



PT WIRA KARITAS

LICENSED INDONESIAN MIGRANT WORKER PLACEMENT COMPANY (P3MI)



SUPPLIER CODE OF CONDUCT

Ethical Recruitment & Fair Labor Standards

Document Title	Supplier Code of Conduct
Applies To	All suppliers, agents, and sub-agents engaged by PT Wira Karitas
Issuing Authority	PT Wira Karitas — Office of the Director
Effective Date	17 January 2023

www.wirakaritas.co.id

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PT Wira Karitas recognizes that ethical recruitment is fundamental to safeguarding the rights and dignity of migrant workers throughout the recruitment and placement process. This Code of Conduct is informed by the core labor standards of the International Labour Organization (ILO), including the ILO Declaration on Fundamental Principles and Rights at Work, and by the ethical recruitment principles. It sets out the minimum standards that PT Wira Karitas and all suppliers, agents, and sub-agents engaged in its recruitment and placement operations are required to uphold.

1 SCOPE OF APPLICATION

This Code of Conduct applies to PT Wira Karitas and to all suppliers, agents, sub-agents, and business partners engaged in the recruitment, documentation, transportation, placement, and post-placement support of migrant workers on its behalf. All such parties must comply with all applicable national laws and regulations of Indonesia and of the country of destination, with relevant international labor standards, and with any additional requirements specified by the customer. Compliance with this Code of Conduct is a mandatory condition of engagement and of continued partnership with PT Wira Karitas.

2 RECRUITMENT FEE POLICY

Consistent with the Employer Pays Principle endorsed by the Leadership Group for Responsible Recruitment and the ILO General Principles and Operational Guidelines for Fair Recruitment, PT Wira Karitas and all suppliers must implement and strictly adhere to a no-fees policy, under which no recruitment-related costs may be charged, directly or indirectly, to workers or jobseekers at any stage of the recruitment process. All such costs must instead be borne by the employer or by PT Wira Karitas, in accordance with applicable laws, regulations, and requirements. For the purposes of this policy, “cost” is defined to include, without limitation, the following:

- A. Recruiting Cost**
- B. Documentation Cost**
- C. Transportation Cost**
- D. Termination or Early-Leave Cost**

3 LABOR STANDARDS

PT Wira Karitas is committed to upholding the fundamental human rights of workers and to treating all workers with dignity and respect, in accordance with internationally recognized human rights principles, including the ILO Declaration on Fundamental Principles and Rights at Work and the relevant ILO Fundamental Conventions. This commitment applies to all workers, including temporary workers, students, contract workers, direct employees, and other categories of workers, at every stage of the recruitment and employment relationship. The internationally recognized standards and references used in preparing this Code of Conduct, including applicable ILO Conventions and IOM ethical recruitment guidance, may serve as additional sources of relevant information. The applicable labor standards are as follows:

3.1 Free Choice of Employment

In accordance with the ILO Forced Labour Convention, 1930 (No. 29), its 2014 Protocol, and the Abolition of Forced Labour Convention, 1957 (No. 105), PT Wira Karitas does not permit forced, bonded, or involuntary labor in any form. Slavery and human trafficking are strictly prohibited, including the transporting, harboring, recruiting, transferring, or receiving of vulnerable persons through threats, force, coercion, abduction, fraud, or deception for the purpose of exploitation. All work must be voluntary and entered into with the free and informed consent of the worker, and every worker must remain free to terminate their employment and leave with reasonable notice. Workers must not be asked to surrender identification documents, passports, or work permits issued by the government as a condition of employment, unless such retention is required to comply with applicable law, is undertaken with the worker's informed consent, and is for a reasonable and disclosed period.

3.2 Young Workers

In accordance with the ILO Minimum Age Convention, 1973 (No. 138) and the Worst Forms of Child Labour Convention, 1999 (No. 182), child labor is not permitted at any stage of the recruitment or employment process. The term "child" refers to any person under 15 years of age, under the age for completing compulsory education, or below the minimum legal working age applicable in the country concerned, whichever is greatest. Where young workers above the applicable minimum working age but below 18 years are engaged, such engagement must comply with all applicable restrictions on hazardous work, working hours, and conditions of employment for young workers.

