

## Anti-trafficking in Persons Policy

### Purpose

- To describe Root Capital Inc.'s ("Root Capital" or the "Organization") guiding principles with respect to combatting human trafficking.
- To comply with applicable U.S. Government and other applicable laws, regulations, and policies prohibiting trafficking in persons by government contractors and award recipients.

### Policy Statement and Scope

Root Capital supports the zero-tolerance policy adopted by the United States government to combat human trafficking and forced labor. Root Capital is committed to high standards of ethics and integrity and compliance with all applicable local laws across our global operations, including prohibition of actions that facilitate the trafficking in persons. Root Capital's work with vulnerable populations potentially exposes Root Capital staff and partners to issues of human trafficking and forced labor. Root Capital Staff and Root Capital Suppliers (each as defined below) should be particularly vigilant when contracting with local businesses who may use forced labor tactics to grow their work force.

This policy applies to all Root Capital employees, volunteers, and agents (collectively, "Root Capital Staff") as well as Root Capital awardees, contractors, suppliers, and consultants (at any tier), as well as their employees, labor recruiters, brokers, and agents (collectively, "Root Capital Suppliers") engaged by Root Capital for the performance of U.S. federal government contracts (including sub-contracts), awards (including sub-awards) or cooperative agreements and other applicable agreements (collectively, "Government Contracts," and each, a "Government Contract").

In addition, this policy establishes a program compliant with U.S. Federal Government regulations and USAID standard provision M20, which prohibits Root Capital, Root Capital Staff, and Root Capital Suppliers from the following Prohibited Activities as defined in FAR 52.222-50:

- Trafficking in Persons during the period of a Government Contract;
- Procuring Commercial Sex Acts during the period of a Government Contract;
- Using Forced Labor in the performance of a Government Contract;
- 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 provided for by Root Capital or any Root Capital Staff or any Root Capital Supplier), significant costs to be charged to the employee, and hazardous nature of the work (if applicable);
- Using recruiters that do not comply with the labor laws of the country where recruiting takes place;
- Charging recruitment fees to individual employees;
- Failing to provide or pay the cost of return transportation at the end of employment for an employee who is not a national of the country where the work took place and who was sent to that country for purposes of working on a Government Contract;
- Providing or arranging housing that fails to meet the host country housing and safety standards; and
- If required by law or contract, failing to provide an employment contract, recruitment agreement or other required work document, written in a language the employee understands, that includes details of work description, wages, work location, living accommodations (where applicable), and the content of applicable laws and regulations that prohibit trafficking in person.



All agreements with Root Capital Suppliers under Government Contracts will include a provision proscribing the above Prohibited Activities.

**Reporting Requirements and Procedures**

All Root Capital Staff and Root Capital Suppliers are required to report any trafficking-in-persons related activities or violations of this policy to Root Capital. Reports may be made on a confidential basis via email at [integrity@rootcapital.org](mailto:integrity@rootcapital.org). Any Root Capital Staff who receive such a report must immediately share all pertinent information with Root Capital’s General Counsel. In addition, any Root Capital Staff or Root Capital Supplier staff who believe that they or others have been subjected to Prohibited Activities may submit a report as outlined above or may contact the Global Human Trafficking Hotline at 1-844-888-FREE or via its email address at [help@befree.org](mailto:help@befree.org). Root Capital will investigate all reports of Prohibited Activities and other violations of this policy and take appropriate action. In addition, Root Capital’s General Counsel will make all required disclosures as set forth in Root Capital’s compliance plan related to the policy. Root Capital strictly prohibits retaliation against any Root Capital Staff whom report Prohibited Activities or other violations of this policy.

**Compliance Plan**

Root Capital maintains a written anti-trafficking compliance plan for U.S. Government (sub-) contracts and (sub-)awards with an estimated value in excess of US\$500,000 that are for supplies to be acquired or services to be performed outside of the United States (collectively, “Covered Agreements”). Sub-contractors and sub-awardees of or under Covered Agreements will be required to implement and submit a copy of their own policy and related compliance plan to prevent the Prohibited Activities.

