

# FORCED LABOUR POLICY

## INTRODUCTION & PURPOSE

Ever New strictly prohibits forced labour and any form of slavery, trafficked or bonded labour in the manufacture or supply of goods or services to Ever New. We expect our suppliers to share this commitment with us.

This Policy, in conjunction with our Supplier Code of Conduct, is intended to ensure all organisations involved in the manufacture or supply of goods and services to Ever New (collectively called Suppliers), understand their responsibilities in preventing forced labour and where suspected or identified, the remediation processes they must undertake.

Suppliers are responsible for the implementation of this policy, for communicating this policy to their sub-suppliers and to monitor their own supply chains.

Suppliers must contact Ever New immediately if they have any concerns regarding potential forced labour or this policy.

## DEFINITIONS

Forced Labour: Ever New has adopted the following definition used by the International Labour Organisation (ILO): 'all work or service which is exacted from any person under the menace of any penalty and for which the said person has not offered himself voluntarily' (ILO Forced Labour Convention 1930 No. 29, Art 2).

The following examples are strong indicators of forced labour:

- Abuse of Workers Vulnerability
- Isolation
- Retention of identity documents

- Excessive Overtime
- Deception
- Physical or sexual violence
- Withholding of wages
- Abusive living and working conditions
- Restrictions of Movement
- Intimidation and threats
- Debt bondage

Workers: includes prospective workers (ie., during the recruitment stage); and workers whether engaged as employees, on seasonal and temporary contracts; migrant workers; sub-contracted workers; and home workers.

## SUPPLIERS' RESPONSIBILITY TO PREVENT FORCED LABOUR

Suppliers are responsible for identifying, preventing and remediating any instances of forced labour.

In addition to this policy, Suppliers must also comply with all applicable laws relating to the prohibition of forced labour as well as laws on the employment of migrant workers.

Suppliers are required to implement robust and effective systems and policies to identify and prevent forced labour in their own operations including those of their subcontractors and sub-suppliers and ensure the protection of the most vulnerable workers.

Suppliers must comply with the following requirements:

### Freedom of Employment

- a) Ensure workers have freedom of movement: specifically, the right to enter into and end employment freely without fear of threat, coercion or deception to the worker or their family
- b) Inform workers of their rights before starting employment in a language understood by the employee

- c) Provide written employment contracts in a language understood by the employee which are signed and a copy given to the employee
- d) Use employment contracts that include key details, including but not limited to wages and benefits; employee status; contract duration; living conditions; and location
- e) Provide translation services if needed
- f) Not to engage in any of the following practices in relation to workers:
  - Threats of physical or mental coercion
  - Require deposits, recruitment fees or impose financial penalties
  - Deny or restrict access to, and renewal of, identity papers or work permits
  - Provide accommodation at the workplace with restrictions on movement

**Responsible Recruitment & bonded labour**

- a) Introduce recruitment policies and practices to prevent the recruitment of forced labour
- b) Abide by the 'Employer Pays Principle' and ensure workers are not charged any fees; recruitment costs; or other costs such as training or equipment
- c) Not bind workers to employment as a condition of fulfilling terms of a debt to a third party or an employer including via loans or wage deductions
- d) Only work with legally registered recruitment agencies or labour recruiters who adhere to this policy and operate in line with the ethical recruitment principles of the IOM (International Organisation of Migration) IRIS Standard (International Recruitment Integrity System)
- e) Ensure 'right to work' checks are conducted at recruitment stage
- f) All employers and recruitment agents must comply with:
  - IRIS Standard
  - Dhaka Principles for Migration with Dignity
  - ILO General Principles and Operational Guidelines for Fair Recruitment and Definition of Recruitment Fees and Related Costs

**Freedom of Movement**

- a) Workers must have free egress from workplaces at all times
- b) Workers accommodation is not tied to their employer or recruitment agent
- c) No contract terms will confine or restrict employees' freedom of movement

**Personal Identity Documentation**

- a) Ensure workers retain or control their identity documents (passports, travel and identity documents and work permits, etc)
- b) Ensure employers only retain copies of workers' identity documents unless requested otherwise by the worker and if this is the case, the worker's permission must be given in writing; workers' access to original documents must never be withheld by the employer
- c) Provide freely accessible and secure storage to the worker for safekeeping of identity documents, if requested by the worker

**Forced overtime**

- a) Forced overtime is not permitted: any overtime work must be voluntary and without coercion, fear or retribution
- b) Any overtime cannot result in workers inability to leave the work premises freely

## FORCED LABOUR REMEDIATION

If a case of forced labour is reported within Ever New's supply chain, a full investigation will take place:

- a) to identify the immediate forced labour concern and determine remediation; and
- b) to conduct a root cause analysis to prevent a recurrence.

In all cases of forced labour, Ever New will ensure the worker's wellbeing is prioritised, ensuring no further harm occurs and their protection is safeguarded. Depending on the nature of the case, Ever New may in its discretion, undertake any of the following steps:

- a) Report case to law enforcement agencies or relevant authorities
- b) Remove workers from the supplier
- c) Arrange for repayment of any money owed to worker (eg recruitment fees, back pay)
- d) Assist workers' claims for compensation for pain and suffering
- e) Arrange for medical attention and psychological support/counselling
- f) Provide financial support (eg repatriation costs)
- g) Provide non-financial support (eg safe transition housing)
- h) Support worker to find alternative employment or to reverse any decision to unfairly dismiss a worker

Costs of victim reparations, audits and capacity building engagements will be the Supplier's responsibility, unless otherwise agreed by Ever New.

If you have any concerns or questions regarding this policy, please contact the Ever New CSR Committee or the relevant country office:

Ever New CSR Committee:  
[csr@forevernew.com.au](mailto:csr@forevernew.com.au)  
 Tel: Kate: +61 409 585 285

Ever New CSR China representative:  
[ella.tu@forevernew.com.cn](mailto:ella.tu@forevernew.com.cn)  
 Tel: Harish: +86 189 5802 0391

Name of factory:

Name and Position:

Date (DD/MM/YYYY):

Official company stamp:

A root causes analysis of any instances of forced labour is required. This may involve:

- a) A review of forced labour indicators influencing conditions for forced labour to occur in the Supplier's operations
- b) A review of the Supplier's recruitment practices to identify any deceptive recruitment practices
- c) A review of the Supplier's recruitment agencies
- d) A review of the Supplier's processes to identify and evaluate forced labour risks
- e) Development of a corrective action plan for the Supplier to implement
- f) Implement an effective grievance mechanism for workers to raise complaints
- g) Training of the Supplier's factory management, workforce and recruitment agents on forced labour risks and indicators
- h) Termination of relationship between Supplier and recruitment agent/third party entity.

Suppliers found to have forced labour in their direct or indirect supply chain will be closely monitored for their compliance with this policy and must demonstrate full commitment to, and co-operation with agreed remediation plans.

Repeated or serious breaches of this policy may result in the termination of all supply arrangements with Ever New.