



Your DuPont Benefit Resources

Domestic Partner Handbook

January 2023

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Preface

This booklet provides a concise description of benefits available for same and opposite gender domestic partners of DuPont U.S. Region employees. The information in this booklet is not intended as advice on the tax rules and other legal issues related to domestic partnerships.

While this booklet contains detailed and important information about these benefits, every attempt has been made to communicate that information clearly and in easily understandable terms. All references to “the Company” in this document pertain to the specific company that employs you.

While the Company intends to continue the benefits and policies described in this booklet, the Company reserves the right to change, modify, or discontinue the benefits at its discretion at any time. This booklet does not constitute a contract of employment or guarantee of any particular benefit.

Please refer to the Employee Health, Insurance, and Other Benefits Summary Plan Description for further information about these benefits. In the event of a discrepancy between this handbook and any Plan document, the Plan document will govern.

Introduction

Reflecting DuPont’s commitment to diversity, employees may cover domestic partners as dependents in the following benefit plans, all of which are part of the DuPont Consolidated Health and Welfare Plan:

- The Medical Plan
- The Dental Plan
- The Vision Plan
- The Dependent Life Insurance Plan
- The Accidental Death Insurance Plan

A domestic partner must meet all eligibility criteria to participate in the benefit plans. Coverage continuation for medical, dental, and vision benefits is available, similar to the COBRA coverage available to spouses under federal law, should the domestic partner become ineligible to participate as a dependent.

In addition, Corporate guidelines recognize domestic partners for purposes of Adoption Assistance and Family Leaves (bereavement, family leave, and new parent). Check with your work site H.R. representative for details.

Eligibility

Active employees may add a domestic partner and eligible children of the domestic partner to their benefit plan coverage.

To qualify, you and your domestic partner must meet **all** of the following criteria:

- Have lived in a committed relationship for at least 12 consecutive months and intend to remain each other's domestic partner indefinitely;
- Reside together in the same permanent residence;
- Be financially interdependent and jointly responsible for the common welfare and financial obligations of the household or the domestic partner is chiefly dependent upon the employee for care and financial assistance;
- Be at least 18 years of age;
- Not be married to anyone else and not be the domestic partner or common law spouse of anyone else;
- Not be related by blood to an extent that would prohibit marriage under applicable law of the state in which you reside; and
- Not be in the relationship solely for the purpose of obtaining benefit coverage.

To qualify for domestic partner coverage, the employee and domestic partner are required to submit an affidavit to certify that the domestic partner is eligible for coverage. The cost of coverage for your domestic partner and his/her children is considered taxable income to you, the employee (unless those individuals are your tax dependents).

In order to be covered as a dependent in the medical plan, working domestic partners who do not work for the Company must purchase their employer's medical coverage as primary if any one of the available plans offered to the domestic partner costs less than \$100 per month for single coverage.

If you and your domestic partner work for the Company and are both eligible for the medical, dental and vision plans, neither you nor your domestic partner can be covered as both an employee and a dependent in the same plan.

Eligibility for your dependent children

You may cover your own dependent children who meet the eligibility criteria outlined in each benefit plan. You will be taxed on the cost of coverage for any child of your domestic partner who is not your own biological child or adopted child or otherwise your tax dependent.

Enrollment

Enrolling your domestic partner in the benefit plans

You can enroll your domestic partner and his/her eligible children as your dependents:

- During the Annual Enrollment period, each fall;
- When you first become eligible (generally as a newly hired, or rehired employee); or
- If you have a Qualifying Life Event.

If you are a newly eligible employee, you must make your benefit elections within 30 days of the date on your new hire or when you first become eligible to enroll. Otherwise, your domestic partner and his/her children will not have coverage.

If you enroll your domestic partner and his/her eligible children when you first become eligible or if you have a qualifying life event, the Dependent Verification Center will mail you a notification to verify eligibility, along with an Affidavit of Domestic Partnership, within two weeks. Instructions on how to submit verification and documentation will be explained in the notification. To avoid any delay in benefit coverage, please submit proper documentation by the deadline noted. If you don't return the appropriate documentation by the noted deadline, dependent coverage will be dropped.

