# 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 <u>Workday</u>, type "change my home contact information" into the search bar, and press enter. You will be provided with a link to update your home address.

#### For former employees:

- Health and Welfare
  - Go to the My Benefits site at <u>http://mybenefits.conocophillips.com</u>.
  - Or call the Benefits Center at 800-622-5501 or 718-354-1344 (international callers), Monday-Friday, 8 a.m. to 7 p.m. (Central time).
- Retirement and Savings
  - Go to <u>www.netbenefits.com</u>.
  - Or call the Retirement Center at 833-637-4015, Monday-Friday, 7:30 a.m. to 7:30 p.m. (Central time).

### For Questions About This Document

- Health and Welfare benefit inquiries contact the Benefits Center at 800-622-5501 or 718-354-1344 (international callers), Monday-Friday, 8 a.m. to 7 p.m. (Central time).
- **Retirement and Savings plan inquiries** contact the Retirement Center at 833-637-4015, Monday-Friday, 7:30 a.m. to 7:30 p.m. (Central time).
- **Payroll, PTO 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 <u>hr.conocophillips.com</u> for benefit plan summaries and information.
- Visit My Benefits through Workday or at <a href="http://mybenefits.conocophillips.com">http://mybenefits.conocophillips.com</a> for health and welfare coverage details. If you are logging in for the first time, you will need to register as a first-time user with the company key "conocophillips."
- Visit Fidelity through Workday or at <u>www.netbenefits.com</u> for retirement and savings plan details.

Prior to your departure, you will receive a U.S. Employee Exit Checklist within Workday 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, if your banking changes, please contact HR Connections at 877-812-7547.

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).

### Paid Time Off

Employees will receive a lump-sum payment in lieu of all carryover and earned paid time off (PTO), as defined by the U.S. Paid Time Off Policy, less any PTO used during the calendar year. A lump-sum payment in lieu of PTO will be made as soon as practical following your termination date. If your payroll checks are normally paid via direct deposit, your pay in lieu of PTO will be remitted in the same manner; however, if your banking changes, please contact HR Connections at 877-812-7547. Employee may not use a PTO absence to extend a termination date. PTO is expected to be used throughout the year in which an employee leaves.

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).

**NOTE:** If you use more PTO in a calendar year than the sum of your carryover and earned PTO, you will not receive a payment in lieu of PTO.

## 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.

## **Tax Equalization**

If your employment with ConocoPhillips included an international assignment, both the Global Tax Equalization Policy and the Tax Equalization 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).

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# Variable Cash Incentive Program (VCIP)

#### Summary

The Variable Cash Incentive Program is a worldwide cash compensation program covering most of ConocoPhillips' workforce in hourly paid jobs and in all salary grades. VCIP recognizes successful execution of corporate goals and individual performance objectives for the year.

VCIP award determinations and payments are performance-based and subject to executive approval. This applies to total company and individual performance adjustments. 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 evaluation of the performance of the company, the individual's performance, eligible compensation received during the program year, 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 paid.

Certain terminated employees, other than those terminated for cause, 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 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 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 <u>www.mytaxform.com</u> to confirm your email address. You may 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 may, however, enroll to receive your W-2 electronically. To do so, simply log in to <u>www.mytaxform.com</u> and provide a personal email address when prompted.

## **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 section of this document.

# Verification of Employment

ConocoPhillips uses The Work Number<sup>®</sup> to provide automated employment verification for former employees. The Work Number<sup>®</sup> 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<sup>®</sup> 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.

## U.S. Charitable Giving Programs and Discounts

Eligibility for the U.S. Matching Gift Program ends on your termination date. However, if you have met the retiree eligibility requirements under your retirement plan, you may continue to participate in the U.S. Volunteer Grants Program, optional Volunteer Opportunities and annual United Way corporate campaigns.

**U.S. Volunteer Grants Program** – To support volunteerism and community engagement activities, eligible retirees may request an individual grant and/or a team grant \$500 or \$1,000, respectively, for charities to which they donate their time. Additionally, other Volunteer Opportunities are available for your participation. For more details, please review the <u>U.S. Volunteer Grant Program guidelines</u>.

