



VICC International, LLC

Ethical Recruitment, Employment Transparency, and Worker Protection Policy

Policy Statement

VICC International, LLC (“VICC”) is committed to ethical recruitment, transparent employment practices, and the protection of worker rights. VICC prohibits misleading, deceptive, fraudulent, coercive, or exploitative practices in recruitment and employment and requires that all subcontractors, recruiters, labor brokers, and agents acting on its behalf adhere to the same standards.

This policy is designed to ensure compliance with applicable laws, anti-trafficking requirements, and international labor standards.

1. Scope

This policy applies to:

- VICC International, LLC
 - All subcontractors, employment agencies, labor recruiters, and agents
 - All employees recruited or employed in connection with VICC projects, whether domestic or international
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2. Prohibition on Misleading or Fraudulent Recruitment Practices

VICC strictly prohibits misleading, deceptive, or fraudulent practices during recruitment or the offering of employment, including:

- Failing to disclose material information in a format and language accessible to the worker
- Making false or misleading statements regarding employment terms or conditions
- Misrepresenting wages, benefits, job duties, work location, duration of employment, or working conditions
- Misrepresenting the hazardous nature of work, if applicable

3. Protection of Identity and Immigration Documents

VICC strictly prohibits destroying, concealing, confiscating, withholding, or otherwise denying employees access to their identity or immigration documents, including but not limited to:

- Passports
- National identification cards
- Driver's licenses
- Visas or work permits

This prohibition applies regardless of the issuing authority. Employees shall always retain possession and control of their personal documents unless temporary custody is required by law and the employee provides informed, voluntary consent.

4. Written Employment and Recruitment Agreements

a. Written Agreements Required

VICC and its subcontractors shall provide employees with written employment agreements, recruitment agreements, or other required work documents before the commencement of employment.

b. Employee Copy

A signed copy of the employment agreement, executed by both the employer (or subcontractor) and the employee, shall be provided to the employee for their records.

c. Hazardous Work Disclosure

If job performance involves hazardous or high-risk conditions, such conditions shall be clearly disclosed in writing before employment acceptance.

d. Language Accessibility

Employment agreements and related work documents shall be provided:

- In English, and
- In the employee's native language or another language that the employee understands

Employees must fully understand the terms of their employment.

e. Advance Notice for Relocation

If an employee is required to relocate to perform the work, the employment or work document shall be provided to the employee at least five (5) days before relocation.

5. Required Contents of Employment Agreements

Employment agreements must clearly and accurately define, at a minimum:

- Job title and work description
 - Wages, compensation structure, and fringe benefits
 - Work location(s) and duration of employment
 - Prohibition on charging recruitment fees or undisclosed costs
 - Living accommodations, housing arrangements, and associated costs (if provided or arranged)
 - Working hours, time off, and rest periods
 - Round-trip transportation arrangements, if applicable
 - Grievance and complaint procedures
 - Applicable laws and regulations prohibiting trafficking in persons and related abuses
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6. Recruitment Fees and Worker Costs

VICC prohibits improper recruitment fees or hidden charges to employees. Any legally permitted costs borne by employees must be:

- Fully disclosed in advance
 - Documented in writing
 - Compliant with applicable laws and contractual requirements
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7. Subcontractor and Agent Compliance

All subcontractors, recruiters, and agents must:

- Maintain policies consistent with this standard
- Flow down these requirements to lower-tier subcontractors
- Permit audits or compliance reviews upon request

Non-compliance may result in corrective action, contract termination, or other remedies available to VICC.

8. Reporting, Enforcement, and Non-Retaliation

VICC maintains procedures for reporting suspected violations without fear of retaliation. Allegations of misconduct will be investigated promptly, and appropriate corrective action will be taken.

9. Commitment

VICC International, LLC affirms its commitment to ethical recruitment, worker protection, transparency, and compliance with applicable laws, international labor standards, and contractual obligations.

This version valid as of 12/15/2024