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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**SCHEDULE 13D**

Under the Securities Exchange Act of 1934  
(Amendment No. \_\_)\*

**Nordstrom, Inc.**

(Name of Issuer)

**Common Stock, no par value**

(Title of Class of Securities)

**655664100**

(CUSIP Number)

**Erik B. Nordstrom  
Peter E. Nordstrom  
Nordstrom, Inc.  
1617 Sixth Avenue, Seattle, Washington  
(206) 628-2111**

(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

with copies to:

**Keith A. Trammell  
Michael Gilligan  
Wilmer Cutler Pickering Hale and Dorr LLP  
1225 17<sup>th</sup> Street Suite 2600,  
Denver, CO 80202**

**April 17, 2024**

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1	Names of Reporting Person Erik B. Nordstrom	
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) OO	
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization United States of America	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 3,579,449
	8	Shared Voting Power 8,533,206
	9	Sole Dispositive Power 3,579,449
	10	Shared Dispositive Power 8,533,206
11	Aggregate Amount Beneficially Owned by Each Reporting Person 12,155,301*	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 7.45%	
14	Type of Reporting Person (See Instructions) IN	

\*The Reporting Person reported on this Schedule 13D as a member of a "group" with the other Reporting Person. The group beneficially owns 15,538,791 shares of Common Stock in the aggregate, representing approximately 9.52% of the outstanding shares of Common Stock. See Item 5.

1	Names of Reporting Person Peter E. Nordstrom	
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) OO	
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization United States of America	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 3,250,092
	8	Shared Voting Power 8,666,604
	9	Sole Dispositive Power 3,250,092
	10	Shared Dispositive Power 8,666,604
11	Aggregate Amount Beneficially Owned by Each Reporting Person 12,092,740*	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 7.41%	
14	Type of Reporting Person (See Instructions) IN	

\*The Reporting Person reported on this Schedule 13D as a member of a "group" with the other Reporting Person. The group beneficially owns 15,538,791 shares of Common Stock in the aggregate, representing approximately 9.52% of the outstanding shares of Common Stock. See Item 5.

**Item 1. Security and Issuer.**

This statement on Schedule 13D (this “Schedule 13D”) relates to the Common Stock, no par value (the “Common Stock”), of Nordstrom, Inc., a Washington corporation (the “Issuer”). The address of the Issuer’s principal executive office is 1617 Sixth Avenue, Seattle, Washington, 98101.

**Item 2. Identity and Background.**

(a) This Schedule 13D is being filed by Erik B. Nordstrom and Peter E. Nordstrom (each, a “Reporting Person” and collectively, the “Reporting Persons”).

(b) The principal business address of each Reporting Person is 1617 Sixth Avenue, Seattle, Washington, 98101.

(c) (i) Erik B. Nordstrom is the Chief Executive officer of the Issuer, a position he has held since 2020. Prior to that, he served as Co-President of the Issuer, a position he had held starting in May 2015. Mr. Nordstrom has previously served as Executive Vice President and President — Nordstrom.com from May 2014 to May 2015. From February 2006 to May 2014, Mr. Nordstrom was the Issuer’s Executive Vice President and President — Stores. From August 2000 to February 2006, Mr. Nordstrom served as Executive Vice President — Full-Line Stores. Mr. Nordstrom previously served as Executive Vice President and Northwest General Manager from February 2000 to August 2000, and as Co-President of the Issuer from 1995 to February 2000. Mr. Nordstrom has spent more than 40 years with the Issuer, holding positions spanning all aspects of the retail business. He was recently recognized by Barron’s as one of the top CEOs of 2022. The Issuer operates leading fashion specialty retail stores. Its principal executive office is 1617 Sixth Avenue, Seattle, Washington, 98101.

(ii) Peter E. Nordstrom is the President and Chief Brand Officer of the Issuer, a position he has held since 2020. Prior to that, he served as Co-President of the Issuer, a position he had held starting in May 2015. Mr. Nordstrom has previously served as the Issuer’s Executive Vice President and President — Merchandising from February 2006 to May 2015. From September 2000 to February 2006, Mr. Nordstrom served as Executive Vice President and President — Full-Line Stores. Mr. Nordstrom previously served as Executive Vice President and Director of Full-Line Store Merchandise Strategy from February 2000 to September 2000, and as Co-President of the Issuer from 1995 to 2000. Like his brother, Mr. Nordstrom has spent more than 40 years with the Issuer, holding positions spanning all aspects of the retail business. The Issuer operates leading fashion specialty retail stores. Its principal executive office is 1617 Sixth Avenue, Seattle, Washington, 98101.

(d) During the last five years, neither Reporting Person has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, neither Reporting Person has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree, or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Each of the Reporting Persons is a citizen of the United States of America.

**Item 3. Source and Amount of Funds or Other Consideration.**

On April 17, 2024, due to the health of their father, Bruce Nordstrom, the Reporting Persons acquired (i) shared beneficial ownership of 1,555,200 shares of Common Stock by accepting trusteeship, as successor trustees to their father, of the 1976 Bruce A. Nordstrom Trust (aka Elizabeth Nordstrom 1976 Trust fbo Bruce Nordstrom), and (ii) shared beneficial ownership of 6,935,360 shares of Common Stock by accepting trusteeship, as successor trustees to their father, of the Frances W. Nordstrom Trust fbo BAN created under will dated April 4, 1984. The foregoing transfers of beneficial ownership are collectively referred to herein as the “Intra-Family Transfers” and individually as an “Intra-Family Transfer.” No pecuniary or other consideration was exchanged in connection with the Reporting Person’s assumption of successor trustee duties with respect to these trusts or the Common Stock held by them.

With respect to the Going Private Transaction described in Item 4 below, the Reporting Persons may seek debt and/or equity financing to consummate one or more of the transactions described in Item 4 below. At this time, the Reporting Persons have not secured commitments for any such debt or equity financing and there can be no assurance that the Reporting Persons will be able to obtain the funds necessary to consummate one or more of the transactions described in Item 4 below.

#### Item 4. Purpose of Transaction.

The purpose of the Intra-Family Transfers is to transfer voting and dispositive power in respect of those shares for no consideration to the Reporting Persons due to the health of their father, Bruce Nordstrom.

The Reporting Persons, as fourth generation leaders of the Issuer, regularly monitor and evaluate the Issuer's business, financial condition, operating results and prospects. In February 2024, the Reporting Persons, whose individual and combined beneficial ownership of Common Stock at that time was below 5%, advised the Board of their desire to make a proposal for consideration by the Board and explore potential equity financing for a "going private transaction" involving the acquisition of the outstanding shares of Common Stock of the Issuer (a "Going Private Transaction"). They also agreed to condition any Going Private Transaction on the affirmative vote by a majority of the votes entitled to be voted by unaffiliated stockholders of the Issuer. The Issuer's Board subsequently approved the formation of a Special Committee of certain independent and disinterested directors to review any proposal for a Going Private Transaction.

In consideration of the Reporting Persons entering into the letter agreement described more fully in Item 6, the Board approved in advance the Reporting Persons' formation of a group for purposes of Section 23B.19.040(1) of the Washington Business Corporation Act (the "Moratorium Statute") with certain other members of the Nordstrom family and their related persons, who have not yet formed a group with the Reporting Persons. Subject to certain exceptions (including approval by a board of directors in advance of a person's or group's acquiring beneficial ownership of ten percent (10%) or greater of the voting power), the Moratorium Statute prohibits a "significant business transaction" between a Washington publicly traded corporation and a ten percent (10%) or greater group during a five-year period following that group's formation.

The Reporting Persons intend to engage in discussions with the Special Committee and third parties regarding the potential Going Private Transaction, including the terms on which such a transaction could be effected.

The Reporting Persons have retained Moelis & Company LLC to serve as their financial advisor and Wilmer, Cutler, Pickering, Hale and Dorr LLP as their legal advisor.

No assurances can be given regarding the terms and details of any transaction, that any proposal will be made by the Reporting Person or any affiliated person or group, that any proposal made by the Reporting Persons regarding a proposed transaction will be accepted by the Issuer and/or shareholders of the Issuer, that definitive documentation relating to any such transaction will be executed, or that a transaction will be consummated in accordance with that documentation, if at all.

