



## Vontier Policy on Combating Trafficking in Persons

### Purpose

Vontier's commitment to Environmental, Social and Governance and to Integrity & Compliance includes a commitment to promoting ethical and lawful employment and workplace practices for ourselves and within our supply chain. This includes taking efforts to combat human trafficking, which is a crime under many international laws. Please see also the [Vontier Transparency in Supply Chains Statement](#).

### Prohibited Conduct

The United States Government ("USG") has similarly adopted a policy prohibiting trafficking in persons and certain types of activities that the USG has determined to relate to such impermissible trafficking. The USG requirements are implemented by means of a contract clause that is contained in USG procurement contracts and identified as FAR 52.222-50, Combatting Trafficking in Persons. All Vontier operating company ("OpCo" or, collectively "OpCo's") employees, agents and subcontractors shall not do any of the following, all of which are impermissible under United States Government policy prohibiting trafficking in persons:

- Engage in any form of trafficking in persons during the period of performance of the USG contract;
- Procure commercial sex acts during the period of performance of the USG contract;
- Use forced labor in the performance of the USG contract;
- Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identification or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information, or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment;
- Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- Charge employees' recruitment fees;
- Fail to provide return transportation or require payment for the cost of return transportation for employees who are not nationals of the country in which the work is taking place and who were brought into that country for the purpose of working on the USG contract or subcontract; for portions of contracts performed outside the US; or for employees who are not US nationals and were brought to the US to work on such a contract or subcontract, if the payment of such costs is required

under existing temporary worker programs or pursuant to a written agreement with the employee, for portions of contracts performed inside the US, with limited exceptions;

- Provide or arrange housing that fails to meet the host country housing and safety standards; or
- If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands.

Violations of this Policy have severe consequences, and may result in actions being taken against employees, agents, and subcontractors, including, but not limited to, removal from the contract, reduction in benefits, or termination of employment or subcontract. They can also have significant adverse consequences for the OpCo itself, including termination of the contract or subcontract for default and suspension or debarment from government contracting. It is therefore mandatory that all OpCo employees adhere strictly to these requirements, without exception. Any questions regarding these requirements should be addressed as soon as they arise to the OpCo Legal Department.

## Required Reporting by OpCo Employees and Subcontractors

OpCo employees as well subcontractors have a responsibility to immediately report, without fear of retaliation, any conduct prohibited under this Policy. The rights of employees in this regard are protected by law, including the provisions of 10 U.S.C. Section 2409 (this provision protects against reprisal for disclosure of certain information). If you have reason to believe there has been a violation of this or any other applicable government procurement law or regulation, **you must report** the relevant facts and circumstances. The report can be made to the OpCo or Vontier Legal, Compliance, Finance, or Internal Audit teams or by using the Vontier Speak Up! Helpline or website:

- **Via phone:** The Speak Up! Helpline may be accessed by dialing the applicable number set forth on our [Vontier Speak Up! Helpline](#). Callers can remain anonymous except where anonymous reporting is prohibited by local law.
- **Via the [Vontier Speak Up! Helpline](#).**
- **Via the Global Human Trafficking Hotline:** The Global Human Trafficking Hotline may be reached at 1-844-888-FREE or by email at [help@befree.org](mailto:help@befree.org).

## OpCo's Duty to Provide Notification to the Government

As reviewed below, the OpCo **must** disclose to the Contracting Officer and agency Inspector General (as these roles and persons are defined in the FAR) any credible information it receives that alleges that any person has violated this Policy. Any concerns of a potential violation of this Policy must be raised promptly to a manager, or to a Vontier or OpCo Legal/Compliance, HR, Finance, or Internal Audit team member. The matter shall also be immediately escalated to the Vontier General Counsel and Chief Compliance Officer, who shall work with the relevant OpCo(s) to analyze the facts and

law and determine next steps. At a minimum, when a disclosure is required, the OpCo must:

- Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
- Provide timely and complete responses to the USG auditors' and investigators' requests for documents;
- Cooperate fully in providing reasonable access to its facilities (both inside and outside the United States) to allow contracting agencies and other Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
- 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 shall not prevent or hinder the ability of these employees from cooperating fully with USG authorities.