**Consequences of Policy Violations**

Violation of this policy or failure to comply with the related compliance plan by Root Capital Staff will result in disciplinary or other action, including termination, reduction in benefits or removal from any applicable U.S. Government award, contract or cooperative agreement.

Violation of this policy, failure to comply with the applicable contractual language in the applicable Root Capital sub-contract or the applicable Root Capital sub-award, or failure to comply with Root Capital’s compliance plan by any Root Capital Supplier will result in remedial action, including termination of the sub-contract or sub-award for cause with immediate effect.

**Definitions**

Term	Definition
Agent	Any individual, including a director, an officer or an employee, authorized to act on behalf of Root Capital or any Root Capital Supplier(s)
Commercial Sex Act	Any sex act on account of which anything of value is given to or received by any person
Employee	Any individual directly engaged in the performance of work under a Government Contract and who has other than a minimal impact or involvement in performance of the work
Forced Labor	Knowingly providing or obtaining the labor or services of a person by express or implied threats of serious harm to, or physical restraint against, that person, their family member or another person
Trafficking in Persons	Recruitment, transportation, transfer, harboring or receipt of persons, by means of the threat or use of force or other forms of coercion, of abduction, of fraud, of deception, of the abuse of power or of a position of vulnerability or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation. Exploitation shall include, at a minimum, the exploitation of the prostitution of others or other forms of sexual exploitation, forced labor or services, slavery, or practices similar to slavery, servitude or the removal of organs

## Anti-trafficking in Persons Compliance Plan

### Background and Purpose

Root Capital Inc. ("Root Capital" or the "Organization") has developed this Anti-trafficking in Persons Compliance Plan (this "Compliance Plan") in accordance with FAR 52.222-50, Combating Trafficking in Persons and USAID Standard Provision M20 for U.S. Nongovernmental Organizations ("Anti-trafficking Provisions").

The purpose of this Compliance Plan is to set out Root Capital's program requirements and procedures for:

- (1) Making Root Capital's employees, volunteers, and agents (collectively, "Root Capital Staff") aware of the conduct prohibited under Root Capital's Anti-trafficking in Persons Policy (the "Anti-trafficking Policy") and the anti-trafficking provisions and the actions that may be taken against Root Capital Staff for violations;
- (2) Employing fair recruitment, wage, and housing practices; and
- (3) Preventing prohibited trafficking activity by Root Capital awardees, contractors, suppliers, and consultants (at any tier), as well as their employees, labor recruiters, brokers, and agents (collectively, "Root Capital Suppliers") engaged by Root Capital for the performance of U.S. federal government contracts (including sub-contracts), awards (including sub-awards) or cooperative agreements and other applicable agreements (collectively, "Government Contracts," and each, a "Government Contract"), and monitoring, detecting, and terminating those who engage in such activities.

### Scope

This Compliance Plan sets out Root Capital's baseline standards for anti-trafficking compliance and applies to any portion of a Government Contracts that:

- (1) is 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 \$500,000 (any such Government Contract, a "Covered Agreement" and collectively, "Covered Agreements").

This Compliance Plan may need to be adapted or modified for projects that are larger, more complex, or involve greater risk of trafficking activity. For all Covered Agreements, Root Capital Staff engaged in the project ("Root Capital Project Staff") must examine each one individually to assess the risk of trafficking activity, based on factors such as the number of non-U.S. citizens to be employed and whether the (sub-)contract or (sub-)award will involve services or supplies susceptible to trafficking in persons. Root Capital Project Staff must adapt or modify the this Compliance Plan as necessary to ensure that it is appropriate to the size and complexity of the (sub-)contract or (sub-)award and the nature and scope of the activities to be performed.

### Root Capital Staff Awareness Program

Root Capital's Anti-trafficking Policy prohibits trafficking-related activities, describes the actions Root Capital may take against Root Capital Staff and Root Capital Suppliers who violate the Anti-trafficking Policy, and sets out the procedure for reporting and investigating Anti-trafficking Policy violations.

Root Capital maintains the Anti-trafficking Policy on its Intranet where it can be accessed by Root Capital Staff at any time and incorporates it by reference into sub-awards and sub-contracts of Covered Agreements for Root Capital Suppliers.



