

# **TPC Annual Summit Award Trip**

## **Code of Conduct Guidelines Acknowledgement Form**

### Your Responsibility as a Company Representative

Sears Holdings values honesty, integrity and adherence to the highest ethical standards. As associates, each of us has a responsibility for upholding these values and maintaining a commitment to basic principles of business ethics and good judgment. Our Code of Conduct reflects our values and defines the common sense behaviors required of all of us to ensure that Sears Holdings maintains legal and ethical business practices. It is up to each of us to ensure that all of our business relationships are conducted with integrity and honesty, and reflect the letter and spirit of the Code. A good starting point is to act with integrity in everything you do. If you would be ashamed to have your friends and family read about what you are about to do at work today in tomorrow morning's newspaper, then don't do it.

With the above statement in mind we remind you that, as a representative of Sears Holdings at this Top Performers Summit Award Trip your conduct and behavior must be unquestionable. Do not put yourself, your fellow Award Winners or your guests in a position that would require disciplinary action, up to and including termination.

Examples of unacceptable conduct:

- ✓ Excessive after hour's noise that disrupts other hotel and resort guests
- ✓ Violations of the SHC Code of Conduct
- ✓ Violations of the Drug-Free Workplace Policy
- ✓ Failure to attend Technician Group Breakfast & Business Update
- ✓ Failure to attend Company sponsored functions such as dinners and award ceremonies
- ✓ Failure to comply with hotel and resort regulations and policies

This is not meant to be an all-inclusive list, but a reminder of those guidelines that are designed to ensure all Award Winner's and guests are safe and responsible.

### Guest Information

As a Sears Holdings employee you are responsible for your behavior and the actions of your guest(s).

It is imperative for safety and security reasons that all guests be properly registered prior to arriving at the TPC Annual Summit Award Trip. It is your responsibility as the registered winner to ensure that your guest(s) follow all established guidelines and regulations for conduct and behavior. Any guest violations may result in both guest and winner being sent home from the event.

## Acknowledgement of Receipt

Date: \_\_\_\_\_

To: Sears Holdings

From: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Employee ID)

I acknowledge that I have received and will comply with the TPC Annual Summit Award Trip Conduct Guidelines. I understand that violation of the policies and standards referenced above can result in disciplinary action up to and including termination. I also understand that if I have questions related to the standards of conduct outlined in the TPC Annual Summit Award Trip Conduct Guidelines or other Company policies not covered in the guidelines, I am to discuss them promptly with my manager or Human Resource Representative.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Employee ID: \_\_\_\_\_

Unit/District No.: \_\_\_\_\_

Business group (Retail, Logistics, Corporate): Home Services \_\_\_\_\_

Department (Corporate): \_\_\_\_\_

**(This form must be signed and turned in during on-site registration)**

**Sears Holdings  
and Subsidiary Companies  
Non-Cash Prize greater than \$1,000 Tax Liability Memo**

Congratulations on being selected as a top performer for the **Top Performers Club Summit Award** contest. Your contributions and efforts have been rewarded with **Disney's BoardWalk Inn in Orlando, FL**. The value of your prize is estimated at \$\_\_\_\_\_ per person. Tax laws require that we include the value of your prize in your income and withhold taxes on this amount. To assist you in meeting this tax obligation, Sears Holdings is contributing additional cash to your pay to partially cover the taxes due. The additional amount Sears Holdings is contributing is 35% of the taxable value of the prize. However, this additional amount is itself taxable, and will not cover all of the taxes due. You must therefore contribute the remaining tax obligation at the time the prize is awarded.

The Payroll Department determines the actual amount to be withheld from your pay using individual tax calculations. The deductions will be spread over a number of paychecks so that, on average, no paycheck should be reduced by more than \$200.

Again, congratulations on a job well done and let me know if you have any questions or concerns.

I understand that if I accept the taxable award mentioned above I will incur a tax liability. have read and understand the information above and how my pay will be impacted.

Associate Name:	Employee Number (11 digits):
Associate Signature:	Date:

**Action Required:**

1. HR Representative gives and explains form to winning associate.
2. Associate decides whether to accept the award. Associates who accept awards must sign and return this form to their HR Representative to acknowledge they will incur a tax liability.

**Fax completed form to (847) 645-3180**

SEARS HOLDINGS

**Associate Personal Appearance Consent**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby irrevocably grant Sears Holdings Management Corporation, its successors, assigns, affiliates, nominees, licensees, their successors and assigns, and those acting with its authority (collectively, the "Company") the right to (1) copy, modify, or otherwise use in any medium for any reasonable business purpose any photographs, film, or tape taken of me by or on behalf of the Company; (2) display, perform, exhibit, distribute, transmit, or broadcast such photographs, film or tape by any means; and (3) use and permit to be used my name, likeness, voice, personality, biographical information, and any material supplied by or about me, whether in original or modified form, in any medium for any reasonable business purpose. The rights granted to the Company apply during my employment and after my employment ends.

I hereby acknowledge that I will not receive any monetary compensation in connection with the use of my likeness. I further acknowledge that the Company has the sole right to determine the terms and conditions of any disposition of its intellectual property, which may include materials containing my name or likeness.

I represent and warrant that:

- I am at least 18 years of age and am free to enter into this agreement.
- I am under 18 years of age. Parent or guardian's signature required below.

AGREED TO AND ACCEPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017

\_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_  
(Associate)

Printed Name: \_\_\_\_\_  
(Parent/Guardian, if required)