

Leaving the Company Summary for U.S. Dollar Payroll Employees

ConocoPhillips reserves the right to amend or terminate its benefits plans at any time, without notice, in its sole discretion. This is a brief general summary of certain terms and conditions of certain plans and is for information purposes only. If there are any discrepancies or conflicts between this information and the terms of the official plan documents or any underlying insurance contract, the official plan documents and insurance contracts will control your actual benefits. If you are in a job represented by a collective bargaining unit, the bargaining agreement or practices may affect or alter the information shown in this summary. This summary is not intended to describe terminations under sale-of-asset situations.

To Update Your Address

Many important documents, including paychecks due after termination, W-2 forms, benefit plan changes, retirement benefit information, etc., may be sent to your home address. To ensure you receive these items, it is vital that you keep your home address updated.

For active employees:

- Go to HR Express, click on personal info and the home address tab.

For former employees:

- Go to Your Benefits Resources (YBR) at <https://digital.alight.com/conocophillips>.
- Or call the Benefits Center at 800-622-5501 or 718-354-1344 (international callers), Monday-Friday, 8 a.m. to 6 p.m. (Central time).

For Questions About This Document

- **Health and Welfare and Pension benefit inquiries**, contact the Benefits Center at 800-622-5501 or 718-354-1344 (international callers), Monday-Friday, 8 a.m. to 6 p.m. (Central time).
- **Savings plan inquiries**, contact Vanguard at 800-523-1188, Monday-Friday, 7:30 a.m. to 8 p.m. (Central time).
- **Payroll, Vacation and all other HR inquiries**, contact HR Connections at 877-812-7547 or 918-661-5381 (international callers), Monday-Friday, 8 a.m. to 5 p.m. (Central time).

HR Online Resources

- Visit hr.conocophillips.com for benefit plan summaries and information.
- Visit Your Benefits Resources (YBR) through HR Express or at <https://digital.alight.com/conocophillips> for health and welfare coverage details and pension estimates. For more information on creating a password or using the YBR website, view the [How to Access YBR and/or Contact the Benefits Center Guide](#).
- Visit Vanguard through [HR Express](#) or at www.vanguard.com for savings plan details.

Prior to your departure, you will receive a U.S. Employee Exit Checklist from your supervisor to guide you through the items to be completed prior to leaving.

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Final Pay

The issuance of your final paycheck will be dependent upon your date of termination, payroll deadlines and state law. If your payroll checks are normally paid via direct deposit, your final payment will be remitted in the same manner; however, in the rare event your final payment occurs later than 60 days after your employment end date, a paper check will be mailed to your home address on record.

Applicable taxes will be withheld from your payment(s). State taxes will be based on your work location at the time of termination and residency at the time of payment. Depending on the date of your termination, deductions for health and welfare benefits may be withheld from your payment(s).

Vacation Pay

A payment in lieu of vacation will be made as soon as practical following your employment end date. If your payroll checks are normally paid via direct deposit, your pay in lieu of vacation will be remitted in the same manner; however, in the rare event your payment in lieu of vacation occurs later than 60 days after your termination date, a paper check will be mailed to your home address on record.

Applicable taxes will be withheld from your payment(s). State taxes will be based on your work location at the time of termination and residency at the time of payment. Depending on the date of your termination, deductions for health and welfare benefits may be withheld from your payment(s).

Certain terminated employees will receive a lump-sum payment in lieu of all carryover and earned vacation (as defined by the U.S. Vacation Policy) less used vacation during the calendar year of your employment end date:

- Those who voluntarily leave the company and are not retirement eligible.
- Those who are terminated for cause.

Note: If you use more vacation than the sum of your carryover and earned vacation, you will not receive a lump-sum payment.

Certain terminated employees will receive a lump-sum payment in lieu of all carryover and awarded vacation (as defined by the U.S. Vacation Policy) for the calendar year of your employment end date:

- Retirement eligible (defined as age 55 with at least 5 years of service) and not in a termination for cause situation.
- Divestiture or outsourcing.
- Layoff.
- Disability.
- Death.

Short-Term Disability Pay

Any Short-Term Disability taken within your final payroll period will be paid as usual and will be based on your current eligibility. Short-Term Disability pay ends on your termination of employment.

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Tax Equalization

If your employment with ConocoPhillips included an international assignment, both the Global Tax Equalization Policy and the Tax Equalization and Advance Agreement will remain in effect until all tax matters associated with the international assignment have been settled to the satisfaction of the company. This may be for several years after your employment ends and will be reviewed annually by the company.

Garnishments

Court-ordered wage assignments, such as child support payments, government levies, and bankruptcy or other garnishments, will be withheld from your final pay or, if applicable, severance payment(s).

Variable Cash Incentive Program (VCIP)

SUMMARY

The Variable Cash Incentive Program is a worldwide program covering most of ConocoPhillips' workforce in hourly paid jobs and in all salary grades. If the various business units and the company as a whole perform as expected or better, employees could receive cash payouts, generally in February.

