

NORDSTROM DISPUTE RESOLUTION PROGRAM

RESOLVING OUR DIFFERENCES, TOGETHER

At Nordstrom, we value and encourage open and honest discussion which is why our Open Door philosophy is such an important part of our culture. It is important to us that you feel confident talking to us any time about any issue that impacts you at work or discussing the issue with the person or people directly involved. By resolving our differences together, we can open the door to a better working relationship and a stronger company all around.

The Nordstrom Dispute Resolution Program was designed to help you discuss your concerns and resolve them fairly and directly — without having to resort to a court proceeding. In the event, however, that certain disputes cannot be resolved through open dialogue, this Dispute Resolution Program contains a mutual arbitration agreement (“Dispute Resolution Agreement”) that requires Nordstrom and you to resolve such disputes in final and binding arbitration and not by way of court or jury trial. The following information describes the program and how it works. Our door is open.

A Better Way to Resolve Your Concerns

The Nordstrom Dispute Resolution Program is an example of our commitment to building a strong working relationship with you. The Dispute Resolution Program consists of the following three steps:

Step 1: Open Communication

Talking it over. Often an issue can be resolved simply by talking it over with the person directly involved. Or you can (individually or together with others) talk with any leader, Human Resources or the Employee Contact Center (ECC) whenever you wish. Remember, whatever the issue, Nordstrom is committed to addressing your concerns.

Step 2: Request for Internal Review

If open communication does not resolve your concern, you may submit a Request for Internal Review. Below are the steps:

- Complete a Request for Internal Review form. This form is available on mynordstrom.com. Provide the completed form to the Employee Contact Center (ECC).
- A representative from the Employee Contact Center (ECC) will investigate your concern as promptly and as confidentially as possible.
- You will be contacted as soon as possible after your concern has been reviewed.

Step 3: Mutually Binding Arbitration

You may also have your legal claims addressed in Mutually Binding Arbitration. Mutually Binding Arbitration is a legal process where an independent and neutral decision maker outside of Nordstrom, called an arbitrator, will hear both sides of any covered legal disputes and make a final and binding decision.

Resolution of your concern may involve just one of the above steps or all three steps, but it is not necessary that you complete Steps 1 and 2 before proceeding to Step 3. Although Open Communication and Internal Review (steps 1 and 2) can address legal and non-legal claims and disputes, Mutually Binding Arbitration (Step 3) applies only to legal claims or disputes. Legal claims and disputes covered by the Nordstrom Dispute Resolution Agreement can only be pursued by you and Nordstrom in mutually binding arbitration as described in Nordstrom’s Dispute Resolution Agreement below.

NORDSTROM

The following Dispute Resolution Agreement provides detailed information about the mutually binding arbitration process.

DISPUTE RESOLUTION AGREEMENT

This Agreement addresses how covered legal disputes between you and Nordstrom can be resolved if you and Nordstrom are unable to resolve such disputes internally. You and Nordstrom hereby knowingly agree that legal claims and disputes covered by this Agreement will only be resolved in final and binding arbitration (and not by way of a court or jury trial) and only on an individual basis (and not as a class, collective or representative action) as set forth below.

When This Agreement Applies

This Dispute Resolution Agreement (“Agreement”) is governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq., and evidences a transaction involving commerce. Except as provided otherwise, this Agreement applies mutually to any legal disputes arising out of or related to your application for employment with Nordstrom, your employment with Nordstrom, or the termination of your employment with Nordstrom (“Covered Disputes”). This Agreement applies to any Covered Disputes that Nordstrom may have against you or you may have against: (1) Nordstrom or one of its affiliates, subsidiaries, or parent companies (“Nordstrom”); (2) Nordstrom’s officers, directors, principals, shareholders, members, owners, employees, or agents; (3) Nordstrom’s benefit plans or the plan’s sponsors, fiduciaries, administrators, affiliates, or agents; and (4) all successors and assigns of any of them. You and each and all of the entities or individuals listed in (1) through (4) may enforce this Agreement. The Agreement applies to any Covered Disputes even if they are brought by your parents, guardians, assigns, beneficiaries, domestic partner, spouse, children, or heirs on your behalf.