The requirements of the above do not foreclose any OpCo rights arising in law, the FAR, or the terms of the government contract.

## Notification to Employees

The OpCo, through this Policy and the related compliance plan, is notifying its employees and agents of the USG's policy prohibiting trafficking in persons and Vontier and the OpCo's expectations and requirements of compliance with this Policy. The OpCo will take appropriate action for any violation of this Policy including, but not limited to, removal from the contract, reduction in benefits, or termination of employment.

## Investigation

All OpCo's support and respect the protection of human rights and are working to ensure that its employees, agents, and subcontractors do the same. To that end, OpCo's shall take action when they become aware of misconduct, particularly with respect to the trafficking and inhumane living conditions prohibitions contained herein. It is the policy of all OpCo's to take all such allegations seriously through prompt investigation and to pursue action to mitigate any adverse human rights impacts.

## Subcontractors at All Tiers of OpCo's Government Contracts' Supply Chain Are Included in the Implementation of This Rule

The USG's prohibition on trafficking and trafficking-related activities includes all contractors, contractor employees directly engaged in the performance of work under a contract who have other than a minimal impact or involvement in contract performance, and agents. OpCo will ensure human trafficking prohibitions flow down to OpCo's government contracts' subcontractors, *i.e.*, those suppliers, distributors, vendors, or firms

that furnish supplies or services to or for OpCo's prime contract or government subcontracts by flowing down FAR 52.222-50 to all subcontracts and agents. These subcontractors and agents are expected to adhere to, and implement, policies and practices that meet or exceed the standards set forth in this Policy. OpCo employees working with subcontractors on OpCo's government contracts must also be aware of this Policy and must monitor subcontractor and agent compliance with flow-down requirements.

## Compliance Plan and Certification Regarding Overseas Performance

This Vontier Policy on Combating Trafficking in Persons is implemented in part through a compliance plan, as described below. This compliance plan is applicable to all Vontier OpCo's that *both*:

- (i) perform USG contracts containing the contract clause identified as FAR 52.222-50; and
- (ii) meet triggering requirements as outlined below:
  - the possibility exists that at least \$500,000 of the contract or subcontract will be performed outside the United States; and
  - the acquisition is not entirely for commercially available off-the-shelf ("COTS") products, as these are defined in FAR 2.101 (see [Exhibit 1](#) – FAR 2.101 Definitions of Commercial Item and COTS Item for complete definition of both "commercial item" and "COTS item.")

These OpCos are hereinafter "Covered OpCo's".

As Covered OpCo's, the provisions and requirements of the Compliance Plan apply to:

- All OpCo employees directly engaged in the performance of work under an OpCo USG contract (either as a prime contractor or a subcontractor) who have other than a minimal impact on or involvement in contract performance;
- All OpCo agents; and
- All OpCo subcontractors at any tier that furnish supplies or services for performance of OpCo's USG contracts, and these subcontractors' employees.

The above shall collectively be referred to as "Covered Person(s)".

When the triggering requirements identified above apply to a contract, each Covered OpCo will maintain a compliance plan to prevent trafficking in persons for any portion of a USG contract or subcontract, and must certify annually that it has implemented the needed compliance plan, that it has conducted due diligence to identify and prevent any prohibited activities, and that no prohibited activities have occurred on the part of the Covered OpCo or any Covered Person, or that appropriate remedial or referral actions have been taken.



Where this is required, each Covered OpCo will develop a tailored compliance plan approved by Covered OpCo Legal, which will include, at a minimum: (1) an awareness program to inform contractor employees about these requirements and the actions prohibited; (2) an employee reporting process; (3) a recruiting and wage plan that addresses the requirements of this policy; (4) a housing plan that ensures minimum housing and safety standards for employees; and (5) procedures to prevent trafficking activities by agents and subcontractors at any tier and at any dollar amount and that will monitor, detect, and terminate any agents, subcontractors, or subcontractor employees that have engaged in such activities. Such plan shall be presented to the Vontier General Counsel and Chief Compliance Officer.

A sample Compliance Plan is attached as [Exhibit 2](#): Sample Compliance Plan.

