

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 Holosiivskiy 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