This Agreement is intended to apply to the resolution of past, present, and future Covered Disputes that otherwise would be resolved in a court of law and requires that all Covered Disputes be resolved only by an arbitrator through final and binding arbitration and not by way of court or jury trial, except as otherwise stated in this Agreement. This means that neither party has the right to litigate Covered Disputes in court or to have a jury trial. Except as it otherwise provides, this Agreement applies to all legal disputes regarding your employment relationship with Nordstrom, including but not limited to, legal disputes arising out of or related to applications for employment, background checks, privacy, privacy breaches, contract claims, trade secrets, unfair competition, compensation, classification as “exempt” under the Fair Labor Standards Act or similar state or local law, minimum wage, working conditions, expense reimbursement, overtime, meal and rest periods, termination (including without limitation post-employment defamation and other tort claims), discrimination, harassment, and retaliation. Covered Disputes include, but are not limited to, claims arising under the Uniform Trade Secrets Act, the Fair Credit Reporting Act, the Civil Rights Act of 1964, 42 U.S.C. §1981, the Rehabilitation Act, the Civil Rights Acts of 1866 and 1871, the Civil Rights Act of 1991, the Pregnancy Discrimination Act, the Equal Pay Act, the Americans With Disabilities Act, the Age Discrimination in Employment Act (including the Older Workers Benefit Protection Act), the Family Medical Leave Act, the Fair Labor Standards Act, Affordable Care Act, the Genetic Information Non-Discrimination Act, the Occupational Safety and Health Administration Act, the Uniformed Services Employment and Reemployment Rights Act, the Worker Adjustment and Retraining Notification Act, Employee Retirement Income Security Act (“ERISA”) for breach of fiduciary duty or for penalties based on allegations that any Nordstrom benefit plan violates the requirements of ERISA, claims arising under sections 601-607 of ERISA (relating to continuation coverage under group health plans), or other claimed violations of ERISA (including but not limited to claims under section 510 of ERISA, even if such claims are combined with a claim for employee benefits), and other state and local statutes or regulations addressing the same or similar subject matters, and all other federal or state legal claims, regardless of when the dispute arises.

In addition, disputes relating to the validity, applicability, enforceability, unconscionability or waiver of this Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable, are Covered Disputes and shall be decided by the arbitrator. However, as stated in the Class Action Waiver, Collective Action Waiver, and Representative Action Waiver provisions below, any disputes about the validity, applicability, enforceability, unconscionability or waiver of the Class Action Waiver, Collective Action Waiver, and/or Representative Action Waiver are not Covered Disputes and shall be decided by a court of competent jurisdiction and not the arbitrator.

If you and Nordstrom have entered into an intellectual property, confidentiality, non-competition, non-solicitation, or similar agreement, either you or Nordstrom may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an otherwise arbitrable controversy arising under such an agreement, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief. The court to which the application is made is authorized to grant temporary or preliminary injunctive relief and may do so with or without addressing the merits of the underlying arbitrable dispute, as provided by applicable law. The parties acknowledge that seeking such provisional relief shall not constitute a waiver or breach of this Agreement; nor shall it abridge the powers of the arbitrator. Any claims for monetary relief under such intellectual property, confidentiality, non-competition, non-solicitation, or similar agreement are still subject to this Agreement and must still be arbitrated.

This Agreement does not cover: (1) disputes that may not be subject to an arbitration agreement as expressly provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) or other controlling federal statute; (2) claims for workers’ compensation, state disability and/or unemployment insurance benefits (but, this Agreement does apply to claims for discrimination or retaliation based upon seeking such benefits); (3) claims for employee benefits: (a) under any ERISA benefit plan sponsored by Nordstrom or (b) funded by insurance; (4) any criminal complaint or proceeding filed by you,

Nordstrom, or a governmental agency; but initiating or participating in criminal proceedings shall not be a waiver of any right to arbitrate under this Agreement (and this Agreement does apply to any claim by either party for abuse of process, improper criminal proceedings, or similar action arising out of any law enforcement/criminal proceedings, which claims are covered by this Agreement and must be arbitrated); and (5) sexual harassment and sexual assault disputes, which may only be subject to arbitration at your option.