## Exhibit 1 – FAR 2.101 Definitions of Commercial Item and COTS Item

*Commercial item* means—

(1) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and—

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (1) of this definition through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (1) or (2) of this definition, but for—

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. Minor modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (1), (2), (3), or (5) of this definition that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if—

(i) Such services are procured for support of an item referred to in paragraph (1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and

(ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks

performed or specific outcomes to be achieved and under standard commercial terms and conditions. For purposes of these services—

(i) *Catalog price* means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and

(ii) *Market prices* means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

(7) Any item, combination of items, or service referred to in paragraphs (1) through (6) of this definition, notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a contractor; or

(8) A non-developmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local governments.

***Commercially available off-the-shelf (COTS) item***— (1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition in this section);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

## Exhibit 2: Sample Compliance Plan

This Compliance Plan is applicable to all Vontier operating companies (“OpCo’s” or individually as “OpCo”) that *both*:

- (i) perform United States Government contracts containing the contract clause identified as FAR 52.222-50; and
- (ii) meet triggering requirements as outlined below:
  - the possibility exists that at least \$500,000 of the contract or subcontract will be performed outside the United States; and
  - the acquisition is not entirely for commercially available off-the-shelf (“COTS”) products, as these are defined in FAR 2.101 (see [Exhibit 1](#) – FAR 2.101 Definitions of Commercial Item and COTS Item for complete definition of both “commercial item” and “COTS item.”)

These OpCo’s are hereinafter “Covered OpCo’s”.

As Covered OpCo’s, the provisions and requirements of the Policy apply to:

- All OpCo employees directly engaged in the performance of work under an OpCo United States Government contract (either as a prime contractor or a subcontractor) who have other than a minimal impact on or involvement in contract performance;
- All OpCo agents; and
- All OpCo subcontractors at any tier that furnish supplies or services for performance of OpCo’s Government contracts, and these subcontractors’ employees.

The above shall collectively be referred to as “Covered Person(s)”.

### I. Key Elements of Compliance Plan

Covered OpCo has implemented the following employment policies, practices, and procedures related to contracts with the US Government meeting the triggering requirements under the *Vontier Policy on Combatting Human Trafficking in Persons*:

The policy of Covered OpCo is that all wage rates will meet or exceed applicable host-country legal minimum wage requirements.

[Additional Element: May need further factual development on Covered OpCo’s wage plan. This could include information such as pay cycle, minimum hourly rates, etc.]

#### A. Recruitment Plan

Covered OpCo, its employees and agents will not charge a prospective employee or a current employee a recruitment fee.

Covered OpCo, its employees and agents will comply with all local labor laws of the country in which the recruiting takes place.

Covered OpCo, its employees and agents will not use misleading or fraudulent practices during the recruitment of employees or offering of employment. Covered OpCo will accurately disclose the following information, in a format and language that is understood by the prospective employee, as part of the recruitment process:

- Key terms and conditions of employment;
- Wages and fringe benefits;
- Location of work;
- Living conditions;
- Housing and associated costs (if employer or agent provided or arranged);
- Any significant cost to be charged to the employee; and
- Hazardous nature of the work (if applicable).

[Additional Element: Does Covered OpCo use recruiters or recruitment firms? If NO, include the following:

Covered OpCo, its employees and agents do not utilize any recruitment firms in support of this Contract.

If YES, include the following:

Covered OpCo, its employees and agents will not utilize any unlicensed recruiting firms, or firms that charge recruitment fees. Only recruitment firms with trained employees will be used.]

## B. Employment Contracts, Recruitment Agreements, or Other Required Work Documents

[If Covered OpCo is required by law or contract to provide an employment contract, recruitment agreement, or other required work document, include the following:

Covered OpCo will provide employees with a written copy of the [insert employment contract, recruitment agreement, or other written work document] that defines the terms of his or her employment and compensation. Such work documents will be provided both in English and a local language understood by the employee. If the employee must relocate to perform the work, the work document will be provided to the employee at least five days prior to the employee relocating. The work document will include, but is not limited to, the following:

- Details about work description;
- Wages;
- Prohibition on charging recruitment fees;
- Work location(s);
- Living accommodations and associated costs;
- Time off;
- Roundtrip transportation arrangements;
- Grievance process; and

- Content of applicable laws and regulations that prohibit trafficking in persons.]