VCIP award determinations and payments are performance-based and subject to executive approval. This applies to total company, business unit, subunit and individual performance. The company may change or discontinue the program at any time.

PURPOSE

The VCIP Program:

- Aligns employee compensation with the company's success on critical performance measures.
- Motivates and rewards employees to achieve business results that meet or exceed the operating plan.
- Provides variability and differentiation in compensation based on business and individual performance.

Generally, to be considered for an award, an employee must be with the company throughout the program year and remain with the company until the award is announced, usually in February after the close of the program year. The amount of the payout, if any, is determined by the company based on its determination of the performance of the company, business unit, subunit, individual and any other factors the company may take into consideration.

AWARDS FOR TERMINATED EMPLOYEES

Certain terminated employees are not eligible for awards:

- People who voluntarily leave the company during the program year.
- People who voluntarily leave the company after the program year and before the award is announced.
- People who are terminated for cause during the program year.
- People who are terminated for cause after the program year and before the award is announced.

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Certain terminated employees are eligible for awards if their employment is terminated by:

- Retirement (defined as age 55 with at least 5 years of service).
- Divestiture or outsourcing (with CEO approval).
- Layoff (if a waiver is required and has been signed).
- Disability.
- Death.

AWARDS FOR EMPLOYEES NOT ACTIVE THE ENTIRE PROGRAM YEAR

Certain people may be considered for awards, even though they were not actively at work during the entire program year, as follows:

- New hires (the amount of the award, if any, will generally be adjusted to reflect the portion of the program year actually worked as an eligible employee, assuming earnings are received during the program year).
- Individuals on family/medical or military leave of absence.
- People whose employment status changes from eligible to ineligible (or vice versa). The amount of the award, if any, will generally be adjusted to reflect the portion of the program year actually worked as an eligible employee, assuming earnings are received during the program year.

W-2 Delivery

For those who have elected to have electronic W-2 delivery:

- Please go to www.mytaxform.com to confirm your email address. You can access your email address by selecting "My Account," then select "E-mail." If the email address listed is a ConocoPhillips address, please update your information to a personal email address.
- Annually, ConocoPhillips will review elections for valid email accounts. If your election does not contain one or more personal email addresses, ConocoPhillips will cancel your request for electronic delivery and mail your W-2 to the current address in the HR system.

If you currently receive your W-2 in paper form via ground mail, no action is needed. You can, however, enroll to receive your W-2 electronically. To do so, simply log in to www.mytaxform.com and provide a personal email address when prompted.

Stock Purchase Program

Payroll deductions end as of the date your employment ends. If you have an account, you may continue to purchase stock direct through Computershare Trust Company, N.A. Please contact Computershare at 800-356-0066.

Tuition Reimbursement

No reimbursements will be made after termination or if you are out on disability or military leave. For laid-off employees, see Tuition Reimbursement After Layoff on Page 20 of this document.

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Verification of Employment

ConocoPhillips uses The Work Number® to provide automated employment verification for former employees. The Work Number® can be accessed 24 hours a day at 800-367-5690. Dates of employment and position title will be provided. If income verification is needed, the former employee may need to contact The Work Number® to authorize the release of this information.

Service Award Program

If you would have reached a ConocoPhillips service award anniversary milestone in the year in which your employment ends, information will be mailed to your home regarding gift selection.

Matching Gift Plan, Volunteer Grant and Dependent Scholarship Programs

Eligibility ends upon employment end date. If you are age 50 or older in the calendar year your employment ends and have met the retiree eligibility requirements under your retirement plan, you may be eligible for participation under the retiree provisions of the U.S. Matching Gift, Volunteer Grant and Dependent Scholarship programs. Retirees are **ineligible** to participate in these programs if they are:

- Retirees of less than 50% owned affiliates of ConocoPhillips.
- Actively employed full-time elsewhere, including self-employment.
- Eligible to participate in another company's employee giving program offer to employees or retirees.

For more information on the Employee Giving Programs, visit hr.conocophillips.com.

Adoption Policy

You must be an active employee on the date an adoption is finalized to be eligible for adoption assistance.

Wellness-Fitness Facility Use

Continuation of fitness facility use and memberships may vary from site to site. For more information on eligibility, contact your local ConocoPhillips Wellness Facility.

CP Alumni Group

You will automatically become a member of the CP Alumni Group. Membership is free to all former employees. Members will receive information about company changes and notices of company-scheduled regional meetings to provide updates on business performance and information of a political nature. However, you can choose not to be a member of the CP Alumni Group, receive company mailings, and/or receive information of a political nature by calling HR Connections.