**United Way –** Our annual United Way campaigns are a time-honored tradition and provide an opportunity to directly help our neighbors in need. Retiree donations made to the United Way during a campaign period are matched dollar-for-dollar.

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Note: Retirees are ineligible to participate in these programs if they are:

- Retirees of less than 50% owned affiliates of ConocoPhillips, and/or
- Actively employed full-time elsewhere, including self-employment.

**IMPORTANT TIP:** Before leaving the company, update your U.S. Employee Giving Programs profile information, e.g., personal email, home address, phone, etc., by sending an email to <u>EVG@ConocoPhillips.com</u> with your changes.

Submit your Volunteer or United Way requests online at <u>www.cybergrants.com/conocophillips/donor</u>. Your employee ID number is required to access this system.

If you have questions about these programs, contact EVG@ConocoPhillips.com.

**Beneplace** – You've worked hard over the years, so ConocoPhillips is proud to reward you with some moneysaving discounts. Visit <u>ConocoPhillips Employee Discount Marketplace</u> for exclusive savings on national products and services.

### **Adoption Policy**

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

### Wellness Center Facility Use

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

### **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	
Alaska	Energy Alumni (a community for all former energy company employees)	Home – <u>Energy Alumni</u> <u>info@awsint.com</u> or Cathy	
_		Clonts clonts@awsint.com	
Oklahoma –	ConocoPhillips Retirees Association (CRA) of Ponca	www.cra-ponca.com	
Ponca City	City and Greater Kay County		
Texas – Houston	CHARA (ConocoPhillips Houston Area Retiree Association)	<u>www.charaonline.com</u> <u>chara.retirees@gmail.com</u>	

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Texas – Houston	KIT (Keep in Touch) Group	Bernice Mistrot at 281-531-1956		
	Join us the 3rd Tuesday of each month (5 p.m.	or email <u>gmist@juno.com</u>		
	social/6 p.m. dinner) at La Hacienda, 14759 Memorial			
	Dr, Houston, TX. If you plan to attend, contact us the			
	preceding Monday so we can provide a headcount			
	for the restaurant.			

### **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), which are located at <u>hr.conocophillips.com</u>.

## 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 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 <u>healthcare.gov</u>.
- 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.

### **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 during the plan year, you may 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 may also 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 also provided through your ConocoPhillips medical plan option.
- See discussion in <u>Flexible Spending Account</u> section if you are interested in electing COBRA for your Health Care Flexible Spending Account.

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- See Summary Plan Description for information on the length of COBRA coverage at <u>http://hrcpdocctr.conocophillips.com/Documents/HR-Benefits-documents/AE/EE\_Handbook.pdf</u>.
- A COBRA Enrollment Packet will be sent to you automatically, approximately two weeks after your termination date. You may be able to enroll on My Benefits 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, visit <u>hr.conocophillips.com</u>.
- To elect continuation of this coverage, go to the My Benefits website, <u>http://mybenefits.conocophillips.com</u>, or call the Benefits Center at 800-622-5501.
- You have 60 days to enroll in COBRA once your employer-sponsored benefits end.
- 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 <u>hr.conocophillips.com</u>.

#### 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. On your termination date, you must be at least age 55 and
have a minimum of 10 completed years of service. A retiree benefits enrollment kit will be mailed to you
within two weeks after your termination date. You may be able to enroll earlier on <u>My Benefits</u>, but not
before your termination date. You must enroll in retiree medical within 30 days after your active employee
coverage ends. If you are eligible for retiree coverage, see the benefits highlights and rates documents at
<u>https://hr.conocophillips.com/former-employees/retiree-medical-benefits/</u>.

#### **Dental Benefits**

- ConocoPhillips retirees eligible for retiree medical insurance have access to a retiree dental program insured by UnitedHealthcare<sup>®</sup>. 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<sup>®</sup> at 800-996-7563. You may enroll in retiree dental at any time after you retire, including after your COBRA dental eligibility ends.
- MetLife offers individual dental benefits, which may be an affordable alternative for former employees. Find
  out more about MetLife's TakeAlong Dental options by contacting MetLife at 844-263-8336 or visiting their
  site at <u>www.metlifetakealongdental.com</u>. The TakeAlong Dental program is not sponsored by
  ConocoPhillips. Any questions should be directed to MetLife.
- You may also be eligible to purchase dental coverage through the Health Insurance Marketplace, as part of a health plan, or by itself through a separate stand-alone plan. To learn more, visit <u>https://www.healthcare.gov/coverage/dental-coverage/</u>.

