



Statement of Domestic Partner Relationship

This Statement of Domestic Partner Relationship (“Statement”) applies to the benefit plans and relocation policy (collectively referred to as the “Benefit Plans”) sponsored by The Dow Chemical Company and Union Carbide Corporation (collectively referred to as “Dow/UCC”), which are administered by The Dow Chemical Company (The Dow Chemical Company is referred to as the “Plan Administrator” when it is acting in its capacity as plan administrator), including but not limited to the survivorship provisions of the applicable pension plans and the Dow Employees’ Savings Plan. The purpose of this Statement is for an employee or retiree who is eligible under the Benefit Plans (“Participant”) to certify that the Participant is in a Domestic Partnership, as defined under the applicable Benefit Plans.

I. DECLARATION

_____/_____/_____ and _____
Participant Name (print) Participant Number or Domestic Partner Name (print)
'Participant' Social Security Number 'Domestic Partner'

certify that we are Domestic Partners in accordance with the criteria listed in either Section II (A) or Section II (B) of this Statement and we certify further that we have read and understand all the provisions of this Statement.

II. CRITERIA

A. We certify that we meet all of the following criteria:

- i. We are living together at the time of our signing of this Statement;
- ii. We are not married to other persons;
- iii. We are each other's sole Domestic Partner in a committed relationship similar to a legal Marriage relationship and we intend to remain in the relationship indefinitely;
- iv. We are both legally competent and able to enter into a contract;
- v. We are not related to each other in a way which would prohibit legal marriage;
- vi. In entering the relationship with each other, we are not acting fraudulently or under duress; and
- vii. We are financially interdependent and have provided the Plan Administrator with the following two items of proof evidencing our financial interdependence:
(Enclose copies of any two of the following)

- _____ proof of joint bank account
- _____ proof of joint lease/ownership of mutual residence
- _____ joint billing statements for residential utilities (gas, electric, telephone, etc.)
- _____ joint insurance documents (property, life, automobile)
- _____ joint credit card accounts
- _____ joint loan agreements
- _____ joint automobile ownership

- B. We certify that we are registered as domestic partners or partners in a civil union in a state or municipality or country that legally recognizes such domestic partnerships or civil unions. Enclose a copy of your proof of registration.

III. CHANGE IN DOMESTIC PARTNERSHIP

We agree to notify the Plan Administrator if there is any change in our status as it relates to our Domestic Partnership. We further agree that such notification must be made within 30 days of a change in status by the Participant submitting to the Plan Administrator a *Termination of Domestic Partner Relationship Form*.

We acknowledge that only the Participant's signature is required on such form and that neither Dow/UCC nor the Plan Administrator are under any obligation to notify the Domestic Partner of the filing of the *Termination of Domestic Partner Relationship Form* or termination of any applicable benefits.

We understand that, regardless of whether a *Termination of Domestic Partner Relationship Form* is filed, a Domestic Partnership is no longer recognized by Dow/UCC or the Plan Administrator if the Participant and Domestic Partner no longer meet the definition of Domestic Partnership as defined by the respective Benefit Plan. Dow/UCC and the Plan Administrator, however, have no affirmative obligation to change the status until it has satisfactory notice of the change in status. With respect to relocation benefits, such benefits for the Domestic Partner shall automatically cease at the end of the month following the earliest of any of the following:

- A. The termination of Participant's employment with Dow/UCC
- B. The death of Participant
- C. The death of Domestic Partner
- D. The failure of Participant and Domestic Partner to continue to meet the criteria for a Domestic Partnership as set forth in Section II of this Statement
- E. The filing of a *Termination of Domestic Partner Relationship Form* with the Plan Administrator.

All other terms and conditions of the applicable Benefit Plan or policy or procedure apply.

IV. ACKNOWLEDGEMENTS

We further understand and agree as follows:

- A. We certify that this *Statement* is submitted for the purpose of securing certain benefits for a Domestic Partner and we affirm under penalties of perjury that the statements made in this *Statement* are true and accurate representations to the best of our knowledge.
- B. We understand that if any of the representations contained in this *Statement* is false or fraudulent, any benefits provided to Domestic Partner will be void or voidable, retroactive to the date of this *Statement*.
- C. We understand that we are jointly and severally responsible for the reimbursement of any expenses incurred as a result of any false or misleading statement contained in this *Statement*, or as a consequence of failing to notify the Plan Administrator of a changed circumstance affecting the eligibility of our Domestic Partnership. Such expenses may include legal fees and the cost of any benefits paid by the Dow/UCC or Plan Administrator.
- D. We understand that the purpose of this *Statement* is to provide the Plan Administrator evidence of a Domestic Partnership only and that, by accepting this *Statement*, neither Dow/UCC nor the Plan Administrator guarantees

eligibility for coverage or benefits for the Domestic Partner, as eligibility for coverage and benefits is determined on the basis of all of the terms and conditions of the applicable Benefit Plan.

- E. We acknowledge that we are advised to consult an attorney regarding the possibility that the filing of this *Statement* may have certain legal and tax consequences, including the fact that it may, in the event of a termination of the Domestic Partnership, be regarded as a factor leading a court to treat the relationship as the equivalent of marriage for the purpose of establishing and dividing community property, or for ordering payment of support.

V. DOW'S RIGHTS

- A. The Dow Chemical Company and Union Carbide Corporation each reserves the right to modify or amend, at any time and in any way whatsoever, the terms of their respective Benefit Plans, including eligibility requirements or the terms and conditions for coverage of Domestic Partners or to terminate coverage completely.
- B. The Dow Chemical Company and Union Carbide Corporation each reserves the right to modify their respective criteria for establishing a Domestic Partnership and to request appropriate additional documentation in support of this *Statement*.

We declare, under penalty of perjury under governing state laws, that the statements set forth above are true and correct.

Participant:

Signature

Date: _____

Domestic Partner:

Signature

Date: _____

Complete, sign, attach all required documents and mail to

Dow Benefits Service Center
Coverage Compliance Department: Dow
P.O. Box 981901
El Paso, TX 79998