

Forms

New Employees - HQ and Store Leadership

Wear your passion. Gap Inc.

Forms Contents

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Please Note-

This packet is only for the current eVerify states: Alabama, Arizona, Georgia, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Utah.

The I-9 Form is not included in this packet. I-9s must be submitted electronically through the ComplI-9 system. Please go to the Taleo launch page (Store Portal > Applications tab > Taleo – Jobs@Gap) to sign into the ComplI

Other separate mandatory forms may need to be printed and signed depending on what state you are in. If you are not sure if your state requires other separate mandatory forms, please check with your HR contact.

Employee Profile

Complete all sections, referring to the list of codes on the following page. Please note that incorrect forms may result in processing delays.

EMPLOYEE PROFILE

Effective Date

Candidate ID

Last Name

First Name

M.I.

HOME ADDRESS

Street

City

County

State/Zip

Home Phone

Mobile

GENDER

☐ Male

☐ Female

MARITAL STATUS (For tax purposes)

☐ Married

☐ Single

*Gender field is required and cannot be left empty during data entry.

DATE OF BIRTH

ETHNICITY

☐ White

☐ Black/African American

☐ Hispanic/Latino

☐ Native Hawaiian/Other Pacific Islander

☐ American Indian/Alaskan Native

☐ Asian

*Please check all that apply

*Optional, however if you do not complete, the Company will be forced to guess for Federal reporting purposes.

EMERGENCY CONTACT

☐ Same address/home phone as employee

RELATIONSHIP

☐ Daughter

☐ Parent

☐ Partner

☐ Son

☐ Spouse

☐ Other

Name

Street

City

County

State/Zip

Home Phone

Mobile or Work

For Administrative Services only

Codes for Employee Profile

REFERRAL SOURCES

ER-HQ	Executive Recruiting Headquarters
ER-NY	Executive Recruiting New York
DC	Distribution Center
FIELD	Field

LOCATION	CODE	LOCATION	CODE	LOCATION	CODE
Athleta HQ	CAPET	New York Field Recruiting	NYF	Rocklin Call Center	RCC
Athleta DC	OHGRO	New York Metro Real Estate Office	NYRE	Rocklin Data Center	RCK
Canada Head Office	CNH	New York Product and Design	NY5	SF - One Harrison Street	SF1
Corporate Shared Service Center	CSSC	No East Real Estate Office	REN	SF - 2 Folsom Street	SFF
Dolwick – Logistics (KY)	ITKY	Northern Distribution Center	NDC	SF - Photo Studio	SFPHO
Fresno Distribution Center	FDC	Ohio Catalog Center	OCC	Southeast Real Estate Office	REA
Gap Distribution Center	GDC	Old Navy Distribution Center	ODC	Southern Cross Dock	SCD
Groveport Fulfillment Center	GFC	Old Navy Outlet (KY)	ONO	Southern Distribution Center	SDC
LA-Gap Brand	LA316DS	Pacific Distribution Center	PDC	Southwest Real Estate Office	RED
Midwest Real Estate Office	REM	Pleasanton HQ	CAPL445	Tennessee Distribution Center	TDC
Mission Bay	CASA1	RC3 - 3900 Atherton	RC3	Toronto Old Navy DC	TON

Form W-4 (2015)

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding. If you are exempt, complete **only** lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2015 expires February 16, 2016. See Pub. 505, Tax Withholding and Estimated Tax.

Note. If another person can claim you as a dependent on his or her tax return, you cannot claim exemption from withholding if your income exceeds \$1,050 and includes more than \$350 of unearned income (for example, interest and dividends).

Exceptions. An employee may be able to claim exemption from withholding even if the employee is a dependent, if the employee:

- Is age 65 or older,
- Is blind, or
- Will claim adjustments to income; tax credits; or itemized deductions, on his or her tax return.

The exceptions do not apply to supplemental wages greater than \$1,000,000.

Basic instructions. If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

Head of household. Generally, you can claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 505 for information on converting your other credits into withholding allowances.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 505 to find out if you should adjust your withholding on Form W-4 or W-4P.

