same applies to a Service Agreement or Cooperation Agreement concluded before 1 April 2027 in a form that does not yet contain those provisions. From 1 April 2027 the Company accepts no new job order, and presents no new Candidate, under an agreement that has not been brought into line. The first due diligence under clause 20.1 or 21.1 for an Employer or a Recruitment Partner with which the Company already works on the day this Policy enters into force is completed not later than 1 April 2027.

31.5. Subject to clause 31.4, where an agreement concluded after this Policy entered into force is found to conflict with it, or an amendment of this Policy makes an existing agreement non-conforming, the Ethical Recruitment Officer records the fact in the Risk and Corrective Action Register (R-08), and the agreement is

brought into conformity, by additional agreement or, for the Code of Conduct for Recruitment Partners, by notice under clause 22.4 of that Code, not later than three months after the finding or the amendment. After that period the Company accepts no new job order, and presents no new Candidate, under that agreement until it has been brought into line.

Version	Date	Change	Approved by
1.0	October 2026	First issue	Director
2.0	12 October 2026	Full revision: Statement of the Director; definitions; references to legislation and standards; cost allocation schedule; due diligence; management system; annual public report; cross-references to the IRIS Standard and to the ILO General Principles	Director

Annex A. Normative references

A. Legislation of Ukraine

1. Constitution of Ukraine, Articles 26 and 43.
2. Labour Code of Ukraine, Articles 2-1, 2-2, 21, 24, 29, 38, 39, 50, 110, 115, 127, 128, 153 and 233.
3. Law of Ukraine "On Employment of the Population" No. 5067-VI of 5 July 2012, Articles 36, 37 and 42 to 42-10.
4. Law of Ukraine "On Remuneration of Labour" No. 108/95-BP of 24 March 1995, Articles 24 and 26.
5. Law of Ukraine "On Labour Protection" No. 2694-XII of 14 October 1992, Articles 5, 6, 8 and 18.
6. Law of Ukraine "On the Organisation of Labour Relations under Martial Law" No. 2136-IX of 15 March 2022.
7. Law of Ukraine "On the Legal Status of Foreigners and Stateless Persons" No. 3773-VI of 22 September 2011.
8. Law of Ukraine "On Ensuring the Functioning of the Ukrainian Language as the State Language" No. 2704-VIII of 25 April 2019, Article 20.
9. Law of Ukraine "On Personal Data Protection" No. 2297-VI of 1 June 2010.
10. Law of Ukraine "On Principles of Preventing and Combating Discrimination in Ukraine" No. 5207-VI of 6 September 2012, Articles 1 and 6.
11. Law of Ukraine "On Combating Trafficking in Human Beings" No. 3739-VI of 20 September 2011.
12. Criminal Code of Ukraine, Articles 149, 172 and 173.
13. Law of Ukraine "On Citizens' Appeals" No. 393/96-BP of 2 October 1996, Article 20.
14. Law of Ukraine "On Prevention of Corruption" No. 1700-VII of 14 October 2014, Article 61.
15. Resolution of the Cabinet of Ministers of Ukraine No. 400 of 5 June 2013 approving the Procedure for forming and keeping the list of business entities that provide employment intermediary services and of business entities that hire workers for subsequent work in Ukraine for other employers.
16. Resolution of the Cabinet of Ministers of Ukraine No. 118 of 1 March 2017 approving the Rules for issuing visas for entry into Ukraine and transit through its territory.
17. Resolution of the Cabinet of Ministers of Ukraine No. 322 of 25 April 2018 on the temporary residence permit.
18. Order of the Ministry of Social Policy of Ukraine No. 851 of 3 June 2019 approving reporting form No. 1-PIA.
19. Order of the Ukrainian Parliament Commissioner for Human Rights No. 1/02-14 of 8 January 2014 approving documents in the field of personal data protection.

B. Legislation of the countries of origin

20. India: the Emigration Act, 1983, sections 10, 22 and 24; the Emigration Rules, 1983, rule 25; the Digital Personal Data Protection Act, 2023.
21. Nepal: the Foreign Employment Act, 2064 (2007), sections 7, 8, 10, 11, 19, 24, 25, 27, 35, 36 and 53; the Privacy Act, 2075 (2018).

C. International instruments. The instruments below are listed as reference standards. Their listing is not a statement that any State has ratified them or that they bind the Company as law.

22. Universal Declaration of Human Rights (1948).
23. ILO Declaration on Fundamental Principles and Rights at Work (1998), as amended in 2022.
24. ILO Forced Labour Convention, 1930 (No. 29), and its Protocol of 2014; ILO Abolition of Forced Labour Convention, 1957 (No. 105).
25. ILO Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87); ILO Right to Organise and Collective Bargaining Convention, 1949 (No. 98).
26. ILO Equal Remuneration Convention, 1951 (No. 100); ILO Discrimination (Employment and Occupation) Convention, 1958 (No. 111).
27. ILO Minimum Age Convention, 1973 (No. 138); ILO Worst Forms of Child Labour Convention, 1999 (No. 182).
28. ILO Occupational Safety and Health Convention, 1981 (No. 155); ILO Promotional Framework for Occupational Safety and Health Convention, 2006 (No. 187).
29. ILO Migration for Employment Convention (Revised), 1949 (No. 97); ILO Migrant Workers (Supplementary Provisions) Convention, 1975 (No. 143).
30. ILO Protection of Wages Convention, 1949 (No. 95).
31. ILO Private Employment Agencies Convention, 1997 (No. 181), and Recommendation, 1997 (No. 188).
32. ILO Violence and Harassment Convention, 2019 (No. 190).
33. ILO Workers' Housing Recommendation, 1961 (No. 115).
34. International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families (1990).
35. Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children, supplementing the United Nations Convention against Transnational Organized Crime (2000).
36. Council of Europe Convention for the Protection of Individuals with regard to Automatic Processing of Personal Data (1981).
37. United Nations Guiding Principles on Business and Human Rights (2011), in particular Principles 15 to 24, 29 and 31.
38. Sustainable Development Goals (2015), targets 8.7, 8.8 and 10.7, and indicator 10.7.1.
39. Global Compact for Safe, Orderly and Regular Migration (2018), Objective 6: facilitate fair and ethical recruitment and safeguard conditions that ensure decent work.

D. Standards and guidance. The documents below are listed as references. Their listing is not a statement that the Company is a member of, or is certified, audited or endorsed by, any of the organisations named.

40. ILO, General Principles and Operational Guidelines for Fair Recruitment (2016) and Definition of Recruitment Fees and Related Costs (2019).
41. International Organization for Migration, IRIS Standard, Version 1.2 (2019).
42. ILO, Indicators of Forced Labour (2012; revised edition 2025).
43. Institute for Human Rights and Business, Dhaka Principles for Migration with Dignity (2012); Leadership Group for Responsible Recruitment, Employer Pays Principle.
44. Organisation for Economic Co-operation and Development, Guidelines for Multinational Enterprises on Responsible Business Conduct (2023).
45. World Employment Confederation, Code of Conduct (2017).

Annex B. Cost Allocation Schedule

The schedule follows paragraphs 9 to 12 and 15 of the ILO Definition. An item marked with an asterisk is subject to the transitional rule in clause 11.6.

No.	Item	ILO Definition	Allocated to	Evidence kept by the Company
1	Fee of the Company for recruitment services	para. 9(a)	Employer	Service Agreement, invoice, bank record
2	Fee and operating costs of the Recruitment Partner: advertising, interviews, screening, processing of documents, administration	paras 9 and 10	Company	Cooperation Agreement, invoice, bank record
3	Payment to a Sub-agent, including a referrer or broker	para. 9	Recruitment Partner, and only for a Sub-agent approved by the Company. Never the Candidate or Worker	Recruitment Partner's written statement and agreement with the Sub-agent (line 5 of form UW-F-08); roster R-01
4	Work permit: State fee under Article 42-4 of the Law "On Employment of the Population"	para. 12(vii)	Employer	Payment order
5	Medical insurance of the Worker in Ukraine	para. 12(ii)	Employer	Insurance policy, payment record
6	Long-stay visa: consular fee and visa-centre service fee	para. 12(vii)	Employer	Receipt
7	Translation, notarisation and legalisation of documents required for the work permit, the visa and the residence permit	para. 12(vii)	Employer	Receipts
8	Temporary residence permit: administrative fee	para. 12(vii)	Employer	Receipt
9	Courier delivery of documents	para. 12(vii)	Employer	Receipt
10	Skills, trade or language test required by the Employer or the Company	para. 12(iii)	Employer	Invoice
11	Pre-departure orientation	para. 12(iv)	Company and Recruitment Partner	Form UW-F-03
12	Occupational safety instruction, job training, protective clothing, tools and equipment	para. 12(iv) and (v)	Employer	Employer's Undertaking, point 11; Worker's answers on form UW-F-09 (questions 2, 4 and 7)
13	Medical examination, test or vaccination required by Applicable Law or by the nature of the work (clause 9.6)*	para. 12(i)	Employer, subject to clause 11.6	Receipt
14	Documents and compulsory payments in the country of origin required for the Recruitment: passport, police clearance certificate, attestation of qualifications, government approval for foreign employment, compulsory insurance and welfare-fund contribution*	para. 12(ii) and (vii)	Employer, subject to clause 11.6	Receipts
15	Travel, lodging and subsistence in the country of origin for interviews, consular appointments and orientation*	para. 12(vi)	Employer, subject to clause 11.6	Receipts
16	International travel from the country of origin to the place of work, including any transit visa, transit lodging and subsistence*	para. 12(vi)	Employer, subject to clause 11.6	Tickets, receipts
17	Transport from the point of arrival in Ukraine to the accommodation and the workplace	para. 12(vi)	Employer	Employer's Undertaking, point 1; Worker's answers on form UW-F-09 (questions 2 and 4)

No.	Item	ILO Definition	Allocated to	Evidence kept by the Company
18	Opening of a bank account for the payment of wages	para. 12(vii)	Employer	Bank record
19	Return travel at the end of the employment*	para. 12(vi)	Employer, subject to clause 11.6; always the Employer in the cases in clause 14.8	Employment Contract; Cost Disclosure Statement
20	Deposit, bond, guarantee, penalty for withdrawal, gift, bribe or kickback	para. 15	Prohibited. Nobody may request or accept it	Worker's Pre-Departure Declaration

*Allocated to the Employer. Until the Service Agreement in force for the vacancy places the item on the Employer, the Worker may bear the item, but only on the conditions in clause 11.6 and only if it is itemised in the Cost Disclosure Statement.

Accommodation, meals and transport to work during the employment are conditions of employment, not costs of recruitment. Where the Worker is to be charged for any of them, the Company accepts the job order only if the charge: (a) is lawful under the legislation of Ukraine; (b) does not exceed the actual cost to the Employer or the fair market value of the same accommodation or service, whichever is lower; and (c) is stated as a separate amount in the Offer, in the Employment Contract and in the Cost Disclosure Statement (indicators 1.2.3 and 1.3.3 of the IRIS Standard). Fair market value is the price at which the same accommodation or service is offered on the open market in that locality. The Ethical Recruitment Officer verifies (b) and records the result on line 10 of form UW-F-07.

Annex C. Cross-reference to the IRIS Standard, Version 1.2

This table shows where each criterion of the IRIS Standard is addressed in this Policy and in the documents made under it. It is not a statement of conformity (clauses 1.4 and 26.2). Principle 1 is addressed subject to clause 11.6: while a Worker bears an item under that clause, criterion 1.2 is not met for that Worker. For as long as that clause is applied, the statements that criterion 1.3 and indicator 1.1.2 require are made for Recruitment Fees only (clause 11.10), so that criterion 1.3 and indicator 1.1.2 are not met either.

Criterion of the IRIS Standard	Subject	Where addressed
A.1	Compliance with applicable laws; licence	Clauses 4, 5
A.2	Prohibition of forced labour	Clause 6
A.3	No recruitment under the age of 18	Clause 7
A.4	Freedom of association	Clauses 8.1, 8.2; form UW-F-01, point 8
A.5	No recruitment to replace workers on strike	Clauses 5.6, 8.3
A.6	Equality of treatment and non-discrimination	Clauses 9, 24.1
B.1	Management system	Statement of the Director; clauses 22 to 27
B.2	Due diligence on employers	Clauses 5.13, 15.13, 16.5, 17.8, 20; Annex E; forms UW-F-06, UW-F-07, UW-F-09
B.3	Due diligence on recruitment business partners	Clause 21; Code of Conduct for Recruitment Partners; form UW-F-08
1.1	Policy commitment prohibiting fees and related costs	Clauses 11.1, 11.2, 11.4, 11.10, 21.2, 24.1; Code, clauses 5 and 21. Subject to clause 11.6

Criterion of the IRIS Standard	Subject	Where addressed
1.2	Fees and related costs not borne by workers	Clauses 11.3 to 11.9, 11.11, 11.12, 12; Annex B; forms UW-F-02, UW-F-04; register R-05. Not met while clause 11.6 is applied
1.3	Jobseekers informed that they bear no costs of recruitment	Clauses 11.10, 15; forms UW-F-01, UW-F-02, UW-F-13. Not met while clause 11.6 is applied
2.1	Identity documents not held without informed written consent	Clauses 13.1 to 13.8; form UW-F-05; register R-06
2.2	No withholding of bank books, bank cards or deeds	Clauses 12.1, 13.9
2.3	Contracts do not limit freedom of movement	Clause 14
3.1	Written employment contract with the required content	Clauses 15.1, 15.3 to 15.5, 15.7, 15.10; form UW-F-01
3.2	Terms as originally offered and lawful	Clauses 15.2, 15.8, 15.13, 20.5
3.3	Contract provided prior to deployment	Clauses 15.6, 15.12; form UW-F-03
3.4	Contract agreed and signed without coercion	Clauses 10.2, 15.6, 15.12, 16.4; form UW-F-04
3.5	No contract substitution	Clauses 15.8, 15.9
3.6	Pre-departure orientation	Clauses 16.1 to 16.3; form UW-F-03
4.1	Data protection policy	Clause 18; Privacy Notice
4.2	Personal data relevant, protected and confidential	Clauses 18.2, 18.4, 18.8, 18.9
4.3	Informed consent at the time of collection	Clause 18.3; form UW-F-11
4.4	No release of data without cause and explicit consent	Clause 18.4; Privacy Notice, section 7; register R-07
5.1	Effective operational-level grievance mechanism	Clause 19.2; Grievance and Remedy Procedure
5.2	Open and direct access to the mechanism	Clause 19.1; Procedure, clause 5
5.3	Information on State, employer and industry mechanisms	Clauses 16.2, 19.4; Procedure, Annex 2

Annex D. Cross-reference to the ILO General Principles and Operational Guidelines for Fair Recruitment

The table follows the numbering of the ILO General Principles. It shows where each general principle, and each operational guideline addressed to enterprises, labour recruiters and employers (guidelines 15 to 31), is addressed in this Policy and in the documents made under it. It is not a statement that the Company's practice conforms to them (clause 26.2). General principle 7 and operational guideline 17 are addressed subject to clause 11.6: while a Worker bears an item under that clause, they are not met for that Worker.