Nothing in this Agreement prevents you from making a report to or filing a claim or charge with or participating in an investigation by a governmental agency, including without limitation: the Equal Employment Opportunity Commission; the U.S. Department of Labor; the Securities and Exchange Commission; the National Labor Relations Board; the Occupational Safety and Health Administration; the Office of Federal Contract Compliance Programs; and similar state or local government agencies and law enforcement agencies. Nothing in this Agreement prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Agreement. Nothing in this Agreement prevents or excuses a party from exhausting administrative remedies by filing any charges or complaints required by any governmental agency (including without limitation the Equal Employment Opportunity Commission and/or similar state or local agency) before bringing a claim in arbitration. Nordstrom will not retaliate against you for filing a claim with a government agency or for exercising rights (individually or in concert with others) under the National Labor Relations Act. This Agreement also does not prevent or prohibit you in any way from reporting, communicating about, or disclosing claims for discrimination, harassment, retaliation, or sexual abuse.

Who Will Conduct the Arbitration and Where It Will Take Place

The arbitrator shall be selected by mutual agreement of the parties. Unless and until both parties have agreed on an arbitrator, neither party shall have the right to file a demand with or engage an arbitrator or arbitration provider. The arbitrator shall be a retired state or federal judge from any jurisdiction unless the parties agree otherwise. If either party asserts a claim or claims that include a covered ERISA claim, the arbitrator must be a retired federal judge who has experience with the covered ERISA claim. If the parties cannot agree on an arbitrator, either you or Nordstrom may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral arbitrator. The court shall then appoint an arbitrator who meets the qualification requirements in this Agreement. The court-appointed arbitrator shall act under this Agreement with the same force and effect as if you and Nordstrom had selected the arbitrator by mutual agreement.

The arbitrator must be impartial and independent and shall make disclosures to the parties in accordance with applicable law, including disclosure of any circumstance likely to give rise to justifiable doubt as to the arbitrator's impartiality or independence, including any bias or any financial or personal interest in the result of the arbitration or any past or present relationship with the parties or their representatives. Such disclosure obligation shall remain in effect throughout the arbitration.

The location of the arbitration proceeding shall be in the county where you last worked for Nordstrom unless you and Nordstrom agree otherwise. Under no circumstances shall an arbitration proceeding be held in a state other than the state(s) in which you worked for Nordstrom unless you and Nordstrom agree otherwise or as otherwise required by applicable law.

Starting the Arbitration Process and Cooling Off Process

A request for arbitration made by you must be in writing and personally signed by you. A request for arbitration made by Nordstrom must be in writing and personally signed by Nordstrom's General Counsel. The written request for arbitration must be delivered to the other party within the statute of limitations period that would apply to the claim or claims if the matter were brought as an action in court. Delivery of the request for arbitration initiates the arbitration procedure for statute of limitations purposes. The written request for arbitration must also identify the legal and factual basis for the claims, the parties in dispute, and the remedies sought, and must also include a statement that the party requesting arbitration swears under penalty of perjury that the party has reviewed the written request and knows or believes that all allegations in the written request are true. Any request for arbitration made to Nordstrom must be sent by email at arbitrncrdntr@nordstrom.com or mailed or hand-delivered to the Nordstrom Arbitration Coordinator at:

Nordstrom Arbitration Coordinator
1600 7th Avenue
Seattle, WA 98101-1707

Any request for arbitration made to you by Nordstrom shall be sent to your most-current home address on file with Nordstrom. Following your submission of a request for arbitration to Nordstrom or following Nordstrom's submission of a request for arbitration to you, someone will contact you on Nordstrom's behalf to discuss next steps. The parties mutually agree that after a party initiates a request for arbitration, the matter will be stayed for thirty (30) days after the request is made ("Cooling Off Period"). During the Cooling Off Period, the parties may attempt in good faith to resolve the claim. The parties may also mutually agree to extend the Cooling Off Period. Additionally, during the Cooling Off Period, either party may request a conference to discuss in good faith a potential informal resolution of the dispute, without the need to go forward in an arbitration