Two earners or multiple jobs. If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 505 for details.

Nonresident alien. If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Check your withholding. After your Form W-4 takes effect, use Pub. 505 to see how the amount you are having withheld compares to your projected total tax for 2015. See Pub. 505, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

Future developments. Information about any future developments affecting Form W-4 (such as legislation enacted after we release it) will be posted at www.irs.gov/w4.

Personal Allowances Worksheet (Keep for your records.)

A	Enter "1" for yourself if no one else can claim you as a dependent	A _____				
B	Enter "1" if: <table><tr><td>• You are single and have only one job; or</td><td rowspan="3">}</td></tr><tr><td>• You are married, have only one job, and your spouse does not work; or</td></tr><tr><td>• Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less.</td></tr></table>	• You are single and have only one job; or	}	• You are married, have only one job, and your spouse does not work; or	• Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less.	B _____
• You are single and have only one job; or	}					
• You are married, have only one job, and your spouse does not work; or						
• Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less.						
C	Enter "1" for your spouse . But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.)	C _____				
D	Enter number of dependents (other than your spouse or yourself) you will claim on your tax return	D _____				
E	Enter "1" if you will file as head of household on your tax return (see conditions under Head of household above)	E _____				
F	Enter "1" if you have at least \$2,000 of child or dependent care expenses for which you plan to claim a credit	F _____				
G	Child Tax Credit (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information. • If your total income will be less than \$65,000 (\$100,000 if married), enter "2" for each eligible child; then less "1" if you have two to four eligible children or less "2" if you have five or more eligible children. • If your total income will be between \$65,000 and \$84,000 (\$100,000 and \$119,000 if married), enter "1" for each eligible child	G _____				
H	Add lines A through G and enter total here. (Note. This may be different from the number of exemptions you claim on your tax return.) ►	H _____				
For accuracy, complete all worksheets that apply. <table><tr><td>• If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the Deductions and Adjustments Worksheet on page 2.</td></tr><tr><td>• If you are single and have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed \$50,000 (\$20,000 if married), see the Two-Earners/Multiple Jobs Worksheet on page 2 to avoid having too little tax withheld.</td></tr><tr><td>• If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below.</td></tr></table>			• If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the Deductions and Adjustments Worksheet on page 2.	• If you are single and have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed \$50,000 (\$20,000 if married), see the Two-Earners/Multiple Jobs Worksheet on page 2 to avoid having too little tax withheld.	• If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below.	
• If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the Deductions and Adjustments Worksheet on page 2.						
• If you are single and have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed \$50,000 (\$20,000 if married), see the Two-Earners/Multiple Jobs Worksheet on page 2 to avoid having too little tax withheld.						
• If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below.						

----- Separate here and give Form W-4 to your employer. Keep the top part for your records. -----

Form W-4 Department of the Treasury Internal Revenue Service		Employee's Withholding Allowance Certificate		OMB No. 1545-0074
► Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.		2015		
1 Your first name and middle initial		Last name		2 Your social security number
Home address (number and street or rural route)		3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. Note. If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.		
City or town, state, and ZIP code		4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. ► <input type="checkbox"/>		
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2)		5		
6 Additional amount, if any, you want withheld from each paycheck		6		\$
7 I claim exemption from withholding for 2015, and I certify that I meet both of the following conditions for exemption. • Last year I had a right to a refund of all federal income tax withheld because I had no tax liability, and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here ►		7		
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.				
Employee's signature (This form is not valid unless you sign it.) ►				
8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.)		9 Office code (optional)		10 Employer identification number (EIN)

Deductions and Adjustments Worksheet**Note.** Use this worksheet *only* if you plan to itemize deductions or claim certain credits or adjustments to income.

