



NORDSTROM

PARTNER CODE OF CONDUCT

A Message from Erik & Pete Nordstrom

Since Nordstrom first opened its doors in 1901, we've been committed to operating with integrity. Today, that means conducting business in a legal, ethical and socially responsible way and taking accountability for the individual and collective impact of our operations.

In order for us to do this, we seek partners that share these commitments, and build relationships based on trust, transparency and mutual accountability. Our Partner Code of Conduct supports these efforts by outlining the standards and expectations we hold for our suppliers and serves as the foundation of our responsible business efforts.

We're grateful for your efforts to adhere to these expectations, and we know that when we work together to uphold them, we create shared value for our businesses and for our stakeholders.

We appreciate your continued work to responsibly deliver products to Nordstrom and our customers, and we thank you for your partnership.

Erik & Pete Nordstrom



Erik Nordstrom
CEO



Pete Nordstrom
President & Chief Brand Officer

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Compliance

PARTNER CODE OF CONDUCT

Nordstrom's Partner Code of Conduct contains the minimum standards that must be met by all suppliers, including agents, vendors, service providers, manufacturers, factories, warehouses, and subcontractors, who do business with Nordstrom, Inc. (or its subsidiaries) and are covered by Nordstrom's social responsibility program ("Supplier" or "Suppliers"): Recognizing that Nordstrom Suppliers are global, this Partner Code of Conduct is based on internationally recognized standards and guidance, including the International Labour Organization's Core Conventions.

Suppliers covered by this Partner Code of Conduct must comply with its standards in their operations and throughout their supply chain. This means a Supplier is responsible for ensuring all of its suppliers or other entities that are part of its supply chain also comply with these standards. Suppliers must ensure they have effective policies, procedures, trainings, and record-keeping practices in place to ensure their compliance and the compliance of their supply chains.

Supplier contracts or applicable legal requirements may contain more specific provisions addressing some of the same issues detailed in this Partner Code of Conduct or other Nordstrom policies. If there is any conflict between this Partner Code of Conduct or other Nordstrom policy, a provision of a particular Supplier contract, or applicable law, the highest standard shall apply.

Nordstrom will review and may terminate its relationship with any Supplier that it has reason to believe is not in compliance with the Partner Code of Conduct or contractual requirements.

LEGAL REQUIREMENTS

Suppliers must comply with all applicable laws and regulations of the United States, and the countries in which the Supplier does business, including the country of manufacture or exportation.

NORDSTROM POLICIES

Suppliers must comply with all other Nordstrom policies that govern the relationship between Nordstrom and its Suppliers. This includes the Nordstrom Human Rights Commitment and other policies referenced in this Partner Code of Conduct.

Ethical Business

ANTI-CORRUPTION

Suppliers must comply with all applicable laws relating to bribery, money laundering, terrorist financing, and/or corruption. This includes the U.S. Foreign Corrupt Practices Act (FCPA). Even if making a bribe seems to be an accepted local practice in a country, it is against the law and Suppliers are prohibited from engaging in this practice.

Never Engage in Bribery

Laws in some countries make a distinction between bribing a non-governmental official and bribing a government official; however, Nordstrom prohibits all forms of bribery, regardless of the parties involved.

Suppliers must not directly or indirectly offer, promise, authorize or pay bribes to another company or its representatives to obtain or retain business or secure an improper advantage.

Suppliers must not directly or indirectly offer or give money or anything of value to any government official for the purposes of obtaining or retaining business or to secure an improper advantage.

“Government officials” include foreign and domestic government officials, political parties or their officials, candidates for political office, or organizations and their employees if the organization is owned in whole or in part by a government.

Facilitation Payments

Suppliers must not provide “facilitation” or “grease” payments. Facilitation payments are defined as payments made for convenience or to facilitate or expedite a routine government action, such as clearing customs or processing a governmental permit or license. Payments for government services where a government-issued receipt is provided are generally not facilitation or grease payments and are generally permitted.

Payment Transparency

Suppliers must keep an accurate, written accounting of all payments relating to their engagement with Nordstrom.

If requested, Suppliers must provide Nordstrom with a copy of this accounting or assist Nordstrom with any activities required by any government or agency.

GLOBAL TRADE

Suppliers must comply with all applicable global trade laws and regulations, including U.S. Customs import laws. Additionally, Suppliers must:

- Establish programs and maintain documentation to support country-of-origin production verification at all stages of production from raw materials to final production, and preferential trade claims.
- Comply with international supply-chain security requirements and criteria under the U.S. Customs Trade Partnership Against Terrorism (CTPAT), or Mutual Recognition Arrangements for comparable international supply chain security programs.