If you enroll your domestic partner and his/her eligible children during Annual Enrollment, the mailing will occur by mid-January of the following calendar year.

You and your domestic partner must submit an original, notarized Affidavit of Domestic Partnership certifying that your domestic partner meets the Company's eligibility criteria. By signing an Affidavit of Domestic Partnership before a notary public, you and your domestic partner attest to a series of statements that establish your relationship and accept agreed terms. Submission of a completed Affidavit of Domestic Partnership is required in order for your domestic partner to continue to participate as a dependent in the Company benefit plans. It does not grant your domestic partner any rights to any other Company benefit plan including spousal survivor benefits under the Retirement Savings Plan. Nor does it permit reimbursements for your domestic partner's expenses from your limited purpose health care flexible spending account, traditional health care flexible spending account, dependent care flexible spending account, or health savings account unless the individual is your federal tax dependent. (Refer to IRS publication 969 for details on distributions from flexible spending accounts and health savings accounts.)

You may only cover children of your domestic partner if you and your domestic partner have submitted an original, notarized Affidavit of Domestic Partnership and provided appropriate documentation to support their eligibility.

NOTE: An Affidavit of Domestic Partnership and benefit coverage have led some courts to recognize non-marriage relationships as the equivalent of marriage when establishing and dividing joint property. Because there may be other implications to signing this document, you are urged to seek appropriate advice before signing it.

When coverage begins

Coverage for your domestic partner and his/her children is contingent upon approval of the completed Affidavit of Domestic Partnership. If you enroll your domestic partner in your benefits during the Annual Enrollment period, coverage will begin January 1 of the next calendar year. If you are a new hire and enroll your domestic partner in your benefits within 30 days of becoming eligible, medical, dental and vision coverage will begin as of your date of hire. If you do not submit a completed, notarized Affidavit of Domestic Partnership and requested documentation to prove your dependent(s) eligibility by the noted deadline, their coverage will be dropped.

Benefit plan coverage remains in effect for the remainder of the plan year (January 1–December 31) unless you experience a Qualifying Life Event and make a corresponding election change. Refer to the “Making Changes” section below for information on Qualifying Life Events.

Dependent life insurance and voluntary accidental death insurance for domestic partners is subject to completion of an Affidavit of Domestic Partnership, underwriting requirements and may require Evidence of Insurability (EOI). Dependent life insurance and voluntary accidental death insurance for children of a domestic partner is subject to completion of an Affidavit of Domestic Partnership. Coverage begins the first of the month following the date the insurance company approves the enrollment.

Making Changes

You may change your benefit plan coverage mid-year only if you have a Qualifying Life Event; otherwise, you may only make changes during the Annual Enrollment period.

Qualifying Life Events

You can change your coverage during the year if you experience certain Qualifying Life Events. Your change must be consistent with and because of your Qualifying Life Event and not solely for financial reasons. Changes to medical or dental plan options, such as switching from the medical Premium Saver Option to the Core Option are not permitted mid-year.

Qualifying Life Events include:

- Satisfying the criteria to cover your domestic partner as certified by filing an Affidavit of Domestic Partnership;
- The death of your domestic partner or his/her dependent child;
- The end of your domestic partnership as certified by filing an Affidavit of Termination of Domestic Partnership;

- An employment status change by you or your domestic partner (from full-time to part-time, or vice versa);
- Your domestic partner takes an unpaid leave of absence;
- Your domestic partner's employer's medical coverage changes significantly; and
- The loss or start of your domestic partner's employment.

For more information on Qualifying Life Events contact DuPont Connection or refer to the Employee Health, Insurance, and Other Benefits Summary Plan Description.

All benefit changes related to the Qualifying Life Event must be made at the same time.

If you have a Qualifying Life Event and change your benefit elections within 30 days of the Qualifying Life Event, your medical, dental, and vision changes, if applicable, will generally be effective prospectively. Changes to life insurance, accidental death insurance and flexible spending accounts (if applicable) will be effective on the first of the month following the date you make your election changes (unless evidence of insurability is required).