#### **Vision Coverage**

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.

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### Medicare Eligible

- Eligibility for retiree medical coverage is based on age and service when employment ends. Eligibility is described in the Summary Plan Descriptions. On your termination date, you must be at least age 55 and have a minimum of 10 completed years of service.
- If you and/or one of your dependents meet the eligibility for retiree medical and will be Medicare eligible when you leave the company, you will need to enroll in Medicare Parts A & B approximately 90 days prior to your termination date (the last day you are active with the company). Please contact your local Social Security Administration office to enroll and for any questions concerning Medicare.
- Medicare eligible retirees and dependents must be entitled to Medicare Part A, enrolled in Medicare Part B and paying the associated premium, be a U.S. resident, and have a permanent street address in the U.S. service area to enroll in the Age 65 and Over Retiree Medical Plan (UnitedHealthcare® Group Medicare Advantage (PPO) options).
- If you need proof of group health coverage based on current employment, request a Medicare Part B form be completed. Please note Medicare Part B forms (CMS-L564 form) are completed and dated in real time. Therefore, any requests for Medicare Part B forms (CMS-L564 form) to reflect a coverage end date must be made by contacting HR Connections.
- Please call UnitedHealthcare<sup>®</sup> directly at 855-323-1655, TTY 711, 8 a.m.-8 p.m. local time, 7 days a week to enroll or ask questions specific to the UnitedHealthcare<sup>®</sup> Group Medicare Advantage (PPO) options, ConocoPhillips Core and ConocoPhillips Plus.

**Please note:** Enrollment in Medicare may take a significant amount of time. Please consult this publication from Medicare on making a decision regarding enrollment and understanding the timing:

- Fact Sheet: Medicare Decisions for Those Over 65 and Planning to Retire in the Next 6 Months.
- If you and/or your spouse/dependent are on any medication, you may want to consider ordering a threemonth supply of prescriptions before the transition to Medicare, the Age 65 and Over Retiree Medical Plan, or other coverage you may elect.

If you are eligible for Medicare and enroll in COBRA instead, you may incur a Medicare Part B late enrollment penalty in the future. Contact the ConocoPhillips Benefits Center at 800-622-5501 for information.

## 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 termination 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 two weeks of your termination date. You have 30 days from the latter of the date your active coverage ends or the date on the enrollment worksheet to enroll in retiree group term life coverage. 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.

- You pay the entire cost of your life insurance. The cost of life insurance coverage is based on your age and coverage amount. At the time of your enrollment, you will receive information about how to access the current costs. You may also call The Hartford at 877-320-0484 for more information.
- 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 of your termination; your age and service must total at least 65 points), you will have 31 days from the date your active coverage ends to port/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 age 65 and over at the time of your termination, you will have 31 days from the date your active coverage ends to port/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.
- Dependent Life Insurance for your spouse and child(ren) can only be ported if you also port your employee basic and/or supplemental life insurance.
- Generally, portability/conversion notices will be mailed to you approximately two weeks after your Dependent Life Insurance coverage ends.

### Group Variable Universal Life (GVUL) Insurance

• If you are currently enrolled in GVUL 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 My Benefits or call the Benefits Center at 800-622-5501 or 718-354-1344.
- To designate or change your beneficiary information for GVUL, go to <u>https://mybenefits.metlife.com/</u>, 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.
- LTD benefits are provided through The Hartford if your date of disability occurred while you were an active employee on or after Jan. 1, 2020. Your termination does not affect your ability to apply and be approved for LTD benefits. You should file a notice of claim with The Hartford as soon as possible after your disability

begins, but no later than three months after the end of your elimination period. Note 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. The Hartford has the sole authority to determine if you qualify for LTD benefits. Contact The Hartford at 888-301-5615.

