

# NORDSTROM CREATIVE SERVICES TERMS AND CONDITIONS

These Creative Services Terms and Conditions (“**Terms**”) are a part of each Statement of Work (“**SOW**”) submitted by Nordstrom, Inc. or one of its affiliates (“**Nordstrom**”) or otherwise between Nordstrom and the person or entity engaged by Nordstrom to provide services, including any assistants, or other support staff for the person or entity engaged to provide services (“**Supplier**”). These Terms and the applicable SOW are a binding agreement (the “**Agreement**”) between Supplier and Nordstrom and, as applicable, any agency representing Supplier (“**Agency**”).

Nordstrom objects to any different or additional terms in Supplier’s acceptance or any other document transmitted on behalf of Supplier. Nordstrom’s objection to different or additional terms shall not be waived by acceptance of services or by payment of any invoice. If any of these Terms conflict with any provision of the SOW, then the conflicting term in the SOW will apply. Any Agency terms and conditions, whether accepted by Nordstrom in connection with confirming Supplier’s booking, are rejected by Nordstrom

1. Services. Supplier will provide certain services (“**Services**”) as described in the SOW. All Services will be rendered to the best of Supplier’s ability, in a timely and professional manner. Supplier and Agency will comply with applicable federal, state, provisional, regional, and local laws, and regulations in performing all services for Nordstrom. Supplier may not subcontract or otherwise delegate its obligations under the Agreement without Nordstrom’s prior written consent. Upon completion of the Services, Nordstrom will determine if the Services conform to the requirements set forth in the SOW and notify Supplier in writing of any deficiencies, which Supplier will correct within five (5) business days, unless specified otherwise within the SOW.
2. Compensation. Supplier or Agency will invoice Nordstrom for amounts due for Services provided according to the schedule set forth in the SOW. Unless otherwise set forth in the SOW, Nordstrom will pay all undisputed amounts due under an invoice within 30 days of Nordstrom’s receipt of the invoice. Nordstrom will only be responsible for paying invoices based on the fees and expenses set forth in the applicable SOW.
3. Supplier Compensation. Supplier or Agency who engage individuals who are residents of or performing Services in Alaska, Arizona, California, Colorado, Connecticut, Hawaii, Idaho, Illinois, Massachusetts, Missouri, Nevada, New Hampshire, New Mexico, Oregon, South Carolina, Texas, Utah, and the District of Columbia, Supplier or Agency shall pay for the individual’s Services on the last day the individual performs Services, regardless of whether Supplier or Agency would otherwise be required to do so by applicable law or by Supplier or Agency’s agreement with the individual. In all other jurisdictions, Supplier or Agency shall make timely payment to individuals engaged to perform Services.
4. Term and Termination. The Agreement is effective from the Effective Date until the completion of the Services and the License Term. Nordstrom may terminate the Agreement for any reason upon ten (10) days’ written notice to Supplier or Agency, with email sufficing. Additionally, either Supplier or Nordstrom may terminate the Agreement for cause in the event that the other party materially defaults in the performance of any of its duties or obligations and fails to remedy such default within twenty (20) days after receipt of written notice, email sufficing. Nordstrom is only liable to pay for Services performed prior to termination. At any time upon request from Nordstrom and upon termination of this Agreement, Supplier will deliver to Nordstrom in tangible form the Content. Additionally, upon termination, Supplier and Agency will return all Confidential Information to Nordstrom and confirm destruction of the same. Sections 5 – 13 of these Terms will survive termination or expiration.
5. Independent Contractor. Supplier and Agency are engaged as independent contractors for Nordstrom and are not by the Agreement constituted or appointed the legal representative or agent of Nordstrom, and neither Supplier or Agency has the right or authority to make any representation or to incur any type of liability or any obligation of any kind against, in the name of, or on behalf of Nordstrom, whether directly or indirectly. Supplier and Agency are responsible for ensuring any person assigned to perform Services are properly classified as independent contractors. Supplier and Agency agree that, because Supplier and Agency are not employees of Nordstrom, Supplier and Agency are not entitled to any (a) wages; (b) medical, dental, or life insurance benefits (including but not limited to holiday, sick or vacation, pay, unemployment, workers compensation, medical or other insurance); (c) 401(k), profit sharing or merchandise or product discount; (d) payment of federal, state and local taxes, fees, assessments, licensee fees, or (e) any and all other benefits which are offered by Nordstrom to Nordstrom employees. Unless otherwise agreed by Nordstrom in writing, Supplier will provide all equipment and supplies required to perform the Services. Supplier or Agency will be solely liable for all social security, unemployment and other taxes related to payments made pursuant to the Agreement.
6. Confidentiality. The parties agree that any exchange of Confidential Information will be governed by the terms set forth in Appendix B.
7. Usage Rights. Supplier hereby grants to Nordstrom the right to use the Content as further set forth in the applicable SOW and Appendix A.