CONFLICTS OF INTEREST

Suppliers must not take any action or enter into any transactions with Nordstrom employees that could create or give the appearance of a conflict of interest. To comply with our Conflicts of Interest Policy, Suppliers must:

- Disclose to Nordstrom if it has a family or other close personal relationship with any Nordstrom employee or employee of a Nordstrom's Agent.
- Disclose to Nordstrom if it has a financial interest in a Nordstrom Agent.
- Not give Nordstrom employees or employees of a Nordstrom Agent gifts unless they are of nominal value, which is considered \$100 or less in a calendar year.
- Not give gifts of cash or cash equivalents (such as gift cards) to Nordstrom employees or employees of a Nordstrom Agent.

PROTECT NORDSTROM INFORMATION

Suppliers may be given access to confidential Nordstrom information as part of their engagement with Nordstrom. All information about Nordstrom that is not public should be considered confidential information.

- Suppliers must have appropriate security controls in place to adequately protect Nordstrom's confidential information and must not disclose it without Nordstrom's prior written consent. This includes Nordstrom's trademarks, logos and proprietary work, which may only be used to fulfill contracted services.
- Suppliers must not share with anyone at Nordstrom the confidential information of any other company if the Supplier is under a contractual or legal obligation not to share that information.

INTELLECTUAL PROPERTY (Nordstrom Made Suppliers ONLY)

Nordstrom Made Suppliers must not resell, donate, or destroy Nordstrom Made products without brand approval.

NO CONFLICT MINERALS

Suppliers must comply with applicable laws and regulations relating to responsible sourcing, including the sourcing of tin, tantalum, tungsten or gold ("Conflict Minerals") and diamonds. We require suppliers that source conflict minerals to:

- Establish their own policies, due diligence frameworks and management systems for the traceability of conflict minerals consistent with the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct. Source Conflict Minerals from smelters and refiners validated as "Conformant" to the Responsible Minerals Initiative (RMI) list or other mutually recognized standards.
- Respond to inquiries for due diligence information, and promptly implement corrective action identified and requested by Nordstrom.
- Suppliers must also satisfy any reporting requirements they have under U.S. law related to the use of these minerals in their products.

Please refer to our [Conflict Mineral Policy](#) for more details.

LABOR STANDARDS

NO CHILD LABOR AND PROTECTIONS FOR YOUNG WORKERS

Suppliers must have established procedures for age verification as part of their hiring process. Additionally, Suppliers must not:

- Employ anyone under the age of 15, under the minimum age as established by applicable local law, or under the age of completing compulsory education, whichever is older.
- Expose anyone under the age of 18 to any work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety, or morals of the young worker.

NO FORCED LABOR

Suppliers must ensure that all workers work on a voluntary basis and are free from exploitation. Suppliers must not:

- Use involuntary labor of any kind, including prison labor; indentured labor; bonded labor; state-sponsored forced labor; labor obtained through human trafficking, coercion or slavery; labor defined as forced labor under any United States law; or labor defined as forced by the ILO forced labor indicators and accompanying guidance.
- Require workers to pay any fees or other payments to the Supplier or a third-party for the purpose of being hired or as a condition of employment or deduct or withhold such fees from wages or otherwise pass such fees on to workers.
- Withhold personal identification documents, financial guarantees or other valuable items as means to bind workers to employment.

Practices that restrict workers' freedom of movement or ability to voluntarily terminate employment are prohibited.

Refer to [Nordstrom's Forced Labor Policy](#) for more information.

NO DISCRIMINATION

Suppliers must not discriminate in any employment practices, including recruiting, hiring, compensation, discipline, termination, retirement, or promotion, on the basis of sex, race, color, national origin, social or ethnic origin, caste, union membership, religion, age, marital or partnership status, pregnancy, parental status, physical, mental, or sensory disability, political opinion, personal characteristics or beliefs, sexual orientation, gender identity or expression, or any other basis protected by local law.

NO HARASSMENT & ABUSE

Suppliers must treat workers with dignity and respect. Suppliers must not subject workers to corporal punishment, coercion, threats, physical, sexual, psychological, or verbal harassment, violence, or abuse. Suppliers must not use monetary fines as a disciplinary practice. Suppliers must maintain written disciplinary policies and procedures and records of disciplinary actions. Furthermore, people of all genders must be free to voice concerns to Suppliers, Nordstrom or Nordstrom-appointed staff without fear of retaliation by the Supplier.

FAIR WAGES & BENEFITS

Suppliers must pay all wages, overtime, and legally mandated benefits regularly, on time, with documentation and in accordance with applicable laws. Suppliers must pay at least the minimum wage, the industry wage, or the wage negotiated in a collective agreement, whichever is higher. Suppliers must not deduct wages that are not provided for by applicable local law. Suppliers are encouraged to pay employees of all genders a wage that not only meets basic needs but also provides discretionary income.