ILO text	Subject	Where addressed
General principle 1	Respect for internationally recognised human rights and for the fundamental principles and rights at work	Clauses 4, 6 to 10, 23
General principle 2	Recruitment meets established labour market needs and does not displace workers or lower standards	Clauses 9.7, 9.8
General principle 3	Legislation and policies on recruitment apply to all workers, recruiters and employers	Clauses 2, 4.1, 5
General principle 4	Efficiency, transparency and protection of workers in the recruitment process	Clauses 15, 16, 25
General principle 5	Clear and enforced regulation; registration, licensing or certification of recruiters	Clauses 5.1, 5.2, 5.8, 21.1
General principle 6	Respect for the law of the countries of origin, transit and destination	Clauses 4.1, 4.2, 5.3, 5.4, 5.9
General principle 7	No recruitment fees or related costs charged to, or otherwise borne by, workers	Clauses 11, 12; Annex B. Subject to clause 11.6
General principle 8	Terms of employment specified in writing, in a language understood, in advance of departure and protected against substitution	Clause 15
General principle 9	Agreement to the terms voluntary and free from deception or coercion	Clauses 10.2, 15.7, 15.12, 16.4
General principle 10	Free, comprehensive and accurate information	Clauses 5.5, 16, 17.1
General principle 11	Freedom of movement; identity documents and contracts not confiscated, destroyed or retained	Clauses 13, 14.1
General principle 12	Freedom to terminate employment, to return home and to change employer	Clauses 5.6(b), 14.4 to 14.10
General principle 13	Access to free or affordable grievance mechanisms and to effective remedies	Clause 19; Grievance and Remedy Procedure
Operational guideline 15	Respect for human rights; due diligence; engagement of compliant recruiters only; no retaliation or blacklisting	Clauses 19.3, 20, 21, 23
Operational guideline 16	Recruitment to meet established labour market needs	Clause 9.7
Operational guideline 17	No fees or related costs; the policy communicated to business partners	Clauses 11, 21.1, 21.2, 21.6, 29.1. Subject to clause 11.6
Operational guideline 18	No retention of passports, contracts or other identity documents	Clause 13
Operational guideline 19	Confidentiality and protection of workers' data	Clause 18; Privacy Notice
Operational guideline 20	Schemes that drive professional recruitment standards	The Company has not been audited or certified under the IRIS certification scheme (clause 1.4). It uses the IRIS Standard as the reference for its annual review and makes no claim under it (clauses 26.2, 29.2)

ILO text	Subject	Where addressed
Operational guideline 21	Respect for the law and for the fundamental principles and rights at work; dignity; no restriction of movement	Clauses 5 to 10, 14.1
Operational guideline 22	Respect for human rights and for the law of each country in cross-border recruitment	Clauses 4, 5.3, 5.4
Operational guideline 23	Respect for bilateral and multilateral migration agreements	Clause 5.11
Operational guideline 24	Conditions of work and of life as promised; no deception; a legally recognised relationship with a legitimate employer	Clauses 5.10, 5.12, 15.2, 15.8, 16.5, 17
Operational guideline 25	Allocation of responsibilities between a temporary employment agency and a user enterprise	The Company does not employ Workers (clauses 1.5, 5.10). Where the Employer assigns Workers to another enterprise, clause 5.13 applies
Operational guideline 26	Written contracts that are transparent and understood by the worker	Clause 15; Employer's Undertaking, points 5 and 6
Operational guideline 27	Access to grievance mechanisms and to remedies	Clause 19; Employer's Undertaking, point 16
Operational guideline 28	Protection of labour law for all workers	Clauses 12.6, 20.5; Employer's Undertaking, points 7, 11 and 14
Operational guideline 29	Freedom of association and collective bargaining	Clause 8; Employer's Undertaking, point 15
Operational guideline 30	No recourse to recruiters to replace workers on strike	Clauses 5.6, 8.3; Employer's Undertaking, point 4
Operational guideline 31	Freedom to leave or change employment and to return home	Clause 14; Employer's Undertaking, points 8, 10, 15 and 18

Annex E. Provisions that every Service Agreement must contain

A Service Agreement contains provisions to the following effect (clause 20.3); for agreements concluded before 1 April 2027 and agreements already in force, clause 31.4 sets the date by which they are brought into line. The Employer's Undertaking (UW-F-06) is annexed to it and forms an integral part of it.

1. Subject. The Company searches for Candidates through its Recruitment Partners, assesses them, presents them to the Employer and arranges their documents and arrival; the Employer decides whom to employ. The Employer is the employer of each Worker under a written Employment Contract governed by the labour legislation of Ukraine.
2. Fee. The Employer alone pays the Company's fee and recovers no part of it from a Worker (Article 37(2) of the Law of Ukraine "On Employment of the Population").
3. Related Costs. The Employer bears every item that Annex B allocates to it and every cost of the Recruitment that Annex B does not list (clause 11.3 of this Policy). Any item that remains with the Worker is named in the agreement, with a reference to clause 11.6 of this Policy and the date from which the Employer will bear it, which is not later than 1 July 2027 (clause 11.13 of this Policy).
4. Payments by Workers. The Employer charges a Candidate or Worker no Recruitment Fee and no Related Cost that Annex B allocates to the Employer, takes no deposit, guarantee or other security and no other payment for the employment, and makes no deduction from wages other than in a case provided by legislation (Articles 127 and 128 of the Labour Code of Ukraine). A charge for accommodation, meals or transport to work is made only on the conditions stated in Annex B.

5. Job order and Offer. The Employer states the terms of each vacancy on form UW-F-13 and warrants that they are complete, accurate and not less favourable than the terms it applies to its employees in Ukraine who perform the same work. The Employer authorises the Company to issue the Offer in Part C of that form on its behalf, on those terms and with the text of the Employment Contract attached, and is bound by an Offer so issued and accepted.
6. Employment Contract. The Employer concludes the Employment Contract in the text attached to the Offer, which is the text of the draft filed with the application for the work permit; gives the Worker a translation and a signed copy; changes no term to the Worker's detriment; and sends the Company a copy within 5 working days of signature.
7. Guaranteed work. The Employer guarantees each Worker work for not less than 90 calendar days from the day on which the Worker actually starts work (clause 14.10 of this Policy).
8. Personal Documents. The Employer does not hold a Worker's Personal Documents, for safekeeping or for any other reason and with or without the Worker's consent, and does not request or hold a Worker's PIN code.
9. Freedom of movement and accommodation. The Worker is free to leave the workplace and the accommodation outside working hours, to keep and use a telephone and to communicate with any person. Accommodation, where provided, is safe and sanitary within the meaning of clause 17.4 of this Policy, and any charge for it is the charge stated in the Offer.
10. Safety and security. The Employer provides safe and healthy working conditions, instruction and training in occupational safety at its own expense, safety instruction in a language the Worker understands, including the procedure during an air-raid alert, and the required protective clothing and equipment free of charge; employs the Worker only at the place of work stated in the Employment Contract; and does not move the Worker to a territory of active hostilities or a temporarily occupied territory. Where the territory of the workplace is later determined to be such a territory, the Employer moves the Worker, with the Worker's consent, to a workplace outside it within 5 working days of the Company's written demand (clause 17.6 of this Policy).
11. Return. The agreement states who bears the cost of the Worker's return in each case listed in clause 14.7 of this Policy, and places it on the Employer in the cases listed in clause 14.8.
12. Grievances. The Employer informs Workers of the Company's grievance mechanism, tells each Worker on the first day of work, and the Company in writing, which person at the Employer receives Workers' complaints, lets a Worker contact the Company at any time, answers the Company's questions within 3 working days, cooperates in an investigation, takes no adverse action against a Worker, or a member of a Worker's family, because a Grievance was made or information given, and carries out the remedy that a decision under the Grievance and Remedy Procedure requires of it.
13. Due diligence and monitoring after arrival. The Employer gives the Company the documents it requests for due diligence, admits it to the workplace and to the accommodation on 2 working days' notice or, where a Grievance is urgent, without notice, and lets it speak with each Worker without the Employer present, at the contacts under clause 16.5 of this Policy and at any other time, before the first placement and throughout the employment.
14. Notification. The Employer notifies the Company within 2 working days of an accident involving a Worker, a dispute with a Worker in which a claim has been brought before a court, a complaint has been made to a public authority or a trade union, a disciplinary sanction has been imposed, notice of dismissal has been given or work has stopped, a payment of wages that is late or incomplete, or the end of a Worker's employment, and not later than 2 working days before a change of the Worker's place of work or accommodation takes effect.
15. Personal data. The Employer keeps the personal data of Candidates and Workers confidential and uses them only for the Recruitment and the employment.
16. Remedies. Where a Worker has been charged in breach of the agreement, the Employer repays the Worker in full within 30 calendar days of the Company's written demand. Where the Company itself pays a Worker a sum, or bears a cost of return, that the agreement or the Employer's Undertaking places on the Employer, the Employer reimburses the Company within 10 working days of the Company's written demand. The

Company may suspend the search, decline further job orders or terminate the agreement for breach.

Termination does not release the Employer from its obligations to Workers already placed.

17. This Policy. The Employer acknowledges receipt of this Policy and of the Grievance and Remedy Procedure.

18. Failed recruitment. The Employer reimburses the Worker as provided in clause 11.12 of this Policy.

19. Civilian employment. The work is civilian employment. The Employer does not assign a Worker to service in a military formation or to take part in hostilities (clause 5.12 of this Policy).

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Grievance and Remedy Procedure

Document control	
Document	Grievance and Remedy Procedure
Number	UW-PRO-01
Version	1.0 of 12 October 2026
Adopted by	LIMITED LIABILITY COMPANY «UKRAINE WORKS CONSULTING», identification code 46148417, and LIMITED LIABILITY COMPANY «UKRAINE WORKS», identification code 46053011, both of 42 Holosiivskyi Avenue, Kyiv, 03039, Ukraine
Approved by	Order of the Director of each adopting entity of 12 October 2026. Director of both companies: Anzhelika Kolomiyets
Parent document	Ethical Recruitment Policy (UW-POL-01), clause 19
Document owner	Director
Responsible for application	Ethical Recruitment Officer
Review	At least once every twelve months
Authentic text	Ukrainian. The English text is an official translation

1. Purpose and status

1.1. This Procedure establishes the operational-level grievance mechanism of the Company. It states who may make a Grievance, how it is received and decided, within what time, and what remedy the Company provides or seeks.

1.2. The Procedure implements clause 19 of the Ethical Recruitment Policy. It is drawn up by reference to Principle 5 of the IRIS Standard, to general principle 13 and operational guidelines 15.5 and 27.1 of the ILO General Principles and to the effectiveness criteria for non-judicial grievance mechanisms in Principle 31 of the United Nations Guiding Principles on Business and Human Rights. It is not a statement that the mechanism has been audited or that it conforms to any of them (clause 1.4 of that Policy).

1.3. The Company publishes a short description of this Procedure for Candidates and Workers in English, Hindi and Ukrainian ("the Complaints Leaflet", UW-LFT-01), which carries the Complaint Form (UW-F-12). This Procedure governs the handling of every Grievance. A person who relied in good faith on the Complaints Leaflet is not placed at a disadvantage by any difference between the two texts.

1.4. The mechanism is additional to the remedies provided by law. It does not replace, delay or limit them (clause 17).

2. Definitions

2.1. Capitalised terms not defined here have the meaning given in clause 3 of the Ethical Recruitment Policy.

Complainant means a person who makes a Grievance. Where a Grievance is made on behalf of a Candidate or Worker, the rules of this Procedure that protect, inform or consult the Complainant (clauses 7, 8, 10, 13, 14, 15 and 16) apply also to that Candidate or Worker.

Grievance means any complaint, concern or report about the conduct of the Company, a Recruitment Partner, a Sub-agent or an Employer in connection with Recruitment or with the employment of a Worker.

Handler means the person who investigates and decides a Grievance under clause 11.

Respondent means the person or entity whose conduct is the subject of a Grievance.

Retaliation means any adverse act or threat against a person because that person made a Grievance, had one made on his or her behalf, helped another to make one or gave information in one. It includes dismissal, loss of pay or accommodation, withdrawal of an Offer, exclusion from Recruitment, harassment, a threat to the person or to the person's family, a report to the immigration authorities made for that reason, and blacklisting.

Urgent Grievance means a Grievance that discloses any matter listed in clause 10.2.

3. Who may make a Grievance, and about what

3.1. A Grievance may be made, irrespective of the person's migration status, by:

- (a) a Candidate, a Worker, or a former Candidate or Worker;
- (b) a member of that person's family, a co-worker, a trade union, a non-governmental organisation or any other person acting for or in the interest of that person;
- (c) any other person who has information about a matter within clause 3.2.

3.2. A Grievance may concern any matter connected with Recruitment or with the employment, including: a demand for or payment of money; the taking or keeping of Personal Documents; a difference between the terms promised and the terms applied; wages unpaid, paid late or reduced; working hours; safety at work; accommodation; restriction of movement or communication; violence, threats or harassment; discrimination; the misuse of personal data; and Retaliation.

3.3. No time limit applies to the making of a Grievance. The Company's ability to establish the facts may be limited once the records of the Recruitment have been deleted under clause 25.3 of the Ethical Recruitment Policy and section 9 of the Privacy Notice.

3.4. Making a Grievance is free of charge. The Company bears the cost of investigation and of translation.

4. Principles

4.1. The Company operates the mechanism in accordance with the following rules, each of which gives effect to a criterion in Principle 31 of the United Nations Guiding Principles on Business and Human Rights.