("Informal Settlement Conference"). If timely requested, the Informal Settlement Conference will take place at a mutually agreeable time by telephone or videoconference. You and a Nordstrom representative must both personally participate; any counsel representing you or Nordstrom also may also participate. The requirement of personal participation in an Informal Settlement Conference may be waived only if both you and Nordstrom agree in writing. At the end of the Cooling Off Period or an Informal Settlement Conference (if requested by either party), unless the parties have resolved the claim, the parties will mutually select an arbitrator or, in the event the parties cannot agree on an arbitrator, apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral arbitrator as described above. A court will have authority to enforce the Cooling Off Period and Informal Settlement Conference (if requested by either party) requirements, including the power to enjoin the prosecution of arbitration(s) until such compliance is made. Unless prohibited by applicable law, the arbitrator is without authority to accept or administer any arbitration proceeding unless the claimant has complied with the Cooling Off Period and Informal Settlement Conference (if requested by either party) requirements of this paragraph.

The arbitrator shall resolve all disputes regarding the timeliness or propriety of the request for arbitration.

The Arbitration Process and Procedures, Including Class, Collective, and Representative Action Waivers

In arbitration, you and Nordstrom will have the right to conduct civil discovery, subject to the limitations described below, and to bring motions, including motions for full and/or partial dismissal in accordance with Rule 12 of the Federal Rules of Civil Procedure or for summary judgment in accordance with Rule 56 of the Federal Rules of Civil Procedure and other motions that could resolve all or part of the disputes. The arbitrator shall apply the substantive federal, state, or local law applicable to the claims asserted. Each party may take the deposition of two individual fact witnesses and any expert witness designated by another party. Each party also may propound twenty-five (25) requests for production of documents and five (5) interrogatory requests to the other party. Each party shall also have the right to subpoena witnesses and documents for discovery or the arbitration hearing, including testimony and documents relevant to the case from third parties, in accordance with any applicable state or federal law. The parties may mutually agree to additional discovery. In addition, the arbitrator will have exclusive authority to entertain requests for additional discovery, and to grant or deny such requests, based on the arbitrator's determination whether additional discovery is appropriate under the circumstances of the case. The arbitrator will have the authority to enter a protective order to protect the parties' confidential and proprietary information, including employee personal information. The arbitrator will also have the authority to award sanctions against a party and/or a party's attorney for failure to comply with this Agreement, for a violation of an order issued by the arbitrator, and for any ground set forth in Rule 11 of the Federal Rules of Civil Procedure. These sanctions may include an order requiring the sanctioned party or attorney to reimburse the other party or attorney for the attorneys' fees, costs, or other expenses incurred as a result of the conduct giving rise to the sanction. The arbitrator has no authority to hear or grant a motion to consolidate other, similar arbitration proceedings.

The arbitration will be recorded by a stenographer (or other means) only if you or Nordstrom ask to have the arbitration recorded. The cost of such recording will be apportioned in the same manner as would apply had the matter been brought as an action in federal court. The arbitrator shall resolve all disputes regarding apportionment of costs. Unless otherwise required by law, if after due notice you or Nordstrom fail to attend a scheduled hearing held as part of the arbitration or obtain a postponement, the arbitration may proceed without the missing party.

Nordstrom will not request or require confidentiality of the proceedings, with the exception of any documents or information covered by a protective order; however, if you request that the proceedings be confidential before the arbitrator, Nordstrom will consent to confidentiality.

You and Nordstrom knowingly agree to bring any dispute in arbitration on an individual basis only, and not on a class, collective, or representative action basis. Accordingly,

(a) There will be no right or authority for any dispute to be brought, heard or arbitrated as a class action, and the arbitrator will have no authority to hear or preside over any such claim ("Class Action Waiver"). The Class Action Waiver shall be severable from this Agreement if there is a final judicial determination that the Class Action Waiver is unenforceable. In such instances, the class action must be litigated in a civil court of competent jurisdiction—not in arbitration. However, the Class Action Waiver, and each portion of it, must be enforced to the fullest extent allowed by law.

