

# NORDSTROM

## NORDSTROM FORCED LABOR POLICY

Upholding human rights is a priority at Nordstrom. Our people are the foundation of who we are as a company and respecting human rights is part of how we serve each other every day. We are committed to upholding human rights throughout our operations and expect our suppliers to do the same. This commitment is defined by our Nordstrom's [Human Rights Commitment](#) and our [Partner Code of Conduct](#).

As part of its commitment to human rights, Nordstrom prohibits the use of forced labor in its suppliers' operations. The prohibition and prevention of forced labor is a core component of Nordstrom's commitments.

This policy sets out the standards that must be met by all Nordstrom's agents, vendors, service providers, manufacturers, factories, warehouses and subcontractors ("Suppliers") to prevent the use of forced labor in their operations. Nordstrom takes proactive steps to mitigate forced labor in its value 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 value chain. This means a Supplier is responsible for ensuring all its subsidiaries, labor recruiters, agents, and other third parties with whom the Supplier works or who is part of the Supplier supply chain<sup>[obj]</sup> comply with the standards in this policy. Suppliers must ensure they have adequate and effective policies, procedures, trainings, and record-keeping practices in place to ensure their compliance and the compliance of their value chains.

### DEFINING FORCED LABOR

Nordstrom considers any work for which a person has not offered themself 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 is not characterized by the nature of the work performed, but rather by the relationship between the worker and their employer, supervisor or other person in control.

Forced labor can be identified by the International Labor Organization's (ILO) Forced Labor Indicators, 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.

### ILO Indicators of Forced Labor

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

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## PREVENTION PRINCIPLES AND RESPONSIBLE RECRUITMENT

Nordstrom's commitment to preventing forced labor is underpinned by its prevention principles which proactively mitigate the risk of forced labor. Suppliers must comply with these principles.

Migrant and contract labor is becoming increasingly important in global supply chains. We recognize that unethical recruitment practices may be enablers of forced labor. Because of this, Nordstrom has signed the [Commitment to Responsible Recruitment](#), an industry effort to address potential forced labor risks for migrant workers in the global supply chain. The Prevention Principles outlined below are inclusive of this commitment in an effort to safeguard the rights of workers, particularly migrant and contract workers, throughout our supply chain.

### **Prevention Principles**

Workers must be paid for all work performed.

### **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 they 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 allow workers to enter and leave work facilities at will, to move freely within their workspace, and must not physically confine workers.
- Suppliers must give workers access to 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.

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- 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.

## **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](http://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.

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## RESOURCES

Please see the below resources for more information on best practices for identifying, mitigating, and remediating forced labor.

### International Labor Organization (ILO)

- [ILO Guidelines to Estimate Forced Labor of Adults and Children](#)
- [ILO's Definition of Recruitment Fees and related Costs](#)
- International Labor Standards on Forced Labor:
  - [Convention 29: Forced Labour Convention, 1930](#)
  - [Convention 105: Abolition of Forced Labour Convention, 1957](#)
- [International Labor Organization's Combating Forced Labor: A Handbook for Employers and Business](#)
- [General Principles and Operational Guidelines for Fair Recruitment and Definition of Recruitment Fees and Related Costs](#)
- [Global Business Network on Forced Labor](#)

### International Organization for Migration (IOM)

- [International Recruitment Integrity System](#)

### U.S. Customs and Border Protection

- [Forced Labor](#)
- [Reasonable Care Guide](#)
- [Due Diligence Guidance](#)