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Company Retiree Clubs

Many retirees have formed groups to participate in common activities and share fond memories from their time at ConocoPhillips. You may receive information from the retiree association listed in your area. If you would like to participate in a retiree club, please reach out to a club member listed in the following chart:

Area	Who	Contact
Houston, Texas	CHARA (ConocoPhillips Houston Area Retiree Association)	www.charaonline.com chara.retirees@gmail.com George Heck: PresidentCHARA@gmail.com
Kerrville, Texas	Hill Country Retiree Association	Tim Doll, 830-257-4266 twdld@ktc.com
Ponca City, Okla.	ConocoPhillips Retirees Association (CRA) of Ponca City and Greater Kay County	www.cra-ponca.com

Occupational Health Exit Exams

Most employees are not eligible for an occupational health exit exam when they terminate from the company. However, if an employee is enrolled in the Hazmat or Hazardous Materials surveillance program or any other specific OSHA program that requires an exit exam, they have the option of having an exit physical exam if their most recent exam has been more than six months prior to their termination date. The exit exam should be conducted at a ConocoPhillips-approved health services facility. Contact HR Connections at 877-812-7547 to schedule an appointment.

Health and Welfare Benefits

Outlined below are overviews of various health and welfare benefits. For more specific information, consult the Summary Plan Descriptions (SPDs) for the insurance benefit plans, which are located at hr.conocophillips.com.

Medical/Dental/Vision/EAP Benefits

Active medical, dental, vision and Employee Assistance Plan (EAP) benefits end on the last day of the month in which employment ends.

HEALTH INSURANCE MARKETPLACE

- You may be eligible to buy an individual health plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Depending on your income and other factors, you may qualify for a premium tax credit or cost-sharing reduction subsidy. To learn more, visit healthcare.gov.
- Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

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COBRA CONTINUATION

- Termination of employment, including retirement or layoff, is a “qualifying event” and allows you to continue the company-sponsored medical, dental and vision coverage options in which you are currently enrolled under COBRA, provided you were enrolled at the time employment ends. If you lose your coverage at the end of the year and your COBRA coverage will begin Jan. 1, you may elect to change the coverage option to any of the options that are offered. If you lose your coverage during the plan year, you can continue your currently elected option until the next annual enrollment period, at which time you will be able to make changes in your coverage options.
- You can continue coverage for yourself and your eligible dependents in the Employee Assistance Plan (EAP) by enrolling under COBRA. Mental health and substance abuse benefits are provided through your ConocoPhillips medical plan option.
- See discussion in Flexible Spending Accounts (Page 12), if you are interested in electing COBRA for your Health Care Flexible Spending Account.
- See Summary Plan Description for information on the length of COBRA coverage at http://hrpcdocctr.conocophillips.com/Documents/HR-Benefits-documents/AE/EE_Handbook.pdf.
- A COBRA Enrollment Packet will be sent to you automatically approximately two weeks after your employment end date. You may be able to enroll on Your Benefits Resources (YBR) earlier, but not before your termination date.
- After the COBRA Enrollment Packet is received, review it carefully as it contains your COBRA medical, dental, vision and EAP continuation of coverage, rates and a description of the rules under which this coverage can be continued. For additional information on the EAP, see the EAP brochure located at <http://hrpcdocctr.conocophillips.com/Documents/HR-EAP-documents/EAP%20brochure.pdf>.
- To elect continuation of this coverage, go to the YBR website, <https://digital.alight.com/conocophillips>, or call the Benefits Center at 800-622-5501.
- You have 65 days from your employment end date to enroll in COBRA.
- Once you enroll, coverage is effective retroactively to the day after your active employee coverage ends. If you have covered medical expenses between the time your active coverage ends and your COBRA coverage is activated, you can submit a claim for reimbursement to the respective plan’s claims administrator.
- The Benefits Center will bill you directly for the cost of your COBRA coverage. You may set up a monthly direct debit payment or pay by check. COBRA rates can be found at hr.conocophillips.com.

RETIREE MEDICAL (NON-MEDICARE)

- Eligibility for retiree medical coverage is based on age and service when employment ends. Eligibility is described in the Summary Plan Descriptions of the various medical options. A retiree benefits enrollment kit will be mailed to you within two weeks after your employment end date. You may be able to enroll earlier on YBR, but not before your termination date. You must enroll in retiree medical within 30 days after your active employee coverage ends or your COBRA coverage ends, whichever is later. If you are eligible for retiree coverage, refer to the link below for rates:

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- **See the Benefits Highlights and Rates documents,** <http://hr.conocophillips.com/retirees/retiree-medical/Pages/default.aspx>.
- You can also preview the specific options and rates you are eligible for under Retirement Planning, <https://digital.alight.com/conocophillips>.

RETIREE DENTAL

- ConocoPhillips retirees eligible for retiree medical insurance have access to a retiree dental program insured by UnitedHealthcare®. This is an access-only program, and retirees pay the entire cost. This is available to ConocoPhillips retirees and their dependents. To obtain information about this retiree dental program and to request an application, please contact UnitedHealthcare® at 800-996-7563. You can enroll in retiree dental at any time after you retire, including after your COBRA dental eligibility ends.