1	Enter an estimate of your 2015 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes, medical expenses in excess of 10% (7.5% if either you or your spouse was born before January 2, 1951) of your income, and miscellaneous deductions. For 2015, you may have to reduce your itemized deductions if your income is over \$309,900 and you are married filing jointly or are a qualifying widow(er); \$284,050 if you are head of household; \$258,250 if you are single and not head of household or a qualifying widow(er); or \$154,950 if you are married filing separately. See Pub. 505 for details	1	\$	_____
2	Enter: $\left\{ \begin{array}{l} \$12,600 \text{ if married filing jointly or qualifying widow(er)} \\ \$9,250 \text{ if head of household} \\ \$6,300 \text{ if single or married filing separately} \end{array} \right\}$	2	\$	_____
3	Subtract line 2 from line 1. If zero or less, enter "-0-"	3	\$	_____
4	Enter an estimate of your 2015 adjustments to income and any additional standard deduction (see Pub. 505)	4	\$	_____
5	Add lines 3 and 4 and enter the total. (Include any amount for credits from the <i>Converting Credits to Withholding Allowances for 2015 Form W-4</i> worksheet in Pub. 505.)	5	\$	_____
6	Enter an estimate of your 2015 nonwage income (such as dividends or interest)	6	\$	_____
7	Subtract line 6 from line 5. If zero or less, enter "-0-"	7	\$	_____
8	Divide the amount on line 7 by \$4,000 and enter the result here. Drop any fraction	8		_____
9	Enter the number from the Personal Allowances Worksheet , line H, page 1	9		_____
10	Add lines 8 and 9 and enter the total here. If you plan to use the Two-Earners/Multiple Jobs Worksheet , also enter this total on line 1 below. Otherwise, stop here and enter this total on Form W-4, line 5, page 1	10		_____

Two-Earners/Multiple Jobs Worksheet (See *Two earners or multiple jobs* on page 1.)**Note.** Use this worksheet *only* if the instructions under line H on page 1 direct you here.

1	Enter the number from line H, page 1 (or from line 10 above if you used the Deductions and Adjustments Worksheet)	1	_____
2	Find the number in Table 1 below that applies to the LOWEST paying job and enter it here. However , if you are married filing jointly and wages from the highest paying job are \$65,000 or less, do not enter more than "3"	2	_____
3	If line 1 is more than or equal to line 2, subtract line 2 from line 1. Enter the result here (if zero, enter "-0-") and on Form W-4, line 5, page 1. Do not use the rest of this worksheet	3	_____
Note. If line 1 is less than line 2, enter "-0-" on Form W-4, line 5, page 1. Complete lines 4 through 9 below to figure the additional withholding amount necessary to avoid a year-end tax bill.			
4	Enter the number from line 2 of this worksheet	4	_____
5	Enter the number from line 1 of this worksheet	5	_____
6	Subtract line 5 from line 4	6	_____
7	Find the amount in Table 2 below that applies to the HIGHEST paying job and enter it here	7	\$ _____
8	Multiply line 7 by line 6 and enter the result here. This is the additional annual withholding needed	8	\$ _____
9	Divide line 8 by the number of pay periods remaining in 2015. For example, divide by 25 if you are paid every two weeks and you complete this form on a date in January when there are 25 pay periods remaining in 2015. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck	9	\$ _____

Table 1

Married Filing Jointly		All Others	
If wages from LOWEST paying job are—	Enter on line 2 above	If wages from LOWEST paying job are—	Enter on line 2 above
\$0 - \$6,000	0	\$0 - \$8,000	0
6,001 - 13,000	1	8,001 - 17,000	1
13,001 - 24,000	2	17,001 - 26,000	2
24,001 - 26,000	3	26,001 - 34,000	3
26,001 - 34,000	4	34,001 - 44,000	4
34,001 - 44,000	5	44,001 - 75,000	5
44,001 - 50,000	6	75,001 - 85,000	6
50,001 - 65,000	7	85,001 - 110,000	7
65,001 - 75,000	8	110,001 - 125,000	8
75,001 - 80,000	9	125,001 - 140,000	9
80,001 - 100,000	10	140,001 and over	10
100,001 - 115,000	11		
115,001 - 130,000	12		
130,001 - 140,000	13		
140,001 - 150,000	14		
150,001 and over	15		