Criterion	Rule
Legitimate	The Director is accountable for the mechanism (clause 19.1). A Grievance is never decided by the person it concerns or by a person with an interest in it (clauses 11.2 to 11.4), and every decision may be reviewed by a person who took no part in it (clause 16)
Accessible	Several channels are open at the same time, in writing and orally, in four languages, with or without a name and through another person (clauses 5 and 6). Making a Grievance is free of charge (clause 3.4). Every Candidate receives the Complaints Leaflet at registration, and every Worker receives it again on paper, with an explanation in the Worker's language, before departure (clause 22.1)
Predictable	Each stage has a fixed time limit (Annex 1). The possible findings, remedies and closing statuses are stated in advance (clauses 13.2, 14.2 and 15.2), and the Handler monitors each remedy until closure (clause 15.1)
Equitable	The Complainant may be assisted or represented by any person (clauses 6.2 and 6.3), is told what has been established before the decision is made (clause 13.1), is answered in the language of the Grievance (clauses 5.2 and 13.3) and is told of the outside bodies that can advise or decide (clause 17.2 and Annex 2). The Company bears the cost of translation (clause 3.4)
Transparent	The Complainant is told who is handling the Grievance and when the decision is due (clause 9.2), receives a reasoned decision or a reasoned interim decision (clauses 13.3 and 13.4) and is told how and why the Grievance is closed (clause 15.5). The Company publishes annual figures (clause 21.4)
Rights-compatible	No remedy is made conditional on the waiver of a right or on the withdrawal of a complaint made elsewhere (clause 14.4). Recourse to a court or an authority remains open at every stage (clause 17.1)
A source of continuous learning	Each Grievance substantiated in whole or in part is recorded as a nonconformity and leads to corrective and preventive action (clause 21.2). The Ethical Recruitment Officer reports on Grievances once a quarter (clause 21.1), and Grievances are considered at each management review (clause 21.3)

Criterion	Rule
Based on engagement and dialogue	Before deciding, the Handler tells the Complainant what has been established and asks what remedy the Complainant seeks (clause 13.1); at closure the Handler asks for feedback (clause 15.3). Once every twelve months Workers, Recruitment Partners, Employers and the organisations that acted for Complainants are asked for comments on the working of the mechanism (clause 23.3)

5. Channels and languages

5.1. A Grievance may be made through any of the following channels, all of which are open at the same time:

- (a) by electronic mail to support@ukraineworks.com.ua;
- (b) by text message, voice message or call on WhatsApp or Telegram, or by an ordinary telephone call, to +380 99 878 1755;
- (c) in person at the Company's office, Monday to Friday from 10:00 to 18:00, or by post to it: 42 Holosiivskyi Avenue, office 307, Kyiv, 03039, Ukraine;
- (d) orally to any member of the Personnel, including during a contact under clause 16 of the Ethical Recruitment Policy;
- (e) on the Complaint Form (UW-F-12). Use of the form is not required.

5.2. A Grievance may be made in English, Hindi, Ukrainian or any other language. The Company replies in the language of the Grievance where it is English, Hindi or Ukrainian. A Grievance received in another language is registered and is not rejected: the Handler has it translated and asks the Complainant, in the acknowledgement under clause 9.2, in which of those three languages the Company is to reply.

5.3. A member of the Personnel who receives an oral Grievance writes it down on the day it is received, with the time of receipt, and reads the note back to the Complainant unless the Complainant can no longer be reached; the note states whether it was read back. The member of the Personnel passes the note to the Ethical Recruitment Officer on the same day (clause 19.3).

5.4. A Grievance in a language other than English or Ukrainian is translated by a member of the Personnel who reads that language or by a translator whom the Company engages. Before receiving the text a translator whom the Company engages signs a confidentiality undertaking. The translator is not an owner, an employee or an agent of the Recruitment Partner or Sub-agent that recruited the Complainant or that the Grievance concerns, and is not a relative of an owner or employee of either. A Recruitment Partner or Sub-agent never translates a Grievance about itself.

5.5. The Ethical Recruitment Officer opens first any message marked URGENT. The classification of a Grievance under clause 10.1 does not depend on that marking.

5.6. A Grievance is made to the Company directly. The Complainant need not first complain to the Recruitment Partner or to the Employer and need not inform either of them.

6. Anonymous Grievances and Grievances made through another person

6.1. The Company accepts and investigates a Grievance made without a name, so far as the information given allows. Where no means of contact is given, the Company cannot ask questions or report the outcome, and records this in the Grievance Register.

6.2. A Grievance made on behalf of a Candidate or Worker is accepted and is handled whether or not that person has yet confirmed it. The Handler asks the person to confirm that the representative acts for him or her, using a means of contact that the Respondent does not control, and records the answer in the file. Until the person has confirmed, the Handler gives the representative the acknowledgement and a decision in summary form (clause 13.5) and discloses to the representative no personal data about the person beyond what the representative supplied.

6.3. The Complainant may be accompanied or assisted at every stage by a person of the Complainant's choice.

7. Confidentiality

7.1. The identity of the Complainant and the file of a Grievance are disclosed only to the Handler, the reviewer, the Director and a translator who has signed a confidentiality undertaking (clause 5.4). A member of the Personnel who received the Grievance discloses the identity of the Complainant and the content of the Grievance to no other person. Where the Complainant answered No on line 8 of form UW-F-11, the Handler asks the Complainant again before the Grievance is given to a translator whom the Company engages or to a person engaged under clause 11.2; if the Complainant still refuses, the Grievance is handled without them so far as that is possible (clause 7.5(d) of the Privacy Notice). An auditor engaged by the Company under clause 25.4 of the Ethical Recruitment Policy examines the Grievance Register and the files with the name and contact details of each Complainant removed, unless the Complainant has consented in writing to their disclosure to the auditor.

7.2. The Company does not disclose the identity of the Complainant to the Respondent without the Complainant's consent, recorded in writing in the file. Where the Grievance cannot be investigated without disclosing that identity, or facts from which the Respondent would recognise the Complainant, the Handler explains this to the Complainant before contacting the Respondent, and the Complainant decides whether to consent. Where the Complainant does not consent, the Handler investigates by the means that do not reveal the Complainant and states in the decision what could not be established for that reason.

7.3. Clauses 7.1 and 7.2 do not apply: (a) where a law requires disclosure to a court or a public authority; the Company tells the Complainant before such disclosure unless the law forbids it; (b) to a call made under clause 10.5 for a person in immediate danger, which is made to protect that person's vital interests (Article 11(1)(4) of the Law of Ukraine "On Personal Data Protection").

7.4. The Handler instructs each person who is asked for information in an investigation to keep the matter confidential and tells that person that Retaliation is prohibited. The Handler notes the instruction in the record kept under clause 12.4.

7.5. Where a Grievance concerns the Director or the Ethical Recruitment Officer, that person is not told the identity of the Complainant, has no access to the file or to the entry in the Grievance Register and is not informed under clauses 10.3 and 19.1. The Handler under clause 11.2 makes and keeps the entry until the Grievance is closed. The member of the Personnel who opens such a Grievance passes it, on the day of receipt, to the Handler under clause 11.2 and to no other person. Where the person who opened it is the person whom it concerns, that person takes no further step in it, and the Handler records in the entry that the person has seen the Grievance.

8. Prohibition of Retaliation

8.1. Retaliation is prohibited. The prohibition protects the Complainant, the Candidate or Worker on whose behalf a Grievance is made, any person who assisted, any person who gave information and the members of their families, whatever finding is made under clause 13.2.

8.2. The Handler assesses whether the Complainant is exposed to Retaliation at four points: on receipt, before the Respondent is first contacted, before the decision is given and at closure. The Handler records each assessment in the Grievance Register. Where the Respondent would be able to recognise the Complainant and has power over the Complainant's work, pay, accommodation, documents or family, the Handler applies a measure in clause 10.4 before the Respondent is contacted and records it.

8.3. A report of Retaliation is an Urgent Grievance.

8.4. Retaliation by a member of the Personnel is a breach of that person's duties and is dealt with under clause 30.1 of the Ethical Recruitment Policy. Retaliation by a Recruitment Partner or an Employer is a ground for suspending or terminating the Cooperation Agreement or the Service Agreement. For a Recruitment Partner the Director decides within 5 working days of the finding (clause 21.6 of that Policy); for an Employer the Company acts under clause 20.7 of that Policy. In both cases the Company requires the Respondent to reverse the act (clause 14.2(e)).

8.5. A Grievance that is not substantiated, or on which no conclusion is possible, has no adverse consequence for the Complainant. The only exception is a Grievance that the Complainant knew to be untrue when making it, as found by the Handler with reasons stated in the decision.

9. Receipt, registration and acknowledgement

9.1. The Ethical Recruitment Officer enters the Grievance in the Grievance Register (R-04) and gives it a reference number on the day of receipt or, where it is received on a day that is not a working day, on the next working day. This does not extend the period in clause 10.3.

9.2. Within 3 working days of receipt the Handler sends the Complainant, in the language of the Grievance, a written acknowledgement stating the reference number, the name of the Handler and how to reach the Handler, the next steps and the date by which a decision is due.

9.3. Where the Grievance does not identify the Respondent or the conduct complained of, the Handler asks the Complainant for the missing information in the acknowledgement under clause 9.2 and, if no answer is received, a second time on a later day. The Handler records each attempt in the file and closes it for lack of information (clause 15.2) only after both attempts have failed. A file so closed is reopened when the information is received.

9.4. A Grievance on a matter outside clause 3.2 is registered and is not rejected without a reply. In the acknowledgement under clause 9.2 the Handler tells the Complainant why the Company cannot deal with the matter and which body can, and records the referral in the Grievance Register.

9.5. In this Procedure a Grievance is received: (a) when it reaches a channel in clause 5.1(a), (b), (c) or (e), whether or not that day is a working day; (b) for an oral Grievance, when it is made to a member of the Personnel; (c) for a complaint that a Recruitment Partner sends to the Company under clause 16.4 of the Code of Conduct for Recruitment Partners, when the Company receives it; (d) for a matter that is treated as a Grievance under clause 18.2 of this Procedure or under clause 6.3 or 16.4 of the Ethical Recruitment Policy, on the day of the contact or of the finding. The date and time of receipt are entered in the Grievance Register.

10. Assessment, Urgent Grievances and interim measures

10.1. The Handler reads every Grievance and classifies it as urgent or standard within 24 hours of receipt, on any day of the week. The classification is entered in the Grievance Register with the date and time at which it was made. A Grievance that is not an Urgent Grievance is standard.

10.2. A Grievance is urgent where it discloses:

- (a) a danger to the life, health or liberty of any person;
- (b) violence, a threat of violence or sexual harassment;
- (c) the withholding of a passport or other Personal Document;
- (d) a restriction on leaving the workplace or the accommodation, or on communication;
- (e) wages withheld, or a debt used, in order to hold a person in a job;
- (f) any other ILO Indicator of Forced Labour or any sign of trafficking in persons;
- (g) a Worker left without documents, money or accommodation;
- (h) a person under 18 in Recruitment or in employment;
- (i) Retaliation.

10.3. The Handler assesses an Urgent Grievance within 24 hours of receipt, on any day of the week. The assessment determines: (a) whether any person is in immediate danger (clause 10.5); (b) which measures in clause 10.4 are applied, by whom and by when; (c) whether the Complainant is exposed to Retaliation (clause 8.2). Within the same 24 hours the Handler makes contact with the Complainant and, where the Grievance was made on behalf of a Worker, with that Worker, where a means of contact exists. The Handler informs the Director on the day of the assessment. The result of the assessment, the contact and the notice to the Director are entered in the Grievance Register, each with the date and time at which it took place.

10.4. Before a decision is reached the Handler may, as the case requires: (a) advise the person concerned how to reach the police, the emergency medical service, the embassy or the bodies listed in Annex 2; (b) require an Employer or a Recruitment Partner in writing to return a document, to cease an act or to give an undertaking; (c) delay contact with the Respondent; (d) help the Worker to move to accommodation that the Respondent does not control. On the Handler's proposal the Director may suspend the Recruitment concerned or the placement of further Workers (clauses 20.7 and 21.6 of the Ethical Recruitment Policy; clause 21.7 of the Code of Conduct for Recruitment Partners). The Handler records each measure and its date in the Grievance Register; where a Grievance is urgent and no measure is applied, the Handler records the reason.

10.5. Where a person is in immediate danger in Ukraine, the member of the Personnel who learns of it advises the person, without waiting for the assessment under clause 10.3, to call the police on 102 or the emergency medical service on 103, makes the call where the person asks or is unable to do so, and informs the Handler on the same day.

11. The Handler; conflict of interest

11.1. The Ethical Recruitment Officer is the Handler. The Director designates by order a deputy who acts as Handler, with the same duties, whenever the Ethical Recruitment Officer is absent. The Ethical Recruitment Officer and the deputy read the channels in clause 5.1(a) and (b) at least once on every calendar day, including days that are not working days, under a rota that the Ethical Recruitment Officer keeps with the Grievance Register. Only the Ethical Recruitment Officer, the deputy and the Director have access to that mailbox and to that telephone number.

11.2. Where the Grievance concerns the Ethical Recruitment Officer, the Director is the Handler. Where it concerns the Director, the Ethical Recruitment Officer is the Handler, and the Director takes no part in handling it and gives no instruction about it. Where it concerns both the Director and the Ethical Recruitment Officer, the deputy designated under clause 11.1 is the Handler. Where no person named in this clause can act as Handler because the Grievance concerns that person or because of clause 11.3, the Company engages for that Grievance a person who is not a member of the Personnel, is not a relative of the Director and takes no instruction from the Director in handling it; a person whom the Grievance concerns takes no part in choosing that person.

11.3. A person who has a personal, family or financial interest in the matter or in the Respondent declares it in writing to the Director before taking any step (the Director declares it to the Ethical Recruitment Officer) and takes no part in the handling of the Grievance. The Handler records in the Grievance Register that the conflict-of-interest check was made, and its result.

11.4. A Recruitment Partner or an Employer never investigates or decides a Grievance about itself. It is asked for information and is required to cooperate.

11.5. A decision given by a person engaged under clause 11.2 is a decision of the Company and is carried out as any other decision under this Procedure. For that purpose the person has access to the file of the Grievance, to the file of the Worker concerned and to the Personnel.

12. Investigation

12.1. The Handler establishes the facts by the means the case requires: the Complainant's account; the records in the Worker's file; documents, messages and receipts; the Respondent's written answer; interviews with other Workers, held without the Respondent present; and, where needed, a visit to the workplace, the accommodation or the Recruitment Partner's office.

12.2. The Handler puts the allegation to the Respondent in writing, subject to clauses 7.2 and 8.2, and requires a written answer within 3 working days of the request. Where no answer is received in that time, the Handler decides on the information available and records the failure to answer in the file; a failure by a Recruitment Partner or an Employer is a breach of clause 16.3 of the Code of Conduct for Recruitment Partners or of point 16 of the Employer's Undertaking.

12.3. A Grievance is substantiated where the information gathered makes the facts alleged more likely than not; substantiated in part where that is so for some of the facts alleged; and not substantiated where the information gathered makes the facts alleged less likely than not. Where the information gathered allows none of these findings, the Handler records that no conclusion is possible and states what was missing. An allegation that a payment was demanded or made is not rejected for want of a receipt; the same test applies to a repayment under clause 11.11(b) of the Ethical Recruitment Policy and clause 21.1 of the Code of Conduct for Recruitment Partners.

12.4. The Handler keeps in the file a dated written note of each step taken and of the information obtained.

13. Decision

13.1. Before deciding, the Handler tells the Complainant what has been established, asks what remedy the Complainant seeks and records the answer in the Grievance Register.