(b) There will be no right or authority for any dispute to be brought, heard or arbitrated as a collective action, and the arbitrator will have no authority to preside over any such claim ("Collective Action Waiver"). The Collective Action Waiver shall be severable from this Agreement if there is a final judicial determination that the Collective Action Waiver is unenforceable. In such instances, the collective action must be litigated in a civil court of competent jurisdiction—not in arbitration. However, the Collective Action Waiver, and each portion of it, must be enforced to the fullest extent allowed by law.

(c) There will be no right or authority for any dispute to be brought, heard or arbitrated as a representative action (meaning an action on behalf of other employees), including under the California Private Attorneys General Act ("PAGA"), and the arbitrator will have no authority to preside over any such claim ("Representative Action Waiver"). However, you may bring a representative action under PAGA in arbitration on behalf of the State and yourself to

recover your own individual civil penalties. The Representative Action Waiver shall be severable from this Agreement if there is a final judicial determination that the Representative Action Waiver is unenforceable. In such instances, the representative action must be litigated in a civil court of competent jurisdiction—not in arbitration. However, the Representative Action Waiver, and each portion of it, must be enforced to the fullest extent allowed by law. If you are permitted to pursue a representative action under PAGA on behalf of other employees in civil court, that proceeding shall be stayed pending the outcome of the arbitration of your individual claim for civil penalties.

The Class Action Waiver, Collective Action Waiver, and Representative Action Waiver shall be severable in any case in which the dispute is filed only as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration. Regardless of anything else in this Agreement or any applicable rules that may apply by virtue of this Agreement, any claim that all or part of the Class Action Waiver, Collective Action Waiver, and/or Representative Action Waiver including, but not limited to any claim that all or part of the Class Action Waiver, Collective Action Waiver, and/or Representative Action Waiver is invalid, unenforceable, unconscionable, void or voidable, may be determined only by a court of competent jurisdiction and not by an arbitrator.

Who Pays For Arbitration

If a filing fee applies, the party that initiates the claim shall be responsible for paying his/her/its filing fee prior to the arbitrator sending an invoice to the respondent. The respondent will not be required to pay his/her/its filing fee until the initiating party pays the initial filing fee and the responding party receives an invoice from the arbitrator. If you initiate the arbitration, your portion of the filing fee, if applicable, will be the lesser of the comparable state and/or federal court filing fee applicable to your claims. If you make a request to the arbitrator to be relieved of the filing fee and the arbitrator determines that paying the filing fee creates an undue hardship for you, Nordstrom will pay your filing fee.

Nordstrom will pay the remainder of the filing fee, the arbitrator's fee and any administrative expenses in accordance with the rules of the arbitrator. For the avoidance of doubt, Nordstrom will be responsible for arbitration fees and administrative costs in excess of the amount of administrative fees and costs that you otherwise would have been required to pay if the claims were litigated in court. If the arbitrator finds in your favor, Nordstrom will reimburse your portion of the filing fee. Except as provided below, you will be responsible for paying your costs and your attorneys' fees if you choose to have representation in any arbitration proceeding. Nordstrom will be responsible for paying its costs and attorneys' fees if it chooses to have representation in any arbitration proceeding. However, if you or Nordstrom prevails on a claim which allows the prevailing party to recover its attorneys' fees and litigation costs, if there is a written agreement providing for attorneys' fees and/or litigation costs, or if either party files a motion for sanctions as described above, the arbitrator shall have the authority to award attorneys' fees and/or litigation costs under the same standards a court would apply under the law applicable to the claim at issue.

Any disputes regarding payment of attorneys' fees, administrative expenses and costs will be resolved by the arbitrator.

What Happens After the Arbitration Hearing

Within 30 days of the close of the arbitration hearing, you and Nordstrom will have the right to prepare, serve on the other party, and file with the arbitrator a post-hearing brief, unless the parties agree otherwise. The arbitrator may award you or Nordstrom any remedy to which you or Nordstrom would be entitled under applicable law, but such remedies shall be limited to those that would be available to you or Nordstrom in your/its individual capacity in a court of law for the claims presented to and decided by the arbitrator. The arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. The decision or award will be issued within 45 days of the close of the hearing or the filing of post-hearing briefs, whichever is later. A court of competent jurisdiction shall have the authority to enter a judgment upon the arbitrator's award.

