



MIGRANT WORKER POLICY

(as of April 28, 2023)

At Capri Holdings Limited (together with its consolidated subsidiaries, “Capri”, the “Company”, “we” or “our”), we are committed to principles of ethical business practice and recognition of the dignity of others, including responsible labor practices throughout our value chain. We support all internationally recognized human rights, including those contained in the United Nations Universal Declaration of Human rights. We recognize that migrant workers within the global fashion supply chain can be particularly vulnerable to unfair working conditions, exploitation and forced labor. This Migrant Worker Policy (“Policy”) supplements the Company’s Code of Conduct for Business Partners (“Supplier Code”) and conveys the Company’s expectations around heightened and additional risks faced by migrant workers in the global fashion supply chain. This Policy was developed with reference to and aligns with the Fundamental Conventions of the International Labor Organization (“ILO”) and the Dhaka Principles on Migration with Dignity (the “Principles”).

The term “migrant worker”, as used in this Policy, refers to any person who is recruited and migrates from either the country they inhabit to another country (foreign migrant), or from one location to another location within the same country (internal migrant), in either case specifically for employment. This Policy applies equally to both foreign and internal migrant workers. All direct suppliers of any product (or component thereof) for any Capri brand (“Suppliers”) must comply with this Policy. The requirements set out in this Policy are intended to enhance our Suppliers’ respect for the fundamental human rights of migrant workers involved in manufacturing or sourcing activities being conducted on behalf of any of our brands, during their recruitment, hiring, migration, employment and termination. Our Suppliers are responsible for communicating this Policy to their own suppliers and subcontractors and for ensuring their supply chain partners comply with the requirements set forth herein, and should reference the [Guide to Implementing the Dhaka Principles](#) for specific guidance on implementing necessary policies and processes for the ethical recruitment of migrant workers. Nothing in this Policy shall affect a Supplier’s obligations under local law or regulation (including applicable legal requirements within a migrant worker’s home and host countries/locations); if local legal requirements conflict with any of the standards set out in this Policy, Suppliers must comply with the stricter standard. Evidence of compliance with this Policy, including proof of reimbursement of recruitment fees to migrant workers and proof of engagement of legal recruitment agents, may be requested from Suppliers by the Company at any time, and Suppliers must promptly cooperate with, and respond to, all such requests.

1. **ETHICAL RECRUITMENT.** Workers have the right to a clear and accurate understanding of the workplace, the employment position and the terms and conditions of work before accepting the position. The recruitment of migrant workers should take place in a way that respects, protects and fulfills internationally recognized human rights and applicable laws in respect of employment and occupation. Suppliers' processes for recruiting and hiring migrant workers shall fully cover any items that the workers may need to migrate and work legally.

Suppliers should use best efforts to minimize the use of recruitment, employment or labor agents or brokers (collectively, "labor recruiters") and instead recruit migrant workers directly wherever possible. Where possible, Suppliers should develop their own referral mechanisms for new recruitment that include clear guidance to existing workers in an effort to increase transparency and reduce risk for new migrant workers. If labor recruiters are engaged, Suppliers shall ensure that all labor recruiters are legally licensed and recruit workers ethically as laid out in this Policy. Suppliers shall further ensure that all labor recruiters comply with the Supplier Code, applicable law and the ILO Core Labor Standards, including the elimination of forced labor, and Suppliers shall work with government registered labor recruiters where possible. Before accepting the services of a labor recruiter, Suppliers should conduct all necessary due diligence, including background checks, to ensure the labor recruiter will perform in a legal and ethical manner and will meet all requirements set out in this Policy. Suppliers should have legally binding service agreements with labor recruiters that comply with applicable law and that contain a commitment to comply with the Supplier Code and all key components of this Policy. Suppliers should conduct regular monitoring, which may include conducting onboarding interviews with migrant worker, conducting audits and/or consulting grievance mechanisms, to ensure all engaged labor recruiters comply with the terms of their service agreements and this Policy.

2. **EQUAL TREATMENT AND PROTECTION OF THE LAW.** All migrant workers should have the same rights and terms and conditions of employment as national or local workers performing similar services. Further, Suppliers shall ensure all migrant workers enjoy the protection of employment law and have legally recognized employment relationships with an identifiable and legitimate employer in the jurisdiction where work is being performed. Suppliers must not practice, nor do business with supply chain partners including agents and subcontractors that practice, any form of discrimination on the basis of personal characteristics or beliefs, as required by the Supplier Code.
3. **NO FEES CHARGED.** The Company expects Suppliers to ensure no worker pays for a job and that costs of recruitment and placement, including all recruitment fees and related costs as defined by the ILO General Principles and Operational Guidelines for Fair Recruitment, are borne not by the worker but by the Supplier. Suppliers must ensure that no fees or costs have been charged, directly or indirectly, in whole or in part, to jobseekers or workers for their services that are directly related to recruitment for temporary or permanent job placement, whether using the services of a labor recruiter or performing recruitment activities directly. Workers must not be required to pay Suppliers' or their labor recruiters' recruitment fees or other similar fees (such as host country fees like levies, fees for work permits, or fees for renewing work documents, or home country fees like visa fees, medical checks, or any other costs that are not the legal responsibility of the worker) to obtain employment. Suppliers should pay all fees owed to labor recruiters directly to ensure these costs are not passed on to any migrant worker. Suppliers should consult with migrant workers prior to and upon arrival at the Supplier's facilities to understand whether the migrant worker has paid any fees for recruitment or employment. If such fees are found to have been paid by a worker, the Supplier must promptly repay such fees to the worker. We expect our Suppliers to provide a list of labor recruiters used and the fees paid to each upon the Company's request.