This Schedule 13D is not an offer to purchase or a solicitation of an offer to sell any securities. Any solicitation or offer will only be made through separate materials filed with the U.S. Securities and Exchange Commission. Holders of Common Stock of the Issuer and other interested parties are urged to read these materials when and if they become available because they will contain important information. Holders of Common Stock of the Issuer will be able to obtain such documents (when and if available) free of charge at the Commission's web site, [www.sec.gov](http://www.sec.gov).

#### Item 5. Interest in Securities of the Issuer.

(a) As of April 17, 2024, the Reporting Persons, on a combined basis, are the beneficial owners of an aggregate of 15,538,791 shares of Common Stock of the Issuer, representing approximately 9.52% of the outstanding shares of Common Stock of the Issuer.<sup>1</sup>

(b) Erik B. Nordstrom has:

- (i) sole power to vote or direct the vote of 3,579,449 shares of Common Stock;
- (ii) shared power to vote or direct the vote of 8,533,206 shares of Common Stock;
- (iii) sole power to dispose or direct the disposition of 3,579,449 shares of Common Stock; and
- (iv) shared power to dispose or direct the disposition of 8,533,206 shares of Common Stock.

Erik B. Nordstrom reports beneficial ownership of 12,155,301 shares of Common Stock, representing 7.45% of the outstanding shares of Common Stock.

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<sup>1</sup> Based on 163,258,230 shares of Common Stock issued and outstanding as of March 13, 2024, as reported in the Issuer's Proxy Statement on Schedule 14A filed on April 11, 2024, the most recently filed Securities Exchange Act of 1934 filing made by the Issuer that contains outstanding share information.

The shares of Common Stock with respect to which Erik B. Nordstrom reports shared voting and dispositive power consist of (i) 42,646 shares of Common Stock owned by his spouse, Julie Nordstrom, as to which Mr. Nordstrom may be deemed to have shared beneficial ownership; (ii) 1,555,200 shares of Common Stock held in a family trust with Erik B. Nordstrom and Peter E. Nordstrom, as co-trustees and beneficiaries; and (iii) 6,935,360 shares of Common Stock held in a family trust for the benefit of Bruce Nordstrom, with Erik B. Nordstrom and Peter E. Nordstrom, as co-trustees and contingent beneficiaries, and Charles W. Riley, Jr. as co-trustee.

Applicable information required by Item 2 for Peter E. Nordstrom is provided in Item 2 above.

Peter E. Nordstrom has:

- (i) sole power to vote or direct the vote of 3,250,092 shares of Common Stock;
- (ii) shared power to vote or direct the vote of 8,666,604 shares of Common Stock;
- (iii) sole power to dispose or direct the disposition of 3,250,092 shares of Common Stock; and
- (iv) shared power to dispose or direct the disposition of 8,666,604 shares of Common Stock.

Peter E. Nordstrom reports beneficial ownership of 12,092,740 shares of Common Stock, representing 7.41% of the outstanding shares of Common Stock.

The shares of Common Stock with respect to which Peter E. Nordstrom reports shared voting and dispositive power consist of (i) 176,044 shares of Common Stock owned by his spouse, Brandy Nordstrom, as to which Mr. Nordstrom may be deemed to have shared beneficial ownership; (ii) 1,555,200 shares of Common Stock held in a family trust with Erik B. Nordstrom and Peter E. Nordstrom, as co-trustees and beneficiaries; and (iii) 6,935,360 shares of Common Stock held in a family trust for the benefit of Bruce Nordstrom, with Erik B. Nordstrom and Peter E. Nordstrom, as co-trustees and contingent beneficiaries, and Charles W. Riley, Jr. as co-trustee.

Applicable information required by Item 2 with respect to Mr. Riley is as follows:

Mr. Riley's principal occupation is as a practicing attorney and shareholder at Lane Powell PC. His principal place of business is located at Lane Powell PC, 1420 Fifth Avenue, Suite 4200, Seattle, Washington 98101-2375. During the last five years, Mr. Riley has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) and has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws. Mr. Riley is a citizen of the United States of America.

- (c) In addition to the Intra-Family Transfers described in Item 3 above, the following transactions have occurred in the past sixty days:

On March 31, 2024, pursuant to the Issuer's Employee Stock Purchase Plan (as amended and restated from time to time, the "Employee Stock Purchase Plan"), Erik P. Nordstrom purchased 1,000 shares of the Issuer's Common Stock at a price of \$18.243 per share.

On March 7, 2024, pursuant to the Issuer's 2019 Equity Incentive Plan (as amended from time to time, the "2019 Equity Incentive Plan"), the Issuer granted each of Peter E. Nordstrom and Erik B. Nordstrom (i) 103,760 restricted stock units that in three equal annual installments on March 10, 2025, March 10, 2026 and March 10, 2027 and (ii) 113,156 performance share units. Each performance share unit represents a contingent right to receive one share of the Issuer's Common Stock. The percentage of performance share units granted that can be actually earned at the end of the three-year period from fiscal year 2024 through fiscal year 2026 is based upon the Issuer's sales and earnings before interest and tax margin results over that year. One third of the total target number of performance share units will be allocated to three separate 1-year performance cycles.

- (d) Except as set forth herein, to the knowledge of the Reporting Persons, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, any shares of Common Stock reported herein as beneficially owned.

(e) Not applicable.

## **Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to the Securities of the Issuer**

### ***Letter Agreement***

The Reporting Persons and the Issuer entered into a letter agreement on April 17, 2024 (the “Letter Agreement”), pursuant to which the Reporting Persons agreed to customary non-disclosure and non-use obligations for a specified time period, subject to certain exceptions. The Letter Agreement also contains standstill provisions that prohibit the Reporting Persons from taking certain actions from the date of the Letter Agreement until April 17, 2025, unless requested in writing in advance by the Special Committee’s representatives. Actions prohibited during the standstill period include the Reporting Persons and their representatives, directly or indirectly, (A) acquiring any voting securities of the Issuer (subject to exceptions for gifts, equity awards received or exercised as compensation or intra-family or estate planning related transfers), (B) offering or proposing (publicly or privately) to enter into any merger, business combination, recapitalization, restructuring or similar transaction with the Issuer or any subsidiary of the Issuer, (C) initiating shareholder proposals (subject to certain exceptions), and (D) soliciting any proxies or otherwise seeking to influence or advise a vote with respect to any matter described in the foregoing clauses (A), (B) and (C). Subject to certain exceptions and limitations set forth in the Letter Agreement, the standstill provisions do not prohibit the Reporting Persons from engaging in discussions with the Special Committee or making disclosures required by law. The Letter Agreement also contains restrictions that prohibit the Reporting Persons from, directly or indirectly, soliciting to employ or employing certain employees of the Issuer for a specified time period and subject to certain exceptions.

### ***Equity Awards***

On March 7, 2024, pursuant to the Issuer’s 2019 Equity Incentive Plan (as amended from time to time, the “2019 Equity Incentive Plan”), the Issuer granted each of Peter E. Nordstrom and Erik B. Nordstrom (i) 103,760 restricted stock units that in three equal annual installments on March 10, 2025, March 10, 2026 and March 10, 2027 and (ii) 113,156 performance share units. Each performance share unit represents a contingent right to receive one share of the Issuer’s Common Stock. The percentage of performance share units granted that can be actually earned at the end of the three-year period from fiscal year 2024 through fiscal year 2026 is based upon the Issuer’s sales and earnings before interest and tax margin results over that year. One third of the total target number of performance share units will be allocated to three separate 1-year performance cycles.

On March 6, 2023, pursuant to the Issuer’s 2019 Equity Incentive Plan, the Issuer granted each of Peter E. Nordstrom and Erik B. Nordstrom (i) options to purchase 130,194 shares of Common Stock that vest 50% on March 10, 2026 and 50% on March 10, 2027 and (ii) 96,958 performance share units. Each performance share unit represents a contingent right to receive one share of the Issuer’s Common Stock. The percentage of performance share units granted that can be actually earned at the end of the three-year period from fiscal year 2023 through fiscal year 2025 is based upon the Issuer’s cumulative sales and earnings before interest and tax margin results over that same period. On December 8, 2023, each of Peter E. Nordstrom and Erik B. Nordstrom acquired 670 shares of Common Stock as a result of the conversion of 670 performance share units, and forfeited such 670 shares for tax purposes.