# 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 through the HSA custodian.

**Note:** If you enroll in Medicare (or start monthly Social Security benefits), you can no longer contribute to a Health Savings Account (HSA). More information can be found on <u>hr.conocophillips.com</u>.

- 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.

### 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. Therefore, expense reimbursement eligibility will end on the last day 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 contributed to the DCFSA as of the end of the month your employment ends, subject to the first bullet point in this section.

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### **Retirement Plan**

More specific details are available in the Summary Plan Description (SPD) and any Summary of Material Modifications (SMM) as applicable to your benefit are located at <u>hr.conocophillips.com/retirement</u>. Additional information is also available by visiting <u>www.netbenefits.com</u> and accessing your account, or you may call the Retirement Center at 833-637-4015.

**Note:** Employees hired after Dec. 31, 2018, do not participate in the ConocoPhillips Retirement Plan, but receive a Company Retirement Contribution to the Savings Plan.

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

#### "Normal Retirement Date" Is Generally Age 65

Retirement benefits generally should be started no later than your normal retirement date (age 65).
 Generally, your ConocoPhillips employment must have ended before you may 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 Your Benefit

To request a retirement packet or to obtain additional information regarding your retirement benefits, go online to <u>www.netbenefits.com</u> or contact the Retirement Center. You must initiate the retirement process by requesting a benefit commencement packet at least 15 days (and no more than 180 days) prior to your desired benefit commencement date (BCD). Commencement of your retirement benefit will not be processed for payment until your termination date is posted. **It is your responsibility** to work with your supervisor and local HR Business Partner to establish your termination date. If this process is not followed, it could result in a change of your BCD.

#### **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 \$7,000, your benefit will automatically be rolled over to an IRA as soon as administratively practicable.

#### Forms of Payment

 Different forms of payments may be available. All titles offer a 50% joint and survivor annuity for a married employee and a straight life annuity for a single employee. Lump-sum payments are available from most titles.

 Refer to your Summary Plan Description (SPD) and associated Summaries of Material Modifications (SMMs) for more details about what forms of payment are available for your specific title at <u>hr.conocophillips.com/retirement</u>.

#### **Beneficiary Designation**

• To designate or change your Retirement Plan beneficiaries, you may do so online at <u>www.netbenefits.com</u>, or you may obtain a beneficiary designation form by contacting the Retirement Center.

### Contact Information – Retirement Center (Fidelity)

- Web: <u>www.netbenefits.com</u>.
- Phone: 833-637-4015 toll free. Representatives are available weekdays 7:30 a.m.-7:30 p.m. (Central time).

### Savings Plan

More specific details are available in the ConocoPhillips Savings Plan Summary Plan Description (SPD) and any Summary of Material Modifications (SMM) as applicable are located at <a href="https://hr.conocophillips.com/current-employees/savings/">https://hr.conocophillips.com/current-employees/savings/</a>. Additional information is also available by visiting <a href="https://www.netbenefits.com">www.netbenefits.com</a> and accessing your account, or you may call the Retirement Center at 833-637-4015.

#### Vesting

 Participants are always 100% vested in employee contributions and company matching and discretionary contributions. Vesting in company retirement contributions is more complex; see the Company Retirement Contributions section below.

### **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 employed by 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).

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.

#### **Company Retirement Contributions**

• After three years of service with the company or upon reaching age 65 before employment ends, participants are 100% vested in any company retirement contributions.

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- Certain employees will be vested in company retirement contributions, even if they have not completed three years of service with the company, if their employment is terminated by:
  - Divestiture or outsourcing.

• Disability.

Layoff.

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.
- Fidelity will mail additional information to your home address after your termination date. If you have questions about these options, contact the Retirement Center. 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. 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 Required Minimum
  Distribution Age as defined in the SPD and/or subject to Automatic Distribution (see below).
- Automatic Distribution Automatic distribution will be required for any account valued at \$7,000 or less; however, automatic distribution will not occur if your account value has increased to more than \$7,000 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 the Retirement Center. If you are receiving a Fixed Dollar Installment and attain Required Minimum Distribution Age, 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, ConocoPhillips Leveraged Stock Fund, Phillips 66 Stock Fund or Phillips 66 Leveraged Stock Fund may be made in cash, stock or a combination of both. Distributions from all other funds are made in cash.
  - 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) may 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 these options regarding the loan(s):

The remaining unpaid balance(s) must be repaid no later than 60 days following the last missed payment date. 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 Fidelity.