4. **CLEAR AND TRANSPARENT CONTRACTS.** Each worker must receive a written contract in a language they understand stating in a truthful, clear manner their rights and responsibilities in connection with their employment and shall provide their assent to the contract without coercion. Contracts should be provided to each migrant worker prior to their departure from their home country/location with sufficient time to allow for proper review prior to departure. On arrival, contract terms and conditions should be checked for consistency with the contract agreed at the time of recruitment. Contracts should not be altered or amended without the migrant worker's consent and only after adequate explanation and consultation with a worker representative (if applicable).
5. **INCLUSIVE POLICIES AND PROCEDURES.** The Company expects Suppliers to implement functional oversight mechanisms and create well-defined policies and/or procedures that outline specific protections for migrant workers that address the unique challenges migrant workers may face. Each migrant worker should receive relevant operational policies in a language they understand and should, upon arrival, receive adequate orientation and training in a language they understand that covers, at minimum, employment conditions and other rights afforded to them during employment. Suppliers should maintain comprehensive and adequate records of the entire employment lifecycle of each migrant worker and retain those records for at least one (1) year after the worker returns to their home country/location.
6. **FREEDOM OF MOVEMENT; NO RETENTION OF PERSONAL DOCUMENTS.** Workers should have the right to move freely and without unreasonable restrictions at the workplace and at Supplier-provided accommodations unless such restrictions are necessitated by legitimate security concerns or required by law. Neither Suppliers nor labor recruiters may retain any documents, including original identification cards, original passports or other original travel documents, or demand monetary deposits or other collateral, including personal belongings, ATM or credit cards, banking books or residency papers (collectively, "personal documents"), from workers as a condition of employment. Migrant workers must be permitted to retain custody of their personal documents except where needed by Suppliers or labor recruiters in order to comply with legal requirements; all personal documents must be promptly returned by Suppliers and labor recruiters when such a need ceases. Each Supplier should consult with migrant workers prior to and upon arrival at the Supplier's facilities to understand whether any personal documents were retained during migration, and the Supplier shall take immediate action to ensure the return of all personal documents in compliance with this section. Migrant workers should have unimpeded access to individual, safe and lockable storage for personal documents and other valuable belongings.
7. **REGULAR, TIMELY AND DIRECTLY PAID WAGES.** Migrant workers should be paid what they are due on time, regularly and directly (i.e., not through a labor recruiter). Suppliers must comply with all laws regulating local wages and benefits and related terms within the Supplier Code. Migrant workers shall be afforded the same wages and benefits as local workers for similar work. Final wages and any redundancy or equivalent payment, if applicable, should be paid by Suppliers in full at the end of a migrant worker's contract before the worker leaves the host country/location. Migrant workers should be granted appropriate paid leave where needed to process recruitment-related documents such as passport renewals and visa extensions.
8. **RIGHT TO REPRESENTATION.** Migrant workers should have the same rights as other workers to join (or not join), participate in, form and collectively bargain in organizations as permitted by host country law and as provided in the Supplier Code. In situations where migrant workers are not permitted to be represented by legally recognized trade unions, Suppliers, to the extent possible and as applicable, are expected to respect the self-organization of migrant workers and engage with their representatives.
9. **SAFE AND DECENT WORKING AND LIVING CONDITIONS.** Migrant workers should enjoy safe and decent working conditions, free from harassment, any form of intimidation or inhuman treatment, in

accordance with the Supplier Code. Suppliers should provide adequate health and safety workplace training to migrant workers in relevant languages. Migrant workers should also enjoy safe and hygienic living conditions that afford them dignity, and safe transport between the workplace and their living accommodations. Migrant workers should not be denied freedom of movement or confined to their living quarters and should be able to choose whether to live in Supplier-provided housing (which must be separate from any manufacturing facilities or production floors, and safe and fit for purpose) or to make their own living arrangements. All Supplier-provided living accommodations should be safe, clean and hygienic, with potable and running water and adequate sanitary facilities, and in buildings meeting all local building regulations and legal requirements.

10. **ACCESS TO REMEDY.** Migrant workers should have access to judicial remedy and to credible grievance mechanisms during recruitment, employment and migration, without fear of recrimination or dismissal. We expect Suppliers to provide effective grievance mechanisms as required by the Supplier Code. Migrant workers should not be denied access to consular services.
11. **FREEDOM TO CHANGE EMPLOYMENT; END OF EMPLOYMENT.** Migrant workers' right to change employment should be respected and safe, with timely return being guaranteed. Migrant workers should be free to terminate their contract and return home without incurring unreasonable costs or other penalties. Contracts should allow workers to terminate their employment without penalty provided they resign with reasonable notice according to local law. Workers terminating without notice may be required to pay a penalty if provided for under local law. Workers who terminate a contract under special conditions including pregnancy, serious medical conditions, and death or serious illness of a family member, shall not be required to pay a penalty. Supplier permission should not be required for migrant workers to seek or change employment in their host country on completion of their first contract or after two years, whichever is less. In addition to any legal requirements of the host and/or home country/location regarding repatriation of migrant workers, at the completion of the employment relationship or upon earlier termination of employment, Suppliers should provide migrant workers with reasonable assistance in returning to their home country/location. Migrant workers must be paid all outstanding wages for time already worked in all cases of termination or expiration of their contract.