On March 3, 2022, pursuant to the Issuer’s 2019 Equity Incentive Plan, the Issuer granted each of Peter E. Nordstrom and Erik B. Nordstrom (i) options to purchase 102,506 shares of Common Stock that vest 50% on March 10, 2025 and 50% on March 10, 2026 and (ii) 70,536 performance share units. Each performance share unit represents a contingent right to receive one share of the Issuer’s Common Stock. The percentage of performance share units granted that can be actually earned at the end of the three-year period from fiscal year 2022 through fiscal year 2024 is based upon the Issuer’s cumulative sales and earnings before interest and tax margin results over that same period. On December 19, 2022, each of Peter E. Nordstrom and Erik B. Nordstrom acquired 603 shares of Common Stock as a result of the conversion of 603 performance share units, and forfeited such 603 shares for tax purposes. On December 8, 2023, each of Peter E. Nordstrom and Erik B. Nordstrom acquired 532 shares of Common Stock as a result of the conversion of 532 performance share units, and forfeited such 532 shares for tax purposes.

On March 4, 2021, pursuant to the Issuer’s 2019 Equity Incentive Plan, the Issuer granted each of Peter E. Nordstrom and Erik B. Nordstrom options to purchase 297,619 shares of Common Stock that vest 50% on March 10, 2024 and 50% on March 10, 2025, subject to the condition that the average daily closing price of the Company’s common stock, as reported by the New York Stock Exchange, meets or exceeds \$45 per share for any twenty consecutive trading day period prior to March 10, 2025.

On August 18, 2020, pursuant to the Issuer’s 2019 Equity Incentive Plan, effective August 27, 2020, the Issuer granted each of Peter E. Nordstrom and Erik B. Nordstrom options to purchase 245,829 shares of Common Stock that vested in full on September 10, 2022.

On March 9, 2020, pursuant to the Issuer’s 2019 Equity Incentive Plan, the Issuer granted each of Peter E. Nordstrom and Erik B. Nordstrom options to purchase 147,407 shares of Common Stock that vest in four equal installments on March 10, 2021, March 10, 2022, March 10, 2023 and March 10, 2024.

On March 5, 2019, pursuant to the Issuer’s 2010 Equity Incentive Plan (as amended and restated from time to time, the “2010 Equity Incentive Plan”), the Issuer granted each of Peter E. Nordstrom and Erik B. Nordstrom options to purchase 73,069 shares of Common Stock that vested in four equal installments on March 10, 2020, March 10, 2021, March 10, 2022 and March 10, 2023.

On March 6, 2018, pursuant to the Issuer’s 2010 Equity Incentive Plan, the Issuer granted each of Peter E. Nordstrom and Erik B. Nordstrom 54,223 restricted stock units that vested in four equal installments on March 10, 2019, March 10, 2020, March 10, 2021 and March 10, 2022.

***Other***

From time to time, both of Peter E. Nordstrom and Erik B. Nordstrom have additionally transacted in amounts of the Issuer’s for various reasons, such as disposing of shares to satisfy tax obligations in connection with the vesting of restricted stock units or transacting pursuant to an SEC Rule 10b5-1 trading arrangement then in effect. All of the Issuer’s executives are required, pursuant to the Issuer’s stock ownership guidelines, to effect any open market transactions pursuant to SEC Rule 10b5-1 trading arrangements.

Each of Peter E. Nordstrom and Erik B. Nordstrom participate in the Issuer’s Employee Stock Purchase Plan, as amended and restated from time to time, which allows eligible employees of the Issuer with an opportunity to increase their proprietary interest in the success of the Issuer by purchasing shares from the Issuer on favorable terms and to pay for such purchases through payroll deductions.

Except for the other agreements and arrangements described herein, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) among the parties named in Item 2 above and between such persons and any person with respect to any of the Common Stock of the Issuer.

**Item 7. Material to be Filed as Exhibits.**

<b>Exhibit</b>	<b>Method of Filing</b>	
Exhibit 1	Joint Filing Agreement, dated as of April 18, 2024, by and among Erik B. Nordstrom and Peter E. Nordstrom	Filed herewith
Exhibit 2	Power of Attorney dated as of April 18, 2024	Filed herewith
Exhibit 3	Letter Agreement, dated as of April 17, 2024, between the Reporting Persons and the Special Committee.	Filed herewith
Exhibit 4	Form of 2018 Restricted Stock Unit Award Agreement	Incorporated by reference from the Issuer’s Form 8-K filed on March 8, 2018, Exhibit 10.1
Exhibit 5	Form of 2019 Nonqualified Stock Option Award Agreement	Incorporated by reference from the Issuer’s Form 8-K filed on March 4, 2019, Exhibit 10.1
Exhibit 6	Form of 2020 Nonqualified Stock Option Award Agreement	Incorporated by reference from the Issuer’s Form 8-K filed on March 3, 2020, Exhibit 10.1
Exhibit 7	Form of 2020 Nonqualified Stock Option Award Agreement – Supplemental Award	Incorporated by reference from the Issuer’s Form 10-Q filed on June 10, 2020, Exhibit 10.5
Exhibit 8	Form of 2023 Nonqualified Stock Option Award Agreement	Incorporated by reference from the Issuer’s Form 8-K filed on March 6, 2023, Exhibit 10.1
Exhibit 9	Form of 2024 Nonqualified Stock Option Award Agreement	Incorporated by reference from the Issuer’s Form 8-K filed on March 4, 2024, Exhibit 10.1
Exhibit 10	Form of 2022 Performance Share Unit Award Agreement	Incorporated by reference from the Issuer’s Form 8-K filed on February 28, 2022, Exhibit 10.2

Exhibit 11	Form of 2023 Performance Share Unit Award Agreement	Incorporated by reference from the Issuer's Form 8-K filed on March 6, 2023, Exhibit 10.2
Exhibit 12	Form of 2024 Performance Share Unit Award Agreement	Incorporated by reference from the Issuer's Form 8-K filed on March 4, 2024, Exhibit 10.2
Exhibit 13	Nordstrom, Inc. 2010 Equity Incentive Plan	Incorporated by reference to Appendix A to the Issuer's Form DEF 14A filed on April 8, 2010
Exhibit 14	Nordstrom, Inc. 2010 Equity Incentive Plan as amended February 27, 2013	Incorporated by reference to Appendix A to the Issuer's Form DEF 14A filed on April 1, 2013
Exhibit 15	Nordstrom, Inc. 2010 Equity Incentive Plan as amended and restated February 26, 2014	Incorporated by reference from the Issuer's Form 8-K filed on March 4, 2014, Exhibit 10.4
Exhibit 16	Nordstrom, Inc. 2010 Equity Incentive Plan as amended and restated February 16, 2017	Incorporated by reference to Appendix A to Issuer's Form DEF 14A filed on April 5, 2017
Exhibit 17	Nordstrom, Inc. 2019 Equity Incentive Plan	Incorporated by reference to Appendix B to the Registrant's Form DEF 14A filed on April 12, 2019
Exhibit 18	Nordstrom, Inc. 2019 Equity Incentive Plan (2020 Amendment)	Incorporated by reference to Appendix B to the Issuer's DEF 14A filed on April 7, 2020
Exhibit 19	Nordstrom, Inc. 2019 Equity Incentive Plan (2023 Amendment)	Incorporated by reference to Appendix B to the Issuer's DEF 14A filed on April 28, 2023
Exhibit 20	Nordstrom, Inc. Employee Stock Purchase Plan (2023 Amendment)	Incorporated by reference to Appendix C to the Issuer's DEF 14A filed on April 28, 2023