If you report your Qualifying Life Event after 30 days, but within 90 days of the Qualifying Life Event by calling DuPont Connection, your medical, dental, and vision changes, if applicable, will be effective on the date of your call. Changes to life insurance, accidental death insurance, and flexible spending accounts (if applicable) will be effective on the first of the month following the date of your call (unless evidence of insurability is required). However, in no event may an election change be made later than 90 days following the Qualifying Life Event.

If your domestic partner becomes eligible during the year

Meeting the criteria for covering a domestic partner is a Qualifying Life Event that permits you to add your domestic partner and his/her children who meet the eligibility requirements, to your benefits coverage.

Within two weeks of enrolling your domestic partner and his/her eligible children, the Dependent Verification Center will mail you a notification to verify eligibility, along with an Affidavit of Domestic Partnership. Instructions on how to submit verification and documentation will be explained in the notification. To avoid any delay in benefit coverage, please submit proper documentation by the deadline noted. If you don't return the notarized Affidavit of Domestic Partnership and other appropriate documentation by the noted deadline, coverage will be dropped.

If your partnership ends

If your partnership ends or your domestic partner no longer meets all of the eligibility requirements, your domestic partner is no longer eligible to participate in the benefit plans. You must notify DuPont Connection at 1-833-253-7719 within 30 days if your domestic partner no longer meets the plans' definition of an eligible dependent.

Your domestic partner, and his/her children, will automatically be removed from your benefit coverage. The effective date of coverage termination is the end of the month in which your relationship ended or eligibility otherwise ceased. The Plan Administrator may take action to recover the value of any benefits provided following the date your domestic partner became ineligible for coverage.

Your domestic partner, and his/her children, will be eligible for medical, dental, and vision coverage continuation for a period of up to 36 months, similar to COBRA coverage, if you notify the Plan within 30 days of the end of the month in which your partnership ended.

If your domestic partner dies

In the event that your domestic partner dies, you must notify DuPont Connection at 1-833-253-7719 in order to remove your domestic partner and his/her dependent children, from coverage. Your domestic partner's children, who are not your biological or adopted children (or otherwise your tax dependents), will be eligible for medical, dental and vision coverage continuation, similar to COBRA coverage.

In the event of your death

If you should die while your domestic partner is a covered dependent under the medical, dental and/or vision plans, your domestic partner, and his/her children, may continue such coverage for a period of up to 36 months, similar to COBRA coverage. Refer to the Employee Health, Insurance, and Other Benefits Summary Plan Description available on-line at <http://digital.alight.com/dupont> for further details. Your domestic partner or a family member should contact DuPont Connection at 1-833-253-7719 to report the event.

Premiums and Tax Implications

The Company's share of the cost of covering a domestic partner is the same as for a spouse. For your share, you'll pay the monthly premium shown on your personalized enrollment materials plus any required tax on the total cost (both the Company share and your share) of your domestic partner's coverage. If you elect to cover children of your domestic partner who are not your own biological or adopted children (or otherwise your tax dependents), the value of the children's coverage will also be taxed. Be sure to factor in the additional taxes when calculating your total cost of coverage.

Premiums

The amount you contribute for domestic partner coverage is known as the employee premium. Premiums for domestic partner coverage are no different from the premiums paid for spouse coverage. Similarly, premiums to cover your domestic partner's child are no different from the premiums paid for covering your own child. These premiums are noted in the Employee Health, Insurance, and Other Benefits Summary Plan Description as well as in the Annual Enrollment Guide and on your personalized enrollment materials.

Tax implications

Under the Internal Revenue Code, the value of employer-provided health care coverage for an employee, a spouse and dependent children (as defined under the Code) is not taxable income. However, if coverage is provided for other individuals who are not considered tax dependents, the value of the coverage must be treated as taxable income to you, the employee. Therefore, the full cost of the medical, dental, vision, and accidental death insurance coverage for your domestic partner and his/her children, both your share and the Company share, will be added to your income and subject to ordinary federal, FICA, state, local and any other applicable payroll taxes. (Note that the value of dependent life insurance is not taxed since it is fully paid by you with after-tax dollars.) Because of the tax implications of providing a domestic partner with certain coverage, you may want to consult a tax advisor.