All new Root Capital Staff are required to acknowledge that they have familiarized themselves with Root Capital policies, including the Anti-trafficking Policy. On-boarding and refresher trainings on ethics policies, including the Anti-trafficking Policy, are provided as-needed and on an ongoing basis by the Root Capital's HR staff and Root Capital's General Counsel. Individuals may contact Root Capital's General Counsel at any time for questions, clarifications or further discussion.

### **Root Capital's Anti-Trafficking Policy**

Root Capital supports the zero-tolerance policy adopted by the United States government to combat human trafficking and forced labor. Root Capital is committed to high standards of ethics and integrity and compliance with all applicable local laws across our global operations, including prohibition of actions that facilitate the trafficking in persons. Root Capital's work with vulnerable populations potentially exposes Root Capital staff and partners to issues of human trafficking and forced labor. Root Capital Staff and Root Capital Suppliers (each as defined below) should be particularly vigilant when contracting with local businesses who may use forced labor tactics to grow their work force.

Root Capital's Anti-trafficking Policy applies to all Root Capital Staff as well as all Root Capital Suppliers engaged by Root Capital for the performance Government Contracts.

In addition, Root Capital's Anti-trafficking Policy establishes a program compliant with U.S. Federal Government regulations and USAID standard provision M20, which prohibits Root Capital, Root Capital Staff, and Root Capital Suppliers from the following Prohibited Activities as defined in FAR 52.222-50:

- Trafficking in Persons during the period of a Government Contract;
- Procuring Commercial Sex Acts during the period of a Government Contract;
- Using Forced Labor in the performance of a Government Contract;
- 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 provided for by Root Capital or any Root Capital Staff or any Root Capital Supplier), significant costs to be charged to the employee, and hazardous nature of the work (if applicable);
- Using recruiters that do not comply with the labor laws of the country where recruiting takes place;
- Charging recruitment fees to individual employees;
- Failing to provide or pay the cost of return transportation at the end of employment for an employee who is not a national of the country where the work took place and who was sent to that country for purposes of working on a Government Contract;
- Providing or arranging housing that fails to meet the host country housing and safety standards; and
- If required by law or contract, failing to provide an employment contract, recruitment agreement or other required work document, written in a language the employee understands, that includes details of work description, wages, work location, living accommodations (where applicable), and the content of applicable laws and regulations that prohibit trafficking in person.

All agreements with Root Capital Suppliers under Government Contracts will include a provision proscribing the above Prohibited Activities.

## Recruitment and Wage Plan

- As set forth above and in the Root Capital Anti-trafficking Policy, Root Capital prohibits the use of any misleading or fraudulent recruitment practices during the recruitment of employees or offering of employment to employees. Root Capital Staff 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 Root Capital, Root Capital Staff or Root Capital Suppliers), significant costs to be charged to the employee, and, if applicable, the hazardous nature of the work.
- Root Capital prohibits the use of recruiters that do not have trained employees, or that do not comply with all labor laws of the country where the recruitment takes place.
- Root Capital prohibits charging recruitment fees to any individual employee.
- Root Capital will pay to all employees wages that meet applicable host-country legal requirements, or will explain any variance.
- Where required by law or contract, Root Capital will provide to every employee an employment contract, recruitment agreement or other required work document, 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, Root Capital will provide the required work document at least five (5) days prior to relocation.
- Root Capital prohibits destroying, concealing, confiscating or otherwise denying any employee access to their identity or immigration documents.
- Root Capital will provide or pay the cost of return transportation at the end of employment for any employee who is not a national of the country where the work took place and was brought into that country by Root Capital for purposes of working on a Covered Agreement.
- Root Capital will provide or pay the cost of return transportation at the end of employment for any employee who is not a US national and was brought into the US for purposes of working on a Covered Agreement, if payment of such costs is required under existing temporary work programs or pursuant to a written agreement with the employee for portions of Covered Agreements performed outside the US.