**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: April 18, 2024

/s/ Erik B. Nordstrom

Erik B. Nordstrom

/s/ Peter E. Nordstrom

Peter E. Nordstrom

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## Exhibit Index

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Exhibit 4	Form of 2018 Restricted Stock Unit Award Agreement	Incorporated by reference from the Issuer's Form 8-K filed on March 8, 2018, Exhibit 10.1
Exhibit 5	Form of 2019 Nonqualified Stock Option Award Agreement	Incorporated by reference from the Issuer's Form 8-K filed on March 4, 2019, Exhibit 10.1
Exhibit 6	Form of 2020 Nonqualified Stock Option Award Agreement	Incorporated by reference from the Issuer's Form 8-K filed on March 3, 2020, Exhibit 10.1
Exhibit 7	Form of 2020 Nonqualified Stock Option Award Agreement – Supplemental Award	Incorporated by reference from the Issuer's Form 10-Q filed on June 10, 2020, Exhibit 10.5
Exhibit 8	Form of 2023 Nonqualified Stock Option Award Agreement	Incorporated by reference from the Issuer's Form 8-K filed on March 6, 2023, Exhibit 10.1
Exhibit 9	Form of 2024 Nonqualified Stock Option Award Agreement	Incorporated by reference from the Issuer's Form 8-K filed on March 4, 2024, Exhibit 10.1
Exhibit 10	Form of 2022 Performance Share Unit Award Agreement	Incorporated by reference from the Issuer's Form 8-K filed on February 28, 2022, Exhibit 10.2
Exhibit 11	Form of 2023 Performance Share Unit Award Agreement	Incorporated by reference from the Issuer's Form 8-K filed on March 6, 2023, Exhibit 10.2
Exhibit 12	Form of 2024 Performance Share Unit Award Agreement	Incorporated by reference from the Issuer's Form 8-K filed on March 4, 2024, Exhibit 10.2
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Exhibit 14	Nordstrom, Inc. 2010 Equity Incentive Plan as amended February 27, 2013	Incorporated by reference to Appendix A to the Issuer's Form DEF 14A filed on April 1, 2013
Exhibit 15	Nordstrom, Inc. 2010 Equity Incentive Plan as amended and restated February 26, 2014	Incorporated by reference from the Issuer's Form 8-K filed on March 4, 2014, Exhibit 10.4
Exhibit 16	Nordstrom, Inc. 2010 Equity Incentive Plan as amended and restated February 16, 2017	Incorporated by reference to Appendix A to Issuer's Form DEF 14A filed on April 5, 2017
Exhibit 17	Nordstrom, Inc. 2019 Equity Incentive Plan	Incorporated by reference to Appendix B to the Registrant's Form DEF 14A filed on April 12, 2019
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Exhibit 19	Nordstrom, Inc. 2019 Equity Incentive Plan (2023 Amendment)	Incorporated by reference to Appendix B to the Issuer's DEF 14A filed on April 28, 2023
Exhibit 20	Nordstrom, Inc. Employee Stock Purchase Plan (2023 Amendment)	Incorporated by reference to Appendix C to the Issuer's DEF 14A filed on April 28, 2023

**JOINT FILING AGREEMENT**

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, the undersigned agree to the joint filing with the Securities and Exchange Commission on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to certain shares of the Common Stock of Nordstrom, Inc., and further agree that this Joint Filing Agreement shall be included as an exhibit to such joint filing.

The undersigned further agree that each party hereto is responsible for the timely filing of such Schedule 13D and any amendments thereto, and for the completeness and accuracy of the information concerning such party contained therein; provided, however, that no party is responsible for the completeness or accuracy of the information concerning any other party making the filing, unless such party knows or has reason to believe that such information is inaccurate.

Dated as of April 18, 2024

/s/ Erik B. Nordstrom  
Erik B. Nordstrom

/s/ Peter E. Nordstrom  
Peter E. Nordstrom

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**POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Erik B. Nordstrom and Peter E. Nordstrom with full power to act singly, as his or her true and lawful attorney-in-fact, with full power of substitution, to: (i) sign any and all instruments, certificates and documents that may be necessary, desirable or appropriate to be executed on behalf of himself or herself, as an individual or as trustee, on behalf of a trust, pursuant to Section 13 or 16 of the Securities Exchange Act of 1934, as amended, and any and all regulations promulgated thereunder; (ii) file the same (including any amendments thereto), with all exhibits thereto, and any other documents in connection therewith, with the Securities and Exchange Commission, and any stock exchange or similar authority; and (iii) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this power of attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion, granting unto said attorney-in-fact full power and authority to do and perform each and every act and thing necessary, desirable or appropriate.

Each of the undersigned hereby grant to the attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

This power of attorney shall remain in full force and effect until revoked by the undersigned in a signed writing delivered to the attorney-in-fact.

IN WITNESS WHEREOF, this Power of Attorney has been signed as of the 18th day of April 2024.

/s/ Erik B. Nordstrom

Erik B. Nordstrom

/s/ Peter E. Nordstrom

Peter E. Nordstrom

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NONDISCLOSURE CONFIDENTIALITY AGREEMENT

April 17, 2024

Erik B. Nordstrom  
Peter E. Nordstrom  
1617 Sixth Avenue  
Seattle, Washington, 98101  
Attention: Erik B. Nordstrom and Peter E. Nordstrom

Ladies and Gentlemen:

Erik B. Nordstrom and Peter E. Nordstrom (together with the other non-Company signatories hereto, “you”) have requested of the Special Committee of the Board of Directors (the “Special Committee”) of Nordstrom, Inc. (the “Company”) that you be permitted to obtain and share certain non-public information in connection with your consideration of a possible negotiated transaction between the Company, on the one hand, and one or more of you or your controlled affiliates, on the other hand (the “Possible Transaction”), subject to and effective upon the execution and delivery of this nondisclosure confidentiality agreement (this “Agreement”). The Company is willing to furnish Proprietary Information (as defined below) to you, and permit you to share Proprietary Information with certain persons, on the terms and subject to the conditions of this Agreement.

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1. Proprietary Information; Other Defined Terms.

(a) All information concerning the Company and its subsidiaries and all other information that is furnished to you or your Representatives (as defined below) directly or indirectly by the Company or any of its Representatives, including, without limitation, trade secrets, software programs, intellectual property, data files, source code, computer chips, system designs and product designs, whether or not marked as confidential, whether furnished before or after the date hereof, whether oral, written or electronic, and regardless of the manner in which furnished, together with any notes, reports, summaries, analyses, compilations, forecasts, studies, interpretations, memoranda or other materials prepared by you or any of your Representatives that contain, reference, reflect or are based upon, in whole or in part, any such information (such notes, reports, summaries, analyses, compilations, forecasts, studies, interpretations, memoranda or other materials are referred to herein as “Derivative Materials”), is referred to herein as “Proprietary Information.” Proprietary Information does not include, however, information that (i) was or becomes available to you on a non-confidential basis from a source other than the Company or any of its Representatives, *provided* that such other source is not known by you or any of your Representatives to be bound by a confidentiality obligation to the Company or any of its affiliates with respect to such information, (ii) was or becomes generally available to and known by the public (other than as a result of a breach by you or any of your Representatives of this Agreement or a violation by you or any of your Representatives of any other confidentiality obligation to the Company or any of its affiliates), (iii) was previously in your possession as demonstrated by your written records, *provided* that such information is not known by you or any of your Representatives to be subject to another confidentiality obligation to the Company or any of its affiliates (including, without limitation, pursuant any non-use and confidentiality agreements or other obligations of secrecy to the Company or any of its affiliates, contractual or otherwise, that are applicable to them), or (iv) you can demonstrate by written evidence was independently developed by you or any of your Representatives (other than in your role as a director or employee of the Company or its subsidiaries) without derivation from, reference to or reliance upon, or using in any manner, the Proprietary Information and without breach of this Agreement or a violation by you or any of your Representatives of any other non-use or confidentiality obligation to the Company or any of its affiliates. To the extent that any Proprietary Information may include materials subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, you and the Company understand and agree that you and the Company have a commonality of interest with respect to such matters, and it is the mutual desire, intention and understanding of you and the Company that the sharing of such materials is not intended to, and shall not, waive or diminish in any way the confidentiality of such materials or their continued protection under the attorney-client privilege, work product doctrine or other applicable privilege. Accordingly, and in furtherance of the foregoing, you agree not to claim or contend that the Company has waived any attorney-client privilege, work product doctrine or any other applicable privilege by providing information pursuant to this Agreement or any subsequent definitive written agreement regarding a Possible Transaction.