13.2. The Handler makes one of the following findings: substantiated; substantiated in part; not substantiated; no conclusion possible.

13.3. Within 10 working days of receipt the Handler gives the Complainant a written decision in the language of the Grievance and, where the Grievance was made orally or the Complainant asks, also explains it orally. The decision states: the finding; the reasons; the remedy, the person who is to provide it and the date by which it is due; the right to a review under clause 16 and how to ask for one; and the bodies listed in Annex 2.

13.4. Where the facts cannot be fully established within 10 working days, the Handler gives the Complainant within that period a reasoned interim decision in writing, in the language of the Grievance. The interim decision states what has been established, the measures already taken, the steps outstanding and the date of the final decision. The final decision is given not later than one month after receipt of the Grievance. Where the matter cannot be resolved within that month, the Director (or, for a Grievance handled under clause 11.2, the Handler) fixes a later date, not later than 45 calendar days after receipt, and the Handler informs the Complainant in writing of that date and of the reason before the month ends. These limits are those that Article 20 of the Law of Ukraine "On Citizens' Appeals" sets for the consideration of an appeal. The extension and its reason are entered in the Grievance Register.

13.5. Where the full reasons would disclose the identity of another person or expose another person to Retaliation, the Handler gives the decision in summary form. The summary states the finding, the remedy, the right to a review and the bodies listed in Annex 2. The full decision is kept in the file.

14. Remedies

14.1. Where a Grievance is substantiated in whole or in part, the Company provides the remedy that lies within its own power and requires the Recruitment Partner or the Employer to provide the remedy that lies within theirs. On the day of the decision the Handler notifies the Respondent in writing of the finding, of the remedy required and of the date by which it is due.

14.2. Remedies include, as the case requires:

(a) repayment in full of every sum that the Candidate or Worker paid in breach of clause 11 or 12 of the Ethical Recruitment Policy, within 30 calendar days of the Company's written notice of the finding to the recipient; the notice is given on the day of the decision, and the case is entered in the Reimbursement Register (R-05) and followed under clause 11.11 of that Policy;

(b) return of a Personal Document held in breach of clause 13.1 of the Ethical Recruitment Policy: the Handler demands the return in writing on the day on which the Handler learns that the document is held, for return to the person on that day;

(c) payment of wages due, and correction of the terms of employment to those in the Employment Contract;

(d) correction of unsafe conditions of work or accommodation;

- (e) an end to the conduct complained of, the reversal of any act of Retaliation, and a written undertaking that the conduct will not be repeated;
- (f) assistance in ending the employment and in returning home, including the measures in clauses 14.8 and 14.9 of the Ethical Recruitment Policy;
- (g) assistance in reaching the police, the State Labour Service of Ukraine, a court, the embassy or another body listed in Annex 2;
- (h) an apology;
- (i) action under clause 30.1 of the Ethical Recruitment Policy against a member of the Personnel;
- (j) a corrective action plan for, or the suspension or termination of the Company's agreement with, a Recruitment Partner or an Employer.

14.3. The Company does not promise a result that depends on a third party. It requires the remedy in writing, uses the means that its agreement with the Respondent gives it (the withholding of sums due to a Recruitment Partner, the contractual penalty, suspension and termination) and follows the matter until the remedy is provided or the Director records in the Risk and Corrective Action Register (R-08), with reasons, that those means are exhausted (clause 27.3 of the Ethical Recruitment Policy). Clause 11.11 of that Policy applies to a repayment.

14.4. No remedy is made conditional on the Complainant waiving a right or withdrawing a complaint made to a court or an authority.

15. Follow-up and closure

15.1. The Handler checks on the day each remedy is due whether it has been provided, follows it until it has been provided or the means in clause 14.3 are exhausted, and obtains the Complainant's written confirmation where the Complainant can be reached. The confirmation, or other proof that the remedy was provided, is kept in the file.

15.2. The Handler closes a Grievance with one of the following statuses: remedied; remedied in part; not remedied; not substantiated; no conclusion possible; withdrawn; closed for lack of information; outside this Procedure and referred (clause 9.4).

15.3. At closure the Handler asks the Complainant whether the Grievance was handled fairly and what could be done better, and records the answer.

15.4. A Complainant may withdraw a Grievance at any time. The Handler asks the Complainant the reason and records it; a withdrawal that the Respondent asked for or obtained by pressure is treated as Retaliation. Where the Grievance is an Urgent Grievance, the Handler continues the investigation of the Company's own motion, subject to clause 7.2.

15.5. On the day of closure the Handler informs the Complainant in writing, in the language of the Grievance, of the closing status and the reasons for it. Where the status is "remedied in part" or "not remedied", the notice states what the Company did to obtain the remedy and names the bodies in Annex 2 that can order it. Between the decision and closure the Handler informs the Complainant of the steps taken to obtain the remedy at least once every 30 calendar days.

16. Review

16.1. A Complainant who disagrees with the decision or with the way the Grievance was handled may ask for a review through any channel in clause 5.1. No ground need be stated and no time limit applies. A member of the Personnel who receives the request passes it, on the day it is received, to the Ethical Recruitment Officer (or, in a case within clause 7.5, to the Handler under clause 11.2), who enters its date in the Grievance Register and passes it to the reviewer on the same day.

16.2. The review is carried out by the Director. Where the Director was the Handler or took part in the decision under review, or where the Grievance concerned the Director, the review is carried out by the deputy designated under clause 11.1. A person who took part in the decision under review, or whom the Grievance concerns, does not review it, and clause 11.3 applies to the reviewer. Where neither the Director nor the deputy can carry out the review for one of those reasons, it is carried out by a person engaged in the manner provided in clause 11.2.

16.3. The reviewer may confirm the decision, change it or direct a further investigation, and gives the Complainant a written decision with reasons, in the language of the Grievance, within 10 working days of the request. Where the reviewer directs a further investigation, the decision on review names the points to be investigated and the Handler, and clauses 13.3 and 13.4 apply to the new decision from the date of the decision on review. The Complainant may ask for a review of the new decision. A decision on review is not reviewed again under this Procedure; clause 17 remains open.

17. Remedies provided by law

17.1. A Complainant may at any time, before, during or after this Procedure, apply to a court, a public authority, an embassy or consulate, a trade union or any other body, in Ukraine or in the country of origin. The Company does not obstruct or discourage such an application and does not treat it as a reason to stop handling the Grievance.

17.2. The bodies to which a Candidate or Worker may apply are listed in Annex 2: the State bodies in Ukraine and in the country of origin, the embassy, the Employer's own complaints contact and any trade union at the workplace. The Complaints Leaflet reproduces the list, and every Worker receives the Leaflet during the pre-departure orientation (clause 22.1). On request a member of the Personnel helps a Worker to identify the body or the court that is competent and to write to it or to call it, in Ukrainian where it is in Ukraine.

17.3. Where a Grievance discloses signs of a criminal offence, the Company acts in accordance with clause 6.5 of the Ethical Recruitment Policy.

18. Grievances about Recruitment Partners and Employers

18.1. Each Recruitment Partner is bound by clauses 16.1 to 16.3 of the Code of Conduct for Recruitment Partners, and each Employer by points 16 and 20 of the Employer's Undertaking (UW-F-06), to inform Workers of this mechanism, to answer the Company's questions within 3 working days, to cooperate in an investigation and to refrain from Retaliation. The Employer also tells each Worker on the first day of work which person at the Employer receives Workers' complaints (point 16).

18.2. At each contact under clauses 16.4 and 16.5 of the Ethical Recruitment Policy the Ethical Recruitment Officer asks the Worker about the conduct of the Recruitment Partner, of any Sub-agent and of the Employer. An answer that discloses a matter listed in clause 3.2 is entered in the Grievance Register on the day of the contact and is handled as a Grievance.

18.3. A complaint that a Recruitment Partner sends to the Company under clause 16.4 of the Code of Conduct for Recruitment Partners is a Grievance. The Recruitment Partner's own complaints procedure does not replace this Procedure: where the complaint concerns the Recruitment Partner or its Sub-agent, the Company investigates and decides it (clause 11.4).

19. Roles and responsibilities

19.1. The Director is accountable for the operation of this Procedure, provides the means to apply it, is informed of every Urgent Grievance on the day it is assessed under clause 10.3 and carries out reviews.

19.2. The Ethical Recruitment Officer receives, registers, acknowledges, classifies, assesses, investigates and decides Grievances, notifies the decisions, follows remedies, closes Grievances, keeps the Grievance Register and reports under clause 21.

19.3. Every member of the Personnel passes a Grievance to the Ethical Recruitment Officer (or, in a case within clause 7.5, to the Handler under clause 11.2) on the day it is received and cooperates in its investigation.

20. Records and data protection

20.1. All Grievances, however received, are recorded in one central Grievance Register (R-04), which is kept in the storage system designated under clause 18.8 of the Ethical Recruitment Policy. The Register records: the reference number; the date, time and channel of receipt; the language; the category of Complainant, or that the Grievance is anonymous; the Respondent; the subject; the classification, with its date and time; for an Urgent Grievance, the date and time of the assessment, of the first contact and of the notice to the Director (clause 10.3); each assessment of exposure to Retaliation (clause 8.2); each interim measure (clause 10.4); the Handler; the conflict-of-interest check; whether the Complainant consented to the disclosure of identity (clause 7.2); the dates of the acknowledgement, of any interim decision, of the decision and of its communication; any extension and its reason; the remedy the Complainant seeks; the finding; the remedy, the person required to provide it, the date due, the date provided and the proof; the review, if any, with the dates of the request and of the decision; any referral to an outside body; the closing status and date; the dates of the notices given to the Complainant under clause 15.5; the Complainant's feedback; and the corrective action taken by the Company, by reference to the entry in the Risk and Corrective Action Register (R-08).

20.2. The Handler keeps a file for each Grievance in the same storage system. Access to the Register and to the files is limited to the Handler, the deputy designated under clause 11.1, the reviewer and, subject to clause 7.5, the Director. A translator receives only the text to be translated, and an auditor has access as provided in clause 7.1.

20.3. Grievance records are kept for 3 years after closure. The Ethical Recruitment Officer then deletes the file, removes from the entry in the Grievance Register the name and contact details of every person and notes the date of deletion in the entry, unless a law or a pending claim requires a longer period. Personal data in the records are processed in accordance with the Law of Ukraine "On Personal Data Protection" and the Privacy Notice for Candidates and Workers.

21. Reporting and learning

21.1. The Ethical Recruitment Officer reports to the Director in writing once a quarter on: the number of Grievances received; their subjects; the time taken at each stage and each time limit in Annex 1 that was missed, with the reason; the findings; the remedies provided and the remedies outstanding; and every Respondent, place of work or subject that appears in more than one Grievance.

21.2. On the day of the decision the Ethical Recruitment Officer records each Grievance substantiated in whole or in part as a nonconformity in the Risk and Corrective Action Register (R-08), and it is dealt with under clause 27 of the Ethical Recruitment Policy.

21.3. Grievances are considered at each management review. Where no Grievance was received in the period under review, the Director examines, and records in the Management Review Minutes (R-10), whether Workers know of the mechanism and are able to use it.

21.4. Not later than 31 March each year the Company publishes on its website the number of Grievances received in the preceding calendar year, by subject, their closing statuses and the number decided within the time limits in clauses 13.3 and 13.4. The figures are aggregated so that no Complainant, Respondent, Employer or Recruitment Partner can be identified; a category that contains fewer than three Grievances is merged with another.

22. Awareness and training

22.1. The Recruitment Partner gives every Candidate the Complaints Leaflet with the Recruitment Service Terms (clause 9.1 of the Code of Conduct for Recruitment Partners). It gives the Leaflet to every Worker again on paper, with an explanation in the Worker's language, during the pre-departure orientation (clause 12.3 of that Code), and the answer to question 6 in Part E of the Pre-Departure Orientation Record (UW-F-03) records that the Worker can state how to make a Grievance. At each contact under clause 16.5 of the Ethical Recruitment Policy the Ethical Recruitment Officer asks whether the Worker knows how to make a Grievance (question 10 of form UW-F-09) and, where the Worker does not, sends the Leaflet again on the same day.

22.2. The Complaints Leaflet is published on the Company's website in English, Hindi and Ukrainian, with a link from every page of the site. The e-mail address and the WhatsApp and Telegram number in clause 5.1(a) and (b) are stated in every Offer.

22.3. The Ethical Recruitment Officer, the deputy, the Director and any other person who handles or reviews Grievances receive training on this Procedure before taking up that function and once every twelve months thereafter. The training is recorded in the Training Register (R-09).

23. Approval and review

23.1. This Procedure is approved, amended and withdrawn by order of the Director.

23.2. The Director reviews it at least once every twelve months, taking into account the feedback of Complainants, and after every Urgent Grievance that was substantiated in whole or in part.

23.3. Once every twelve months, before the review under clause 23.2, the Ethical Recruitment Officer asks for comments on the working of this Procedure from: Workers, at the contacts under clause 16.5 of the Ethical Recruitment Policy; each Recruitment Partner and each Employer, in writing; and any trade union or organisation assisting migrant workers that acted for a Complainant in the preceding twelve months. The comments and the Director's response to them are recorded in the Management Review Minutes (R-10).

Version	Date	Change	Approved by
1.0	12 October 2026	First issue. Replaces the description of the complaints procedure in version 1.0 of the Ethical Recruitment Policy	Director

Annex 1. Time limits

Step	Time limit	Clause
Reading of the channels in clause 5.1(a) and (b)	At least once on every calendar day	11.1
Oral Grievance written down and passed to the Ethical Recruitment Officer	Day of receipt	5.3, 19.3
Entry in the Grievance Register	Day of receipt or, where the Grievance is received on a day that is not a working day, the next working day	9.1
Classification as urgent or standard	24 hours from receipt	10.1
Assessment of an Urgent Grievance and first contact	24 hours from receipt	10.3
Director informed of an Urgent Grievance	Day of the assessment	10.3
Acknowledgement to the Complainant	3 working days from receipt	9.2
Answer of the Respondent to the Company	3 working days from the request	12.2
Reasoned decision	10 working days from receipt	13.3
Interim decision, where the facts are not yet established	10 working days from receipt	13.4
Final decision after an interim decision	One month from receipt; where a later date is fixed and notified, not later than 45 calendar days from receipt	13.4
Written notice of the finding and of the remedy to the Respondent	Day of the decision	14.1
Repayment of money to the Candidate or Worker	30 calendar days from the Company's written notice of the finding	14.2(a)
Written demand for the return of a Personal Document	Day on which the Handler learns that the document is held	14.2(b)

Step	Time limit	Clause
Information to the Complainant on the steps taken to obtain a remedy	At least once every 30 calendar days between the decision and closure	15.5
Notice of closure to the Complainant	Day of closure	15.5
Request for a review passed to the reviewer	Day of receipt	16.1
Decision on review	10 working days from the request	16.3
Decision of the Director on a Recruitment Partner found to have retaliated	5 working days from the finding	8.4
Keeping of records	3 years after closure	20.3
Report of the Ethical Recruitment Officer to the Director	Once a quarter	21.1
Publication of the annual figures	Not later than 31 March each year	21.4

Annex 2. Bodies to which a Candidate or Worker may apply

The contact details of the bodies in Ukraine and of the Embassy of India were checked against the publications of those bodies on 3 and 4 October 2026, and those of the bodies in India on 11 October 2026 against the publications of the Ministry of External Affairs of India. The Ethical Recruitment Officer verifies every entry again at each review under clause 23.2 and whenever a contact fails.

