

FORCED LABOR POLICY

PURPOSE

Nordstrom's commitment to respect human rights across our operations and our supply chain is at the center of who we are as a company and is part of how we serve each other every day. As part of this commitment to respect human rights, Nordstrom prohibits the use of forced labor in its supply chain and works with its suppliers to prevent forced labor in their operations. This policy supports our Partner Code of Conduct by setting out the standards that must be met by suppliers who do business with Nordstrom, Inc. (or its subsidiaries) and are covered by Nordstrom's social responsibility program ("Supplier" or "Suppliers") to prevent the use of forced labor in their operations. Nordstrom takes proactive steps to mitigate forced labor in its supply chain and it expects Suppliers and their partners to do the same. Suppliers must comply with the standards set out in this policy throughout their operations and their entire supply chain. This means Suppliers are responsible for ensuring the agents, vendors, service providers, manufacturers, factories, warehouses, and subcontractors with whom the Supplier works or who are part of the Supplier's supply chain comply with this policy. Suppliers must ensure they have adequate and effective policies, procedures, training, and record-keeping practices in place to ensure their compliance and the compliance of their supply chain.

DEFINING FORCED LABOR

Forced labor can be identified by the International Labor Organization's (ILO) Forced Labor Indicators, which are included below. Suppliers are expected to reference the ILO Guidelines to Estimate Forced Labor of Adults and Children to understand how these indicators are used to identify forced labor. Suppliers must also have processes in place to identify indicators of forced labor in their operations and in the operations of the entities in their supply chain.

Nordstrom considers any work for which a person has not offered themselves voluntarily ("involuntary labor") and which is performed under the menace of any penalty (concept of "coercion") applied by an employer or a third party to the worker to be forced labor. Coercion may take place during the worker's recruitment process to force them to accept the job or, once the person is working, to force them to do tasks which were not part of what was agreed at the time of recruitment or to prevent them from leaving the job.

FORCED LABOR INDICATORS

- Abuse of vulnerability
- Deception
- Retention of identity documents
- Withholding of wages
- Abusive working and living conditions
- Debt bondage
- Restriction of movement
- Isolation
- Excessive overtime
- Intimidation and Threats
- Physical and sexual violence

PREVENTION PRINCIPLES AND RESPONSIBLE RECRUITMENT

We recognize that some recruitment practices may enable forced labor. To support industry efforts to promote responsible recruitment across global supply chains, Nordstrom has signed the Commitment to Responsible Recruitment, an industry initiative that aims to address forced labor risks in recruitment practices throughout global supply chains. The Prevention Principles outlined below are consistent with the Commitment's efforts to safeguard the rights of workers, particularly migrant and contract workers. Suppliers must adhere to the following employment practices.

Fees and Expenses

- Suppliers must not charge workers any recruitment fees or other related costs to secure their employment. If workers have paid such fees, Suppliers must reimburse workers for the fees. Suppliers must not charge workers for or have wages deducted for living expenses, such as food, housing, transportation, or equipment unless such fees are explicitly included in their employment contract. Recruitment fees and related costs are defined by the *ILO's Definition of Recruitment Fees and related Costs*.

Freedom of Movement

- Suppliers must let workers enter and leave work facilities at will, move freely within their workspace, and not physically confine them.
- Suppliers must give workers access to clean drinking water and toilet facilities.
- Suppliers must not require workers to live in employer-provided or arranged residences. If voluntary employer-provided housing is available for workers, workers may not be subject to curfews.
- Suppliers must allow workers, including migrant workers, to return to their homes (including home countries) during annual or personal leave without paying any form of deposit or being threatened with penalties or termination.
- Suppliers must not prevent or discourage workers from contacting their country's Embassy or Consulate.

Employment Contracts

- Suppliers must give workers an employment contract that states all terms and conditions of the worker's employment, including wages, benefits, scope of work, working hours, location of work, living conditions and associated costs, and work-related hazards.
- Workers must voluntarily agree to their employment contract prior to starting employment. Once agreed to, the terms or conditions of a worker's employment may not be unilaterally changed to provide less favorable employment terms than what was agreed upon.
- Suppliers must provide migrant workers with their employment contracts prior to the worker's departure from their country of origin.
- Suppliers must provide workers' employment contract in a language the worker understands. If a worker cannot read, Suppliers must explain the workers employment contract verbally to them.
- Suppliers must allow workers to resign or terminate their employment contract subject to the terms of the employment contract or local law.

Prison Labor

- Suppliers must not employ prison labor, whether directly or indirectly through a labor agent or as part of a government-sanctioned rehabilitation program.

Surveillance

- Suppliers must not use surveillance to control worker freedom of movement or to intimidate workers.
- Suppliers must not use worker data to facilitate conditions of involuntary labor or menace of penalty.

Access to Worker Documents

- Suppliers must not retain, confiscate, destroy, or withhold any original personal identification and immigration documents (e.g., passport, national ID, school certificate, work permit, etc.). Workers must have unrestricted and immediate access to these documents.

NON-RETALIATION

Suppliers must not retaliate against workers for raising concerns or providing information regarding employment practices that could indicate forced labor.

ASSESSMENT AND VERIFICATION

In order to assess compliance with this policy, Suppliers may be required to undergo audits or submit additional information to Nordstrom or third-party organizations Nordstrom engages. Nordstrom and/or third-party organizations will partner with Suppliers on remediating any violations of this policy.

REPORTING AND REMEDIATING VIOLATIONS

Suppliers must immediately notify Nordstrom of any violations of this policy or the principles above that are found in the Suppliers' own operations or their supply chain's operations. Concerns should be reported by visiting www.npg.ethicspoint.com or by calling toll-free 1.844.852.4175. Nordstrom will review and may terminate its relationship with any Supplier that violates this policy.

Nordstrom is committed to partnering with Suppliers to remediate any violations of this policy.