8. Representations and Warranties. Supplier and Agency represent and warrant that: (i) Supplier and Agency have the power and authority to enter into and perform its obligations under the Agreement; (ii) Agency is the agent of Supplier with authority to schedule on behalf of Supplier to perform the requested services, and to bind Supplier and any other necessary third parties to the Agreement, including any assignments and waivers; (iii) Supplier's performance will be of the highest standard of care, skill, and diligence normally provided by professionals or experts in the performance of such Services or similar services; (iv) Supplier's performance under the Agreement will not breach or otherwise violate any other agreement to which the Supplier is a party, including any collective bargaining or union or guild membership agreement to which Supplier or its employees, officers, owners, agents, or contractors is a signatory; (v) Supplier and Agency will comply with applicable national, state, provincial, regional, and local laws and regulations in performing the Services; (vi) Supplier is the owner of, or has the right to grant the rights granted in the Agreement to, all right, title, and interest in all Content; (vii) the Content and use of the Content does not violate any right of privacy or any intellectual property right of a third party; (viii) the creation of the Content is a non-union production; and (ix) no union-required residuals, reuse fees, pension, health, and welfare benefits or other payments will be paid to Supplier or Agency or their employees, officers, owners, agents, or contractors or any other entity, including any unions or guilds (e.g., SAG-AFTRA, DGA) for Supplier's or Agency's or their employees, officers, owners, agents, or contractors' participation, appearance, or contribution to any Content.
9. Supplier's Publication of Content. If the Services will involve Supplier posting or publishing any Content to a social media account or other website or platform, or Supplier will otherwise publish any Content in connection with the Services, the following apply:
- a. Supplier will comply with: (a) all applicable laws and regulations; (b) all policies and terms of service of applicable social media platforms; and (c) Nordstrom's Guidelines for Endorsers, which are hereby incorporated by reference. Without limiting the foregoing, Supplier will clearly and conspicuously disclose Supplier's relationship with Nordstrom in each post, comment, or response as required by Nordstrom's Guidelines for Endorsers and will review and adhere to the Federal Trade Commission Endorsement Guides available at <https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf>. For example, a few recommendations from the Federal Trade Commission include:
- When sharing a video, include the disclosure within the video post itself as an oral disclosure (in addition to any written disclosures, rather than just in the description of the video) - this disclosure should come at the beginning of the video;
  - When posting on Instagram, disclose material connections before the "More" button in posts;
  - When posting on Snapchat or through Instagram Stories, superimpose the disclosure over the picture and ensure that viewers have enough time to notice and read the disclosure;
  - When endorsing a Product in a live stream, orally repeat the disclosure periodically so viewers who only join for part of the stream will hear the disclosure;
  - When posting on Twitter, disclose material connections in the text and not as a link to an external (non-Twitter) source;
  - In blog posts, disclose at the outset of any lengthy post, and in all instances, disclose "above the fold" before the reader is required to scroll;
  - You may leverage a platform's disclosure tools, but do not rely solely on these tools - create Your own disclosure hashtags and statements as well; and
  - You may not use hashtag abbreviations for any disclosures, such as "#sp," "spon," or "collab" which may prevent customers from understanding that the Content is sponsored.
- b. Nordstrom has the right, but not the obligation, to, at any time during or after the term of the Agreement, require Supplier to edit or remove any Content that Nordstrom finds does not comply with the terms of the Agreement. The foregoing does not alter Supplier's responsibility to reviewing all Content to confirm the accuracy and legality of all disclosures, descriptions and depictions of any products, Nordstrom, and, with Nordstrom's prior written approval, any competitive products referenced.
10. Indemnity. Supplier and Agency will defend, indemnify and hold Nordstrom harmless from and against any and all government audits, liabilities, losses, damages, claims or demands (including expenses, court costs and reasonable attorney's fees) asserted against or incurred by Nordstrom as a result of: (a) breach of Supplier's or Agency's obligations or any representation or warranty under the Agreement, (b) any claim for: failure to timely pay wages; wages or benefits; worker's compensation; unemployment; disability; or claims under similar laws or obligations, (c) any claim or threat of claim of infringement or violation of any patent, copyright, trade secret or other proprietary right (except to the extent such infringement or violation

arises from Nordstrom Content), or (d) any negligent or willful act or omission of any Supplier or Agency personnel arising out of, through or during the performance of Supplier's or Agency's duties under the Agreement.