(b) For purposes of this Agreement, references herein to your “Representatives” shall include only your spouses and your affiliates and your and their respective officers, directors, employees, investment bankers, financial advisors, accountants, legal counsel, consultants, other advisors and, only if you receive the prior written consent of the Company, potential sources of capital or financing (debt, equity or otherwise) (provided that, subject to compliance with Paragraph 10(a) hereof with respect to such persons, no such consent shall be required with respect to (I) any potential source of financing mutually agreed in writing or (II) any potential source of financing who is a Family Owner (as defined below) who executes a confidentiality and standstill agreement directly with the Company or joinder to this Agreement agreeing to be subject to your obligations hereunder (in each case, in a form reasonably acceptable to the Company)); *provided* that none of the Company or its subsidiaries shall be deemed to be your Representative, and “Representatives” in respect of the Company or the Special Committee shall mean their respective officers, directors, employees, investment bankers, financial advisors, accountants, legal counsel, consultants and other agents and representatives; *provided* that you shall not be deemed to be a Representative of the Company. As used in this Agreement, (i) the term “person” shall be broadly interpreted to include, without limitation, any corporation, company, limited liability company, partnership, joint venture, trust, other entity or individual and (ii) the term “affiliate” shall have the meaning ascribed thereto in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended (the “Exchange Act”).

(c) The confidentiality and use obligations set forth herein with respect to Proprietary Information shall not restrict Erik B. Nordstrom and Peter E. Nordstrom from carrying out their duties as members of the Company's and its subsidiaries' management, and to the extent applicable, members of the boards of directors of the Company and its subsidiaries, in each case that are unrelated to the Possible Transaction, or if related to a Possible Transaction, in (and solely in) such person's capacity as an officer or director of the Company or any of its subsidiaries, provided that each of them shall continue to be bound by all other non-use and confidentiality agreements or other obligations of secrecy to the Company or any of its affiliates, contractual or otherwise, that are applicable to them.

2. Use of Proprietary Information and Confidentiality; Transaction Information to Remain Confidential. Except as (i) otherwise permitted under this Agreement (including, without limitation, in accordance with Paragraph 1(c)), (ii) otherwise agreed to in writing by the Company, or (iii) to the extent permitted by this Agreement, if requested or required by applicable law, regulation, stock exchange rule or other market or reporting system or by legal, judicial, regulatory or administrative process (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) ("Legally Required"), you shall, and shall direct your Representatives to, (a) keep all Proprietary Information confidential and not disclose or reveal any Proprietary Information to any person other than your Representatives who are participating in evaluating, negotiating or advising with respect to the Possible Transaction or who otherwise need to know the Proprietary Information for the purpose of evaluating, negotiating or advising with respect to the Possible Transaction (all of whom shall be specifically informed of the confidential nature of such Proprietary Information and directed to abide by the terms of this Agreement applicable to Representatives), (b) not use any Proprietary Information for any purpose other than in connection with evaluating, negotiating or advising with respect to the Possible Transaction or the consummation of the Possible Transaction, and (c) not disclose to any person (other than your Representatives who are participating in evaluating, negotiating or advising with respect to the Possible Transaction, in any such case, whom you will direct to observe the terms of this Agreement relating to the confidential treatment and use of Transaction Information (as defined below)) the existence or terms of this Agreement, that Proprietary Information has been made available, that you, the Company, or any other persons are considering the Possible Transaction or any alternative transaction involving the Company, that you are subject to any of the restrictions set forth in this Agreement, that investigations, discussions or negotiations are taking or have taken place concerning the Possible Transaction or involving the Company, any term, condition or other matter relating to the Possible Transaction or such investigations, discussions or negotiations, including, without limitation, the status thereof, or any information that could enable such other person to identify the Company or any of its affiliates, or any other persons, as a party to any discussions or negotiations with you or others (the items described in this clause (c), "Transaction Information"). Without limiting the foregoing, neither you nor any of your Representatives will, without the prior written consent of the Company, enter into any Exclusive Arrangement with any potential source of capital or financing (debt, equity or otherwise), including, for the avoidance of doubt, any of your Representatives, in connection with the Possible Transaction; provided that, without such prior written consent, you may enter into an Exclusive Arrangement with one or more Family Owners who are your Representatives, subject to compliance with the other terms and conditions of this Agreement. For purposes of this Agreement, an "Exclusive Arrangement" means any agreement, arrangement or understanding, whether written or oral, with any potential source of capital or financing (debt, equity or otherwise), including, for the avoidance of doubt, any of your other Representatives, which does, or could be reasonably expected to, legally or contractually limit, restrict or otherwise impair in any manner, directly or indirectly, such source from consummating a transaction involving the Company or any of its affiliates or acting as a potential source of capital or financing (debt, equity or otherwise) to any other person with respect to a potential transaction with the Company or any of its affiliates. If the Special Committee, the Company or any of their respective Representatives publicly disclose any Transaction Information (other than to other Representatives of the Company or Special Committee who need to know such information in connection with a Possible Transaction) then you shall also be permitted to disclose such disclosed Transaction Information and any additional Transaction Information required to make the disclosed Transaction Information not misleading in a material respect.

3. Legally Required Disclosure. In the event that you (or any of your Representatives) should be Legally Required to disclose any Proprietary Information or Transaction Information, you shall, to the extent legally permissible and reasonably in advance of such disclosure, provide the Company with prompt written notice of such requirement. You also agree, to the extent legally permissible, to provide the Company, in advance of any such disclosure, with a list of any Proprietary Information and Transaction Information that you intend (or that your Representative intends) to disclose (and, if applicable, the text of the disclosure language itself) and to cooperate with the Company (at the Company's sole expense) to the extent it may seek to limit such disclosure, including, without limitation, if requested, taking all reasonable steps to resist or avoid (to the extent legally permissible) any such legal, judicial, regulatory or administrative process. If you are (or any of your Representatives is) Legally Required to disclose any Proprietary Information or Transaction Information, you or your Representative, as applicable, (a) will exercise reasonable best efforts to obtain assurance that confidential treatment will be accorded to that Proprietary Information or Transaction Information, as applicable, and (b) may disclose, without liability hereunder, such portion of the Proprietary Information or Transaction Information that, according to the advice of your counsel, is Legally Required to be disclosed (the "Public Disclosure"); *provided, however*, that, to the extent legally permissible prior to such disclosure, you shall have considered in good faith the Company's suggestions concerning the scope and nature of the information to be contained in the Public Disclosure. Notwithstanding the foregoing, your Representatives who are accounting firms may disclose Derivative Materials to the extent, if any, required by law, rule, regulation or applicable professional standards of the American Institute of Certified Public Accountants, Public Company Accounting Oversight Board or state boards of accountancy or obligations thereunder, provided that, to the extent permitted by law or regulation, prior written notice of any such required disclosure will be provided to the Company.

4. Responsibility for Representatives. You agree that you shall, at your sole expense, undertake all reasonable measures (i) to restrain your Representatives from prohibited or unauthorized disclosure or use of any Proprietary Information or Transaction Information and (ii) to safeguard and protect the confidentiality of the Proprietary Information and the Transaction Information disclosed to you or any of your Representatives and to prevent the use of any Proprietary Information or Transaction Information in any way that would violate any antitrust or other applicable law or this Agreement. You will notify the Company promptly in writing of any breach of this Agreement by you or, to your knowledge, your Representatives. You will be responsible for any breach of this Agreement by you and any deemed breach of this Agreement by any of your Representatives (which shall include any failure by your Representatives to comply with directives that you are required to give to your Representatives hereunder). You are aware, and will advise your Representatives to whom any Proprietary Information or Transaction Information is disclosed, of the restrictions imposed by applicable securities laws on the purchase or sale of securities by any person who has received material, non-public information about the issuer of such securities and on the communication of such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell such securities in reliance upon such information.

5. No Representations Regarding Proprietary Information.

(a) You understand and agree that neither the Company nor any of its Representatives makes any representation or warranty, express or implied, on which you may rely as to the accuracy or completeness of the Proprietary Information for your purposes and that only those representations and warranties made by the Company in a subsequent definitive written agreement related to the Possible Transaction, if any, and subject to such limitations and restrictions as may be specified therein, shall have any legal effect. You agree that, other than as may be set forth in such definitive written agreement, neither the Company nor any of its Representatives shall have any liability whatsoever to you or any of your Representatives, including, without limitation, in contract, tort or under federal or state securities laws, relating to or resulting from the use of the Proprietary Information or any errors therein or omissions therefrom.

