# CERTIFICATION OF DOMESTIC PARTNERSHIP &

### DOMESTIC PARTNER ALLOWANCE AGREEMENT

The Domestic Partner Allowance has been put in place by Genesco to help offset costs incurred by a full-time, benefits-eligible employee ("Eligible Employee") under the following circumstances:

- The Eligible Employee is in a committed long-term relationship with a Domestic Partner (defined in Section I below) who does not have access to group health plan (medical) coverage through the Domestic Partner's own employer (if employed);
- 2. Because coverage for a Domestic Partner is not available through Genesco or the Domestic Partner's employer (if employed), the Domestic Partner must obtain coverage through other means (for example, in the Marketplace at www.HealthCare.gov); and
- 3. The Eligible Employee and/or Domestic Partner could be subject to discrimination or retribution in the community in which they live for marrying (or otherwise face barrier(s) to marriage).

This Certification of Domestic Partnership & Domestic Partner Allowance Agreement ("Certification and Agreement") describes, below, the terms and conditions of the Domestic Partner Allowance effective January 1, 2020.

# Section I – Domestic Partner and Domestic Partnership Defined and Other Conditions of Eligibility for the Allowance

For the purpose of the Domestic Partner Allowance, a "Domestic Partnership" is a dedicated, committed, long-term relationship between the Eligible Employee and one other person (the "Domestic Partner") that meets all of the following requirements:

- 1. Both the Eligible Employee and Domestic Partner (each, a "party") are at least eighteen (18) years of age and are mentally competent to consent to a contract;
- 2. The relationship is intended to last indefinitely;
- 3. The parties share the same primary residence and have done so for at least the last twelve (12) months;
- 4. The parties are not related by blood to a degree of closeness that would prohibit marriage under the laws of the state in which they reside;
- 5. The parties are not married (to each other or anyone else) or in another domestic partnership; and
- 6. The parties are financially interdependent.

To be eligible for the Allowance, all of the following conditions also apply:

- 1. The Domestic Partner must not have access to group health plan (medical) coverage through their own employer (if employed);
- Proof (to the satisfaction of Genesco) of the Domestic Partnership and other conditions of eligibility
  must be provided upon initial application for the Allowance and at any time and from time to time
  thereafter if requested by Genesco (see Section V below).

# Section II - Application and Documentation

To apply for the Allowance, the Eligible Employee must submit all of the following documentation to Genesco Total Rewards at Benefits@genesco.com:

1. A signed (by both parties) and notarized Certification and Agreement (this document);

- 2. Copies of both parties' driver's licenses or state-issued identification cards or other documentation (e.g., utility bill(s)) showing the same primary residence for each party;
- 3. Documentation evidencing two (2) of the following (or similar circumstances) to show the financial interdependence (to the satisfaction of Genesco) of the parties:
  - a. Joint ownership of real property or a common leasehold interest in real property,
  - b. Common ownership of an automobile,
  - c. Joint bank account or credit card, or
  - d. A will that designates the other as a primary beneficiary or a beneficiary designation form for an IRA or retirement plan or life insurance signed and completed to the effect that one Domestic Partner is the beneficiary of the other (beneficiary designations under any Genesco-sponsored plan will not be accepted for this purpose); and
- 4. Documentation evidencing that the Domestic Partner does not have access to group health plan (medical) coverage through their own employer (if the Domestic Partner is employed) (e.g., a letter from the Domestic Partner's employer), or, if the Domestic Partner is not employed, a signed statement from the Domestic Partner attesting to that fact.

Contact <u>Benefits@genesco.com</u> if you need assistance with any of the required documentation described above. The Allowance (described in **Section IV** below) will begin once Genesco has received and approved all required documentation.

#### Section III - Notice Requirements

The Allowance is only available if (and only for as long as) all eligibility requirements are met. If at any time you cease to qualify for the Allowance (for example, because your Domestic Partnership ends, including by marriage; or the Domestic Partner gains eligibility for group health plan (medical) coverage through their own employer), then you must notify Total Rewards at <a href="mailto:Benefits@genesco.com">Benefits@genesco.com</a> as soon as possible and within 31 days of the event giving rise to the loss of eligibility.

#### Section IV - Allowance

The Domestic Partner Allowance is \$290 per month, paid in monthly installments as taxable income to the Eligible Employee. All required documentation must be provided with the request for the Domestic Partner Allowance and must be approved by Genesco prior to any Allowance payment(s) being issued.

Genesco reserves the right to seek repayment of any Allowance overpayments for any period(s) of ineligibility or of any Allowance payment(s) made in error. Genesco also reserves the right, in its sole discretion, to amend or eliminate the Domestic Partner Allowance at any time, with or without advance notice to any person(s).

#### **Section V- Reverification**

Genesco reserves the right at any time and from time to time to require, as a condition of continued eligibility for the Allowance, reverification of eligibility, including updated documentation described in **Section II** above.

# Section VI - Acknowledgments, Signatures, and Notary

By our signatures below, we, the Eligible Employee and Domestic Partner: (i) attest that our relationship satisfies the definition of a Domestic Partnership as set forth in **Section I** above and we otherwise meet the eligibility requirements described in this Certification and Agreement; (ii) agree to provide all required documentation as outlined in **Section II** and **Section V** above; (iii) have read, understand, and agree to all of the terms and conditions set forth in this Certification and Agreement, including but not limited to the notice requirements set forth in **Section III** above; and (iv) certify that the information and documentation provided in and with (or with respect to) this Certification and Agreement is true and accurate.

By our signatures below, we also acknowledge that: (i) we have been advised that we should consult tax and/or other professional(s) regarding the tax and/or other implications of signing this Certification and Agreement; and (ii) we understand that this Certification and Agreement is used by Genesco solely for the purpose of the Domestic Partner Allowance and its submission may not be relied upon for any other purpose (for example, it does not result in the naming of the Domestic Partner as the Eligible Employee's beneficiary under any employee benefit plan sponsored by Genesco).

By my signature below, I, the Eligible Employee, understand that if any of the information and/or documentation provided in and with (or with respect to) this Certification and Agreement is not true and correct, Genesco reserves the right to take any action permitted by company policy and/or by law, including, but not limited to, termination of my employment and requiring my repayment of any Allowance overpayments.

By:

|                           |            | (Signature of <b>Eligible Employee</b> )  |
|---------------------------|------------|---|
|                           | Printed Na | me:                                       |
| Date:                     | Ву         | : (Signature of <b>Domestic Partner</b> ) |
|                           | Printed Na | me:                                       |
| NOTARY                    |            |   |
| SUBSCRIBED and SWORN TO I | ME         |   |
| this day of               |            |   |
| HR USE ONLY               |            |   |
| Processed by:             |            |   |
| Approval:                 |            |   |
| Date:                     |            |   |