RETIREE VISION

- ConocoPhillips does not offer retiree vision plan coverage. Your routine eye exam will be covered under the retiree medical plan (if you are eligible and enrolled). Your medical option also offers a discount vision program for items such as frames, lenses and contacts.

MEDICARE ELIGIBLE

- If you and/or one of your dependents will be Medicare eligible when you leave the company, contact the Benefits Center at least 60 days before your employment end date (if possible) at 800-622-5501 or 718-354-1344 to inform them you and/or your spouse/dependent will be age 65 and/or Medicare eligible when your employment ends. **The purpose of this is to avoid a gap in your Medicare medical supplement and prescription coverage, as well as avoid a late enrollment penalty.**
- Please note Medicare Part B forms are completed and dated in real time. Therefore, any requests for Medicare Part B forms to reflect a coverage end date must be made by contacting the Benefits Center again after termination date.
- UnitedHealthcare® (UHC) is the provider for AARP Medicare Supplement coverage for ConocoPhillips Medicare-eligible retirees. If you have not received your retiree benefits enrollment kit within 7-10 days, you may enroll by telephone through UHC at 800-568-6404. The customer service representative will explain the plan options.
- **You must have completed your enrollment in Medicare Parts A and B with the Social Security Administration to be eligible to enroll in either the Medicare medical supplement or Part D prescription options. Please note: The AARP Medicare Supplement does not include prescription drug coverage.**
- If you and/or your spouse/dependent are on any medication, you may want to consider ordering a three-month supply of prescriptions **before** your employment ends so you don't run out during the transition period.
- Please contact your local Social Security Administration office for any questions concerning Medicare insurance benefits.

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If you choose to enroll in COBRA medical benefits, you can start your Medicare supplement and Part D prescription coverage when the COBRA coverage ends or you cancel it. Be sure to enroll at least 90 days before COBRA coverage ends to avoid a gap in coverage.

Life Insurance

BASIC AND SUPPLEMENTAL LIFE INSURANCE

- If you are enrolled as an active employee at termination, coverage ceases on the last day of the month in which your employment ends.
- If you are eligible for retiree life insurance (must be enrolled on your employment end date, be minimum age 55 and have minimum 10 years of service at the time your employment ends; your age and service must total at least 65 points), you will be sent a retiree benefits enrollment worksheet within one week after your employment end date. You have 30 days from the latter of the date your active coverage ends or the date of the enrollment worksheet to enroll in retiree group term life coverage and pay active employee rates. If you do not enroll within that 30-day time-period, you are no longer eligible. If you do enroll in retiree group term life coverage, that retiree coverage will end the last day of the month in which you turn age 65, and you will have 31 days from that date to convert to an individual life policy with the vendor. Conversion notices will be mailed to you upon turning age 65.
- If you are not eligible for retiree life insurance (to be eligible, you must be minimum age 55 and have minimum 10 years of service at the time your employment ends; your age and service must total at least 65 points), you will have 31 days from the date your active coverage ends to convert to an individual life policy with the vendor. Portability/conversion notices will be mailed to you approximately two weeks after your active coverage ends.
- If you are over age 65 at the time your employment ends, you will have 31 days from the date your active coverage ends to convert to an individual life policy with the vendor. Portability/conversion notices will be mailed to you approximately two weeks after your active coverage ends.

ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D)

- If you (or you and your dependents) were enrolled while you were an active employee, the AD&D coverage ceases on the last day of the month in which your employment ends.
- Employee and Dependent AD&D coverage can be converted to an individual life policy with the vendor within 31 days from the date your active coverage ends.
- Generally, conversion notices will be mailed to you approximately two weeks after your active coverage ends.

DEPENDENT LIFE INSURANCE

- If your dependents were enrolled at termination, coverage ceases on the last day of the month in which your employment ends.
- You will have 31 days from the date your active coverage ends to port or convert your dependent life insurance to an individual life policy(ies) with the vendor.

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- Dependent Life insurance for your child(ren) can only be ported if you also port your employee basic and/or supplemental life insurance or you port your spouse Dependent Life insurance (if applicable).
- Generally, portability/conversion notices will be mailed to you approximately two weeks after your Dependent Life insurance coverage ends.

EXECUTIVE LIFE – GROUP VARIABLE UNIVERSAL LIFE (GVUL) INSURANCE

- If you are currently enrolled in Executive Life Insurance, the vendor will contact you about eligibility for optional continuation of coverage and payment method.

BENEFICIARY DESIGNATIONS

- To designate or change your beneficiary information for your life insurance benefits (other than GVUL), go to [YBR](#) or call the Benefits Center at 800-622-5501 or 718-354-1344.
- To designate or change your beneficiary information for GVUL, go to [YBR](#) and click on the MetLife link for single sign-on or go to <https://gvuleservice.metlife.com>, or contact MetLife at 800-846-0124.