In Ukraine

Body	Matter	Contact
National Police of Ukraine	Danger, violence, threats, withheld documents, signs of trafficking	102
Emergency medical service	Injury or illness requiring urgent care	103
Government hotline on combating trafficking in human beings and on preventing and combating domestic violence, gender-based violence and violence against children	Trafficking in persons, violence	1547
Ukrainian Parliament Commissioner for Human Rights	Violation of human rights; protection of personal data	1678 (free of charge in Ukraine; Monday to Thursday 9:00 to 18:00, Friday 9:00 to 16:45); from outside Ukraine +380 44 299 74 08; hotline@ombudsman.gov.ua; 21/8 Instytutska Street, Kyiv, 01008
State Labour Service of Ukraine	Unpaid wages, working hours, safety at work	(044) 288 10 00
Local general court	Labour disputes (Article 233 of the Labour Code of Ukraine) and other claims	On request the Company helps the Worker to identify the court that has jurisdiction and to find its address (clause 17.2)
The Employer	Any matter concerning the employment	The person whom the Employer names to each Worker on the first day of work as receiving Workers' complaints (point 16 of the Employer's Undertaking)

Body	Matter	Contact
Trade union at the workplace, where there is one	Any matter concerning the employment	As given to the Worker at the pre-departure orientation (topic 14 of form UW-F-03)
Embassy of India in Ukraine	Consular assistance to nationals of India	20-B Maxima Berlinskogo Street, Kyiv, 01901; +380 44 468 6661, 468 6219, 468 7032; emergency +380 93 355 9958; cons.kyiv@mea.gov.in

In the country of origin

Body	Matter	Contact
India: the Protector General of Emigrants, Ministry of External Affairs	Complaints against recruiting agents	10th Floor, Akbar Bhavan, Chanakyapuri, New Delhi 110021; pge@mea.gov.in
India: Pravasi Bharatiya Sahayata Kendra, Ministry of External Affairs	Guidance and help for Indians who work abroad or plan to; complaints	24-hour helpline 1800 11 3090 (toll-free in India)
India: the eMigrate portal of the Ministry of External Affairs	Checking whether a recruiting agent is registered	emigrate.gov.in
India: the MADAD consular grievance portal of the Ministry of External Affairs	Consular grievances of Indian nationals abroad	madad.gov.in

A problem or a complaint? Tell us.

Ukraine Works wants to know when something is wrong. Complaining costs nothing, and nobody may punish you for it.

If you are in danger now

In Ukraine call the police on 102 or an ambulance on 103. Then write to us.

If you cannot call, tell us and we will call for you.

How to reach us

- Email: support@ukraineworks.com.ua
- Phone, WhatsApp or Telegram: +380 99 878 1755
- On WhatsApp or Telegram you can write, send a voice message or call.
- Post or visit: Ukraine Works, 42 Holosiivskyi Avenue, office 307, Kyiv, 03039, Ukraine. The office is open Monday to Friday, 10:00 to 18:00 Kyiv time.
- You can also tell any member of our staff, face to face or when we call you. They write down what you say on the same day and read it back to you.
- You can use the form at the end of this page. You do not have to.
- You do not have to complain to the agency in your country or to your employer first.
- Write in English, Hindi, Ukrainian or any other language. Use the language you know best.
- We answer in the language you used. If you used a language other than English, Hindi or Ukrainian, we ask you which of these three you want.
- If it is urgent, start your message with the word URGENT. We read these first.
- You may write without giving your name. We will still look into it, but we cannot answer you or ask you anything unless you leave a phone number or an email.
- A person you trust may help you or come with you at every step.

Who can complain

- You, if we or our partner agency recruited you or are recruiting you now.
- You can complain at any time, also after the job has ended or after you have gone home. It does not matter whether your visa or permit is still valid.
- Your family, a friend or anyone else you ask to write for you.
- A co-worker, a trade union, an organisation that helps workers, or any person who knows that our rules were broken.
- If someone writes for you, we ask you to confirm it before we tell that person anything about you.

What you can complain about

- Somebody asked you for money for the job.
- Somebody took or kept your passport or other documents.
- The job, the pay, the hours or the housing are not what you were promised.
- Your wages are late or not paid in full.
- Threats, violence, insults or harassment.
- Unsafe work or unsafe housing.
- You are not allowed to leave the workplace or the place where you live.
- Somebody took your phone or stops you from calling or writing to people.
- You are treated worse than other workers because of who you are, for example your country, religion, caste or sex.

- Somebody used your personal data, or passed them on, in a way you did not agree to.
- Somebody punished or threatened you or your family because you complained or helped another person to complain.
- Anything else that worries you about our agency, the agency in your country or your employer.

When a complaint is urgent

We treat your complaint as urgent, also if you did not write URGENT, in any of these cases:

- A person's life, health or freedom is in danger.
- There is violence, a threat of violence or sexual harassment.
- Somebody is keeping your passport or another of your documents.
- You are not allowed to leave the workplace or the place where you live, or to contact people.
- Your wages are being kept back, or a debt is being used, to keep you in the job.
- You are being forced to work, or there is another sign of forced labour or human trafficking.
- You have been left without documents, money or a place to stay.
- A person under 18 has been recruited or is working.
- Somebody is punishing or threatening you because of a complaint.

Within 24 hours after we receive an urgent complaint, on any day of the week, we read it, decide what must be done first and contact you, if you gave us a way to reach you.

What to write

- What happened, where and when.
- Who did it: the agency, the employer, or the person's name if you know it.
- If you paid money: how much, to whom and when. Send a photo of the receipt or the message if you have one.
- No receipt? Tell us anyway. We do not reject a complaint about money because there is no receipt.
- What you want us to do.
- How we can reach you.
- Tell us as much as you can. If we need more, we ask you.

What happens next

- We reply within 3 working days to say that we have your complaint and who is dealing with it.
- The reply gives you a reference number and the date by which you will have our answer.
- Our complaints officer (the Ethical Recruitment Officer of Ukraine Works) looks into it. If the complaint is about that officer, our Director looks into it.
- If the complaint is about our Director, our complaints officer looks into it and the Director takes no part.
- An agency or an employer never looks into a complaint about itself. The agency you complain about never translates your message.
- We ask the employer or the agency only what we need to know. We do not give them your name unless you agree.
- If we cannot look into your complaint without the employer or the agency learning who you are, we tell you first, and you decide.
- Before we decide, we tell you what we have found and ask you what you want done.
- Within 10 working days we give you our answer and tell you what will be done.
- The answer is in writing, in the language you used, and gives our reasons.
- If we cannot find out all the facts in 10 working days, we tell you within those 10 working days what we have found, what we have done and the date of our final answer. The final answer comes within one month after

we received your complaint. If we need longer, we tell you why before the month ends; the limit is 45 calendar days after we received your complaint.

- If you do not agree with the answer, tell us. A person who did not handle your complaint reviews it and answers within 10 working days.
- You do not have to give a reason for asking, and you can ask at any time.
- We check that what was decided is done, and we ask you to confirm it. Until it is done, we tell you at least once every 30 calendar days what we have done about it.
- When we close your complaint, we tell you in writing how it ended and why, and we ask you whether it was handled fairly.
- You can take your complaint back at any time. If it is urgent, we still look into it.

What we can do

- Require whoever took a fee or a deposit from you for the job, or a payment that is not on your Cost Disclosure Statement, to pay it back in full within 30 calendar days of our written notice.
- If a member of our own staff took the money, we pay you back ourselves within the same 30 days.
- We follow it up until you confirm that you have the money, or until we have used every means that our agreement with that agency or employer gives us.
- Require, on the day we learn of it, that your documents are returned to you at once, and follow it up in the same way.
- Require the employer to pay the wages it owes you, to keep to your contract and to make unsafe work or housing safe, and follow it up in the same way.
- Require that the wrong conduct stops and is not repeated, and that any punishment for complaining is undone. We can also require an apology.
- Help you to end the job and to go home, if that is what you want. In some cases our agreement with the employer makes the employer pay for your journey home, for example if it broke your contract or the law, or if you suffered violence or forced labour.
- End our cooperation with an agency or an employer that breaks the rules.
- Take action against a member of our own staff who broke the rules.
- Help you reach the police, a labour inspector or your embassy.
- In an urgent case we can act before we give our answer: require the return of a document, stop sending workers to that employer, or help you move to another place to stay.

What we cannot do

- We are not your employer, the police or a court. We cannot order an agency or an employer to pay you or to give back a document. We can require it under our agreements with them, and we can stop working with them.
- We cannot promise a result that depends on another person or company. If they still refuse after we have used every means that our agreement gives us, we tell you so in writing and help you to go to a State body or a court that can order it.
- After a fixed time we delete the records of your recruitment; our Privacy Notice gives the periods. You can still complain later, but we may then not be able to find out what happened.

Our promises

- Free. You never pay to complain.
- We pay for translation.
- Private. Only the people who deal with your complaint see it.
- If a law obliges us to give your complaint to a court or a State body, we tell you before we do so, unless the law forbids that.

- No punishment. Nobody may punish you, dismiss you or send you home because you complained. If someone tries, tell us at once.
- We treat that as urgent. A threat to your family counts as punishment. The same rule protects anyone who helped you and anyone who gave us information, and it applies even if we cannot confirm what you told us.
- If a member of our staff punishes a person for complaining, we take action against that staff member. An agency or an employer that does so can lose its agreement with us.
- Recorded. Every complaint goes into our register with the date and the result.
- We keep the file for 3 years after the complaint is closed. Then we delete it and remove your name from the register.
- Your rights stay. We never ask you to give up a right, or to take back a complaint you made to a court or an authority, in return for what we decide you should have.
- Open. By 31 March each year we publish on our website how many complaints we received in the year before, what they were about and how they ended. No names are published.

Other places to go in Ukraine

You do not have to come to us first. Complaining to us does not take away any of these rights.

You can go to them before, during or after your complaint to us. We go on with your complaint all the same.

- Government hotline on human trafficking: 1547
- Ukrainian Parliament Commissioner for Human Rights: 1678 (free in Ukraine); from other countries +380 44 299 74 08; hotline@ombudsman.gov.ua
- State Labour Service of Ukraine (Derzhpratsi), for unpaid wages and unsafe work: (044) 288 10 00
- Embassy of India in Ukraine: 20-B Maxima Berlinskogo Street, Kyiv, 01901; +380 44 468 6661, +380 44 468 6219, +380 44 468 7032; emergency +380 93 355 9958; cons.kyiv@mea.gov.in
- A court in Ukraine
- Your employer. Ask the employer who takes workers' complaints at your workplace.
- A trade union at your workplace, if there is one.

These lines usually answer in Ukrainian. If you need help to speak to them, ask us.

Places to go in your own country

- India: the Protector General of Emigrants, Ministry of External Affairs, for complaints against recruiting agents: 10th Floor, Akbar Bhavan, Chanakyapuri, New Delhi 110021; pge@mea.gov.in
- India: Pravasi Bharatiya Sahayata Kendra, the 24-hour helpline of the Ministry of External Affairs for Indians who work abroad or plan to: 1800 11 3090 (toll-free in India)
- India: the eMigrate portal of the Ministry of External Affairs, where you can check whether a recruiting agent is registered: emigrate.gov.in
- India: the MADAD portal of the Ministry of External Affairs, for Indian nationals abroad who need help from a consulate: madad.gov.in

This page is a short description of the Grievance and Remedy Procedure of Ukraine Works (UW-PRO-01). The full Procedure is on ukraineworks.com.ua, and we give it to you if you ask. If this page and the Procedure differ, you lose nothing by having relied on this page.

Complaints Leaflet UW-LFT-01, version 2.0. Parent document: Grievance and Remedy Procedure (UW-PRO-01).

Complaint Form (UW-F-12)

You do not have to use this form, and you may leave any field empty. Send it to support@ukraineworks.com.ua or to WhatsApp or Telegram +380 99 878 1755, post it to our office, or give it to any member of our staff.

No.	Question	Your answer
1	Your name (you may leave this empty)	
2	Phone, WhatsApp or email where we can answer you	
3	Language you want the answer in	
4	Who is the complaint about: Ukraine Works / the agency in my country / my employer / someone else	
5	Name of the agency or employer, and the city	
6	What happened? Give dates if you can	
7	Did you pay money to anyone? How much, to whom, when?	
8	Does someone else hold your passport or documents? Who?	
9	Are you in danger now? Yes / No	
10	What do you want us to do?	

No.	Question	Your answer
11	May we give your name to the employer or the agency to solve this? Yes / No	
12	Photos or documents (attach them)	
13	Date	
14	Are you writing for another person? If yes: that person's name, and how we can reach that person	

If you answer No to question 11, we look into your complaint as far as we can without your name.

What I have written is true as far as I know.

For Ukraine Works (filled in by the staff): reference number; date and time received; channel; received by. / Заповнює Ukraine Works: реєстраційний номер; дата і час отримання; канал; хто прийняв.

Privacy Notice for Candidates and Workers

Document control	
Document	Privacy Notice for Candidates and Workers
Number	UW-NOT-01
Version	2.0 of 12 October 2026. Replaces version 1.0 of October 2026
Controller	LIMITED LIABILITY COMPANY «UKRAINE WORKS CONSULTING», identification code 46148417
Approved by	Order of the Director of LLC «UKRAINE WORKS CONSULTING», Anzhelika Kolomiyets, of 12 October 2026
Parent document	Ethical Recruitment Policy (UW-POL-01), clause 18
Review	At least once every twelve months and on any change in the processing described
Authentic text	Ukrainian. Candidates receive a plain-language summary of this notice in English, Hindi or Nepali; the full text is published on ukraineworks.com.ua and given on request

1. The controller

1.1. The controller of your personal data, within the meaning of Article 2 of the Law of Ukraine "On Personal Data Protection" No. 2297-VI of 1 June 2010 ("the Law"), is LIMITED LIABILITY COMPANY «UKRAINE WORKS CONSULTING», 42 Holosiivskyi Avenue, office 307, Kyiv, 03039, Ukraine ("the Company", "we").