Table 2

Married Filing Jointly		All Others	
If wages from HIGHEST paying job are—	Enter on line 7 above	If wages from HIGHEST paying job are—	Enter on line 7 above
\$0 - \$75,000	\$600	\$0 - \$38,000	\$600
75,001 - 135,000	1,000	38,001 - 83,000	1,000
135,001 - 205,000	1,120	83,001 - 180,000	1,120
205,001 - 360,000	1,320	180,001 - 395,000	1,320
360,001 - 405,000	1,400	395,001 and over	1,580
405,001 and over	1,580		

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

Paperless Pay Options

Last Name: _____ First Name: _____ M.I.: _____
Employee ID #: _____ Store #: _____

Gap Inc. is committed to providing paperless pay options. If you want paperless pay, please select a pay method:

☐ **DIRECT DEPOSIT AUTHORIZATION**

I authorize the Gap Inc. Payroll Department to initiate/change direct deposit of my payroll check into the account(s) listed below. I understand that by signing below, my employer is authorized to credit entries and to initiate, if necessary, debit adjustments for any credit entries in error to my (our) account(s) listed below. The authority is to remain in full force until my employer has received written notification from me (us) of its termination in such timely manner as to afford my employer and financial institution a reasonable opportunity to act on it.

☐ **PAYCARD AUTHORIZATION (U.S. ONLY)**

If interested in the paycard option, please discuss with your manager. Your manager will be able to provide you with additional information and/or enroll you into this program.

Note: Gap Inc. is not responsible for non-sufficient funds (NSF) fees/related bank fees due to anticipating funds.

GREEN OPTION: If you want to go totally paperless, (please check the box below)

☐ **PAYCHECK STUB SUPPRESSION AUTHORIZATION (mark this box to suppress paper paystubs)**

I authorize the Gap Inc. Payroll Department to suppress my paycheck stub. I understand that I can view a minimum of 13 months of paycheck history by accessing Gap Web Portal at <http://portal.gap.com> in the store or from any computer with online access.

Signature: _____ Date: _____

▪ If you have any questions, call the Employee Services Hotline at (866) 411-2772, x20600, option 1, 1, 5.

FOR DIRECT DEPOSIT ONLY, PLEASE PROVIDE BANKING INFORMATION AND DEPOSIT AMOUNTS:

Account # 1

☐ Checking ☐ Savings ☐ All ☐ Partial Amount Deposited _____
☐ New Set Up ☐ Discontinue ☐ Change ☐ Remaining _____

Account #: _____ Transit/ABA-Routing Number/TCD Number: _____

Bank Name: _____ Phone Number: _____

Account # 2

☐ Checking ☐ Savings ☐ All ☐ Partial Amount Deposited _____
☐ New Set Up ☐ Discontinue ☐ Change ☐ Remaining _____

Account #: _____ Transit/ABA-Routing Number/TCD Number: _____

Bank Name: _____ Phone Number: _____

The diagram shows a check with the following fields highlighted for direct deposit information:

- ABA Check Routing Number:** 123456789
- Account Number:** 000123456789
- ACH Routing/Transit Number:** 123456789

Other visible information on the check includes:

- Your Name:** 1234 Oak Anytown, USA
- 1001** (check number)
- 19-2/1250** (date)
- 20** (amount in dollars)
- PAY TO THE ORDER OF** (payee name)
- ACH R/T 123456789** (routing number)
- FOR** (payee name)
- 123456789** (account number)

Gap Inc. Policies Acknowledgement Form

AT-WILL EMPLOYMENT AGREEMENT

I understand that I do not have a contract of continued employment and that my employment is at-will. This means that I do not have a contract of employment for any particular duration or limiting the grounds, or specifying the procedure, for my termination in any way. I am free to resign at any time. Similarly, Gap Inc. (or "Company") is free to terminate my employment at any time for any reason, with or without cause, and with or without warning. I understand that while personnel policies, programs and procedures that I must abide by may be changed from time to time, the only way my at-will status can be changed is if there is an express written contract with Gap Inc. signed by an officer of Gap Inc. expressly promising me job security. The above language contains our entire agreement about my at-will status and supersedes any past, future or oral side agreements.