Long-Term Disability

- If you were enrolled in Long-Term Disability (LTD) benefits at termination, coverage ends the last day of the month in which your employment ends. No conversion to an individual policy is available.
- You are eligible to receive LTD benefits through MetLife if your date of disability occurred while you were an active employee. Your termination does not affect your ability to apply and be approved for LTD benefits. You can file an LTD claim with MetLife at any time, but you cannot begin to receive benefit payments until the 180-day elimination period expires. Generally, this means that, if approved, your LTD payments will begin 180 days after your date of disability. MetLife has the sole authority to determine if you qualify for LTD benefits. Contact MetLife at 800-243-8786.

Health Savings Account (HSA)

- If you have an HSA, the funds in your HSA are yours to keep, including any company contributions. You may continue to use the funds for eligible medical expenses. If you continue coverage in a qualified health plan through COBRA or retiree medical and are eligible to contribute to an HSA, you may continue to make contributions to your HSA by sending after-tax funds directly to your account.
- Shortly after your active HDHP coverage ends, you will receive a letter from Bank of America notifying you that your account will be converted to a retail account (or closed if you have a zero balance). If you continue to use Bank of America for your account, you will be required to pay a monthly administrative charge.
- If you prefer to roll over your HSA balance to an HSA custodian other than Bank of America (e.g., your bank or credit union), contact the new bank to establish an HSA and initiate a tax-free rollover from your Bank of America account.

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Flexible Spending Account (FSA)

- If enrolled, your active coverage will end on the last day of the month in which your employment ends, and under current federal law, the FSA only recognizes claims for expenses incurred while participating in the FSA. Claims can be filed for expenses incurred through the end of the month in which your employment ends. Claims for eligible expenses can be filed through June 30 of the year following the calendar year in which your employment ends.
- If you are enrolled in a Health Care Flexible Spending Account (HCFSA) and have contributed more than you have incurred in expenses and expect to have expenses in the calendar year of your termination that would be eligible for reimbursement, you may enroll in COBRA HCFSA. COBRA HCFSA is only available through the end of the year in which your termination of employment occurred. Your COBRA HCFSA contribution will be made with an after-tax payment. COBRA is only allowed for the HCFSA and not the Dependent Day Care Flexible Spending Account (DCFSA).
- Eligible health care expenses incurred will be reimbursed up to the amount elected for the year employment ends, subject to the above limitations.
- DCFSA contributions are for eligible dependent care expenses and will be reimbursed up to the amount actually contributed to the DCFSA as of the end of the month your employment ends, subject to the first bullet point in this section.

Retirement Plan

For information regarding your Retirement Benefits, call the Benefits Center or visit *YBR*. On *YBR*, you can view the Retirement Checklist, read How to Choose the Best Form of Payment, Model your Health and Insurance Coverage, or initiate the retirement process when you are ready.

The ConocoPhillips Retirement Plan includes eight titles:

- The Phillips Retirement Income Plan
- The ConocoPhillips Cash Balance Account
- The Tosco Pension Plan (includes Alliance Cash Balance Account)
- The Retirement Plan of Conoco
- The Pension Plan for Hourly Employees of Phillips Fibers Corporation
- Burlington Resources Inc. Pension Plan (includes BR Cash Balance Account)
- ConocoPhillips Store Retirement Plan
- The Tosco Corporation Pension Plan for Union Employees Formerly Employed by Monsanto Company

VESTING

- Generally, Retirement Plan participants are vested after earning three years of vesting service, reaching age 65 before employment ends, or ending employment as a result of a layoff if you have completed

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plan participation requirements. Please see your specific title Summary Plan Description (SPD) for vesting requirements.

ESTIMATES SENT AFTER EMPLOYMENT ENDS

- If you are vested, an estimate of your retirement benefit will be sent to you approximately 60-90 days after your employment end date.

“NORMAL RETIREMENT DATE” IS GENERALLY AGE 65

- Retirement benefits are scheduled to start on or about your normal retirement date (age 65). Your full benefit, earned to your employment end date, is available on your normal retirement date. Generally, your ConocoPhillips employment must have ended before you can start retirement benefits.

EARLY RECEIPT PRIOR TO AGE 65 MAY BE AVAILABLE

- Different rules for early receipt apply to your benefit, depending on the title of the Retirement Plan. If you elect to start benefits prior to your normal retirement date, your benefits may be reduced based on your eligibility for “Early Retirement” factors or “Actuarial Reduction”/“Separation Retirement” factors. Generally, your ConocoPhillips employment must have ended before you start retirement benefits. Please see your specific title Summary Plan Description (SPD) for more details.

HOW TO INITIATE PAYMENT OF BENEFIT

- To request a retirement packet or to obtain additional information regarding your retirement benefits, contact the Benefits Center. You must initiate the retirement process by requesting a benefit commencement packet no later than the 15th of the month prior to your desired benefit commencement date. Commencement of your retirement benefit will not be processed for payment until your “employment end date” is posted. **It is your responsibility** to work with your supervisor and local HR Business Partner to establish your employment end date. If this process is not followed, it could result in a change of your benefit commencement date.

