

### 1 Purpose

This document sets out the policy and procedures of Ipeco Holdings Limited ("Ipeco") and its subsidiary companies, against anti-trafficking in compliance with FAR 52.222-50 "Combating Trafficking in Persons".

### 2 Scope

This policy applies to directors, employees and authorised representatives across all Ipeco group organisations (jointly 'Staff') as well as Ipeco grantees/awardees, contractors, suppliers, consultants, and their employees, sub-grantees/awardees and representatives (jointly, "Delivery Partners") engaged by Ipeco in the performance of U.S. federal government contracts, awards or other applicable agreements and sub-contracts that:

1. are for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
2. the overseas portion has an estimated value that exceeds \$700,000,

(jointly "Covered Agreements")

### 3 Statement of intent

Ipeco enforces a zero-tolerance policy for human trafficking and forced labour. We are committed to high standards of ethics, integrity and compliance with all applicable local laws across our global operations, including the prohibition of actions that facilitate trafficking in persons.

All employees and representatives of Ipeco have a responsibility for putting these principles into practice and for reporting any breaches they discover.

### 4 Prohibited activities

Ipeco prohibits all Ipeco Staff and Delivery Partners from engaging in the following:

- Trafficking in persons.
- Procuring commercial sex acts that may be directly associated with Ipeco, including but not limited to during work hours, while attending work-related off-site functions and at any time while travelling for work.
- Using forced labour.
- Destroying, concealing, confiscating, or otherwise denying any employee access to their identity or immigration documents, such as a passport or driver's license.
- Using misleading or fraudulent recruiting practices during the recruitment of employees or offering of employment to employees, such as failing to disclose (in a format and language accessible to the employee) or making material misrepresentations about the key terms and conditions of employment, including wage and benefits, work location, living conditions, housing and associated costs (if applicable), significant costs to be charged to the employee and hazardous nature of the work (if applicable).
- Using recruiting or staffing agencies that do not comply with the labour laws of the country where the recruitment of the employee takes place.

- Charging recruitment or placement fees to prospective employees.
- Failing to provide or pay the cost of return transportation at the end of employment for an employee who is not a national or lawful resident of the country where the work took place and who was sent to that country for purposes of Ipeco business.
- Providing or arranging housing that fails to meet the host country's housing and safety standards.
- If required by law or contract, failing to provide an employment contract, recruitment agreement, or other required work documents, written in a language the employee understands, that includes details of the work description, wages, work location, living accommodations (if applicable) and the content of applicable laws and regulations that prohibit trafficking in person.

The above activities are, collectively, referred to as “Prohibited Activities”, and singularly each one is a “Prohibited Activity”. Applicable agreements with Ipeco Delivery Partners will include a provision proscribing the above Prohibited Activities.

## **5 Recruitment and wage plan**

- Ipeco prohibits the use of any misleading or fraudulent recruitment practices during the recruitment of employees or offering of employment to employees. Ipeco employees must fully and accurately disclose, in a format and language accessible to the employee, all key terms and conditions of employment, including wages and benefits, work location, living conditions, housing and associated costs (where provided or arranged by Ipeco), significant costs to be charged to the employee, and, if applicable, the hazardous nature of the work.
- Ipeco prohibits the use of recruiters that do not have trained employees, or that do not comply with all labour laws of the country where the recruitment takes place.
- Ipeco prohibits charging recruitment fees to any individual employee.
- Ipeco will pay employees’ wages that meet applicable host-country legal requirements or will explain any variance.
- Where required by law or contract, Ipeco will provide to every employee an employment contract, recruitment agreement or other required work documentation, written in a language the employee understands, containing all required information about the terms of conditions of employment, which may include, by way of example, work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in person. If the employee must relocate to perform the work, Ipeco will provide the required work documentation at least five (5) days prior to relocation.
- Ipeco prohibits destroying, concealing, confiscating or otherwise denying any employee access to his or her identity or immigration documents.
- Ipeco will provide or pay the cost of return transportation at the end of employment for any employee who is not a national or lawful resident of the country where the work took place and was brought into that country by Ipeco for purposes of working on a Covered Agreement.

## **6 Housing Plan**

If/when Ipeco provides or arranging for housing facilities to employees, the housing will meet host country housing and safety standards.

## 7 Delivery Partner compliance

All suppliers, contractors, consultants, at any tier (jointly “Delivery Partners”) engaged in the performance of a Covered Agreement must agree to comply with the Policy and all applicable Anti-Trafficking Provisions.