REASONABLE HOURS & OVERTIME

A regular work week shall not exceed 48 hours. Work over 48 hours is considered overtime. Overtime work should be voluntary and compensated at the premium rate required by local law. If local law does not mandate premium rates for overtime, Suppliers must pay no less than 125 percent of standard wages.

Suppliers should not require overtime regularly, outside of events or exceptional circumstances out of the Supplier's control. Total working hours should not exceed the applicable legal limit or 60 hours per week, whichever is less. Suppliers must ensure their workers are not penalized, punished, or dismissed for refusing to work more than the regular work limits.

Workers should be allowed one day (24 hours) off in seven. Suppliers must keep accurate time records.

ENSURE HEALTH & SAFETY

Suppliers must provide safe, hygienic and healthy working conditions that comply with local laws, including health and safety standards related to building structures and facilities, electrical safety, fire safety, chemical safety, sanitation, emergency preparedness, first aid, personal protective equipment and other safety policies. Suppliers must not expose anyone to hazardous, unsafe or unhealthy situations and must prevent and provide protection from accidents, injuries, and exposure to hazardous conditions and materials.

FREEDOM OF ASSOCIATION

Suppliers must respect all workers' rights to freedom of association and collective bargaining. Suppliers must respect the right of workers to organize and engage in union activities, which includes not interfering with or restraining the exercise of their rights. Suppliers must not respond to organizing or union activities by threatening, interrogating or spying on workers or retaliating against them for exercising their rights. Any action taken to intimidate, coerce, or retaliate against workers for participation in a union or other representative organization is prohibited. Where the right to freedom of association or collective bargaining is restricted under local law, Suppliers must allow workers to engage in activities that provide similar means for independent and free association and bargaining.

ENVIRONMENTAL MANAGEMENT & ANIMAL WELFARE

ENVIRONMENTAL MANAGEMENT

Suppliers must comply with all applicable environmental laws and regulations in the country where they do business, including all applicable regulations for storage, transportation, and disposal of products.

- Suppliers should seek next best use alternatives to avoid the destruction of unsold goods or deadstock. Waste-to-energy programs are not an alternative, with the exception of products that pose a health or safety risk.
- Suppliers must have policies and procedures in place to manage, track, record and minimize environmental impacts to energy, air, emissions, waste, and water, and to safely store, prevent or mitigate releases of chemicals and hazardous materials.
- Suppliers must have an emergency plan that includes procedures for notifying authorities as required in case of accidental discharge or any other environmental emergency.

CHEMICAL MANAGEMENT

Suppliers must maintain a current Chemical Inventory that lists all chemicals used in the facility and the chemical supplier's name. They must:

- Ensure that chemical and hazardous substance storage areas are maintained in an organized and safe manner, with clear and proper labeling of chemical containers.
- Segregate hazardous from non-hazardous materials and dispose of both materials safely and legally.

PROTECT ANIMAL WELFARE

We expect our suppliers to adhere to codes of practice that meet or exceed expectations that animals are treated ethically and responsibly, based on the internationally accepted "[Five Freedoms](#)" for animal welfare. Nordstrom does not sell products made with genuine animal fur or exotic animal skins.

See our [Exotic Animal Skin and Fur Free Policy](#) for more information.

SUPPORTING COMPLIANCE

CHANGE OF CONTROL AND SUBCONTRACTING (Nordstrom Made Suppliers ONLY)

Nordstrom Made Suppliers must notify Nordstrom in writing if ownership, location, sale, purchase, or control of any facility that houses Nordstrom production changes. Any of the above changes requires the facility information to be updated and the facility to be audited before starting production. In addition, Nordstrom Made Suppliers must not subcontract any portion of the manufacturing process without the written approval of Nordstrom prior to starting production.

INSPECTION

Suppliers understand that Nordstrom reserves the right to audit or inspect Suppliers' factories, mills, warehouses, or other subcontractors to ensure compliance with this Partner Code of Conduct. Suppliers must be transparent, maintain accurate documentation on file and allow Nordstrom representatives and designated third-party monitors to engage in announced and unannounced monitoring activities, including confidential worker interviews to be conducted with all genders.

GRIEVANCE MECHANISM

Suppliers must provide a method for workers to raise concerns to Supplier management without fear of retaliation. Suppliers are encouraged to ensure such concerns can be raised anonymously and/or confidentially if the worker so chooses. Suppliers must ensure that the grievance mechanism is accessible to all workers and must track and record employees' submissions and their resolution.

REPORTING VIOLATIONS

Suppliers must immediately report to Nordstrom any violations of the Partner Code of Conduct. Suppliers who believe that a Nordstrom employee, or anyone working on Nordstrom's behalf, has engaged in illegal or otherwise improper conduct must also immediately report the matter to Nordstrom. Concerns should be reported by visiting or npg.ethicspoint.com or by calling toll-free 1.844.852.4175.