1.2. Questions and requests about your personal data may be sent to info@ukraineworks.com.ua, made by a message or a call on WhatsApp or Telegram to +380 99 878 1755, or sent by post to the address in clause 1.1. Our Ethical Recruitment Officer answers them (section 11).

2. Who and what this notice covers

2.1. This notice applies to every person whom the Company considers for employment with an employer in Ukraine ("Candidate") and to every Candidate who accepts such employment ("Worker"). It also applies to the family member whom you name as your emergency contact and, as regards the data in a complaint file, to any other person who makes a complaint to us or gives information in one (section 15).

2.2. It describes the processing carried out by the Company. The recruitment agency in your country ("Recruitment Partner") collects your data and passes them to the Company; for vacancies of the Company it uses them only on the Company's instructions and for the purposes in section 5. Where the law of its own country requires the Recruitment Partner to keep records of its recruitment, it keeps them as a controller in its own right and answers for them under that law. The employer in Ukraine becomes a separate controller of the data it receives and processes them under the labour legislation of Ukraine.

2.3. This notice, or its plain-language summary in English, Hindi or Nepali, is given to you in fulfilment of Article 12(2) of the Law, before your data are collected, together with the Consent to the Processing of Personal Data (UW-F-11). Where the summary differs from this notice, this notice applies; a person who relied on the summary is not placed at a disadvantage by the difference.

3. Personal data we process

Category	Data
Identity	Name, date and place of birth, nationality, sex, photograph
Passport	Copy of the passport and the particulars it contains
Contact	Telephone, e-mail address, home address; name and telephone of a family member to be contacted in an emergency

Category	Data
Qualifications and experience	Education, employment history, skills, certificates, languages; results of interviews and skills tests, including photographs or video of a test where one is recorded
Documents required by authorities or by the employer	Police clearance certificate, where a public authority requires one or the employer requires one because of the nature of the work (section 6)
Health	Medical insurance; a medical certificate, where a public authority or the nature of the work requires one
Migration and travel	Applications for the work permit, the visa and the residence permit and the decisions on them; taxpayer registration number; travel bookings; address of accommodation in Ukraine
Recruitment records	The offer and the employment contract; the Cost Disclosure Statement and the evidence of what you paid; the record of your pre-departure orientation; your pre-departure declaration; the records of our contacts with you after arrival
Communications	Your messages, questions, complaints and our replies

3.1. We do not collect data on your religion, caste, ethnic origin, political opinions or trade union membership, and we do not ask for a pregnancy test or an HIV test.

3.2. We collect only the data needed to assess your suitability for a vacancy and to arrange your documents, travel and employment (Article 6 of the Law).

4. Where the data come from

4.1. We receive your data from you; from the Recruitment Partner; from the employer (interview results and the offer of employment); and from the public authorities that decide on your permit, visa and residence permit.

5. Purposes and legal grounds

Purpose	Data used	Legal ground under the Law	If you do not provide the data
Assessing you for a vacancy and presenting your profile to an employer	Identity, contact, qualifications and experience	Your consent (Article 11(1)(1)); steps taken at your request before a contract is concluded (Article 11(1)(3))	We cannot consider you for the vacancy
Preparing the employment contract and the applications for the work permit, the visa and the residence permit	Identity, passport, qualifications, migration data; a medical certificate and a police clearance certificate where required (section 6)	Article 11(1)(3); your consent (Article 11(1)(1)); for the medical certificate and the police clearance certificate, your unambiguous consent (Article 7(2)(1))	The employer cannot obtain a work permit for you and the recruitment cannot continue
Arranging medical insurance, travel and arrival, your taxpayer registration and, where we assist with it, a bank account	Identity, passport, contact, health (insurance), migration and travel data	Article 11(1)(3); your consent (Article 11(1)(1)); for the insurance, your unambiguous consent (Article 7(2)(1))	We cannot arrange the insurance, the journey, the registration or the account
Verifying your age and that the recruitment complied with our Ethical Recruitment Policy	Passport, cost and orientation records, your declaration	Our legitimate interest in verifying your age and that the recruitment was lawful and complied with our Policy (Article 11(1)(6)); so far as the check concerns the prohibition on taking payment from you, our duty under Article 37(2) of the Law of Ukraine "On Employment of the Population" (Article 11(1)(5))	The recruitment cannot continue

Purpose	Data used	Legal ground under the Law	If you do not provide the data
Contacting you after arrival and handling your questions and complaints	Contact, communications, recruitment records	Your consent (line 2 of form UW-F-11); our legitimate interest in checking that the terms promised to you are kept and in resolving a complaint (Article 11(1)(6))	We cannot answer you; an anonymous complaint is still examined
Protecting you in an emergency: informing the police, the emergency medical service, your embassy or consulate and your family	Your name, where you are and the facts of the emergency; name and telephone of your emergency contact	Protection of your vital interests (Article 11(1)(4)) and your consent on line 10 of form UW-F-11. For the data of your emergency contact: our legitimate interest, and yours, in being able to protect your life and health (Article 11(1)(6)); you confirm on line 7 of form UW-F-11 that you have told that person that you gave us the name and number, and why (Article 12(2))	We have no one to inform
Keeping the records of your recruitment for the periods in section 9 and answering legal claims	Data in your file	Our legitimate interest in being able to show how you were recruited and to answer a claim (Article 11(1)(6)); a duty to keep a record, where a law imposes one (Article 11(1)(5))	Not applicable
Offering you other vacancies (optional)	Identity, contact, qualifications	Your separate consent (line 5 of form UW-F-11)	We delete your profile as stated in section 9

6. Health data and data on criminal convictions

6.1. Data concerning health and data on criminal convictions belong to the categories whose processing Article 7(1) of the Law prohibits unless a ground in Article 7(2) applies.

6.2. We process your medical insurance and a medical certificate only where a public authority or the nature of the work requires the document. We process a police clearance certificate only where a public authority requires it, or where the employer requires it because of the nature of the work, has stated the requirement in the job order before the search began, and we have checked that the work does require it (form UW-F-13, line 13 of Part A and line 9 of the review note). In each case the only ground is your unambiguous consent (Article 7(2)(1) of the Law), which you give on line 4 of form UW-F-11.

6.3. The result of a medical examination is used only to establish what the public authority or the nature of the work requires. No Candidate is rejected or ranked on any other finding in it.

7. Recipients

7.1. We disclose your data only to the following recipients, and to each only the data that it needs for the reason stated (disclosure on a need-to-know basis).

Recipient	Data disclosed	Reason
The employer in Ukraine that is considering you or has hired you	Identity, passport, qualifications and experience, documents required for the permit	Selection; the work permit application; the employment contract
The Recruitment Partner in your country	Data needed to process your application; the decisions of the employer and of the authorities	Recruitment on our behalf
Public authorities of Ukraine and visa centres acting for them: the employment centre, consular posts and visa centres, the State Migration Service, the tax service	Data required by the application concerned	Work permit, visa, residence permit, taxpayer registration

Recipient	Data disclosed	Reason
The consulate of a transit State	Data required by the visa application	Transit visa, where your route requires one and we assist with it
The insurer	Identity, passport, period of cover	Medical insurance
The bank in Ukraine	Identity, passport, taxpayer number	Opening of an account, where we assist with it
Translators and notaries	The documents to be translated or certified	Preparation of documents
Carriers and ticket agents	Identity, passport	Travel bookings, where we make them
Providers of our e-mail, messaging and data-storage services	Data held in those systems	Technical operation, under a duty of confidentiality
The police, the emergency medical service, your embassy or consulate and your emergency contact	Your name, where you are and the facts of the emergency	Protection of your life, health or liberty
A translator or an independent reviewer engaged for a complaint	The complaint and the documents it concerns	Handling of the complaint, under a duty of confidentiality
An auditor engaged to check our recruitment practice	Data in the files examined	Verification, under a duty of confidentiality

7.2. We do not sell personal data and do not disclose them to advertisers, lenders or any recipient not listed above, unless a law or a decision of a court requires it.

7.3. On the day it is made, our Ethical Recruitment Officer enters each disclosure to a recipient listed above in the Personal Data Disclosure Log (R-07) with the date, the recipient, the data, the purpose and the ground. The storage of data with a provider of e-mail, messaging or data-storage services is entered once, when the provider is engaged. You may ask to see the entries that concern you (section 11).

7.4. The employer is bound by point 19 of the Employer's Undertaking (UW-F-06), and the Recruitment Partner by clause 14 of the Code of Conduct for Recruitment Partners, to keep your data confidential and to use them only for your recruitment and employment.

7.5. The disclosures in the table are made on the following grounds.

(a) Rows 1 to 8 (the employer, the Recruitment Partner, the public authorities of Ukraine, the consulate of a transit State, the insurer, the bank, translators and notaries, carriers and ticket agents): your consent on lines 2 and 3 of form UW-F-11 and, for data concerning health and for the police clearance certificate, on line 4.

(b) Row 9 (providers of e-mail, messaging and data-storage services): the providers act on our instructions and use the data for no purpose of their own; you consent on line 3 to the keeping of data on their servers.

(c) Row 10 (an emergency): your consent on line 10. Where you answered No on that line or cannot be asked, we inform the police or the emergency medical service only so far as is needed to protect your vital interests (Article 11(1)(4) of the Law).

(d) Row 11 (a translator or an independent reviewer engaged for a complaint): they act on our instructions, under a written duty of confidentiality, to handle a complaint that you made; you also consent on line 8. Where you answered No on that line, we handle the complaint without them so far as we can and ask you again where we cannot.

(e) Row 12 (an auditor): your consent on line 9. Where you answered No on that line, the auditor examines your file with your name and contact details removed.

8. Transfer of data between States

8.1. Your data are transferred from your country to Ukraine because the employment is in Ukraine, and from Ukraine to the Recruitment Partner in your country. Providers of our e-mail, messaging and data-storage services keep data on servers outside Ukraine. The Personal Data Disclosure Log names each provider, and we tell you on request which provider holds your data and in which State.

8.2. Under Article 29(3) of the Law, personal data may be transferred to a State that ensures an adequate level of protection; the Law treats the member States of the European Economic Area and the States that have signed the Council of Europe Convention for the Protection of Individuals with regard to Automatic Processing of Personal Data as such States. Where the recipient is in another State, we transfer your data only on a ground stated in Article 29(4) of the Law: your unambiguous consent, given on line 3 of form UW-F-11, or the need to conclude or perform a contract made in your interest.

9. How long the data are kept

Case	Period
You are not selected, or you withdraw	Deleted within 3 months after the selection for the vacancy is completed, that is, after the day on which the employer informs us of its choice or withdraws the vacancy
You are not selected, or you withdraw, and you agreed on line 5 of form UW-F-11 that we keep your profile for other vacancies	24 months from our last contact with you. You may ask for earlier deletion at any time
You are placed with an employer	3 years after our work on your placement ends, which is the day your employment with that employer ends or, if you return home, the day your return is completed
You accepted an offer and the recruitment ended before you started work	3 years after the day on which the recruitment ended
Records of a complaint	3 years after the complaint is closed
A person found to be under 21	Deleted within 3 months after the recruitment is stopped, except the record that the recruitment was stopped and why, the record of any repayment and, for a person under 18, the record of the measures taken for that person's return, which are kept for 3 years

9.1. At the end of the period our Ethical Recruitment Officer deletes the electronic data, destroys the paper copies and records the date in the Index of Candidate and Worker Files (Article 15 of the Law). Data are kept longer only where a law requires it or a legal claim is pending, and then only for that purpose. The name and telephone of your emergency contact are kept for the same period as your own data. The Recruitment Partner deletes its copy of the data of a Candidate who is not selected or who withdraws within the periods in the first two rows, and keeps the records of a placed Worker for 3 years after departure (clause 18.3 of the Code of Conduct for Recruitment Partners), except a record that the law of its country requires it to keep longer (clause 2.2).

10. Security

10.1. We protect personal data against accidental loss or destruction and against unlawful processing and access (Article 24 of the Law) by the following measures. Your file is kept in electronic form in one storage system. Each member of our staff uses an individual account protected by a password, which is closed on the day that person stops recruitment work. Paper documents are kept in a locked cabinet in our office. Our staff do not process your data in personal e-mail or messaging accounts.

10.2. Access to your file is limited to the members of our staff who work on your recruitment. Each of them has signed a confidentiality undertaking.

10.3. We work from copies and do not keep your original documents.

10.4. The Recruitment Partner is bound by clause 14.3 of the Code of Conduct for Recruitment Partners to notify us within 72 hours of any loss, leak or unauthorised access to your data. Where your data are affected by a loss, a leak or unauthorised access, with us or with the Recruitment Partner, we inform you within 72 hours after it is reported to our Ethical Recruitment Officer and tell you which data were affected and what we have done.

11. Your rights

11.1. Under Article 8 of the Law you have the right:

- (a) to know the sources of your data, where they are kept, the purpose of the processing and the recipients;
- (b) to have access to your data and to obtain a copy;
- (c) to receive, not later than 30 calendar days after we receive your request, an answer as to whether your data are processed and what they contain;
- (d) to object, giving reasons, to the processing of your data;
- (e) to require, giving reasons, that your data be corrected or destroyed where they are inaccurate or are processed unlawfully;
- (f) to withdraw your consent;
- (g) to the protection of your data against unlawful processing, accidental loss, destruction or damage;
- (h) to be protected against a decision that is made by automated means alone and has legal consequences for you;
- (i) to complain to the Ukrainian Parliament Commissioner for Human Rights or to a court;
- (j) to make reservations, when you give consent, that limit our right to process your data;
- (k) to know how your data are processed by automated means;
- (l) to use the legal remedies available where the legislation on personal data protection is breached.

11.2. To exercise a right, write to us or call us by any means stated in clause 1.2. We acknowledge your request within 3 working days and answer it within 30 calendar days of receiving it. The answer states what we have done or, where we do not do what you ask, the reason and where you may complain (section 15). Where we delete data at your request, we instruct the Recruitment Partner to delete its copy, and it is bound to do so within 10 working days, except the records that it must keep under clause 18 of the Code of Conduct for Recruitment Partners or under the law of its country (clause 14.4 of that Code). No fee is charged.

11.3. We may ask you to confirm your identity before we disclose data, so that they do not reach another person.

12. Consent and its withdrawal

12.1. You give consent on form UW-F-11 after this notice, or its summary, has been given and explained to you in a language you understand. Each consent is on a separate line of the form, and you answer Yes or No on each line. Lines 2, 3 and 4 are needed for the recruitment: section 5 states what follows if you answer No. Lines 5, 8, 9 and 10 are optional: your answer on them has no effect on your application. You may write on the form any reservation that limits a consent (clause 11.1(j)).

12.2. You are free to refuse consent, and to withdraw it at any time by any means stated in clause 1.2. Withdrawal does not affect processing carried out before it.