All Delivery Partners engaged to perform under Covered Agreements must have a compliance plan to prevent prohibited trafficking-related activities and to monitor, detect and terminate any of its contractors, consultants, suppliers, sub-contractors or sub-recipients engaging in prohibited trafficking-related activities and provide a copy of its plan to Ipeco.

Prior to the award of any Supplier Contract relating to a Covered Agreement and on an annual basis thereafter, all Delivery Partners must submit a certification to Ipeco:

1. That the Delivery Partner has implemented a compliance plan and has complied with its compliance plan; and
2. That after conducting due diligence, to the best of the Delivery Partner’s knowledge and belief, neither it nor any of its employees, or its contractors, consultants, suppliers, sub-contractors, sub-recipients or their employees, have engaged in any prohibited trafficking-related activities, or if any abuses relating to prohibited trafficking-related activities have been found, the Delivery Partner has taken appropriate remedial and referral actions.

For Delivery Partners and Supplier Contracts that may be more susceptible to trafficking-related activities, Ipeco may, in situations where it has direct access, inspect the Delivery Partner’s workplace for signs of trafficking-related activities. In lower-risk situations, and in situations where the Delivery Partner is remote, Ipeco may review the plans and certifications of the Delivery Partner to ensure they include adequate monitoring procedures and reporting mechanisms.

If any Delivery Partner fails to comply with the Policy, applicable contractual language in the Supplier Contract, Ipeco’s Supplier Code of Conduct (available from Ipeco upon request) or applicable Anti-Trafficking Provisions, Ipeco will take appropriate action to remediate the violation and prevent future violations, including, but not limited to:

1. Requiring the Delivery Partner to remove an employee or agent from a project.
2. Requiring the Delivery Partner to terminate its relationship with any Delivery Partner contractor, consultant, supplier, sub-contractor or sub-recipient.
3. Suspending payments to the Delivery Partner until the violation is remedied.
4. Terminating the Delivery Partner contract for cause with immediate effect.

## 8 Reporting requirements and procedures

All Staff and Delivery Partners are required to report any trafficking in persons-related concerns, activities, or violations to Ipeco. Individuals may report concerns on a confidential basis via the **“Speaking Up in Confidence (Whistleblower) Policy”**. Details of this can be found on the company website ([www.ipeco.com](http://www.ipeco.com)), on the HR website and through links on the company’s intranet.

Project-level grievance mechanisms will be designed to be community friendly and any related reports immediately elevated to Ipeco’s Board.

Ipeco will promptly and thoroughly investigate all complaints in accordance with established investigation procedures. Delivery Partners shall cooperate and ensure the cooperation of persons and entities (under their control) with Ipeco and Ipeco designated parties in any child abuse-related investigation.

Ipeco strictly prohibits retaliation against any Staff who report Prohibited Activities or other violations of this Policy. Staff who engage in retaliation against those who report Prohibited Activities or other Policy violations are subject to disciplinary action, up to and including termination.

Ipeco's General Counsel and Group Commercial Compliance Manager will make all required disclosures, as more fully detailed in its Compliance Plan. As required under applicable donor policies and regulations, Ipeco will report allegations or suspicions of child abuse and cooperate with donor investigations. As appropriate and with the expressed desire of the victim, Ipeco will make reports to state agencies with authority over the criminal prosecution of child abuse offenses.

## 9 Investigations

If Ipeco receives credible information from an employee report or any other source alleging prohibited trafficking-related activity, Ipeco's General Counsel will conduct an investigation and report its findings and determine what, if any, remedial action is appropriate and will also monitor Ipeco's management's implementation of such remedial action.

Ipeco will cooperate fully with any Government agencies responsible for any investigations, audits or corrective actions relating to trafficking in persons as applicable, including, but not limited to, providing timely and complete responses to document requests, and providing reasonable access to facilities and staff.

Ipeco will protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited and will not prevent or hinder these employees from cooperating fully with applicable government authorities.

## 10 Review

This policy will be reviewed by the Group Commercial Compliance Manager on an annual basis or after major regulatory developments to ensure alignment with evolving legal requirements and best practice. It will be approved by the Board of Directors.



[Steve Johnson \(Apr 24, 2026 12:34:36 GMT+1\)](#)

S Johnson

Chief Executive

**Revision**

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# POL-GE-03 Anti-Trafficking Policy

Final Audit Report

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