Offer of Judgment

A party may make an offer of judgment in a manner consistent with, and within the time limitations, consequences, and effects provided in Rule 68 of the Federal Rules of Civil Procedure. The offer shall be served on the offeree in the same manner in which other papers are served in the arbitral proceeding. The offer shall not be served on the arbitrator, except that if the offer is accepted, either party may then file with the arbitrator the offer and notice of acceptance together with proof of service thereof. The arbitrator shall then immediately render an award as provided by the accepted offer, and the arbitration proceedings shall then be terminated. If the offer is not accepted, the offer shall not be used as evidence in the arbitration proceedings, but following the issuance of the arbitrator's award, the offeror may file a motion for costs pursuant to Rule 68 with the arbitrator, who shall retain jurisdiction to decide the motion and award costs to the offeror as warranted under Rule 68.

Making Sure There Is No Retaliation

Nordstrom prohibits retaliation against any employee who engages in protected activity including exercising his or her right to assert claims under this Agreement. If you believe that you have been retaliated against by anyone at Nordstrom, you should immediately report your concerns to the Employee Contact Center (ECC) at 855-NORDY-HR.

Entire Agreement

This Agreement is the full and complete agreement relating to the formal resolution of Covered Disputes. Any contractual

disclaimers Nordstrom has in any handbooks, other agreements, or policies do not apply to or modify this Agreement. You and Nordstrom agree to remain bound by this Agreement even if you transfer to a different position or location with Nordstrom or one of its subsidiaries and even if your employment relationship ends. Unless this Agreement is deemed void, unenforceable, invalid, or inapplicable, this Agreement supersedes any prior or contemporaneous oral or written understandings on the subject. Subject to the severability clauses in the Class Action Waiver, Collective Action Waiver, and Representative Action Waiver provisions above, if any provision of this Agreement is finally adjudged to be invalid, unenforceable, unconscionable, void or voidable, in whole or in part, such adjudication will not affect the validity of the remainder of the Agreement, and all remaining provisions will remain in full force and effect. Each provision of this Agreement, and each portion of each provision, must be enforced to the fullest extent allowed by law. This Agreement does not alter your at-will relationship with Nordstrom.

Assignment

Nordstrom may assign the Agreement and all of its rights and obligations in the event of a merger, consolidation, sale of assets, or otherwise to the acquiring or surviving entity, provided the entity assumes all of the obligations of this Agreement.

YOU KNOWINGLY ACCEPT AND AGREE TO THE NORDSTROM DISPUTE RESOLUTION AGREEMENT BY ANY OF THE FOLLOWING:

- APPLYING FOR A JOB AT NORDSTROM**
- FOLLOWING THE AGREEMENT AND ACCEPTANCE PROCESS IN WORKDAY**
- ACCEPTING EMPLOYMENT WITH NORDSTROM**
- CONTINUING YOUR EMPLOYMENT WITH NORDSTROM FOR FIVE (5) DAYS AFTER YOU RECEIVE THIS AGREEMENT.**

IF YOU ACCEPT THIS AGREEMENT THROUGH WORKDAY, YOU AUTHORIZE THE USE OF AN ELECTRONIC MEANS TO SHOW YOUR ACCEPTANCE AND AGREEMENT TO THIS DISPUTE RESOLUTION AGREEMENT AND UNDERSTAND AND ACKNOWLEDGE THAT YOUR ELECTRONIC SIGNATURE IS INTENDED TO SHOW YOUR ACCEPTANCE AND IS AS VALID AND HAS THE SAME LEGAL EFFECT AS AN INK SIGNATURE. THROUGH THIS AGREEMENT, YOU AND NORDSTROM ARE KNOWINGLY AGREEING TO ARBITRATE COVERED CLAIMS IN BINDING ARBITRATION, AND YOU AND NORDSTROM AGREE AND UNDERSTAND THAT YOU AND NORDSTROM ARE GIVING UP YOUR RIGHTS TO A JUDGE OR JURY TRIAL FOR ANY CLAIMS OR DISPUTES COVERED BY THIS AGREEMENT.