**AFFIDAVIT OF DOMESTIC PARTNERSHIP**

|  |  |  |  |
| --- | --- | --- | --- |
| Employee Name (Last, First Mi) |  | Employee Number |  |
| Domestic Partner Name (Last, First Mi) | | Domestic Partner Date Of Birth (Month/Date/Year) | |

I, **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**Employee**),** and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Domestic Partner) certify under penalty of perjury, under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, that the following statements are is true and correct and, therefore, we qualify as each other’s “Domestic Partner.”

1. We are each other's sole Domestic Partner and intend to remain so indefinitely.
2. Neither one of us is legally married.
3. We are at least eighteen (18) years of age and mentally competent to consent to contract.
4. We are not related by blood to a degree of closeness that would prohibit legal marriage in the state in which we legally reside.
5. We reside together in the same residence and intend to do so indefinitely.
6. We are jointly responsible for each other's common welfare and financial obligations
7. We agree to notify the Microsoft Benefits department if there is any change of circumstances attested to in this affidavit within thirty (30) days of the change. Except for a temporary residence change in which we reside in separate residences for a period of time lasting not more than 90 days, we agree that any benefits available to the non-employee Domestic Partner shall be terminated upon a change of circumstances attested to in this affidavit.
8. We understand that this information will be held confidential and will be subject to disclosure only (a) for business need, including (without limitation) administration of benefits; (b) upon our express written authorization or (c) if required by law or court order.
9. We understand that a civil action may be brought against us for any expenses incurred by Microsoft or any benefit plan providers, including reasonable attorney's fees, because of any false statement(s) contained in this Affidavit of Domestic Partnership.
10. We understand that this declaration of responsibility for our common welfare may have legal implications under Federal and State law.
11. We agree that this affidavit may constitute, or contribute to, the establishment of community property in a court of law. Such community property may include without limitation Microsoft stock holdings including shares purchased through the Employee Stock Purchase Plan, Microsoft stock options and stock awards, the Savings Plus401(k) Plan, and other property and assets.
12. I, the undersigned Microsoft Employee, understand that willful falsification of information on this affidavit may lead to disciplinary action, up to and including discharge from employment.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Employee Date Signature of Domestic Partner Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_ .

NOTARY PUBLIC in and for the State of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_