(b) Without limiting the generality of Paragraph 5(a), the Proprietary Information may include certain statements, estimates and projections with respect to the Company's anticipated future performance. Such statements, estimates and projections reflect various assumptions made by the Company, which assumptions may or may not prove to be correct, and are subject to various risks and uncertainties. No representations, warranties or assurances are made by the Company or any of its Representatives as to such assumptions, statements, estimates or projections, including, without limitation, any budgets, and you hereby waive any claims in respect thereof.

(c) You acknowledge and agree that (i) the Company shall be free to conduct any process for an acquisition or business combination transaction involving the Company as the Company in its sole and absolute discretion shall determine (including, without limitation, negotiation with any other person and, other than solely as may be required in your capacity as a director of the Company, entering into a definitive written agreement without prior notice to you or any other person) and (ii) the Company reserves the right, in its sole and absolute discretion, to reject any proposals and to terminate discussions and negotiations with you at any time for any reason whatsoever; provided, that if the Special Committee informs you in writing within sixty days of the date hereof that it is no longer considering a Possible Transaction (which, for the avoidance of doubt, shall not include a rejection of a proposal for a Possible Transaction), your restrictions and obligations under Paragraph 7 shall terminate and be of no further force or effect.

6. Return or Destruction of Proprietary Information. Upon the Company's request, subject to the provisions of Paragraph 1(c), you shall (and shall direct your Representatives to) promptly (and in any event within five days) either (at your or your Representative's option) return to the Company or destroy (and certify such destruction to the Company in writing) all copies or other reproductions of Proprietary Information, other than any Derivative Materials, in your possession or the possession of any of your Representatives, and shall not retain any copies or other reproductions, in whole or in part, of such materials. You shall (and shall direct your Representatives to) destroy all Derivative Materials (including, without limitation, expunging all such Derivative Materials from any computer, word processor or other device containing such information), and such destruction will be certified in writing to the Company. Notwithstanding the foregoing, you and your Representatives may retain (a) data or electronic records containing Proprietary Information for the purposes of backup, recovery, contingency planning or business continuity planning so long as such data or records are not accessible in the ordinary course of business and are not accessed except as required for backup, recovery, contingency planning or business continuity planning purposes, and (b) one copy each exclusively for regulatory or records retention policy compliance and for dispute resolution; provided, that any such Proprietary Information may not be accessed or used for any other purpose. Notwithstanding the return or destruction of Proprietary Information required by this Paragraph 6, you and your Representatives shall continue to be bound by all duties and obligations hereunder in accordance with the terms hereof. For avoidance of doubt, this Paragraph 6 shall not apply to any information that would constitute Proprietary Information and/or Derivative Materials but was received by you in your role as a director or employee of the Company or its subsidiaries.

7. Standstill. You hereby represent to the Company that, as of the date hereof, except as set forth in reports filed prior to the date hereof with the U.S. Securities and Exchange Commission, neither you nor, to your knowledge, any of your present Representatives as of the date hereof, has beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of any securities of the Company or any of its subsidiaries. In consideration for your being permitted to share Proprietary Information with certain persons, you agree that, unless requested in writing in advance by the Special Committee's Representatives (for so long as the Special Committee is in existence and the Company's Representatives acting at the direction of the independent and disinterested members of the Board of Directors after the Special Committee has been disbanded), neither you nor your Representatives will, at any time during the twelve month period commencing on the date hereof (or, at any time during such period, assist, advise, act in concert or participate with or knowingly encourage others to), directly or through others (including, without limitation, in your capacity as a trustee): (a) acquire (or agree, offer, seek or propose to acquire, in each case, publicly or privately), by purchase, tender offer, exchange offer, agreement or business combination or in any other manner, any ownership, including, but not limited to, beneficial ownership, as defined in Rule 13d-3 under the Exchange Act, of any material assets or businesses or any securities of the Company or any direct or indirect subsidiary thereof, or any rights or options to acquire such ownership (including, without limitation, from any third party) (provided that this clause (a) shall not prohibit (i) any of you from gifting or otherwise transferring to another signatory hereto, shares of common stock held by you (provided that you give the Company written notice of the details of any such gift or transfer no later than three days after it is made) or from acquiring shares of stock pursuant to distributions to shareholders of the Company by the Company, (ii) Erik B. Nordstrom and Peter E. Nordstrom from being awarded or receiving any grants of equity awards or equity securities of the Company upon vesting or exercise of such awards pursuant to their roles as members of the Company's management and/or the Company's board of directors); (iii) any of you or any of your parents, step-parents, spouses, aunts, uncles, children, nephews, nieces, cousins, or other blood relatives, and any trusts for which you now or in the future serve in any administrative or trust capacity (collectively, the "Family Owners," and each individually, a "Family Owner") or for which any Family Owner is a trustee or beneficiary, from making or receiving *bona fide* gifts or transfers of any equity securities of the Company from any other Family Owner, (iv) any transfer or acquisition of rights or beneficial ownership in respect of any equity securities of the Company made in respect of *bona fide* estate planning, resulting from or to give effect to, any estate plans; or (v) acting in any fiduciary role with respect to any Family Owner(s), or trust for the benefit of such Family Owner(s), including, but not limited to, executor, trustee, attorney-in-fact, agent, and/or custodian, and taking all any and all actions required thereby; (b) publicly or privately offer to enter into, or publicly or privately propose (except in your capacity as an officer of the Company where the Company is acting as an acquirer, in each case only if expressly invited to do so by the Special Committee), any merger, business combination, recapitalization, restructuring or other extraordinary transaction with the Company or any direct or indirect subsidiary thereof; (c) unless (i) the Board of Directors or the Special Committee adversely alters the status, duties and terms of employment (other than changes to compensation in the ordinary course of business by the Compensation Committee of the Board) in a material respect or expressly threatens the employment status of Erik B. Nordstrom or Peter E. Nordstrom or requests either of their resignations as an officer, employee or director of the Company, or (ii) the Board of Directors or any committee thereof proposes to seek the resignation of Erik Nordstrom or Peter Nordstrom from the Board of Directors or communicates an intent not to nominate them for re-election as members of the Board of Directors, (A) initiate any stockholder proposal, or except in your capacity as a director or officer of, in each case only if expressly directed to do so by the Company's board of directors, the Company with respect to any annual or special meeting called by the Board of Directors, the convening of a stockholders' meeting of or involving the Company or any direct or indirect subsidiary thereof; or (B) solicit proxies (as such terms are defined in Rule 14a-1 under the Exchange Act), whether or not such solicitation is exempt pursuant to Rule 14a-2 under the Exchange Act, with respect to any matter, except in your capacity as an officer or director of the Company, in each case only if expressly directed to do so by the Company's board of directors, otherwise seek to influence, advise or direct the vote of, holders of any shares of capital stock of the Company or any securities convertible into or exchangeable or exercisable for (in each case, whether currently or upon the occurrence of any contingency) such capital stock, or make any communication exempted from the definition of solicitation by Rule 14a-1(I)(2)(iv) under the Exchange Act; (d) other than discussions, negotiations, agreements, arrangements or understandings among yourselves and your Representatives with respect to the Possible Transaction in compliance with this Agreement, enter into any discussions, negotiations, agreements, arrangements or understandings with any other person with respect to any matter described in the foregoing clauses (a) through (c) or form, join or participate in a "group" (within the meaning of Section 13(d)(3) of the Exchange Act) to vote, acquire or dispose of any securities of the Company or any of its subsidiaries; or (e) other than as expressly permitted by this Agreement (x) make any public disclosure, or (y) take any action that could reasonably be expected to require you or the Company to make a public disclosure, with respect to any of the matters set forth in this Agreement. Notwithstanding anything in this Paragraph 7 to the contrary, you may (1) unless otherwise requested by the Special Committee, enter into discussions with the Special Committee and its Representatives to explore a Possible Transaction, and (2) make requests (but only privately to the Company and not publicly) for amendments, waivers, consents under or agreements not to enforce clauses (a) through (c) of this Paragraph 7 and may make proposals or offers (but only privately to the Company not publicly) regarding the transactions contemplated by clauses (a) through (c) of this Paragraph 7, in each case under this clause (2), at any time after a Fundamental Change Event (as defined below). A "Fundamental Change Event" means the Company has after the date of this Agreement entered into a definitive written agreement providing for (i) any acquisition of 30% or more of the voting securities of the Company by any person or group, (ii) any acquisition of a majority of the consolidated assets of the Company and its subsidiaries by any person or group, or (iii) any tender or exchange offer, merger or other business combination or any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction (provided that, in the case of any transaction covered by the foregoing clause (iii), immediately following such transaction, any person, other than you or your controlled affiliates (or the direct or indirect shareholders of such person), will beneficially own a majority of the outstanding voting power of the Company or the surviving parent entity in such transaction). For purposes of this Paragraph 7, the following will be deemed to be an acquisition of beneficial ownership of securities: (1) establishing or increasing a call equivalent position, or liquidating or decreasing a put equivalent position, with respect to such securities within the meaning of Section 16 of the Exchange Act; or (2) entering into any swap or other arrangement that results in the acquisition of any of the economic consequences of ownership of such securities, whether such transaction is to be settled by delivery of such securities, in cash or otherwise. For purposes of this Paragraph 7, any acquisition of beneficial ownership of securities shall not include an acquisition pursuant to any stock split, reverse stock split, recapitalization, reclassification of shares, or similar transaction, in each case undertaken by the Company.

