

TOYS“R”US, INC.
AFFIDAVIT OF DOMESTIC PARTNERSHIP

Note: Domestic Partners may only be added within 30 days of a team member's initial date of benefit eligibility, within 30 days of an applicable Qualifying Life Event, or during Annual Enrollment.

The undersigned individuals hereby declare under penalty of any and all applicable laws that their relationship satisfies each of the following Criteria of Domestic Partnership.

CRITERIA OF DOMESTIC PARTNERSHIP:

A Domestic Partner is defined as a person of the same or opposite sex with whom you reside, provided you and that individual:

1. Are not so closely related that marriage would otherwise be prohibited;
2. Are not legally married to any other person and are the sole partners of each other;
3. Have lived together for at least one year in the same residence with the intention of residing together permanently;
4. Are both at least 18 years old and mentally competent to enter into a contract;
5. Are in a committed and mutually exclusive relationship, jointly responsible for each other's welfare and financial obligations; and at request, will be able to prove such interdependence by providing documentation of at least two of the following (with the information to be dated so as to confirm eligibility at time of enrollment):
 - Common ownership of real property or a common leasehold interest in real property;
 - Common ownership of a motor vehicle;
 - A joint bank account or a joint credit account;
 - Assignment of a durable power of attorney or health care power of attorney; or
 - Such other proof as is considered to be sufficient to establish financial interdependency under the circumstances; and
6. Are registered as domestic partners pursuant to a domestic partnership ordinance or law of a state or local government, or you have filed this Affidavit of Domestic Partnership with Toys“R”Us.

Acknowledgments. We understand and agree to the following terms:

1. **Registration.** We must register as Domestic Partners, if we reside in a state that provides for such registration.
2. **Plan Terms.** The Criteria of Domestic Partnership requirements listed above in this Affidavit of Domestic Partnership are in addition to all other eligibility requirements as set forth in the benefit plans of Toys“R”Us, Inc., and we agree to be bound by the terms of those plans.
3. **Effective Date of Coverage.** The effective date of the enrollment of the Domestic Partner and his or her children, if applicable, in the benefit plans of Toys“R”Us, Inc. will be determined in accordance with the terms of those plans and applicable law.
4. **Tax Consequences.** The value of the coverage provided to the Domestic Partner and his or her children will be taxable to the team member, unless and to the extent that those persons qualify as “dependents” of the team member for federal tax purposes, so they will be subject to federal income and employment tax withholdings on behalf of the team member.

We are encouraged to seek the advice of an attorney regarding the tax implications of signing this Affidavit. In particular, it is possible that the state and local tax consequences may be different than the federal results discussed above.

5. **Notification of Change.** We will notify the “R”Us Benefits Center at 1-844-TRU-BENS if there is any change of circumstances attested to in this Affidavit within thirty (30) days of such change by completing a Qualifying Life Event change. Completing the Qualifying Life Event change shall affirm, under penalty of perjury, that the Domestic Partnership has been terminated.

6. **Confidentiality.** The information contained in this Affidavit will be used by Toys“R”Us, Inc. for the purpose of determining the eligibility of the Domestic Partner and his/her children for the benefit plan coverage. This information will be held confidential, so that it will be disclosed only as needed to obtain the benefit coverage sought or as required by law.
7. **Verification.** Toys“R”Us, Inc. shall be entitled to take such actions as may be reasonably necessary to verify that the information contained in this Affidavit is correct.

Certification

We certify, under penalty of perjury, that the statements that we made in this Affidavit of Domestic Partnership are true and completed to the best of our knowledge and belief and that we meet all of the eligibility requirements of the benefit plans of Toys“R”Us, Inc. We understand that the willful falsification of information contained in this Affidavit of Domestic Partnership may result in termination of coverage, disciplinary action up to and including termination of employment at Toys“R”Us, Inc., and, in addition, may result in civil action being brought against either or both of us for recovery of any losses, including all payments of the benefit plans of Toys“R”Us, Inc. for any persons enrolled as eligible dependents including without being limited to, reasonable attorney fees and court costs.

SIGNATURES

Team Member Name (please print): _____ Employee ID: _____

Signature: _____ Date: _____

Domestic Partner Name (please print): _____

Signature: _____ Date: _____

NOTARIZATION:

State of _____

County of _____

On this _____ day of _____ in the year _____, before me appeared _____ and _____ known to

me to be the persons whose names are subscribed to this document.

Signature and Seal of Notary Public