



Affidavit of Domestic Partnership

Employee Information

Name:
Address:

Domestic Partner Information

Name:
Address:

We, the above parties, hereby declare that we are Domestic Partners and that we meet the following criteria of a Domestic Partnership:

- 1) We have shared the same principal residence and been living in a committed exclusive relationship of mutual caring and support for at least one year.
- 2) We intend for our Domestic Partnership to be permanent and are not in this relationship solely for the purpose of obtaining benefits.
- 3) We are financially interdependent such that we are jointly responsible for the common welfare and financial obligations of the household, or the non-employee Domestic Partner is chiefly dependent upon the employee for care and financial assistance.
- 4) We are each other's sole Domestic Partner and neither of us is legally married to any other individual.
- 5) We are both 18 years of age or older and are legally competent to enter into a contract.
- 6) We have registered as Domestic Partners in the state or municipality in which we live, if such registry is available, and have attached a copy of the filing to this affidavit for the Company's review.

We understand that:

- 1) Domestic Partner benefits may have federal and state tax consequences.
- 2) If the Domestic Partnership no longer meets all of the criteria attested to in this Affidavit, we must file a Certification of Termination of Domestic Partnership with TerrAscend's Benefits Department within thirty-one [(31)] days of such change.
- 3) If we intentionally misrepresent a material fact in this Affidavit or submit fraudulent benefit claims, or fail to notify the Company of any termination of our Domestic Partnership, the Company may:
 - Terminate the employee and/or domestic partner's benefits.
 - Recover any benefits improperly paid; or
 - Initiate disciplinary action which may include termination of the employee's employment.
- 4) Any person/employer/company who suffers any loss due to any false statement contained in the documents provided as part of this Affidavit, any fraudulent benefit claims, or failure to notify the Company as described above, may bring a civil action against either or both of us to recover their losses, including reasonable attorney's fees.



- 5) The filing of this Affidavit may have other legal and/or financial consequences, including the fact 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:

- 1) We understand that The Plan Administrator reserves the right to require such evidence as it deems necessary that a Domestic Partner satisfies the above eligibility requirements.
- 2) We certify that any and all representations that we have made and information that we have provided as part of this Affidavit as evidence of our Domestic Partnership are true and accurate and that any documents attached hereto or provided to the Company upon request are authentic.
- 3) We agree to indemnify, jointly and severally, the Company 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.
- 4) We have provided the information in this Affidavit for use by the Company for the purpose of determining our eligibility for Domestic Partner benefits.
- 5) We have been advised to consult with an attorney regarding the possibility that the filing 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.
- 6) We affirm, under penalties of perjury, that the assertions in this Affidavit are true and correct to the best of our knowledge and belief.

Employee Signature

Date

Domestic Partner's Signature

Date