8. No Solicitation of Employees. You agree that, without the prior written consent of the Company, you shall not (and you shall direct your Representatives not to), for a period of two years after the date hereof, directly or through others, solicit the services of or employ, as employee, consultant or otherwise, (a) any executive officer or member of the board of directors of the Company (other than your family members) or (b) any other person (other than your family members) who is employed by the Company or any of its direct or indirect subsidiaries on the date hereof or at any other time hereafter and prior to the termination of discussions between you and the Company with respect to the Possible Transaction and whose annual salary (at the time of any such solicitation) exceeded \$200,000 (any such person described in clause (b) referred to herein as an “Other Employee”); provided, however, that the foregoing shall not preclude (1) the solicitation (or employment as a result of the solicitation) of Other Employees whose employment has been terminated or (2) the solicitation (or employment as a result of the solicitation) of Other Employees through (i) public advertisements or general solicitations that are not specifically targeted at such person(s) or (ii) recruiting or search firms retained by you, or internal search personnel who did not have access to Proprietary Information, using a database of candidates without targeting the Company or specific individuals, without direction or knowledge on your behalf by any person who had access to Proprietary Information. You agree that you and your Representatives will not, without the prior written consent of the Company, engage in discussions with management of the Company regarding the terms of their post-transaction employment or equity participation as part of, in connection with or after a Possible Transaction, unless and until a definitive agreement is executed and delivered with respect to the Possible Transaction.

9. Ownership of Proprietary Information. You agree that the Company is and shall remain the exclusive owner of the Proprietary Information (other than Derivative Materials to the extent created by you, other than Proprietary Information reflected therein) and all patent, copyright, trade secret, trademark, domain name and other intellectual property rights therein. No license or conveyance of any such rights or any portions thereof to you or any of your Representatives is granted or implied under this Agreement.

#### 10. Certain Process Matters.

(a) Subject to and effective upon the execution and delivery of this Agreement, upon a recommendation from the Special Committee, a majority of the members of the Board of Directors has approved in advance, for purposes of Section 23B.19.040(1) of the Washington Business Corporation Act (the "Washington Act"), the formation of a group among the signatories hereto and certain other persons who are not yet members with you of a "group" under Section 13(d)(3) of the Exchange Act (the "Transaction Group") that may, as a result of the Transaction Group's "beneficial ownership" (as defined in the Washington Act) of shares of the Company's common stock constitute an "acquiring person" as defined in the Washington Act. Each of you (i) represents and warrants to the Company that prior to the execution and delivery of this Agreement such person has not taken any actions that, but for the prior approval of the Board, would require approvals under Section 23B.19.040(1)(a)(iii) of the Washington Business Corporation Act and (ii) covenants that such person shall not take any actions that, but for the prior approval of the Board, would require approvals under Section 23B.19.040(1)(a)(iii) of the Washington Business Corporation Act. It is understood and agreed that each of you that is a signatory hereto is executing and delivering this Agreement individually, that no decision has been made by you at this time to form, join or participate in a "group" (within the meaning of Section 13(d)(3) of the Exchange Act) (other than as between the signatories hereto) to vote, acquire or dispose of any securities of the Company or any of its subsidiaries or to act as a partnership, syndicate, or other group for the purpose of acquiring, holding, or dispersing of any securities of the Company or any of its subsidiaries, and that the execution and delivery of this Agreement by all signatories does not, in and of itself, give rise to the formation of such a "group", partnership, syndicate, or other group. Upon the formation of any partnership, syndicate, or other group within the meaning of Section 23B.19.020(12) of the Washington Act between you and one or more members of the Transaction Group other than the signatories hereto, such other person shall promptly execute and deliver to the Company a joinder to this Agreement agreeing to be bound by your obligations hereunder. Notwithstanding whether any partnership, syndicate, or other group for the purpose of acquiring, holding or dispersing of securities of the Company within the meaning of Section 23B.19.020(12) of the Washington Act has been formed between or among any members of the Transaction Group, the Transaction Group shall automatically, and without any further action by any person, be disbanded on the date that is the earlier of twelve months after the date hereof and the date on which you notify the Company in writing that you have elected to cease participating in the Transaction Group, which disbandment shall be binding upon all members of the Transaction Group. You acknowledge and agree that (a) after the disbandment of the Transaction Group, neither you nor any other members of the Transaction Group shall form another partnership, syndicate, or other group within the meaning of Section 23B.19.020(12) of the Washington Act (whether composed of some or all of the persons who are members of the Transaction Group or some or all of such persons and other persons) that may be considered an "acquiring person" under the Washington Act, and (b) the additional board and shareholder voting requirements set forth in Section 23B.19.040(1)(a)(iii) of the Washington Act will be required with respect to any "significant business transaction" (as defined in the Washington Act) involving any such new partnership, syndicate, or other group (or "affiliates" or "associates" (as such terms are defined in the Washington Act) thereof) and the Company during the five year period following the formation of such new partnership, syndicate, or other group, unless, prior to such formation, the formation of such new partnership, syndicate, or other group is approved by a majority of the Board of Directors consisting of independent and disinterested members of the Board of Directors. This Paragraph 10(a) shall survive the termination of this Agreement.

(b) You agree as follows: (i) you shall keep the Special Committee informed on a current basis of the status of discussions with Representatives that are possible financing sources and (ii) following the delivery of any proposal relating to a Possible Transaction submitted by you or your Representatives to the Special Committee, you shall provide the Special Committee with documentation regarding such discussions that is reasonably responsive to requests from the Special Committee.

(c) For the avoidance of doubt, Moelis & Company LLC ("Moelis") has been permitted to contact persons until the date hereof for the sole purpose of evaluating their interest in being a source of financing for a Possible Transaction, provided that (i) Moelis has not contacted any persons whom Moelis, you or your other Representatives knew has entered into a confidentiality agreement with the Company, (ii) Moelis, you and your other Representatives have not disclosed any Confidential Information to any such person, which Confidential Information may only be disclosed pursuant to a confidentiality agreement, if any, entered into between the Company and such person, and (iii) no later than the date hereof, you shall have provided the Special Committee with a list of persons contacted by Moelis, and any persons who contacted Moelis or you, regarding a Possible Transaction and identify any such persons who are interested in being a source of financing for a Possible Transaction.

#### 11. Miscellaneous.

(a) The parties acknowledge that irreparable damage would occur to the Company or you if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, you and the Company agree that a party, without prejudice to any rights and remedies otherwise available, shall be entitled to equitable relief, including, without limitation, specific performance and injunction, in the event of any breach or threatened breach by a party or its Representatives of the provisions of this Agreement without proof of actual damages. Neither party will oppose the granting of such relief on the basis that there is an adequate remedy at law. No party shall seek, and each party will waive any requirement for, the securing or posting of a bond in connection with a party seeking or obtaining such relief.

