INVOLUNTARY WORKER POLICY

GANNI supports the UK's Modern Slavery Act in eradicating forced labour and human trafficking. We are committed to respect human rights and work to combat any kind of modern slavery.

Suppliers shall ensure that all work is voluntary. Supplier shall not traffic persons or use any form of slave, forced, bonded, indentured, or prison labor. Involuntary labour includes the transportation, harbouring, recruitment, transfer, receipt, or employment of persons by means of threat, force, coercion, abduction, fraud, or payments to any person having control over another person for the purpose of their exploitation. These standards apply equally to permanent, temporary, and agency workers, as well as piece-rate, salaried, hourly, part-time, night workers, homeworkers, young workers and migrant workers.

We expect our suppliers and subcontractors to adopt and maintain terms of employment for their employees that comply with local law and our Code of Conduct.

Below explained some of the most common form of involuntary labour in the Textile and Fashion Industry in recent years, and to remind our suppliers of their commitments and obligations on this important issue:

1. Mandatory overtime

All overtime must be voluntary without the threat of penalty or dismissal.

- Suppliers shall ensure that all workers have the right to refuse to work overtime hours.
- Suppliers shall not impose overtime where workers are unable to leave the work premises.
- Under no conditions shall a supplier impose punitive measures such as salary deductions, apply coercion of any kind, denial of future opportunities for overtime, or take disciplinary action against Workers for refusing overtime

2. Production Quota

Supplier shall not set production quotas/ targets or piecework rates at such a level that Workers need to work beyond regular working hours (excluding overtime) to earn the legal Minimum Wage.

3. Recruitment Fees

Workers shall not be required to pay employers' or their agents' fees for their recruiting and/or ongoing employment.

- This includes recruitment, application, recommendation, hiring, skills test, placement, processing, renewals, and/or recurring fees of any kind.
- If such fees are found to have been paid by Workers, such fees shall be repaid to the Worker.

If suppliers choose to follow a hiring process that results in recruitment fees

 or in cases of unavoidable recruitment costs, such as when
 pre-employment health examinations are required by law — the employers
 themselves must bear these costs.

4. Control of Employee Documents:

- Workers shall retain possession or control of all identity documents, such as passports, identity papers, travel documents, and other personal legal documents.
- Supplier shall not require surrender of workers' original identity documents, withhold workers' original identity documents, or restrict workers' access to original identity documents for any reason.
- Supplier may obtain and retain copies of Workers' original identity documents.

5. Freedom of Movement

- Workers can freely resign from their employer after the worker has been provided reasonable notice.
- Supplier shall not confine or restrict Worker's freedom of movement inside the place of production or supplier-provided facilities.

Situations of forced labour - using coercion or fraud to hire and retain workers - or any involvement in acts of trafficking in humans can have serious consequences for a supplier. These are Zero Tolerance issues for GANNI.

If any involuntary labour is suspected, further investigation and immediate remedy must be conducted by a third party chosen by GANNI. This may include visiting with affected workers, factory management and any involved subcontracting parties, community; and ensuring that workers currently in forced or indentured conditions are taken care of.

Once a full investigation has been conducted and the forced labour concern confirmed, Supplier must cooperate with local initiatives and authorities to ensure the worker is offered safe surroundings and provided with financial assistance and other support. The supplier must implement a remediation program as directed by GANNI. The supplier shall be responsible for the costs of victim reparations, audits and administrative costs for case management and monitoring.

The supplier in question must rectify the situation in a timely manner. Non-improvement of conditions can be grounds for discontinuation of our collaboration and termination of any contracts with the supplier.