

AFFIDAVIT OF DOMESTIC PARTNERSHIP

We certify that _____ is a Domestic Partner of _____
Domestic Partner Name (please print) Employee Name (please print)

in accordance with the following eligibility criteria:

1. We have lived together for at least six months prior to enrollment in the plan*.
2. We are not married to anyone else and do not have another domestic partner.
3. We are at least 18 years of age and mentally competent to consent to contract.
4. We reside together in the same residence and intend to do so indefinitely.
5. We have an exclusive mutual commitment similar to that of marriage.
6. We are jointly responsible for each other's common welfare and share financial obligations.
7. We can provide all or some of the following types of documentation if requested:
 - Domestic Partner Affidavit
 - Designation of Domestic Partner as beneficiary for life insurance or on will
 - Durable property and health care powers of attorney
 - Joint ownership of motor vehicle, joint checking/credit account, joint mortgage/lease

*waived for employees with a DP who is moving internationally to US; move date will be event date

We have met the above criteria and live together in the shared residence located at

_____ since _____
Joint Address Date

CHANGE IN DOMESTIC PARTNERSHIP

We agree to notify the Activision Blizzard Benefits Department within thirty (30) days of any change in Domestic Partnership status which would make the Domestic Partner no longer eligible for benefits (e.g., a change in joint residency) by filing a Statement of Termination of Domestic Partnership. The Statement of Termination shall affirm that the domestic partnership status is terminated as of the date of execution specified therein and that a copy has been mailed to the other party by the party authorizing the action.

Upon termination of this Affidavit of Domestic Partnership (evidenced by a Statement of Termination of Domestic Partnership signed by the employee), I, the employee, agree that another Affidavit of Domestic Partnership cannot be filed for a minimum of six months.

ACKNOWLEDGMENTS

1. We have provided this information in this Affidavit for the sole purpose of determining our eligibility for Domestic Partnership benefits.
2. We understand that this information will be held confidential and will be subject to disclosure only upon our express written authorization or if otherwise required by law.
3. We understand that this declaration of responsibility for our common welfare may have legal implications under federal and/or state law.
4. We understand that a civil action may be brought against us for any losses, including reasonable attorney's fees, because of false or misleading statement in this Affidavit of Domestic Partnership.

5. We further understand that any false or misleading statements made in order to receive benefits for which we do not qualify may subject the employee to disciplinary action, including discharge from employment.
6. We, the undersigned, certify under penalty of perjury, under the laws of the State of _____, that the foregoing is true and correct.

Signature of Domestic Partner

Signature of Employee

Domestic Partner SSN

Employee SSN

Domestic Partner Date of Birth

Domestic Partner Gender (required by Insurance Carrier)

Name of Witness (please print)
Notary is not Required

Signature of Witness

Date

DECLARATION OF TAX STATUS

I, the employee, understand that Activision Blizzard has a legitimate need to know the federal income tax status of my relationship with my domestic partner. I understand that a domestic partner is considered an Internal Revenue Code (IRC) Section 152 dependent only if all of the following requirements are met:

1. I have lived with my domestic partner for the full taxable year
2. My domestic partner is a citizen or resident of the U.S.
3. My domestic partner receives more than half of his or her support from me.

The rules for determining support are complicated and are more involved than just determining who is the "primary breadwinner." To determine whether you provide more than half of your domestic partner's support, please complete the worksheet in IRS Publication 17.

I understand that even if the above requirements are met, an individual cannot be considered an IRC Section 152 dependent if the relationship violates local law.

Please indicate the tax status of your domestic partner below:

- I declare that my domestic partner is my IRC Section 152 dependent.
- I declare that my domestic partner is not my IRC Section 152 dependent.

If your domestic partner is not your IRC Section 152 dependent, please read the information on imputed income and after-tax deductions below.

ACKNOWLEDGMENTS

1. I understand that this information will be held confidential and will be subject to disclosure only upon our express written authorization or if otherwise required by law.
2. I understand that this declaration of responsibility may have legal implications under federal and/or state law.
3. I understand that a civil action may be brought against me for any losses including reasonable attorney's fees, because of a false or misleading statement in this Affidavit of Domestic Partnership.
4. I understand that if my domestic partner is not an IRC Section 152 dependent, the cost of my domestic partner's coverage (and the coverage of my domestic partner's dependents if applicable) will be deducted from my pay after-tax and I will be subject to imputed income and the related income tax expenses.
5. I further understand that willful falsification of information on this declaration may lead to disciplinary action, up to and including discharge from employment.
6. I agree to notify the Activision Blizzard Benefits Department if there is any change in the circumstances attested to in this affidavit within thirty (30) days of the change.
7. I, the undersigned, certify under penalty of perjury, under the laws of the State of _____, that the foregoing is true and correct.

Signature of Employee

Date

IMPUTED INCOME AND AFTER-TAX DEDUCTIONS

If you cover dependents who do not qualify as IRC Section 152 dependents, the cost of the insurance premiums paid by the company, for those dependents, is considered income to you. This income is known as imputed income and is taxable. Imputed income will be added to your paycheck as earnings so that additional income taxes can be calculated and paid. The imputed income amount will then also be deducted from your paychecks so that only the net effect of additional income taxes remains.

For example, if the imputed income amount per paycheck is determined to be \$100 for you, you will see an additional \$100 earnings and deduction on your paycheck and you will pay income taxes on the additional \$100.

The cost of the insurance premiums paid by you, for those dependents, will be deducted from your pay after-tax.