(b) The parties agree that no failure or delay by the other party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. No party's waiver of any right, power or privilege hereunder, and a party's consent to any action that requires its consent hereunder, shall be effective only if given in writing by such party.

(c) If any provision contained in this Agreement or the application thereof to you, the Company or any other person or circumstance shall be invalid, illegal or unenforceable in any respect under any applicable law as determined by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions contained in this Agreement, or the application of such provision to such persons or circumstances other than those as to which it has been held invalid, illegal or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. In the case of any such invalidity, illegality or unenforceability, such invalid, illegal or unenforceable provision shall be replaced with one that most closely approximates the effect of such provision that is not invalid, illegal or unenforceable. Should a court refuse to so replace such provision, the parties hereto shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the parties hereto.

(d) This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Any assignment of this Agreement by you (including, without limitation, by operation of law) without the prior written consent of the Company shall be void. Any purchaser of the Company or of all, or substantially all, the Company's assets shall be entitled to the benefits of this Agreement, whether or not this Agreement is assigned to such purchaser.

(e) This Agreement (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior discussions, negotiations, agreements, arrangements and understandings between the parties hereto with respect to the subject matter hereof, (ii) may be amended or modified only in a written instrument executed by the parties hereto, and (iii) shall, except as otherwise specifically set forth herein, cease to be effective three years after the date hereof; provided, however, that the confidentiality provisions contained herein shall continue to apply to you so long as you or any of your Representatives retain copies of any Proprietary Information or Transaction Information. Without limiting the generality of the preceding sentence, any "click-through" or similar confidentiality agreement entered into by a Receiving Party or any of its Representatives in connection with accessing any electronic data room will have no force or effect, whether entered into before, on or after the date hereof.

(f) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WASHINGTON APPLICABLE TO CONTRACTS EXECUTED IN AND TO BE PERFORMED IN THAT STATE. Each party hereto irrevocably and unconditionally consents to submit to the exclusive personal jurisdiction of the courts of the State of Washington and the United States of America, in each case located in King County, Washington, for such actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any such action, suit or proceeding except in such courts). Notwithstanding the foregoing, any party hereto may commence an action, suit or proceeding with any governmental entity anywhere in the world for the sole purpose of seeking recognition and enforcement of a judgment of any court referred to in the preceding sentence. Each party hereto irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby in the courts of the State of Washington and the United States of America, in each case in King County, Washington, and further waives the right to, and agrees not to, plead or claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Service of any process, summons, notice or document by U.S. registered mail to your address set forth below or to the Company's address set forth below shall be effective service of process for any action, suit or proceeding brought against you or the Company, as applicable, in any court of competent jurisdiction. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(g) Any notice or other communication required or permitted under this Agreement shall be treated as having been given or delivered when (i) delivered personally or by overnight courier service (costs prepaid), (ii) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment, or (iii) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case, subject to the preceding sentence, to the addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number, e-mail address or person as such party may designate by a written notice delivered to the other party hereto). You also agree not to initiate or maintain contact related to the Possible Transaction with any Representative (other than the Company's financial advisors and counsel), customer or supplier of the Company (or any of its affiliates), except with the express permission of the Company.

(h) When this Agreement calls for the consent of the Company, instructions by the Company, waivers by the Company, or any similar actions by the Company, or any notice to the Company, it means a consent, instruction, waiver or similar action by, and notice to, the Special Committee or any person designated by the Special Committee for so long as the Special Committee is in existence. After the date that the Special Committee has been disbanded, any references in this Agreement to the Special Committee shall be deemed a reference to the Company acting at the direction of the independent and disinterested members of the Board of Directors unless the Board of Directors empowers another committee of the Board of Directors with authority relating to a possible transaction with you (in which case any references to the Special Committee shall refer to such committee).

(i) This Agreement also constitutes notice to you that the Special Committee has engaged Sidley Austin LLP ("Sidley") as its legal counsel in connection with the Possible Transaction. Notwithstanding the fact that Sidley may have represented, and may currently represent, the Company, you and/or any of your Representatives with respect to matters unrelated to the Possible Transaction, you (on behalf of yourself and your affiliates) hereby (i) consent to Sidley's continued representation of the Special Committee in connection with the Possible Transaction, (ii) waive any actual or alleged conflict that may arise from Sidley's representation of the Special Committee in connection with the Possible Transaction, and (iii) agree that Sidley will be under no duty to disclose any confidential information of the Company to you. By entering into this Agreement, you hereby acknowledge that the Company and Sidley will be relying on your consent and waiver provided hereby. In addition, you hereby acknowledge that your consent and waiver under this Paragraph 11(i) is voluntary and informed, and that you have obtained independent legal advice with respect to this consent and waiver. If you have any questions regarding this Paragraph 11(i), please contact Gary Gerstman and Derek Zaba at Sidley Austin LLP at (312) 853-2060 and (650) 565-7131 or at ggerstman@sidley.com and dzaba@sidley.com.

(j) You and the Company each agree that unless a definitive agreement is executed and delivered with respect to the Possible Transaction (in which case, until such execution and delivery), neither the Company nor you intends to be, nor shall either of us be, under any legal obligation with respect to the Possible Transaction or otherwise, by virtue of any written or oral expressions by our respective Representatives with respect to the Possible Transaction, including, without limitation, any obligation to commence or continue discussions or negotiations, except for the matters specifically agreed to in this Agreement.

(k) For the convenience of the parties, this Agreement may be executed by PDF, facsimile or other electronic means and in counterparts, each of which shall be deemed to be an original, and both of which, taken together, shall constitute one agreement binding on both parties hereto.

*[Signature pages follow]*

Please confirm your agreement with the foregoing by signing and returning to the undersigned the duplicate copy of this Agreement enclosed herewith.

Very truly yours,

Nordstrom, Inc.

By: /s/ Ann Munson Steines

Name: Ann Munson Steines

Title: Chief Legal Officer, General Counsel

Address: 1617 Sixth Avenue, Seattle, Washington 98101

Attention: Ann Munson Steines, Chief Legal Officer, General Counsel and Corporate Secretary

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ACCEPTED AND AGREED AS OF THE ABOVE DATE

/s/ Erik B. Nordstrom

Erik B. Nordstrom

/s/ Peter E. Nordstrom

Peter E. Nordstrom

PETE AND BRANDY NORDSTROM 2012 CHILDREN'S TRUST

By: /s/ Erik B. Nordstrom

Name: Erik B. Nordstrom

Title: Trustee

PETE AND BRANDY MFN 2010 TRUST

By: /s/ Erik B. Nordstrom

Name: Erik B. Nordstrom

Title: Trustee

PETE AND BRANDY CFN 2012 TRUST

By: /s/ Erik B. Nordstrom

Name: Erik B. Nordstrom

Title: Trustee

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ERIK AND JULIE NORDSTROM 2012 SDN TRUST

By: /s/ Peter E. Nordstrom

Name: Peter E. Nordstrom

Title: Trustee

BRUCE & JEANNIE NORDSTROM 2010 MFN TRUST

By: /s/ Peter E. Nordstrom

Name: Peter E. Nordstrom

Title: Trustee

BRUCE & JEANNIE NORDSTROM 2012 CFN TRUST

By: /s/ Peter E. Nordstrom

Name: Peter E. Nordstrom

Title: Trustee

1976 BRUCE A. NORDSTROM TRUST (aka ELIZABETH NORDSTROM 1976 TRUST FBO BRUCE NORDSTROM)

By: /s/ Peter E. Nordstrom

Name: Peter E. Nordstrom

Title: Co-Trustee

By: /s/ Erik B. Nordstrom

Name: Erik B. Nordstrom

Title: Co-Trustee

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FRANCES W. NORDSTROM TRUST FBO BAN, created under will dated April 4, 1984

By: /s/ Peter E. Nordstrom

Name: Peter E. Nordstrom

Title: Co-Trustee

By: /s/ Erik B. Nordstrom

Name: Erik B. Nordstrom

Title: Co-Trustee

Address: 1617 Sixth Avenue, Seattle, Washington 98101

Attention: Erik B. Nordstrom and Peter E. Nordstrom

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