If you will be claiming your domestic partner as your legal tax dependent, you may be eligible for a tax deduction on the amount of the tax associated with the value of your domestic partner's benefit. Consult your tax advisor for advice.

Determining the taxable value of coverage

The taxable value of the coverage is referred to as imputed income. The imputed income amounts represent the fair market value of the coverage provided to your domestic partner and his/her children. The imputed income amounts are added to the income shown on your pay stub and W-2 statement and you are taxed at the normal income tax rate that applies to your regular pay.

The imputed income amount is calculated by subtracting the total cost of coverage for you from the cost of the coverage for you and your domestic partner. (Note that the total cost of coverage includes the portion paid by DuPont as well as your share of the

premium.) You are also taxed on the value of coverage for any children of your domestic partner who are not your own biological or adopted children (or otherwise tax dependents).

Examples showing the monthly taxable value of the Company medical, dental and vision plan options (based on 2022 plan costs) are shown below.

2023 Domestic Partner Imputed Income Calculation Examples						
Taxable value for covering your domestic partner						
Benefit Plan		Total Monthly Cost of You Plus Partner Coverage*	minus	Total Monthly Cost of You Only Coverage*	equals	Amount of Monthly Imputed Income
Medical	Premium Saver Option	\$1,350.25	-	\$482.23	=	\$868.02
	Core Option	\$1,492.83	-	\$533.15	=	\$959.68
	Traditional Copay PPO Option	\$1,375.95		\$491.41		\$884.54
Dental	Standard Coverage	\$52.38	-	\$27.23	=	\$25.15
	High Coverage	\$88.60	-	\$46.97	=	\$41.63
Vision	Standard Coverage	\$13.81	-	\$7.95	=	\$5.86
Taxable Value for Covering Your Domestic Partner and Children of Your Domestic Partner Who are Not Your Own Biological or Adopted Children						
Benefit Plan		Total Monthly Cost of Family Coverage*	minus	Total Monthly Cost of You Only Coverage*	equals	Amount of Monthly Imputed Income
Medical	Premium Saver Option	\$1,736.03	-	\$482.23	=	\$1,253.80
	Core Option	\$1,919.35	-	\$533.15	=	\$1,386.20
	Traditional Copay PPO Option	\$1,769.08		\$491.41		\$1,277.67
Dental	Standard Coverage	\$99.50	-	\$27.23	=	\$72.27
	High Coverage	\$151.57	-	\$46.97	=	\$104.60
Vision	Standard Coverage	\$20.47	-	\$7.95	=	\$12.52

* Before Healthy Incentive Credit

Health Savings Account Implications

If you cover your domestic partner and his/her children who meet the eligibility requirements under the Medical Plan, and you do not claim them as dependents on your tax return, distributions from your health savings account related to claims incurred by your domestic partner and/or his/her children will not be “qualified medical expenses” and will be taxable and may be subject to an additional 20% tax.

When Coverage Ends

Medical, dental and vision coverage ends at the end of the month in which you or your dependent(s) are no longer eligible for coverage. Continuation of medical, dental and vision coverage is available for your domestic partner and his/her children, just as it is available to spouses and children of employees.

Refer to the Employee Health, Insurance, and Other Benefits Summary Plan Description for further information on continuation of coverage.

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(9/2022)



AFFIDAVIT OF DOMESTIC PARTNERSHIP

I. Declaration

I, (Employee’s name), certify that (Name of Domestic Partner) and I are domestic partners in accordance with the criteria listed below and, as such, are eligible for medical, dental, vision, dependent life insurance, and accidental death insurance benefit coverage as defined by DuPont.

Our domestic partnership began on _____.

