



CONFIDENTIAL

AFFIDAVIT OF DOMESTIC PARTNERSHIP

(To be completed only if employee has not registered domestic partnership in their State of residence)

GUIDANCE SOFTWARE

(The Employer)

1. I, _____ *(print full legal name of Employee)* certify that
_____ *(print name of Domestic Partner)* and I reside together at:

_____ *(address)*

as a non-married cohabiting couple, and we intend to cohabit indefinitely and share the common necessities of life.

2. We hereby affirm that:

- (1) We reside together and share the common necessities of life.
- (2) We are not married to anyone.
- (3) The effective date of this Domestic Partnership is _____.
- (4) We are at least eighteen (18) years of age.
- (5) We are not related by blood, closer than would bar marriage in the State in which we are cohabiting, and are mentally competent to consent to contract.
- (6) We are each other's sole Domestic Partner and intend to remain so indefinitely and are responsible for our common welfare.
- (7) We are not married under either statutory or common law.
- (8) We understand that any losses suffered by Guidance Software, Inc. as a result of false statements contained in this Affidavit of Domestic Partnership may result in civil action to recover losses.

3. We agree to notify the Employer if there is any change of circumstances attested to in this Affidavit within thirty (30) days of said change by filling a Statement of Termination of Domestic Partnership. Such Statement shall affirm under penalty of perjury that the Partnership is terminated and that a copy of the Statement of Termination of Domestic Partnership has been mailed to the other partner.

4. After such termination, I, _____ *(the Employee)* understand that I cannot file another Affidavit of Domestic Partnership with the Employer until at least six (6) months after the date the previous Statement of Termination of Domestic partnership was filed with the Employer.

5. We understand that any person/employer/company who suffers any loss because of a false statement contained in any Affidavit of Domestic Partnership may bring a civil action against us to recover their losses, including reasonable attorneys' fees.

6. We provide the information in this Affidavit to be used by the Employer for the sole purpose of determining our eligibility for Domestic Partnership benefits. We understand that this information will remain confidential and will be subject to disclosure only upon our express written authorization or as legally required.

7. We are aware that, because a Domestic Partner and the Dependent Children of a Domestic Partner may not qualify as dependents of the Employee under Section 152 of the Internal Revenue Code, the value of coverage received by the Domestic Partner and/or the Dependent Children of the Domestic Partner under the Employer's plan may be treated as wages paid to the Employee for the purpose of income tax withholding and employment taxes. If the Domestic Partnership is registered with the State of California, it is likely there is not a State income tax liability for the value of this coverage.



8. Any payroll deductions that are required to contribute to the cost of a Domestic Partner or the Dependent Children of a Domestic Partner may not be deducted on a pre-tax basis. The amount of payroll deductions attributed to the cost of a Domestic Partner or the Dependent Children of a Domestic Partner will be deducted each pay-period on a post-tax basis. Similarly, claims may not be submitted to a Flexible Spending Account (FSA) for a Domestic Partner or the children of a Domestic Partner, due to Internal Revenue Service (IRS) regulations.

(1) We understand that under the Federal family and Medical Leave Act, the Employer is not required to grant an Employee family leave to care for his or her Domestic Partner.

9. We affirm, under penalty of perjury, that the assertions in this Affidavit are true to the best of our knowledge.

Date

Signature of Employee

Date of Birth

Date

Signature of Domestic Partner

Date of Birth

This AFFIDAVIT OF DOMESTIC PARTNERSHIP is accepted by _____ (name of Employer) this _____ of _____, 201 .

(Employer)

By: _____

Title: _____