

CHILD LABOUR AND FORCED LABOUR POLICY

POLICY AIM

The purpose of this policy is to ensure the standards and expectations we require of our suppliers are met including their compliance with our 14 Rules to Trade and to define our responses and actions resulting from any identified instances of child or forced labour within our supply chain.

APPLICABLE REGIONS/BRANDS

This policy applies to the entire Cotton On Group including all of our external suppliers and partners.

POLICY

Our Ethical Framework sets out our commitment to preventing child and forced labour within our supply chain, specifically:

1. We have a duty to pursue real solutions that protect human rights across our supply chain.
2. We will operate within the letter and the spirit of the global laws, regulations, codes and frameworks that bind us.
3. We will actively promote fairness, inclusivity, parity and equality across our business and the communities we operate in.
4. We have a responsibility to participate in stopping the exploitation, sexualisation, and objectification of women and girls in all aspects of the business.

Our 14 Rules to Trade clearly set out our expectations for those who wish to do business with us:

We may at any time inspect any premises of our suppliers and/or factories to ensure compliance with our 14 Rules to Trade.

If an inspection of any premises uncovers that the operator of the premises is:

- i. employing child labour; or
- ii. utilising forced or slave labour; or
- iii. engaging in bribery or corruption

We may terminate the appointment of the supplier to the Cotton On Group.

PROCEDURE

We have a dedicated process to protect our workers and investigate claims of forced or child labour.

1. Reports of forced or child labour must be communicated to us immediately.
 - a. The auditor or person reporting the event must submit a written account of the issue.
 - b. We will investigate all claims received.
2. We will speak with the supplier concerned and highlight the issue reported.

ADDITIONAL PROCEDURES FOR IDENTIFIED FORCED LABOUR

1. The worker involved will be removed from factory or location.
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2. We will speak with a different tier 1 (or 2) supplier in the same location about employing the worker.
3. We will ensure the worker does not lose money/wages in the transition.
4. We will introduce the worker to the factory.
5. The worker goes through an interview – we will not force the worker to take the employment offered.
6. If the worker is happy, they begin employment.

ADDITIONAL PROCEDURES FOR IDENTIFIED CHILD LABOUR

We will take the following additional steps where child labour has been identified within our supply chain:

1. Immediate removal of child.
2. Child is appointed a chaperone (same sex).
3. Child is taken home immediately.
4. Child is taken for a full medical - paid for by the factory.
5. Child is enrolled in local school - all school fees paid by the factory (to legal working age).
6. Family of the child receives payment by the factory while they attend school (to legal working age).

REPORTING

Once the welfare of the child or worker is assured, we will engage with the supplier and/or factory to discuss the issue.

In addition, we will identify and engage with reputable civil society organisation to assist with the placement of the affected worker as required.

All instances of child labour and forced labour must be reported to the Cotton On Group executive team and appropriate stakeholders.

CONFIDENTIAL REPORTING SERVICE

We encourage our workers within our supply chain to report any confidential or delicate matters to our Confidential Reporting Service. All information received by the Confidential Reporting Service is taken seriously and dealt with in the strictest confidence. We investigate all claims received and will compel suppliers to cooperate with the investigation process.

This document is considered a broad, overarching policy that incorporates or overlaps our other policies, guidelines and SOPs.

The document operates in conjunction with the legal and regulatory requirements of the state, Province, Country and Region in which we operate. At all times, we expect compliance with this document, and we may reasonably withdraw, update or replace it from time to time. However, this document does not form part of your employment agreement and is not intended to be contractually binding.