## Housing Plan

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

## Supplier Compliance

All Root Capital Suppliers engaged in the performance of a Covered Agreement must agree to comply with Root Capital's Anti-trafficking Policy and all applicable Anti-trafficking Provisions of the Standard Provisions for U.S. Nongovernmental Organizations published and maintained by USAID (the "Anti-trafficking Provisions"). Root Capital will include language to that effect in all Root Capital Supplier contracts, sub-contracts and sub-agreements (collectively, "Supplier Contracts" and each, a "Supplier Contract") related to Covered Agreements, including inserting FAR 52.222-50, FAR 52.222-56 and USAID Standard Provisions where applicable.



All Root Capital Suppliers 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-relating activities, and provide a copy of its plan to Root Capital.

A Root Capital Supplier's compliance plan must meet the minimum requirements in the Anti-trafficking Provisions and be appropriate to the size and complexity of the contract, sub-contract or sub-agreement with Root Capital and the nature of the activities to be performed thereunder.

Prior to the award of any Supplier Contract, and on an annual basis thereafter, all Root Capital Suppliers must submit a certification to Root Capital:

- (1) That the Root Capital Supplier has implemented a compliance plan and has complied with its compliance plan; and
- (2) That after conducting due diligence, to the best of the Root Capital Supplier'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 Root Capital Supplier has taken appropriate remedial and referral actions.

For Root Capital Suppliers and Supplier Contracts that may be more susceptible to trafficking-related activities, Root Capital may, in situations where it has direct access, inspect the Root Capital Supplier's workplace or any housing provided by the Root Capital Supplier for signs of trafficking-related activities. In lower-risk situations, and in situations where the Root Capital Supplier is remote, Root Capital will review the plans and certifications of the Root Capital Supplier(s) to ensure they include adequate monitoring procedures and reporting mechanisms.

If any Root Capital Supplier fails to comply with the Anti-trafficking Policy, applicable contractual language in the Supplier Contract, or applicable Anti-trafficking Provisions, Root Capital will take appropriate action to remediate the violation and prevent future violations, including, but not limited to:

- (1) Requiring the Root Capital Supplier to remove an employee or agent from a project;
- (2) Requiring the Root Capital Supplier to terminate its relationship with any of its contractors, consultants, suppliers, sub-contractors or sub-recipients;
- (3) Suspending payments to the Root Capital Supplier until violation is remedied; and/or
- (4) Terminating the Supplier Contract for cause with immediate effect.

## **REPORTING REQUIREMENTS AND PROCEDURES**

All Root Capital Staff, Root Capital Suppliers and employees of Root Capital Suppliers are required to report any trafficking-in-persons related activities or violations of Root Capital's Anti-trafficking Policy to Root Capital. Reports may be made on a confidential basis via email to [integrity@rootcapital.org](mailto:integrity@rootcapital.org).

Any Root Capital Staff who receive such a report must immediately share all pertinent information with Root Capital's General Counsel. In addition, any Root Capital Staff or employees of Root Capital Suppliers who believe that they or others have been subjected to any of the Prohibited Activities may submit a report as outlined above or may contact the Global Human Trafficking Hotline at 1-844-888-FREE or via its email address at [help@befree.org](mailto:help@befree.org).

Root Capital will investigate all reports of any of the Prohibited Activities and other violations of the Root Capital Anti-trafficking Policy and take appropriate action. In addition, Root Capital's General Counsel will make all required





disclosures as set forth in this Compliance Plan.

Root Capital strictly prohibits retaliation against any Root Capital Staff who report Prohibited Activities or other violations of Root Capital's Anti-trafficking Policy. Root Capital Staff who engage in retaliation against those who report any of the Prohibited Activities or other Root Capital Anti-trafficking Policy violations are subject to disciplinary action, up to and including termination.

### **Investigations**

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

Root Capital's General Counsel will be responsible for immediately notifying the contracting officer and the appropriate agency Inspector General of the information received and any resulting remedial action taken.

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

Root Capital 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 US government authorities.

### **Posting**

Root Capital will post this Compliance Plan and Root Capital's Anti-trafficking Policy on its Intranet and on its external website, [www.rootcapital.org](http://www.rootcapital.org). Root Capital will also make available this Compliance Plan at all workplaces, except where the work is being performed in the field or not otherwise at a fixed location.