PHOTO RELEASE

I hereby give Gap Inc. and/or any of its subsidiaries, divisions, related entities or assigns (collectively, "Gap") permission to videotape, photograph and/or interview me in connection with my employment. I hereby give Gap the right and permission to use my name, image and likeness as well as my comments for any corporate purposes (including without limitation advertising uses and uses on www.gapinc.com or any other website owned or operated by Gap) anywhere in the world, any number of times, for any period of time. I hereby waive any right to approve any such use of my image, likeness and/or comments. I hereby release, discharge and agree to hold Gap and any person or entity acting on Gap's behalf or with Gap's permission, including any firm publishing or distributing my comments, image, likeness or name in any form, harmless from any liability whatsoever related in any way to any use of my image, likeness and/or name.

I hereby release, discharge and agree to hold Gap and any person or entity acting on Gap's behalf or with Gap's permission, including any firm publishing or distributing my comments, image, likeness or name in any form, harmless from any liability whatsoever related in any way to any use of my image, likeness and/or name.

CONFIDENTIALITY AGREEMENT

Confidential information is information (whether in electronic or any other format) that people outside the company never see, such as unannounced product information or designs, business or strategic plans, financial information and organizational charts, and other materials.

I understand and agree that as a condition of my employment and continued employment at Gap Inc., I am prohibited from directly or indirectly disclosing confidential Company information, during or after my employment, to anyone unless specifically authorized to do so.

In addition, during my employment at Gap Inc., I agree not to disclose or use any confidential information I learned while employed by another company.

I understand that I will use and maintain personal data of fellow employees and our customers ("personal information") with care and respect, while guarding against inappropriate access and disclosure.

At the time of my departure from the Company, I shall return to the Company all manuals, documents, software programs, and other confidential and personal information obtained by me during my employment with the Company.

If I should breach any part of this agreement, or violate the "Confidential and personal Information" provisions in the Code of Business Conduct, I understand that immediate termination without prior warning can result, as well as legal action by the Company.

TIMEKEEPING AGREEMENT / NO "OFF THE CLOCK"

I understand that Gap Inc. is committed to ensuring that hourly employees keep accurate time records and are paid for all time worked, including overtime. I understand it is against Gap Inc. Timekeeping policy for an hourly employee to perform work for the company without being paid, for a supervisor to ask an hourly employee to work without being paid, or for an employee or supervisor to enter more or less time on behalf of an employee than the employee actually worked. I understand that I am responsible for understanding and following Gap Inc. Timekeeping policies, including the Recording Your Time policy contained in the COBC.

Employee Signature

Date

Print Name

Employee ID Number

RETAIN IN EMPLOYEE'S PERSONNEL FILE

Gap Inc. Ownership of Rights Agreement Form

This Agreement relates to ownership rights over certain intellectual property, which is described as "Developments" below. Developments are defined as ideas, designs, names, inventions, developments, improvements, works of authorship, information fixed in any tangible medium of expression, and "know how."

Company Developments

a. Subject to paragraph c below, I hereby acknowledge and agree that all Developments conceived, reduced to practice, developed, created or made by me, solely or jointly with others, during the term of my employment with Gap Inc. belong to and shall be the sole and exclusive property of Gap Inc. Subject to paragraph c below, I hereby assign to Gap Inc. all right, title, and interest I have in and to all Developments made during the term of my employment with Gap Inc., including, but not limited to worldwide patent, copyright and trade secret rights therein, regardless of the time or location of making such Developments. I also agree to sign and deliver to Gap Inc., at no further charge except for reasonable compensation for my time, during or subsequent to my employment, any documents Gap Inc. considers desirable to confirm the assignment of all of my rights, if any, in any Developments to Gap Inc. and Gap Inc.'s ownership of such rights.