MANDATORY PAYMENT

- If upon separation of service you have a vested benefit less than \$1,000, your benefit will automatically be distributed to you in a lump-sum payment as soon as administratively practicable.
- If upon separation of service you have a vested benefit greater than \$1,000, but equal to or less than \$5,000, your benefit will automatically be rolled over to an IRA as soon as administratively practicable.

STANDARD FORMS OF PAYMENT

- For all titles of the Retirement Plan, the normal form of benefit is a 50% joint and survivor annuity for a married employee and a straight life annuity for a single employee.

OPTIONAL FORMS OF PAYMENT

- The optional forms of payment vary by title of the Retirement Plan. Your spouse’s consent may be required to elect certain optional forms if you are married.

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- In general, optional forms of joint and survivor annuity payments are available under each title, although they are available only to married employees in the Phillips Retirement Income Plan.
 - Lump-sum payments are available from most titles. Please refer to your specific title SPD for more details about what forms of payment are available.
- Refer to your Summary Plan Description (SPD) and associated Summaries of Material Modifications (SMM) for more details at hr.conocophillips.com.

BENEFICIARY DESIGNATION

- If you elect to designate or change your Retirement Plan beneficiaries, go to YBR and select the “Your Profile” tab, then “Beneficiaries,” or contact the Benefits Center at 800-622-5501.

Important notice: The Internal Revenue Service (IRS) permits certain distributions from ConocoPhillips qualified savings and retirement plans if it deems your termination or retirement to be a bona fide termination of employment. However, if you provide services to ConocoPhillips after your termination and you have taken a distribution from a qualified plan, you may be liable for significant tax penalties and interest if the IRS does not consider your termination to be a bona fide termination of employment. In its evaluation, the IRS considers all forms of post-retirement services, including direct employee, temporary, contractor or subcontractor.

ConocoPhillips does not provide tax advice to individuals, and you should consult your own tax or legal advisor before making any decisions.

Savings Plan

More specific details are available in the ConocoPhillips Savings Plan Summary Plan Description (SPD) and any Summary of Material Modifications (SMM) located at hr.conocophillips.com. Additional information is also available by visiting www.vanguard.com and accessing your account. Or, you may call Vanguard Participant Services at 800-523-1188.

COMPANY DISCRETIONARY CONTRIBUTIONS

In addition to the matching contributions, the company may make additional 0%-6% discretionary contributions. These contributions are reviewed twice a year for the January-June and July-December periods. Generally, to be considered for the discretionary contribution, an employee must be with the company through the end of the award period (June 30 or Dec. 31).

Certain terminated employees are *not* eligible for awards of discretionary contributions:

- Those who voluntarily leave the company before the end of the award period (June 30 or Dec. 31).
- Those who are terminated for cause before the end of the award period (June 30 or Dec. 31).

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Certain terminated employees are eligible for awards of discretionary contributions if their employment is terminated by:

- Retirement (defined as age 55 with at least 5 years of service).
- Divestiture or outsourcing.
- Layoff.
- Disability.
- Death.

DEFERRAL/DISTRIBUTION OPTIONS

- As a Savings Plan participant who has terminated employment, you have the following options:
 - Deferring the distribution of your account.
 - Installment payments.
 - Distribution of account/direct rollover to an IRA or another qualified plan.
- Vanguard will mail additional information to your home address after your employment end date. If you have questions about these options, contact Vanguard Participant Services. You should review your individual situation with your personal tax or financial counselors before you make any decisions.
- Deferring the Distribution of Your Account – Distribution of your account will be deferred unless you request a distribution by contacting Vanguard. Your deferred account may remain in the Savings Plan, subject to IRS Required Minimum Distributions beginning April 1 of the year following the year you attain age 70 ½ and subject to Automatic Distribution (see below). Contact Vanguard for further information.
- Automatic Distribution – Automatic distribution will be required for any account valued at \$5,000 or less; however, automatic distribution will not occur if your account value has increased to more than \$5,000 on the day your distribution would have been processed.
- Installment Payments – You may choose one of the following installment payment options:
 - Fixed dollar.
 - Life expectancy.

For a packet explaining installment options, contact Vanguard Participant Services. If you are receiving a Fixed Dollar Installment and attain age 70 ½, your distribution option will be switched to Required Minimum Distributions before the following April 1.

- Distribution of Account/Direct Rollover to IRA or Another Qualified Plan
 - You may request a full or partial distribution of your account. Generally, distributions from the ConocoPhillips Stock Fund or the ConocoPhillips Leveraged Stock Fund may be made in cash, ConocoPhillips stock or a combination of both. Distributions from the Phillips 66 Stock Fund or the Phillips 66 Leveraged Stock Fund may be made in cash, Phillips 66 stock or a combination of both. Distributions from all other funds are made in cash.