11. Limitation of Liability. Except for breach of confidentiality and indemnification obligations, (a) no party will be liable to the other for special, incidental, consequential or indirect damages, and (b) Nordstrom's total liability under the Agreement will exceed the amount paid by Nordstrom to Supplier under the Agreement.
12. Publicity. Supplier and Agency may not issue media releases of any kind to publicize Supplier's or Agency's business relationship with Nordstrom. Supplier and Agency may not use any trade name, trademark, service mark, logo, or any other information which identifies Nordstrom in Supplier's or Agency's sales, marketing, and publicity activities and/or materials, including, but not limited to interviews with representatives of any written publication, television station or network, or radio station or network, and publication in any Internet Web site, digital media, print, video, or audio media.
13. General. The Agreement, including all exhibits, appendices, and schedules, represents the entire agreement between the parties and supersedes any prior written or oral agreement. Modifications must be in writing and signed by both parties to be binding. Any waiver or delay in requiring performance or exercising any right hereunder on any occasion will not be construed as a bar to or waiver of such performance or right on any future occasion. The Agreement will be governed by the laws of the State of Washington, excluding its conflict of laws rules. The parties hereby submit to the jurisdiction and venue of the state and federal courts located in King County, Washington. The Agreement may not be assigned by Supplier or Agency. If any provision of the Agreement is found to be unenforceable, the remainder will be enforced as fully as possible.

**APPENDIX A**  
**Usage and Ownership Rights**

**1. Definitions.**

- 1.1. **“Broadcast/Over-the-Top”** means all paid (1) network and subscription television and radio and (2) all over-the-top internet-based streaming.
- 1.2. **“Co-Branded Media”** means any 3rd party co-branded media or partnerships.
- 1.3. **“Content”** means all content in which Supplier’s likeness or voice is included or that was created by or on behalf of Supplier or otherwise provided to Nordstrom in performance of the Services, including illustrations, prints, photographs, images, film, video, stills, negatives, transparencies, animations, GIFs, designs, compilations, audio recordings, or any other type of physical or digital material.
- 1.4. **“Digital Media”** means all digital or electronic media, including digital displays and all media accessible via an internet browser, internet-based software, or mobile application.
- 1.5. **“Out-of-Home”** or **“OOH”** means all paid placement displays viewable by the general public from any public space while in transit (e.g., billboards, hoarding signs, mall signs, wild postings).
- 1.6. **“Owned Digital Platforms”** means any Nordstrom owned or operated digital or electronic marketing channel where Nordstrom places Digital Media, including but not limited to websites, emails, social media channels, apps, and in-store signage.
- 1.7. **“Owned Print Media”** means any platform that Nordstrom controls and produces, including company in-store signage, catalogs, postcards, and promotional items.
- 1.8. **“Packaging”** means Content that is printed or displayed on the packaging of a for-sale product.
- 1.9. **“Paid Digital Platforms”** means any third-party digital or electronic marketing channel where Nordstrom pays to place Digital Media, including social media, search, display, and shopping.
- 1.10. **“Paid Magazine/Newspaper”** means any paid magazine or newspaper placements distributed throughout North America (including digital versions).
- 1.11. **“Public Relations”** means any outside editorial publication (whether print or electronic) for editorial use only, for which Nordstrom does not pay for such use or placement.