b. I agree that all Developments conceived, reduced to practice, developed, created or made by me, solely or jointly with others, during the term of my employment with Gap Inc. shall constitute "works made for hire" under United States copyright law and shall be the sole and exclusive property of Gap Inc. To the extent any such Developments are not "works made for hire," I hereby assign all rights worldwide in and to such Developments, including but not limited to copyright rights therein, to Gap Inc. except to the extent such assignment is prohibited by law.

c. Paragraphs a and b above do not apply to any Development of a California employee that is non-assignable under Section 2870 of the California Labor Code. Under Section 2870 of the California Labor Code, if you are a California employee, this Agreement does not require you to assign or offer to assign to Gap Inc. any Development that you developed entirely on your own time without using Gap Inc.'s equipment, supplies, facilities or trade secret information except for those Developments that either:

(1) Relate at the time of conception or reduction to practice of the Development to Gap Inc.'s business, or actual or demonstrably anticipated research or development of Gap Inc.; or

(2) Result from any work performed by the employee for Gap Inc.

To the extent a provision in this Agreement requires you to assign a Development otherwise excluded from the above, the provision is against the public policy of California and is unenforceable.

Preexisting Developments

I hereby confirm that, except as I have listed below, I have not conceived, reduced to practice, developed, created or made any Developments prior to my employment with Company. If I have not listed any Developments below, I confirm no prior Developments exist.

If any provision of this Agreement is found invalid or unenforceable in whole or in part, the remaining provisions of this Agreement shall remain in effect.

I have read and understood the terms of this Agreement.

Employee Signature

Date

Print Name

Employee ID Number

RETAIN IN EMPLOYEE'S PERSONNEL FILE

Zero Means Zero: No Discrimination Or Harassment

Zero Means Zero: no discrimination, harassment, or retaliation

We have zero tolerance for discrimination, harassment, or retaliation. All employment decisions are to be made without regard to race, color, age, sex, gender, gender identity and expression, sexual orientation, religion, creed, marital status, pregnancy, national origin/ancestry, citizenship, physical/mental disability, military status, or any other basis prohibited by law. This policy applies to our directors, employees, applicants, customers, and business partners (including independent contractors, vendors, and suppliers).

Harassment is not tolerated and can include slurs as well as any other offensive remarks, jokes, and other verbal, non-verbal, graphic, electronic, or physical conduct that could create an intimidating, hostile, or offensive work environment.

In addition to the above, "sexual harassment" can include:

- Unwanted sexual advances or propositions;
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct: Leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters, electronic display or dissemination of such material;
- Verbal conduct: Making or using derogatory comments, epithets, slurs, and jokes;
- Verbal abuse of a sexual nature, graphic verbal commentaries about a person's body, sexually degrading words used to describe a person, suggestive or obscene letters, notes or invitations; and
- Physical conduct: Touching, assault, impeding or blocking movements.

How to Report a Concern: We can't help resolve a discrimination, harassment, or retaliation problem unless we know about it. It is everyone's responsibility to share their concerns so the appropriate steps can be taken to resolve the issue. If you feel you have been subject to discrimination, harassment, or retaliation or you've seen it in the workplace, please report it promptly to your manager, Human Resources, Global Integrity or the Code of Business Conduct (COBC) Hotline. Every complaint will be promptly and thoroughly investigated.

You are expected to fully cooperate with investigations related to Zero Means Zero Policy violations. No action can be taken against you for raising a Zero Means Zero concern or cooperating in any such investigation. Failure to cooperate may result in discipline, including termination. If any employee is found to have violated the Zero Means Zero Policy, we will take appropriate corrective action, which may include termination. We will also let the individual who raised the complaint know that action has been taken.

This is to acknowledge my reading of the Gap, Inc. Zero Means Zero Policy prohibiting discrimination and harassment. I understand I am fully responsible for complying with these policies.

I understand that I can use the Open Door policy, contact Global Integrity or the Code of Business (COBC) Hotline online at speakup.gapinc.com or call r 1-866-427-2633 to share a concern or have questions about these policies.

