

Ethical Recruitment Policy

Document control	
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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
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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-raided 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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