3.3 Working Hours

Studies of business and labor practices consistently link worker fatigue and excessive working hours to decreased productivity, higher employee turnover, and an increased risk of workplace injury and illness. Working hours must not exceed the maximum permitted by local law and, where applicable, the standards set out in relevant ILO Conventions concerning hours of work. A work week may not exceed 60 hours, including overtime, except in emergency or unusual circumstances permitted by law. All overtime must be voluntary and appropriately compensated, and workers must be allowed at least one full day of rest in every seven-day period.

3.4 Compensation & Wages

Consistent with the ILO Protection of Wages Convention, 1949 (No. 95) and applicable minimum wage legislation, compensation paid to workers must comply with all applicable wage laws, including those governing minimum wage, overtime premiums, and legally mandated benefits. Workers must be compensated for overtime at a rate greater than their normal hourly rate, in accordance with local

labor law. Reduction of salary as a disciplinary measure is not permitted. For each pay period, workers must be provided with a timely, accurate, and understandable wage statement containing sufficient information to verify that compensation for work performed has been correctly calculated and paid. All use of temporary labor, staffing agencies, and outsourcing arrangements must remain within the bounds of applicable local law and must not be used to circumvent the protections set out in this Code of Conduct.

3.5 Humane Treatment

Consistent with the ILO Violence and Harassment Convention, 2019 (No. 190), workers must not be subjected to harsh or inhumane treatment of any kind, including physical or verbal violence, gender-based violence, sexual harassment, corporal punishment, mental or physical coercion, intimidation, public shaming, or any other form of harassment, nor any threat of such treatment. Disciplinary policies and procedures supporting these requirements must be clearly defined, documented, and communicated to all employees and workers in a language and manner they understand.

3.6 Non-Discrimination & Anti-Harassment

PT Wira Karitas is committed to maintaining a recruitment process and workplace free from harassment and discrimination, in accordance with the principles of the ILO Discrimination (Employment and Occupation) Convention, 1958 (No. 111). Companies must not discriminate against or harass any individual on the basis of race, skin color, age, gender, sexual orientation, gender identity and expression, ethnicity or national origin, disability, pregnancy, religion, political affiliation, union membership, protected veteran status, protected genetic information, or marital status. This applies to all recruitment and employment practices, including selection, wages, promotions, rewards, and access to training. Workers must be provided with reasonable accommodation for religious practices. Employees, workers, and prospective workers must not be required to undergo medical tests, including pregnancy or virginity tests, or physical examinations that could be used in a discriminatory manner.

3.7 Freedom of Association and Collective Bargaining

In accordance with the ILO Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87) and the Right to Organise and Collective Bargaining Convention, 1949 (No. 98), and consistent with applicable local law, suppliers must respect the right of all workers to form and join trade unions or worker organizations of their own choosing, to bargain collectively, and to engage in peaceful assembly, as well as workers' right to refrain from such activities without fear of reprisal. Workers and/or their representatives must be able to communicate openly and share ideas and concerns with management regarding working conditions and management practices, without fear of discrimination, retaliation, intimidation, or abuse.

4 BUSINESS ETHICS

To fulfill their social responsibilities and achieve sustainable success in the marketplace, suppliers and their agents must uphold the highest ethical standards, consistent with international good-practice frameworks including the following:

4.1 Business Integrity

The highest standards of integrity must be upheld in all business interactions, whether with government officials, customers, workers, or business partners. Suppliers must maintain and enforce a zero-tolerance policy prohibiting all forms of bribery, corruption, extortion, and embezzlement, and must foster an organizational culture in which ethical conduct is expected and rewarded.