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- Part or the entire amount distributed, including an Automatic Distribution (taxable and non-taxable) may be an “eligible rollover distribution.” You may elect a percentage to be paid directly to your IRA or another employer’s qualified plan that will accept the rollover. The taxable part of your cash distribution that is eligible for rollover, but not paid directly to your IRA or another employer’s qualified plan, is subject to mandatory 20% federal income tax withholding and any required state withholding. See the “Special Tax Notice” in the Savings Plan.
- Eligible distributions from qualified plans (including the ConocoPhillips Retirement Plan) are allowed to be rolled into the Savings Plan. More specific information is available in the Savings Plan SPD.

CONOCOPHILLIPS SAVINGS PLAN LOANS

If you have an outstanding Savings Plan loan balance(s), you will have three options regarding the loan(s):

- The remaining unpaid balance(s) must be repaid no later than 60 days following the last missed payment date.
- You may decide not to repay your loan(s), and the remaining principal will be defaulted and reported on IRS Form 1099R as taxable income to you for the calendar year of default.
- The loan payments can continue to be made using electronic debit Automated Clearing House (ACH), through your bank, credit union or other financial institution. You will receive more detailed information, including instructions for ACH loan repayments, from Vanguard.

Note: Please refer to the special tax notice provided by Vanguard for rollovers of accounts with outstanding loan balances.

DIVIDEND PASS THROUGH

- You can elect to receive cash dividends paid on the shares of ConocoPhillips stock in the ConocoPhillips Stock Fund and the ConocoPhillips Leveraged Stock Fund. Dividends paid to you will be taxable income. Call Vanguard if you wish to have your dividends paid to you. If you do not make this election, all dividends on ConocoPhillips stock will continue to be reinvested.

BENEFICIARY DESIGNATION

- If you elect to designate or change your beneficiaries, you may do so online at www.vanguard.com, or you can obtain a Beneficiary Designation Form by contacting Vanguard.

CONTACT INFORMATION – VANGUARD PARTICIPANT SERVICES

- Web: www.vanguard.com.
- Phone: 800-523-1188 toll free. Representatives are available weekdays from 7:30 a.m. to 8 p.m. Central time.

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ConocoPhillips does not provide tax advice to individuals, and you should consult your own tax or legal advisor before making any decisions.

DEFERRED COMPENSATION

- If you have balances in the ConocoPhillips Deferred Compensation Programs at Vanguard, please contact Vanguard for balance inquiries or HR Connections for information regarding the treatment of these balances. Some actions by you may be required as early as 90 days prior to you leaving the company.
- If you have questions on the timing of distributions or if you would like to consider re-deferrals, please contact HR Connections.

Restricted Stock Units (RSUs)

Award treatment upon termination will vary depending on the reason for leaving the company. See the terms and conditions for each award to determine whether the award will be forfeited or vest in whole or in part. Award terms and conditions can be found in your Merrill Lynch online account or on HR Express.

KEY POINTS ON TIMING AND ADMINISTRATION

- Receipt of award is dependent upon setting up an account with Merrill Lynch and completing the grant award acceptance process online.
- If restrictions lapse at termination, awards will immediately be canceled and shares delivered to your account as soon as administratively practical (typically two to four weeks or longer for certain layoffs).
- Shares will be withheld from each award subject to applicable payroll tax withholding requirements.
- Merrill Lynch phone numbers: U.S. and Canada 877-785-7526; other countries 00-1-609-818-8267.

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Summary Treatment for Retirement or Layoff

Refer to actual Terms and Conditions for each award to verify correct treatment.

Award Type	Status	Termination Date	Forfeiture or Lapsing of Restrictions
Global and US/UK RSUs	Retirement (leaving after age 55 with at least 5 years of service, including Layoff)	Prior to 6 months from Grant Date	Canceled upon Termination
		6 months from Grant Date and after	Restrictions lapse on Termination Date
	Layoff if a waiver is required, has been signed and not revoked)	Prior to 6 months from Grant Date	Canceled upon Termination
		6 months to 1 year from Grant Date	Award is prorated and restrictions on remaining units lapse on Termination Date*
		1 year from Grant Date and after	Restrictions lapse on Termination Date
TVLTI RSUs	Retirement (leaving after age 65 with at least 5 years of service, including Layoff)	Prior to 6 months from Grant Date	Canceled upon Termination
		6 months from Grant Date and after	Restrictions lapse on Termination Date
	Layoff (if a waiver is required, has been signed and not revoked)	Prior to 6 months from Grant Date	Canceled upon Termination
		6 months from Grant Date and after	Award is prorated and restrictions on remaining units lapse on Termination Date**

*Original units granted X (number of full months the award was held/12 months) = number of units that will vest.

** (Original units granted X (number of full months the award was held/36 months)) - number of units already vested in prior years = number of units that will vest.

Please ensure your permanent and/or mailing address is up-to-date with the company, which will allow the correct address to be communicated to Merrill Lynch.

ConocoPhillips Severance Pay Plan

This section only applies to laid-off employees who meet the eligibility requirements of the ConocoPhillips Severance Pay Plan (Plan).