**2. Usage Rights.**

- 2.1. Standard. If the applicable SOW indicates that Nordstrom will be granted **“Standard”** usage rights, Supplier hereby grants to Nordstrom, its affiliates, and any Co-Branded Media partners an unlimited, exclusive, royalty-free, sublicensable, worldwide license to use the Content in Digital Media (excluding Broadcast/OTT and OOH), Owned Print Media, and PR.
- 2.2. Custom. If the applicable SOW indicates that Nordstrom will be granted **“Custom”** usage rights, Supplier hereby grants to Nordstrom, its affiliates, and any Co-Branded Media partners an unlimited, exclusive, royalty-free, sublicensable, worldwide license to use the Content in the media types specified in the SOW.
- 3.1. Digital Platforms. Notwithstanding anything in this Agreement, Digital Media executed prior to the termination of this Agreement may be displayed on Paid Digital Platforms and Owned Digital Platforms in perpetuity.
- 2.3. Likeness. To the extent Supplier’s likeness, name, voice, image, portrayal, performance, social handle, or persona (**“Likeness”**) is included in any Content, Supplier hereby grants to Nordstrom, its affiliates, and any Co-Branded Media partners the right to use Supplier’s Likeness as included in the Content.

**APPENDIX B**  
**Mutual Nondisclosure Terms**

**1. Definition of Confidential Information and Exclusions**

(a) "Confidential Information" means information, in any format, that Disclosing Party designates as confidential or that reasonably should be understood to be confidential, proprietary or a trade secret given its nature and circumstances of disclosure. Confidential Information includes, but is not limited to, business and marketing plans, technology and technical information, product plans and designs, research and development activities, business processes, costs, pricing, profits, compensation, financial information, and Personal Information as it is defined in this Section.

(b) "Personal Information" is a subset of Confidential Information and means all data that identifies or can be used to identify, contact, or locate a natural person such as name, address, and telephone number, email address, credit card number, medical records, driver's license, social security number, marital status, ethnicity, age, or photograph as well as less obvious information such as IP address or information gathered from online data collection technologies.

(c) Confidential Information shall not include any information that (i) is or becomes publicly available without Recipient's breach of the Agreement, (ii) was known to Recipient prior to its disclosure by Disclosing Party pursuant to the terms of the Agreement, (iii) Disclosing Party has approved for release, in writing, or (iv) which has been independently developed by Recipient. In any dispute between the parties with respect to these exclusions the burden of proof shall be on Recipient with a standard of clear and convincing evidence.

(d) The Agreement does not obligate either party to disclose any particular Confidential Information; to purchase, sell, license, transfer or otherwise dispose of any technology, services or products; or to enter into any other form of business relationship with the other party. Each party may independently develop and acquire or sell services and products competitive with those of the other party, without use of the other party's Confidential Information.

**2. Obligations Regarding Confidential Information**

(a) Recipient shall:

(i) not disclose Confidential Information to any third party without Disclosing Party's prior written consent, except as expressly set forth in Section 2(c).

(ii) take security precautions, in the same manner it takes to protect its own confidential information, but in no event less than reasonable care or the measures required by applicable privacy and security laws or industry standards, to safeguard the Confidential Information.

(b) Recipient acknowledges that it may receive material non-public information required to be kept confidential under the Securities Exchange Act of 1934, and that failure to keep such information confidential may result in insider trading liability on the part of Recipient and any employees involved in the unlawful disclosure of such information.

(c) Recipient may only disclose Confidential Information:

(i) To its employees, consultants, attorneys, insurers, auditors ("Representatives"), and to its Affiliates' Representatives on a need-to-know basis, if such Representatives have entered into a written agreement no less protective of the Confidential Information than what is contained in the Agreement.

(ii) If Recipient is required to do so by law or court order, provided Recipient gives Disclosing Party prior written notice (to the extent legally permitted) and reasonable assistance, at Disclosing Party's expense, to allow Disclosing Party the opportunity to seek a protective order. In the event that a protective order or other remedy is not obtained, or that Disclosing Party waives compliance with these provisions, the Recipient agrees to furnish only that portion of the Confidential Information which the Recipient is legally required to furnish and will exercise its best efforts to obtain assurances that any Confidential Information disclosed will be treated as confidential.

(d) Recipient shall immediately notify Disclosing Party upon discovery of any suspected or actual unauthorized use or disclosure of the Confidential Information or any other breach of the Agreement by Recipient, its Representatives or Affiliates. In no event shall Recipient take more than twenty-four (24) hours to notify Disclosing Party. Recipient will cooperate at its own expense in every reasonable way to help Disclosing Party regain possession of the Confidential Information and use best efforts to prevent its further unauthorized use or disclosure. Recipient shall not contact individuals or suppliers of Disclosing Party regarding such breach without the prior written consent of Disclosing Party.