12.3. Where you withdraw consent, or ask for the deletion of data that a permit or visa application requires, we cannot continue with that application. We will tell you this before we act on your request, so that you can decide.

12.4. Nobody may charge you or penalise you for refusing or withdrawing consent. The only consequence of a refusal or withdrawal is the one stated in section 5 or in clause 12.3.

13. No automated decisions

13.1. We do not make decisions about Candidates by automated means. Selection is made by our personnel and by the employer.

14. Minimum age

14.1. We recruit only persons aged 21 or over. Where a Candidate is found to be younger before departure, the recruitment is stopped and the data are deleted as stated in section 9.

15. Complaints

15.1. You may complain to us by any means stated in clause 1.2. A complaint about personal data is handled under our Grievance and Remedy Procedure (UW-PRO-01): we acknowledge it within 3 working days and give you a reasoned decision within 10 working days of receiving it or, where the facts cannot be established in that time, within the period fixed in clause 13.4 of that Procedure. A complaint costs nothing, and nobody may penalise you for making one.

15.2. You may at any time complain to the Ukrainian Parliament Commissioner for Human Rights, who supervises compliance with the legislation on personal data protection (Articles 22 and 23 of the Law): 21/8 Instytutska Street, Kyiv, 01008, Ukraine; hotline 1678 (free of charge in Ukraine); from outside Ukraine +380 44 299 74 08; hotline@ombudsman.gov.ua. You may also apply to a court.

15.3. The Recruitment Partner is separately responsible for complying with the data-protection law of its own country, including, so far as their provisions are in force and apply to it, the Digital Personal Data Protection Act, 2023 (India) and the Privacy Act, 2075 (2018) (Nepal). You may complain to us about the way a Recruitment Partner handles your data; we handle the complaint under the Procedure named in clause 15.1.

16. Changes to this notice

16.1. A new version of this notice is published on ukraineworks.com.ua with its date. Recruitment Partners give Candidates the plain-language summary in their language. Where a change affects the purposes for which your data are used or the recipients, we inform you, by a message to the telephone number or e-mail address in your file, before the change takes effect and, where the Law requires it, ask for your consent again.

Code of Conduct for Recruitment Partners

Document control	
Document	Code of Conduct for Recruitment Partners
Number	UW-COD-01
Version	2.0 of 12 October 2026. Replaces version 1.0 of October 2026
Issued by	LIMITED LIABILITY COMPANY «UKRAINE WORKS CONSULTING», identification code 46148417, 42 Holosiivskyi Avenue, office 307, Kyiv, 03039, Ukraine
Approved by	Order of the Director of LLC «UKRAINE WORKS CONSULTING», Anzhelika Kolomiyets, of 12 October 2026
Parent document	Ethical Recruitment Policy (UW-POL-01)
Status	Forms an integral part of each Cooperation Agreement
Authentic text	English
Review	At least once every twelve months

1. Status and application

- 1.1. This Code sets the conditions on which a Recruitment Partner recruits for vacancies of the Company. It is an integral part of the Cooperation Agreement between the Company and the Partner.
- 1.2. In this Code "the Company" means LIMITED LIABILITY COMPANY «UKRAINE WORKS CONSULTING», which concludes the Cooperation Agreement (clause 5.8 of the Ethical Recruitment Policy), and "the Partner" means the Recruitment Partner that is party to it.
- 1.3. The Code binds the Partner, its owners, directors, employees and branches, and every person who acts for it. The Partner shall be liable for a breach of this Code by any of them, and by any Sub-agent, as for its own breach.
- 1.4. Where the law of the Partner's country and this Code set different levels of protection for a Candidate or Worker, the Partner shall apply the provision that gives the greater protection, unless a mandatory rule of that law prevents it; in that case the Partner shall notify the Company in writing before it applies the rule. A rule of local law that allows a recruitment agency to charge a worker is not a defence to a breach of clause 5.
- 1.5. Where the Cooperation Agreement and this Code conflict, the provision that gives the greater protection to the Candidate or Worker prevails.
- 1.6. The Cooperation Agreement contains the provisions listed in Schedule 2.
- 1.7. This Code binds a Partner from the date on which the Partner signs it (clause 23) or on which an additional agreement incorporates it into the Cooperation Agreement. It does not change a Cooperation Agreement for any period before that date.

2. Definitions

2.1. Capitalised terms have the meaning given in clause 3 of the Ethical Recruitment Policy (UW-POL-01), the English text of which is supplied to the Partner with this Code. The definitions used most often in this Code are set out below; where the wording differs from the Policy, it is adapted to this Code and has the same meaning.

Complaints Leaflet means the short description of the Grievance and Remedy Procedure (UW-PRO-01) that the Company publishes for Candidates and Workers under the number UW-LFT-01.

Candidate means a person who has applied, or has been approached, for a vacancy handled by the Company, whether or not the person is later employed.

Offer means the written offer of employment on form UW-F-13, issued to a Candidate by the Employer or by the Company on the Employer's behalf. An Offer is accepted on the date on which the Candidate signs and dates it.

Personal Documents means a passport or other identity document, a temporary residence permit, a visa, a certificate of education or qualification, a driving licence, the person's copy of any contract and of the work permit, and any bank card, bank book or document of title to property.

Recruitment Fees and **Related Costs** have the meanings given in paragraphs 6 and 9 to 12 of the Definition of Recruitment Fees and Related Costs of the International Labour Organization (2019): any fees or costs incurred in the recruitment process in order for workers to secure employment or placement, regardless of the manner, timing or location of their imposition or collection. Schedule 1 itemises the charges prohibited.

Sub-agent means any person or entity, formal or informal, that finds Candidates for the Partner, refers Candidates to it or handles their applications or documents on its behalf, and is neither the Partner nor its employee.

Worker means a Candidate who has accepted an Offer, from the acceptance until the end of the employment and, where the Worker returns to the country of origin, until the return is completed.

2.2. "Including" means "including without limitation". "In writing" includes electronic mail. For a period that the Partner must observe, "working day" means a day on which the Partner's registered office is open for business under the law of its country.

3. Authorisation and compliance with law

3.1. The Partner shall hold at all times the authorisation required in its country for recruitment for foreign employment: in India, a registration certificate under section 10 of the Emigration Act, 1983; in Nepal, a licence under sections 10 and 11 of the Foreign Employment Act, 2064 (2007).

3.2. The Partner shall comply with the law of its country on emigration, recruitment, labour, data protection, taxation and the prevention of corruption.

3.3. Before a Worker departs, the Partner shall obtain every clearance, approval or permit that the law of its country requires for that Worker and shall give the Company a copy.

3.4. The Partner shall notify the Company in writing within 5 working days if its authorisation is suspended, restricted, not renewed or under investigation, or if a court or a public authority makes a decision against it in a matter that concerns workers.

3.5. From the day on which its authorisation is suspended, cancelled or expires, the Partner shall stop all recruitment for vacancies of the Company and shall send no Worker for departure until the authorisation is restored and the Company has confirmed this in writing.

4. Fundamental rights

4.1. The Partner shall not use, arrange or benefit from forced labour or trafficking in persons, and shall not recruit by threat, pressure, deception or the abuse of a Candidate's debts, family circumstances or lack of information.

4.2. The Partner shall not put forward a Candidate who is under 21 years of age on the day on which the Partner sends the Candidate's profile to the Company. It shall verify the age against the original passport at registration and keep a copy of the data page.

4.3. The Partner shall select Candidates on skills, qualifications, experience and the requirements inherent in the job. It shall make no distinction on the ground of race, colour, ethnicity, caste, national or social origin, nationality, sex, gender identity, sexual orientation, religion or belief, political opinion, trade union membership, disability, state of health, suspected or actual HIV status, pregnancy, marital or family status, family

responsibilities, property status, place of residence, language or any other status unrelated to the nature of the work. The Partner shall take age into account only as clause 4.2 requires, and shall apply a requirement as to education, state of health, language or sex only where the job order supplied by the Company states it.

4.4. The Partner shall not require a pregnancy test or an HIV test. It shall request a medical examination only where the law or the nature of the work requires it and shall use the result for that purpose only.

4.5. No agreement or form that the Partner asks a Candidate to sign shall prohibit or discourage joining or forming a trade union or bargaining collectively.

4.6. The Partner shall treat every Candidate and Worker with dignity and respect. It shall not commit, and shall not permit its staff or its Sub-agents to commit, any threat, violence, verbal abuse, sexual harassment, humiliation or other form of harassment, coercion or degrading or inhuman treatment.

5. Recruitment Fees and Related Costs

5.1. The Partner shall not charge, collect or accept from a Candidate or Worker, directly or indirectly, in whole or in part, any Recruitment Fee in connection with a vacancy of the Company, or any Related Cost other than as clauses 5.4 to 5.6 permit. Schedule 1 lists the charges this clause prohibits.

5.2. The prohibition applies whether or not local law allows the charge. In particular, the Partner shall not collect the service charge allowed by rule 25 of the Emigration Rules, 1983 (India) or the service charge and promotional costs allowed under section 24 of the Foreign Employment Act, 2064 (2007) (Nepal).

5.3. The Partner shall accept payment for its services from the Company alone, under the Cooperation Agreement.

5.4. The Partner shall not ask or allow a Candidate to pay any sum in connection with a vacancy of the Company other than an item that the Cost Disclosure Statement (UW-F-02) for the vacancy allocates to the Worker. Where such an item falls due before the Offer is given, the Partner shall first tell the Candidate in writing what the item is, its amount and the payee, and shall enter the item in the Cost Disclosure Statement when the Offer is given.

5.5. The Partner shall arrange for the Candidate to pay such an item directly to the provider, at the provider's actual price and only where the charge is lawful in the country in which it is made.

5.6. Where the Partner pays the provider on the Candidate's behalf, it shall recover from the Candidate the amount shown on the provider's receipt and nothing more, and shall give the Candidate that receipt on the day of recovery.

5.7. The Partner shall give the Cost Disclosure Statement to each Candidate, in a language the Candidate understands, together with the Offer and not less than two full days before the Candidate signs the Offer. It shall add no item and increase no amount afterwards, except a change in an official tariff, of which the Partner shall notify the Candidate in writing before payment.

5.8. The Partner shall state in every advertisement of a vacancy of the Company that neither the Company nor the Partner charges a fee for recruitment and that every cost the Candidate will bear is disclosed in writing before the Candidate's application is presented to an employer, and shall give in it the Company's contacts for reporting a demand for payment: support@ukraineworks.com.ua; telephone, WhatsApp and Telegram +380 99 878 1755.

5.9. The Partner shall not request, accept or make a payment, or give or receive any other benefit, for including a Candidate in a shortlist, for the order of Candidates in it or for removing a Candidate from it.

6. Deposits and loans

6.1. The Partner shall not require or accept from a Candidate or a member of the Candidate's family any deposit, bond, guarantee, promissory note, blank cheque or other security.

6.2. The Partner shall not lend money to a Candidate or arrange a loan for a Candidate. It shall not refer a Candidate to a particular lender, clinic, training centre or travel agent in return for a payment or other benefit.

6.3. The Partner shall charge no penalty to, and claim no costs from, a Candidate who withdraws at any stage.

7. Sub-agents

7.1. The Partner shall recruit through its own employees and offices.

7.2. The Partner shall not use a Sub-agent without the Company's prior written consent. A request for consent shall state the Sub-agent's name, address, registration, the area in which it works and how the Partner pays it.

7.3. Where consent is given, the Partner shall bind the Sub-agent in writing to this Code, pay the Sub-agent itself and give the Company a copy of the agreement. It shall ask each Candidate whom the Sub-agent referred whether the Sub-agent asked for or took any payment, and shall record the answer in the Candidate's file.

7.4. The Partner shall record, for each Candidate, every person and entity that took part in the recruitment, and shall send the Company the record of each Worker with the documents under clause 18.2.

8. Advertising and information

8.1. The Partner shall advertise a vacancy only on the terms the Company has supplied in writing: Employer, place of work, position, wage, working hours, duration of the contract, accommodation and costs. It shall send the Company a copy of each advertisement, with the date and the place of publication, not later than the day on which it is published, and shall keep a copy with the records under clause 18.1.

8.2. The Partner shall make no promise beyond those terms. It shall not promise overtime earnings, permanent residence, family reunion or onward travel to another State.

8.3. Together with the Offer and not less than two full days before the Candidate signs the Offer, the Partner shall give every Candidate, in a language the Candidate understands, the Security Information Sheet (UW-F-14) completed by the Company for the vacancy, shall obtain the Candidate's dated signature on a copy and shall send the Company a scan. Where the Company issues an updated sheet, the Partner shall give it, within 2 working days of receiving it, to every Candidate and Worker for the vacancy who has not departed, shall obtain a dated signature on a copy and shall send the Company a scan.

8.4. The Partner shall not ask a Candidate to sign the Offer earlier than two full days after the Candidate received it with the text of the Employment Contract and its translation, or before the contract has been explained under clause 11.2. The Partner shall send the Company a scan of each signed Offer within 2 working days of its signature.

8.5. Before presenting a Candidate's application for a vacancy, the Partner shall give the Candidate a copy of Part A of the job order (UW-F-13) and the preliminary Cost Disclosure Statement completed by the Company for the vacancy, shall explain both in a language the Candidate understands, shall obtain the Candidate's dated signature on the preliminary statement and shall send the Company a scan of it on the same day (clause 15.14 of the Ethical Recruitment Policy). The Partner shall not present an application before it has done so.

9. Recruitment Service Terms

9.1. Before collecting any personal data, the Partner shall give each Candidate, in a language the Candidate understands, the Recruitment Service Terms (UW-F-01), the Privacy Notice for Candidates and Workers (UW-NOT-01) or its plain-language summary in the Candidate's language, and the Complaints Leaflet, and shall explain them.

9.2. The Partner shall then obtain the Candidate's signature on the Recruitment Service Terms and on the Consent to the Processing of Personal Data (UW-F-11). It shall copy the passport data page under clause 4.2 only after both have been signed.

9.3. The Partner shall sign the Recruitment Service Terms on its own behalf and on behalf of the Company, which authorises it to do so by this clause.

9.4. The Partner shall give the Candidate a copy of each signed document.

9.5. The Partner shall not ask a Candidate to sign a blank or incomplete document.

10. Personal Documents

10.1. The Partner shall not withhold, keep for safekeeping, destroy or confiscate a Candidate's Personal Documents. The Candidate's consent does not make such keeping permissible. The Partner shall work from copies.

10.2. Where a consulate, a visa centre or another public authority requires an original document in order to decide an application, the Candidate submits it in person where the procedure allows. Where the Candidate does not submit the document in person and the procedure permits submission through a representative, the Partner shall deliver the document only: with the Candidate's prior written consent on the Document Handover Record (UW-F-05); for the single application named in the record; after giving the Candidate a copy of the document and of the record; and against an entry in its document log showing the purpose, the date of handover, where the document is held and the date of return.