II. Domestic Partner Criteria

We certify that we meet **all** of the following criteria:

- We have lived in a committed relationship for at least 12 consecutive months and intend to remain each other’s domestic partner indefinitely;
- We reside together in the same permanent residence;
- Neither of us is: (1) married to anyone else, (2) the domestic partner of anyone else, or (3) the common law spouse of anyone else;
- We are not related by blood to an extent that would prohibit marriage under applicable law of the state in which we reside;
- We are both at least eighteen (18) years of age;
- We are not in the relationship solely for the purpose of obtaining benefit coverage; and
- We are financially interdependent and have enclosed copies of two of the following items evidencing our financial interdependence:
 - _____ proof of joint bank account
 - _____ proof of joint lease/ownership of mutual residence
 - _____ joint billing statements for residential utilities (gas, electric, phone, etc.)
 - _____ joint insurance documents (property, life, automobile)
 - _____ joint credit card accounts
 - _____ joint loan agreements
 - _____ joint automobile ownership

III. Termination of Domestic Partner Status

We acknowledge and agree that it is our responsibility to notify DuPont Connection within thirty (30) days if there is any change in our status as domestic partners that would

change the domestic partner's eligibility for benefits.

We understand that failure to notify DuPont Connection in a timely manner will neither prevent nor delay the termination of eligibility for benefits, effective as of the end of the month in which the relationship ended, and that we are liable for the costs of any benefits received by the domestic partner and/or his/her dependents who are no longer eligible for coverage under DuPont's plans. We understand that no retroactive adjustments will be made to imputed income or premiums.

IV. Benefits Information

We understand that this Affidavit must be filed in order for a domestic partner to be eligible for coverage under DuPont's benefit plans but that filing this Affidavit does not enroll us for any benefits. We acknowledge that we must follow established enrollment procedures to obtain coverage under any DuPont benefit plan for which a domestic partner is eligible.

We understand that unless a domestic partner (and his/her children, if applicable) is claimed as a dependent on the employee's tax return, distributions from a health savings account related to claims incurred by the domestic partner (and/or his/her children, if applicable) will not be "qualified medical expenses" and the distribution will be taxable and may be subject to an additional 20% tax.

We understand that the benefits for which an employee, a domestic partner or a dependent is eligible are determined solely by the provisions of the applicable benefits plan.

We acknowledge that filing this Affidavit does not automatically result in the naming of the domestic partner as beneficiary for any of the Company's plans.

V. Acknowledgements

- We acknowledge that the employee will be taxed on applicable imputed income, as required by applicable law, for coverage provided to the domestic partner and any children of your domestic partner who are not the employee's own biological or adopted children, under DuPont's medical, dental, and vision plans and that the employee will not be eligible to pay for the portion of health care premiums attributable to the domestic partner and any children of the domestic partner on a pre-tax basis.
- We acknowledge that we have provided this information to DuPont Connection's Dependent Verification Center for the sole purpose of determining our eligibility for specific DuPont benefits and that, while DuPont commits to respect the confidentiality of this information, the Company has the right to disclose it as necessary to administer its benefit plans appropriately.
- We acknowledge that the filing of this Affidavit may have other legal and/or

financial consequences and that some courts have recognized non-marriage relationships as the equivalent of marriage for the purpose of establishing and dividing joint property, assigning community debt, and for the payment of support.

VI. *Certifications*

We affirm, under penalties of perjury, that the assertions in this Affidavit are true and correct to the best of our knowledge and belief. We agree to indemnify, jointly and severally, the Company and/or its benefits administrators for any expenses or liabilities they incur as a result of any misrepresentations or inaccuracies, whether made knowingly or unknowingly.

SAMPLE

EMPLOYEE INFORMATION

Signature _____

Name (Printed) _____

Address _____

City, State, ZIP _____

Workday ID Number _____

Daytime Phone Number _____

Date Signed _____

State of _____

County of _____

City of _____

On this _____ *day of* _____, 20__

before me the subscriber _____
personally appeared, who by me being duly sworn, did depose and say that he/she has read the foregoing statement and swears or affirms the truth of the contents.

Notary Public _____

Return the completed, notarized Affidavit of Domestic Partnership to the Dependent Verification Center, in accordance with the instructions provided when the Affidavit was mailed to the employee.

DOMESTIC PARTNER INFORMATION

Signature _____

Name (Printed) _____

Address _____

City, State, ZIP _____

Social Security Number _____

Daytime Phone Number _____

Date Signed _____

State of _____

County of _____

City of _____

On this _____ *day of* _____, 20__

before me the subscriber _____
personally appeared, who by me being duly sworn, did depose and say that he/she has read the foregoing statement and swears or affirms the truth of the contents.

Notary Public _____

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