The Employee Benefits Handbook http://hrpcdocctr.conocophillips.com/Documents/HR-Benefits-documents/AE/EE_Handbook.pdf contains the Summary Plan Description (SPD) for the ConocoPhillips Severance Pay Plan.

In general, regular full-time or regular part-time, non-union employees of the company, salary grade level 22 or below, who have completed one full year of continuous service, who are given notice of layoff (as defined in the Plan) by the company, and whose employment ends by layoff (as defined in the Plan), are eligible for benefits under the Plan. Some important exceptions apply and are described in the Plan. If you are eligible for severance benefits under the Plan:

- The Basic Benefit is four weeks' pay.
 - Available without providing a signed General Release of Liability (Release).
- The Supplemental Benefit is three weeks' pay for each year of service, less the Basic Benefit.

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- Release required. The “SAMPLE” General Release of Liability form is located at http://hrcpdocctr.conocophillips.com/Documents/HR-documents/General_Release_of_Liability.pdf.
- If you are eligible for supplemental benefits, you are also eligible for education reimbursement under the Plan. See next topic titled “Educational Reimbursement Under the ConocoPhillips Severance Pay Plan” for more information regarding the benefit.
- ConocoPhillips’ “pay” is base pay, including regularly scheduled overtime, but excluding any 19/30 overtime.
- The maximum benefit is 60 weeks’ pay.
- One full year of continuous service must have been completed as of the date of layoff in order to be eligible for any benefits under the Plan. After completing one full year of continuous service, years of service will be recognized up to the employee’s anniversary date (if such date is after layoff) in the calendar year the employee’s employment ends by layoff.
- A General Release of Liability must be executed and received by HR Connections by the deadline cited on the Release, which is generally the 60th calendar day after date of layoff (employment end date). If the executed Release is not received by the deadline, you will not be entitled to supplemental benefits.
- Lump-sum payment:
 - Basic Benefit only – If eligible only for basic/minimum benefit, payment will be made as soon as practical after the date of layoff.
 - Supplemental Benefit – If eligible for supplemental benefit, the combined basic and supplemental payment will be made as soon as practical after timely receipt of your signed General Release of Liability and the expiration of the seven-day revocation period described in the Release.
 - If you decline to sign the General Release of Liability by the deadline on the Release, the Basic Benefit payment will be made as soon as practical following the expiration of the Release deadline.
- If your payroll checks are normally paid via direct deposit, your final payment, including any severance pay, will be remitted in the same manner; however, in the rare event your final payment occurs later than 60 days after your termination date, a paper check will be mailed to your home address on record.
- Applicable taxes will be withheld from your payment(s). State taxes will be based on your work location at the time of termination and residency at the time of payment. If you have moved, be sure to contact HR Connections to get your tax information updated in the company’s personnel system.
- Beneficiaries – If an eligible participant dies after the company provides a notice of layoff (as defined in the Plan), but before receipt of the severance pay to which the participant is entitled, the payment will be made to the participant’s surviving spouse or to the participant’s estate if the participant was not married at the date of death. In order for supplemental benefits to be paid, an executed beneficiary Release must be received by the company by the later of 60 days after the participant’s death or the deadline cited on the Release, which is generally the 60th calendar day after a beneficiary Release is provided to the representative of the estate.

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- If you are eligible to commence retirement, a retirement packet will be mailed to your home address as soon as practical. If you are not eligible to commence retirement at the time of layoff, you will receive retirement calculations within 60-90 days.

Educational Reimbursement Under the ConocoPhillips Severance Pay Plan

This section only applies to laid-off employees who meet the eligibility requirements for supplemental benefits under the ConocoPhillips Severance Pay Plan (Plan).

The Educational Reimbursement benefit reimburses you for courses or a degree program that can reasonably be expected to lead to re-employment.

If you are eligible for supplemental severance benefits under the Plan:

- You may receive payment for up to \$2,000 for tuition, required fees and books.
- You must submit for approval a plan of course studies on the Educational Reimbursement Application provided in your Layoff Packet within 90 days after your date of layoff. Applications received more than 90 days after your date of layoff will not be accepted.
- Course studies must be at an accredited college, university or trade school or be a part of a certified/licensed instructional program.
- Educational costs that are reimbursed by any federal, state or local governmental agency or by any private source will not be reimbursed.
- Your reimbursement request must be submitted no later than one year from your employment end date.
- Submit your course schedule, reimbursement request or questions to HR Connections.

Tuition Reimbursement After Layoff

If you are laid off, and if you are enrolled in a course at the time of your layoff, you may be reimbursed for the course, when completed, based on the active employee Tuition Reimbursement Policy.

Other Obligations

You may be subject to agreements, policies, programs or benefits with the company that survive your employment with the company, e.g., Confidentiality Agreement, or you may owe money to the company prior to or after your leaving the company. Your obligations under those agreements, policies, programs, benefits or amounts owed to the company may continue following your departure from the company.

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