10.3. The Partner shall send the Company a scan of the Document Handover Record within 2 working days of the handover and again within 2 working days of the return.

10.4. The Partner shall return the document to the Candidate on the day on which it collects the document from the authority or, where the Candidate is not present on that day, shall hand it over or dispatch it by tracked delivery not later than the next working day. The Partner shall attach no condition to the return and shall charge nothing for it.

10.5. The Partner shall tell the Candidate, on the same working day on which the Candidate asks, where the document is. Where the Candidate requires its return, the Partner shall apply to the authority for release of the document not later than the next working day and shall return it under clause 10.4. Where the Partner itself holds the document, it shall return it on the same working day.

10.6. The Partner shall not use possession of, or access to, a Personal Document to secure a Candidate's acceptance of an Offer or a Worker's departure. The Partner shall confirm with each Worker, when the Worker signs the Worker's Pre-Departure Declaration (UW-F-04), that the Worker holds his or her own Personal Documents, and shall not arrange or confirm the departure of a Worker who does not hold them.

10.7. The Partner shall not request or hold a bank card, a bank book, a PIN code or a document of title to property of a Candidate or of a member of the Candidate's family.

11. Employment Contract

11.1. The Partner shall give each Candidate the Offer, with the full text of the Employment Contract and a translation into a language the Candidate understands, not less than two full days before the Candidate signs the Offer.

11.2. The Partner shall explain the contract orally in the Candidate's language, answer the Candidate's questions, and record on form UW-F-03 the date, the manner and the language in which the contract was given and explained.

11.3. The Partner shall not change, replace or add to the terms of the Employment Contract.

11.4. The Partner shall not ask the Worker to sign any other agreement about the employment, except an agreement that the law of the Partner's country requires (in Nepal, the contracts required by section 25 of the Foreign Employment Act, 2064 (2007)). Such an agreement shall contain no term less favourable to the Worker than the draft Employment Contract supplied by the Company and shall impose no payment on the Worker. The Partner shall send the Company a copy before the Worker signs it.

11.5. The Partner shall leave a copy of the contract with the Worker.

12. Pre-departure orientation

12.1. The Partner shall give each Worker pre-departure orientation in the Worker's language, in accordance with form UW-F-03 and the material supplied by the Company. The Partner shall not arrange or confirm a Worker's departure without it.

12.2. The Partner shall check the Worker's understanding by questions, note the answers on the form, and obtain the signatures of the Worker and of the person who gave the orientation. Where an answer shows that the Worker has not understood a topic, the Partner shall explain the topic again, repeat the question and note the answer. The Partner shall not confirm the departure of a Worker who still cannot answer the questions in Part E of the form until it has repeated the orientation and recorded the answers.

12.3. The Partner shall give each Worker, on paper and in the Worker's language, the Complaints Leaflet, the list of bodies in Annex 2 to the Grievance and Remedy Procedure and the contact details of the Worker's embassy or consulate responsible for Ukraine.

12.4. Where the law of the Partner's country requires orientation by an approved institution, that orientation is in addition to the orientation under this clause.

12.5. The Partner shall not be present at, and shall not obstruct, the Company's direct contact with the Worker before departure. It shall give the Company the Worker's own telephone number not later than the day on which the Offer is signed.

13. Lodging and travel before departure

13.1. Where the Partner arranges lodging for a Candidate before departure: (a) the Candidate shall have a separate bed, drinking water and washing and toilet facilities; (b) the Candidate shall keep his or her own Personal Documents and telephone and shall be free to leave at any time; (c) the Partner shall make no charge for lodging that it, its owner, its employee or a Sub-agent provides; and (d) a charge by any other provider shall be an item of the Cost Disclosure Statement and shall be paid as clauses 5.5 and 5.6 require.

13.2. The Partner shall give each Worker, before departure, the itinerary, the tickets and the name and telephone number of the person who will meet the Worker.

14. Personal data

14.1. The Partner shall collect and use Candidates' personal data only for recruitment for vacancies of the Company and only to the extent stated in the Privacy Notice for Candidates and Workers (UW-NOT-01).

14.2. The Partner shall not sell the data. It shall disclose them only to the Company, to the public authorities that need them for the Worker's documents and to providers of the kinds listed in section 7 of the Privacy Notice, in each case to the extent needed for the recruitment.

14.3. The Partner shall keep electronic data in accounts protected by an individual password and paper documents in a locked cabinet, limit access to the staff who work on vacancies of the Company, and notify the Company within 72 hours of any loss, leak or unauthorised access.

14.4. The Partner shall delete or return the data within 10 working days of a request by the Company or the Candidate, except the records it must keep under clause 18 or under its own law, and shall confirm in writing that it has done so.

15. Integrity

15.1. The Partner shall not offer, give, request or accept a bribe, kickback, gift or other improper advantage. This applies to dealings with public officials, Employers, Candidates and the Company's Personnel.

15.2. The Partner shall disclose to the Company in writing any conflict of interest, including a family or business connection with an Employer or with a member of the Company's Personnel.

15.3. The Company and the Partner shall make every payment between them by bank transfer against an invoice.

16. Grievances and non-retaliation

16.1. The Partner shall inform every Candidate, in writing and in the Candidate's language, how to make a complaint to the Company: support@ukraineworks.com.ua; telephone, WhatsApp and Telegram +380 99 878 1755.

16.2. The Partner shall not obstruct or discourage a complaint and shall take no adverse action against a Candidate, a Worker or a member of their family because of one.

16.3. The Partner shall answer the Company's questions about a complaint within 3 working days and shall cooperate in its investigation.

16.4. The Partner shall keep its own procedure for complaints by Candidates and Workers, shall name to every Candidate a person who receives complaints and speaks the Candidate's language, shall record each complaint and its result, and shall send the Company a copy of every complaint that concerns a vacancy of the Company within 2 working days of receiving it. The Company enters the complaint in its Grievance Register and handles it under the Grievance and Remedy Procedure; the Partner's own handling does not replace this. The Partner shall not investigate or decide a complaint about itself or its Sub-agent; the Company does so (clause 11.4 of that Procedure). The Partner shall not ask a Candidate or Worker to withdraw a complaint or to sign a statement that it is settled.

17. Management of compliance

17.1. The Partner shall name, in the acknowledgement in clause 23, an employee who reports directly to its director or owner and has authority to stop the recruitment of a Candidate. That person is responsible for compliance with this Code and is the Company's point of contact. The Partner shall notify the Company in writing within 5 working days of a change of that person.

17.2. The Partner shall train every employee who deals with Candidates on this Code before that employee works on a vacancy of the Company and at least once every twelve months thereafter, and shall keep a signed record of the training.

18. Records

18.1. For each Worker the Partner shall keep: the copy of the passport data page; the signed Recruitment Service Terms and Consent to the Processing of Personal Data; the signed Offer and Security Information Sheet; the signed Cost Disclosure Statement with the receipts for every payment made by the Worker; the Pre-Departure Orientation Record; the Worker's Pre-Departure Declaration; and any Document Handover Record.

18.2. The Partner shall send the Company a scan of each of those documents before the Worker departs, and the scan of the signed Worker's Pre-Departure Declaration on the day on which the Worker signs it.

18.3. The Partner shall keep the records for 3 years after departure, and the records that concern an open complaint or an unpaid reimbursement until the Company confirms in writing that the matter is closed. It shall delete the records of a Candidate who is not selected or who withdraws within 3 months after the selection for the vacancy is completed, that is, after the day on which the Company informs the Partner in writing that the Employer has made its choice or has withdrawn the vacancy, or, where the Candidate has consented on line 5 of form UW-F-11 to the keeping of the profile for other vacancies, not later than 24 months from the last contact with the Candidate. A record that the law of the Partner's country requires it to keep is kept for that purpose only.

19. Monitoring and audit

19.1. The Company may at any time verify compliance with this Code. It may inspect records, visit the Partner's offices, with or without notice, and interview Candidates and Workers without the Partner present.

19.2. The Partner shall produce the records requested within 5 working days.

19.3. The Partner shall not instruct a Candidate or Worker on what to say to the Company and shall take no adverse action against anyone for what was said.

20. Reporting

20.1. The Partner shall report to the Company in writing, within 2 working days of learning of it, every breach of this Code and each of the following events involving a Candidate or Worker: a death; an injury or illness that requires medical care; a detention or arrest; a missed departure; the loss of a Personal Document; a demand for

payment; and any other event that puts the person's life, health or liberty at risk.

21. Breach and remedies

21.1. Where a sum has been taken from a Candidate or Worker in breach of clause 5 or 6, by anyone in the Partner's organisation or by a Sub-agent, the Partner shall repay it in full to the person who paid it within 30 calendar days of the date of the Company's written notice of the finding and shall send the Company proof of repayment. The Partner shall not refuse repayment for want of a receipt where the Company's notice states that the information gathered makes it more likely than not that the payment was made (clause 12.3 of the Grievance and Remedy Procedure). The Partner shall likewise reimburse, within the same period, every sum paid in connection with the recruitment by a Candidate whom it put forward in breach of clause 4.2.

21.2. For each Candidate or Worker affected by a breach of clause 5, 6 or 10, whether committed by the Partner, by a member of its staff or by a Sub-agent, the Partner shall pay the Company a contractual penalty. Unless the Cooperation Agreement fixes a higher amount, the penalty equals the fee that the Cooperation Agreement fixes for one placement, whether or not the person affected was placed. Where a sum was taken in breach of clause 5 or 6, the penalty is not less than twice that sum. The penalty is payable in addition to repayment under clause 21.1.

21.3. Where the Partner has not repaid within the period in clause 21.1, the Company may withhold the sum from any amount it owes the Partner and pay it to the person concerned.

21.4. Where the Company itself repays a Candidate or Worker a sum that the Partner was bound to repay under clause 21.1, the Partner shall reimburse the Company within 10 working days of the Company's written demand.

21.5. For any other breach the Partner shall submit to the Company, within 10 working days of the Company's notice, a corrective action plan that states the cause, the action, the person responsible and the date for completion.

21.6. The Company may approve the plan or require changes to it. The Partner shall carry out the plan as approved and shall give the Company evidence of completion not later than the date for completion stated in it.

21.7. The Company may suspend the placing of new vacancies with the Partner, and the processing of Candidates who have not departed, while a corrective action plan is open, while the Company investigates an allegation of conduct listed in clause 21.8 or, where such conduct has been found, for the period that the Company fixes in writing. A suspension under this clause is not a breach of the Cooperation Agreement by the Company.

21.8. The Company may terminate the Cooperation Agreement with immediate effect where the Partner: breaches clause 4.1; charges a Candidate in breach of clause 5; takes a deposit or security in breach of clause 6; retains a Personal Document in breach of clause 10; deceives a Candidate; uses a Sub-agent without consent; puts forward a person under 18; gives or takes a bribe; retaliates against a person who made a complaint; obstructs an audit; has its authorisation cancelled or lets it expire; or fails to complete a corrective action plan by the date for completion stated in it.

21.9. Termination does not release the Partner from its obligations to Candidates and Workers already recruited or from the obligations under clauses 21.1, 21.2 and 21.4.

21.10. The Company may report to the competent authority conduct that appears to be an offence under the law of the Partner's country.

22. Obligations of the Company

22.1. The Company shall supply the Partner, for each vacancy, with the terms that the Employer stated on form UW-F-13, the Offer, the Security Information Sheet, the Cost Disclosure Statement and the text of the Employment Contract.

22.2. The Company shall pay the Partner the fee fixed in the Cooperation Agreement within the period fixed there. The Partner confirms that the fee covers the full cost of the services required by this Code and that it will make no claim on a Candidate or Worker if its costs exceed the fee.

22.3. The Company shall supply, in English, the forms, the Privacy Notice and its plain-language summary, the Complaints Leaflet, the orientation material and the training material referred to in this Code, and shall supply the worker-facing texts also in Hindi and Nepali.

22.4. The Company may amend this Code by written notice to the Partner given not less than 30 calendar days before the amendment takes effect. The amended Code binds the Partner from that date unless, before that date, the Partner terminates the Cooperation Agreement by written notice. Clause 21.9 applies to such a termination.

22.5. The Company shall keep confidential the commercial information it obtains in an audit.

23. Acknowledgement

The Partner has read this Code, has explained it to its staff and undertakes to comply with it.

Field	To be completed
Recruitment Partner (legal name)	
Licence or registration number; valid until	
Registered address	
Person responsible for compliance (clause 17.1): name, position, telephone, e-mail	
Name and position of the person signing	
Signature and stamp	
Date	
For the Company: legal name, name and position of the person signing, signature, date	

Schedule 1. Charges prohibited by clause 5

The Partner, its staff and its Sub-agents shall not charge, collect or accept from a Candidate or Worker any of the following, whatever it is called and whenever it is taken.

No.	Charge
1	Registration, application, processing, service, placement, referral or recommendation fee
2	Commission, agent's or Sub-agent's fee, or any share of the Partner's overheads
3	Fee for an interview, a skills, trade or language test, or for the assessment of documents
4	Fee for training or for pre-departure orientation given or arranged by the Partner
5	Fee for preparing, translating, attesting or submitting documents
6	Any fee of the Partner for obtaining a visa, a permit or a government clearance; and, for a clearance that the Cost Disclosure Statement allocates to the Worker, any amount above the official tariff paid to the authority
7	Any item that the Cost Disclosure Statement allocates to the Employer or to the Company
8	Any addition to the actual cost of an item that the Cost Disclosure Statement allocates to the Worker
9	Deposit, bond, guarantee, security or retention of any kind
10	Penalty or compensation for withdrawing from the recruitment
11	Interest or any charge on money advanced
12	Gift, tip, bribe, kickback or payment in kind, including unpaid work
13	Any sum recovered later through the Employer or by deduction from wages

Schedule 2. Provisions that the Cooperation Agreement must contain

1. The fee payable by the Company to the Partner and the terms of payment.
2. The statement that the Partner is paid for its services by the Company alone, charges a Candidate or Worker no Recruitment Fee and no Related Cost other than as clauses 5.4 to 5.6 of this Code permit, and takes no deposit or other security.
3. The incorporation of this Code as an integral part of the agreement.
4. The duty to disclose every Sub-agent and the prohibition of subcontracting without the Company's prior written consent.
5. The Company's right to audit, to inspect records and to interview Candidates and Workers.
6. The contractual penalty under clause 21.2 of this Code, and the Company's rights under clauses 21.3 and 21.4.
7. The duty to repay Candidates and Workers.
8. The grounds for suspension and for termination with immediate effect.
9. The confidentiality and data-protection obligations of both parties.
10. The governing law and the forum for disputes.
11. The Partner's authority to sign the Recruitment Service Terms (UW-F-01) on behalf of the Company.