Employee Signature

Date

Print Name

Employee ID Number

RETAIN IN EMPLOYEE'S PERSONNEL FILE

Commitment Pledge

I take responsibility for creating a positive work environment in my employment with Gap Inc. I have received the Employee Policy Guide and Code of Business Conduct (COBC). I understand that I am responsible for reading and adhering to the policies in these guides. In addition, I have received training on Company policies, including the Zero Means Zero policy prohibiting discrimination and harassment.

I acknowledge that the policies discussed in this training and other policies described in the Employee Policy Guide and Code of Business Conduct (COBC) applies to my employment at Gap Inc. I understand that if I have questions about anything discussed during this training or any other policies that apply to my employment, I can use the Open Door Process and speak to my supervisor/their supervisor, my Human Resources representative or contact Global Integrity or the COBC Hotline online at speakup.gapinc.com or call 1.866-427-2633 to share a concern or have questions about these policies.

I understand that failure to uphold Gap Inc. policies can result in corrective action up to and including termination. Equally important, I understand that by upholding this pledge, together we create a positive, healthy work environment at Gap Inc.

Employee Signature

Date

Print Name

Employee ID Number

Important Notice from Gap Inc. about Health Care Reform

You are receiving this Marketplace notice as a requirement for the Patient Protection and Affordable Care Act (PPACA). Action may or may not be necessary based on your personal situation and employment status with Gap Inc.

- If you are a full-time employee with Gap Inc., you and your qualified dependents are eligible for health coverage which is intended to be affordable and meets the "minimum value" standards set by PPACA.
- If you are a part-time employee with Gap Inc., you are not eligible for health coverage.

Gap Inc. is in the process of evaluating an approach to automate our ongoing benefits eligibility process. You will receive more information at a later time as PPACA requirements are implemented.

New Health Insurance Marketplace Coverage Options and Your Health Coverage

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace ("Marketplace"). To assist you in evaluating options for you and your family, this notice provides some basic information about the new Marketplace and employment-based health coverage offered by Gap Inc.

What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new tax credit that lowers your monthly premium. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014.

Can I Save Money on my Health Insurance Premiums through the Marketplace?

You may qualify to lower your monthly premium, but only if Gap Inc. does not offer you coverage. The savings on your premium that you're eligible for depends on your household income.

Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you are a full-time employee and have an offer of health coverage from Gap Inc., you may not be eligible for a tax credit through the Marketplace and may wish to enroll in Gap Inc.'s health plan. However, you may be eligible for a tax credit that lowers your monthly premium or a reduction in certain cost-sharing if Gap Inc. does not offer health coverage to you at all or does not offer coverage that meets certain standards. For example, if the cost of a plan from an employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage an employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.¹ Even if Gap Inc. intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace.

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by Gap Inc., then you lose the opportunity for Gap Inc. to contribute to one of our employer sponsored plans. This employer contribution as well as your employee contribution to employer-offered coverage is excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

¹ An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.

How Can I Get More Information?

For more information about coverage offered by Gap Inc., please visit GapWeb (<https://portal.gap.com>) > search "benefits" or call Employee Services at 1 (866) 411-2772.

What if I decide to shop for coverage in the Marketplace?

If you decide to shop for coverage in the Marketplace, www.HealthCare.gov will guide you through the process and provide contact information for a Health Insurance Marketplace in your area.

What information do I need if I decide to complete an application for coverage in the Marketplace?

If you decide to complete an application for coverage in the Marketplace, you will be asked to provide the following information. This information is numbered to correspond to the Marketplace application.

3. Employer name Gap Inc.		4. Employer Identification Number (EIN) 94-1697231	
5. Employer address PO Box 27806		6. Employer phone number 1-866-411-2772 ext. 20600	
7. City Albuquerque		8. State New Mexico	9. ZIP code 87125
10. Who can we contact about employee health coverage at this job? Employee Services			
11. Phone number (if different from above)		12. Email address employee_services@gap.com	