

AFFIDAVIT OF DOMESTIC PARTNERSHIP

In order to declare a domestic partnership, one of the following events must apply; please check the event below that applies to you.

- A. () The annual enrollment period is presently occurring.
- B. () I was hired within the past 31 days. Specify date of hire: _____
- C. () I met the 12-month requirement described on this Affidavit of Domestic Partnership within the past 31 days. Specify 12-month anniversary of beginning of domestic partnership: _____
- D. () My domestic partner's commencement or termination of employment within the past 31 days, thereby losing their own insurance coverage. Specify date: _____
- E. () The benefit plan year for my domestic partner differs from Nortel plan year. Changes must be made within 31 days of my domestic partner's annual enrollment effective date. Specify domestic partner's annual enrollment effective date: _____

We, _____ and _____,
(Print Employee Name) (Print Domestic Partner Name)

individually and collectively, hereby certify to Nortel (the "Company") that:

1. We have resided in the same residence, shared financial obligations, including our basic living expenses, and been each other's sole and exclusive partner (and publicly represented ourselves as such) for the twelve (12) month period preceding our signing of this Affidavit of Domestic Partnership ("Affidavit"), and we intend to continue doing so indefinitely. In support of this representation, we acknowledge that we must be able to provide two (2) documents from the list of Documents Evidencing Domestic Partnership (see list below) at such time as may be requested by HR Shared Services for audit purposes. We certify that those documents currently exist and are true and correct and that we can and will provide those documents to the company immediately upon receipt of a request from the Company.
2. In the twelve (12) months we have been together neither of us is/has been married to anyone nor has or has had another domestic partner. We are not related by blood or marriage to a degree that would prohibit a legal marriage in the state in which we reside.
3. Each of us is at least eighteen (18) years of age.
4. We are mentally competent to consent to contract.
5. We understand that a domestic partner and/or domestic partner's children can be added to Employee's Company health coverage within thirty-one (31) days of an appropriate Status Change, including establishment of a domestic partnership, or during the Company's annual enrollment period.
6. We agree that the Employee will notify the Company if there is any change so that the facts attested to in this Affidavit are no longer true, i.e. that the domestic partnership has ended, by contacting HR Shared Services to obtain a Termination of Domestic Partnership Statement and filing the statement with HR Shared Services within thirty-one (31) days of such change. We understand that when the Termination of Domestic Partnership Statement is filed, the domestic partner's and/or domestic partner's children's coverage under any applicable Company plans, programs, or procedures will cease at the end of the month in which the event occurs. Further, we acknowledge that, if we fail to file the Termination of Domestic Partnership Statement within thirty-one (31) days, said coverage will also be deemed to have ceased at the end of the month in which the event occurred. There will be no reimbursement to the Employee of premiums paid for periods prior to notifying Nortel of the

event and the completion of the related event changes, even though the domestic partner and/or domestic partner's children will not have been eligible for coverage. The domestic partner and/or domestic partner's children will have COBRA election rights by which any applicable health coverage may be continued. If the Employee fails to contact HR Shared Services within sixty (60) days of the termination of domestic partnership, the domestic partner and/or domestic partner's children will not be eligible for COBRA. If a termination in partnership occurs, the Employee will not be eligible to file or be designated a domestic partner on another Affidavit for twelve (12) months. (This twelve- (12) month limitation is also applicable to the domestic partner if he/she is a Company employee.) We agree that the Company and its agents shall have no duty to notify the domestic partner of the filing of a Termination of Domestic Partnership Statement.

7. We understand that, if the Company or its agents suffer any loss directly or indirectly as a result of a false statement contained in this Affidavit, such as, but not limited to, providing us with benefits for which we are not eligible, a civil action may be brought against us to recover such loss, including reasonable attorney's fees. Further, we understand that any false statement made in this Affidavit may result in discipline up to and including termination of employment of the Employee (and the domestic partner, if an employee of the Company).
8. We understand that there may be legal and tax consequences associated with our execution of this document and our participation or coverage under certain designated plans, programs, or procedures of the Company. We acknowledge that we have been advised by the Company to seek appropriate legal and tax advice.
9. We affirm, under penalty of perjury, that the assertions in this Affidavit are true and correct to the best of our knowledge.

Date

Signature of Employee

Employee's Global ID

Employee's Work Phone #

Employee's Birth Date

Employee's Social Security #

Date

Signature of Domestic Partner

Domestic Partner's Birth Date

Domestic Partner's Social Security #

STATE OF _____ COUNTY OF _____

Personally appeared before me, a Notary Public in and for the said County and State, the within named _____ and _____ with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained. Witness my hand and official seal at

_____, _____ this ___ day of _____, 20__.

Notary Public Signature _____

A.

My Commission Expires: _____

Please keep a photocopy of this document for your records. Return the *original* completed form to: HR Shared Services, Department 7094, Mail Stop 570020C2, P.O. Box 13010, Research Triangle Park, NC 27709-3010. If you have questions, please call HR Shared Services at ESN 355-9351, 919-905-9351, or 800-676-4636.

List of Documents Evidencing Domestic Partnership

The supporting documents must clearly refer to you and your domestic partner, and must show that your relationship has existed for at least the 12 months immediately preceding the date you sign this Affidavit. No more than one document from each of the following categories may be submitted:

1. Domestic Partnership Agreement
2. Registration of domestic partnership with local government where you live
3. Joint mortgage or lease or other evidence of joint ownership of real estate
4. Designation of domestic partner as primary beneficiary in your will, life insurance or IRA accounts (for these purposes only, primary beneficiary means a person to whom you have allocated 50% or more of your estate, life insurance or IRA accounts as applicable)
5. Durable power of attorney for property or health care
6. Evidence of joint ownership of a motor vehicle
7. Evidence of joint checking, savings or credit accounts

Reminder: To enroll your domestic partner and/or domestic partner's children in any Company Plans, you must separately submit your FLEX enrollment selections, including the names of your domestic partner and/or domestic partner's children and the plans in which you want them enrolled. Completion of this Affidavit alone will not enroll them in any Company Plans. You must return an original of this completed Affidavit to HR Shared Services during the annual enrollment period or within 31 days from the date of the Status Change event (e.g., your hire date, the date you meet the domestic partnership requirements).

You must actively select the plans in which you want to enroll your domestic partner and/or domestic partner's children. No one, including newborns, will automatically be added to your medical and/or dental/vision/hearing care plan, even if you have already enrolled for coverage.