4.2 Anti-Bribery

Bribery and other means of obtaining an unfair advantage are strictly prohibited. No bribe or other improper payment, benefit, or advantage may be promised, offered, authorized, given, or accepted. This prohibition includes promising, offering, authorizing, giving, or receiving anything of value, either directly or indirectly through a third party, for the purpose of obtaining or retaining business, directing business to any person or entity, or obtaining an undue advantage. Procedures for monitoring, recording, and enforcement must be implemented and periodically reviewed to ensure ongoing compliance with applicable anti-corruption laws, consistent with the principles of the United Nations Convention against Corruption.

4.3 Information Disclosure

All business transactions must be conducted transparently and accurately reflected in each party's books and business records. Safety, environmental practices, business activities, organizational structure, and financial condition and performance must be disclosed in accordance with applicable laws, regulations, and prevailing industry practice. Falsification of records or misrepresentation of conditions or practices within the supply chain is strictly prohibited and will be treated as a material breach of this Code of Conduct.

4.4 Intellectual Property

Intellectual property rights must be respected at all times. Technology and knowledge transfer must be carried out in a manner that protects intellectual property rights, and customer and supplier information must be safeguarded against unauthorized use, disclosure, or transfer.

4.5 Fair Business, Advertising, and Competition

Fair business, advertising, and competition standards must be upheld in all dealings with customers, competitors, and the public, and suppliers must not engage in deceptive, misleading, or anti-competitive practices.

4.6 Confidentiality and Non-Retaliation

Programs that ensure the confidentiality, anonymity, and protection of suppliers, whistleblowers, and employees must be established and maintained, unless otherwise prohibited by law. The supplier must establish and maintain accessible reporting procedures that are clearly communicated to its personnel,

enabling them to report concerns, misconduct, or improper practices in good faith and without fear of retaliation, dismissal, or other adverse consequences.

4.7 Privacy

PT Wira Karitas is committed to protecting the reasonable privacy expectations of every individual whose personal information it collects or processes, in line with generally accepted data protection principles. All persons with whom PT Wira Karitas conducts business, including customers, consumers, employees, sub-agents, and other parties, must comply with all applicable laws, regulations, and requirements relating to privacy and information security. Personal information must be collected, stored, processed, transmitted, and shared in a lawful, fair, secure, and responsible manner, and access to such information must be limited to what is necessary for legitimate business purposes.

Definition — Whistleblower

A whistleblower is any person who, in good faith, reports or discloses information regarding suspected or actual inappropriate, unlawful, unethical, or improper conduct by an employee, company official, public official, or public institution. Reports made in good faith will be treated with confidentiality to the fullest extent permitted by law, and no whistleblower will be subject to retaliation for making such a report.

5 MANAGEMENT SYSTEM

PT Wira Karitas shall adopt and maintain a management system with a scope related to the content of this Code of Conduct, incorporating a cycle of continuous monitoring, review, and improvement consistent with good management-system practice. The management system should be designed to ensure that all employees, sub-agents, and other parties involved in the recruitment process observe the following:

- Compliance with applicable laws, regulations, and customer requirements related to operations and services.
- Compliance with this Code of Conduct.
- Identification and mitigation of operational risks associated with this Code of Conduct, while also facilitating continuous improvement.

6 IMPLEMENTATION & ACKNOWLEDGEMENT

Employees, sub-agents, and all parties involved in the recruitment process must acknowledge and comply with this Code of Conduct by signing and returning a copy of this Code of Ethics, and must complete any training reasonably required by PT Wira Karitas to ensure a clear understanding of its provisions. As part of the supplier program, PT Wira Karitas reserves the right to audit compliance and to remove any supplier from its approved supplier list if any provision of this Code of Ethics is violated.

ACKNOWLEDGEMENT

By signing below, the undersigned confirms that PT Wira Karitas has read, understood, and agrees to comply with the provisions of this Supplier Code of Conduct.



EDY SIMSON PARDAMEAN SINURAT

Director, PT Wira Karitas

Date

17 January 2023

Registered Office

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