

The Vanguard Group, Inc. Benefit Plan AFFIDAVIT OF DOMESTIC PARTNERSHIP

Use this Affidavit of Domestic Partnership (“Affidavit”) if you would like to cover your domestic partner and/or their children under The Vanguard Group, Inc. Benefit Plan (“Plan”).

You must complete all sections, sign this Affidavit in the presence of a notary public, and send the completed Affidavit and supporting documentation to Crew Central, Mailstop M20. Upon receipt, Crew Central will review the Affidavit and documentation before making its determination, and then either confirm eligibility for coverage or notify you if any further information is required.

Please keep a copy of all materials presented for your own records.

Name of Crew Member:	Crew ID:
Name of Domestic Partner:	

We, the above named persons, certify that we meet the following eligibility criteria for domestic partnership set forth below:

- We have been living in a committed and exclusive relationship, have continually resided in the same primary residence for a period of at least six months, and intend to continue to reside together permanently;
- We are each other’s sole domestic partner and intend for our domestic partnership to be permanent;
- We are jointly responsible for each other’s common welfare and financial obligations, or the non-crew member domestic partner is chiefly dependent upon the crew member for care and financial assistance;
- Neither of us is married (either legally or by common law) to anyone else, a domestic partner of anyone else, or legally separated from anyone else;
- We are 18 years of age or older;
- We do not have a blood relationship that would bar marriage under the laws of the State in which we reside, (or if applicable, were married), and we have otherwise satisfied all other marriage requirements imposed by such State;
- We are not in this relationship solely for purposes of obtaining benefits; and
- We have provided the documentation requested by HR (a photocopy of one item from List A and one item from List B, unless otherwise noted) supporting our domestic partnership.

List A	List B
<ul style="list-style-type: none"> • Joint deed, mortgage, or lease for the past six months; • Proof of civil union (no item from List B needed); or • Any documentation proving that you and your domestic partner have lived in the same residence for at least the past six months and will continue living at the same residence for the duration of the domestic partnership. 	<ul style="list-style-type: none"> • Joint obligation of any loan agreement or credit card agreement; • Any life insurance policy, including a Vanguard policy or last will and testament, on which your domestic partner is named as the beneficiary, or vice versa; • Any durable or health care power of attorney granting power of attorney to your domestic partner, or vice versa; or • Any documentation indicating joint ownership of property, such as automobiles, bank accounts, or real estate.

We understand that:

- Domestic partner benefits under The Vanguard Group, Inc. Benefit Plan may have federal and, possibly, state and local tax consequences;
- If the domestic partnership no longer meets all of the criteria attested to in this Affidavit, we must file an Affidavit of Termination of Domestic Partner Benefits within 30 days of such change;
- If we supply false information in this Affidavit, submit fraudulent benefit claims, or fail to notify Vanguard of any termination of our domestic partnership, Vanguard may:
 - 1) recover any claims paid as a result of such false information; and
 - 2) initiate disciplinary action which may include termination of the crew member's employment. We further understand that any person/employer/company who suffers any loss due to any false statement contained in the documents provided as part of this Affidavit, or any fraudulent benefit claims, may bring a civil action against either or both of us to recover their losses, including reasonable attorneys' fees. Accordingly, we hereby agree that Vanguard, in accordance with applicable law, may deduct any amounts due from the crew member's paycheck or from any other remuneration owed to the crew member; and
- The filing of this Affidavit may have other legal and/or financial consequences, including that it may be regarded as a factor leading a court to treat the relationship as the equivalent of marriage for purposes of establishing and dividing community property, assigning community debt, and for the payment of support.

Acknowledgments:

- We certify that any and all representations we have made, as well as information we have provided as part of this Affidavit as evidence of our domestic partnership, are true and accurate and that the attached documents are authentic.
- We agree to indemnify, jointly and severally, Vanguard and the Benefits Committee for any expenses or liabilities they incur as a result of any misrepresentations or inaccuracies, whether made knowingly [or unknowingly], in this Affidavit or in any of the information concerning our domestic partnership provided with this Affidavit.
- We provided the information in this Affidavit for use by Benefits for the sole purpose of determining our eligibility for domestic partner benefits.
- We have been advised to consult with an attorney regarding the possibility that the submission of this Affidavit may have other legal and/or financial consequences, including the fact that it may, in the event of the termination of the domestic partnership, be regarded as a factor leading a court to treat the relationship as the equivalent of marriage for purposes of establishing and dividing community property, assigning community debt, and for the payment of support.
- We understand that once I terminate coverage for my domestic partner, for whom I pay for benefits on an after-tax basis, by filing an Affidavit of Termination of Domestic Partner Benefits, the domestic partner will no longer be eligible for benefits.

Crew Member's Signature

Date

Domestic Partner's Signature

Date

Sworn to and subscribed before me on this ____ day of _____, 20__.

Notary Public

My Commission Expires:

Complete this section if you would like to cover your domestic partner's child(ren) under the Plan.

Generally, if you cover your domestic partner's child(ren) under the Plan, the cost of such coverage is paid on an after-tax basis. However, coverage can be paid on a pre-tax basis if your domestic partner's child(ren) is considered your dependent for federal income tax purposes and they meet all the conditions of a tax dependent required by Section 152 of the tax code. While this situation is not common, we will be able to accommodate these children as your dependents and any premiums paid during the year for your domestic partner's child(ren) will be treated as pre-tax contributions to the Plan.

If you wish to cover your domestic partner's child(ren) under the Plan on a pre-tax basis, you will need to sign the certification statement below.

I certify that my domestic partner's child(ren) meets the following eligibility criteria for obtaining tax-favored benefits under the Plan for each applicable calendar year of coverage:

- Resides in the same primary residence as me and is a member of the my household;
- Relies upon me for over one-half of their financial support;
- Is/are a citizen, national or resident of the United States;
- Is/are not "qualified children" (as described in section 152(c) of the Internal Revenue Code) of any other taxpayer for the entire coverage period (meaning the child(ren)'s) is not claimed as a tax dependent on any other taxpayer's tax returns;

Crew Member's Signature

Date

Please complete the following information for any domestic partners child(ren) that you will be including on the Plan and indicate how you intend to pay for their benefit coverage:

Name of Domestic Partner's child:	DOB:	Social Security Number:	(circle one) After-tax Pre-tax
Name of Domestic Partner's child:	DOB:	Social Security Number:	(circle one) After-tax Pre-tax