## C. Employee Document Handling

Covered OpCo, its employees, and its agents will not destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or driver's licenses, regardless of issuing authority. Such passports and other identification documents will be held for the shortest period of time reasonable for any required administrative processing purposes.

## D. Housing Plan

[Does Covered OpCo provide housing for those employees not living on military installations? If YES, include the following:

### CONTRACTOR PROVIDED HOUSING

Employees are provided with housing areas that, at a minimum, meet the housing, safety standards, and living conditions (sanitation, health, safety, living space) of the country where employees are located, for all employees not residing on military installations or in their own residences.

If NO, include the following:

### EMPLOYEE PROVIDED HOUSING

All employees provide or obtain their own housing within the local economy.]

## E. Return Transportation

Return transportation, or the cost of return transportation to the employee's point of origin upon the end of employment, will be provided for any employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a US Government contract or subcontract, unless an exception applies under the terms of the Contract.

## II. Employee Notification and Awareness Program

All Covered OpCo employees performing work on US Government prime contracts or subcontracts are trained in OpCo's Anti-Human Trafficking policy as part of the Company's annual training [NAME]. Employees, agents and subcontractors performing on the Contract are further trained on OpCo's [Compliance Plan and anti-human trafficking reporting requirements within the first two weeks of employment on the contract.]

Covered OpCo shall obtain a signed acknowledgement in a language understood by the employee from each employee, agent, subcontractor, or subcontractor employee or agent working on the Contract that he or she has been notified of, and understands the following:

- US Government Combating Trafficking in Persons Policy;
- Covered OpCo Anti-Human Trafficking Policy;
- Covered OpCo Combating Trafficking in Persons Compliance Plan for the Contract;
- [Other policies].

### III. DEPARTMENT OF DEFENSE REPRESENTATIONS

For US Department of Defense contracts or subcontracts under such US Department of Defense contracts, the Covered OpCo will furnish an additional representation with regard to the US Government’s requirements regarding Combating Trafficking in Person, either as part of the Covered OpCo’s filing with the US Government as part of the System of Award Management (SAM), or as required in accordance with the text of the Department of Defense’s Supplement to the FAR, DFARS 252.222-7007.

### IV. Posting

Each of the following required documents will be posted as described:

| Description   | Posted on Web Site | Posted in Work Place | Copy to Employee |
|---|--------------------|----------------------|------------------|
| Covered OpCo Combating Trafficking in Persons Policy          | X                  | X                    | X                |
| Covered OpCo Combating Trafficking in Persons Compliance Plan | X                  | X                    |                  |
| [Other Documents]   |                    |                      |                  |

### V. Certification

Annually after receiving a covered award, Covered OpCo will submit a certification to the Contracting Officer that states the following:

- OpCo has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of FAR 52.222–50, Combating Trafficking in Persons, and to monitor, detect, and terminate any agent, subcontractor, or subcontractor employee engaging in prohibited activities identified at paragraph (b) of FAR 52.222–50, Combating Trafficking in Persons; and
- After having conducted due diligence, either: (1) to the best of OpCo’s knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or (2) if abuses relating to any of the prohibited activities identified in 52.222–50(b) have been found, OpCo or its subcontractor has taken the appropriate remedial and referral actions.

[Additional Element: If DFARS 252.222-7007 is included and the OpCo has not filed a DFARS-required Human Trafficking representation as part of its SAM filing, the OpCo will provide the required DFARS representation language, as follows:

By submission of its offer, the Offeror represents that it—

- (a) Will not engage in any trafficking in persons or related activities, including but not limited to the use of forced labor, in the performance of this contract;

(b) Has hiring and subcontracting policies to protect the rights of its employees and the rights of subcontractor employees and will comply with those policies in the performance of this contract; and

(c) Has notified its employees and subcontractors of—

(1) The responsibility to report trafficking in persons violations by the Contractor, Contractor employees, or subcontractor employees, at any tier; and

(2) Employee protection under 10 U.S.C. 2409, as implemented in DFARS subpart 203.9, from reprisal for whistleblowing on trafficking in persons violations.]

Approved by Covered OpCo Legal Counsel

\_\_\_\_\_  
Covered OpCo Legal Counsel

Date: \_\_\_\_\_