• You do not repay your loan(s), and the remaining principal will be defaulted and reported on IRS Form 1099-R as taxable income to you for the calendar year of default.

Note: Please refer to the "Special Tax Notice" provided by Fidelity 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 the Retirement Center 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**

• To designate or change your Savings Plan beneficiaries, you may do so online at <u>www.netbenefits.com</u>, or you may obtain a beneficiary designation form by contacting the Retirement Center.

#### Contact Information – Retirement Center (Fidelity)

- Web: <u>www.netbenefits.com</u>.
- Phone: 833-637-4015 toll free. Representatives are available weekdays from 7:30 a.m. to 7:30 p.m. (Central time).

**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 employment, 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.

#### **Deferred Compensation**

- If you have balances in the ConocoPhillips Deferred Compensation Programs, please contact the Retirement Center for balance inquiries. The Retirement Center will also be able to assist in setting up electronic fund transfers for distributions, rather than paper checks, and will accept tax withholding elections online.
- If you have questions on the timing of distributions or would like to request a distribution schedule or consider re-deferrals, please contact the Retirement Center. Re-deferral actions generally need to be completed at least a year prior to the expected commencement of the first payment.
- To designate or change your beneficiaries, you may do so online at <u>www.netbenefits.com</u>, or you may obtain a beneficiary designation form by contacting the Retirement Center.

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## Restricted Stock Units (RSUs)

Award treatment upon termination will vary depending on the reason for leaving the company and the award terms and conditions. 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 online account.

#### Key Points on Timing and Administration

- If RSUs vest at termination, shares will be delivered to your account, typically within four weeks of your termination date (or in the event of layoff – the date we receive the General Release of Liability). Please contact HR Connections with questions on the status of your RSUs if shares have not been delivered within this time frame.
- Awards cannot be processed or delivered if you have not set up a brokerage account or accepted your award.
- RSUs will be withheld from each award to satisfy applicable tax withholding requirements.
- For other questions, contact Merrill at 877-785-7526.

#### Summary Treatment for Retirement or Layoff

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

Award Type	Status	<b>Termination Date</b>	Forfeiture or Lapsing of Restrictions
U.S. RSUs* <b>Retirement</b> (leaving after age 55 with at least 5 years of service, including Layoff) <b>Layoff</b> (if a waiver is	Retirement (leaving after	Prior to 6 months	Canceled upon Termination
	age 55 with at least 5 years	from Grant Date	
	6 months from	Vest on Termination Date	
	Grant Date and after		
	Layoff (if a waiver is	Prior to 6 months	Canceled upon Termination
	required, has been signed	from Grant Date	
and not revoked)	6 months to 1 year	Award is prorated and remaining units	
		from Grant Date	vest on Termination Date**
		1 year from Grant	Vest on Termination Date
		Date and after	

\*RSU Program awards granted in February generally follow these provisions. Certain retention awards, TVLTI and other targeted awards do not provide for vesting upon retirement and may have different vesting rules upon layoff. See the specific terms and conditions of your award for additional details.

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

Please ensure your home address, email and phone number are up to date with the company. This will allow us to contact you if there are any issues processing your awards.

## **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 <u>http://hrcpdocctr.conocophillips.com/Documents/HR-Benefits-</u> <u>documents/AE/EE Handbook.pdf</u> contains the Summary Plan Description (SPD) for the ConocoPhillips Severance Pay Plan.

25-0452

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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.
  - Release required. The "SAMPLE" General Release of Liability form is located at
     <u>http://hrcpdocctr.conocophillips.com/Documents/HR-documents/General Release of Liability.pdf</u>.
- 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 (termination 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 the basic/minimum benefit, payment will be made as soon as practical after the date of layoff.
  - Supplemental Benefit If eligible for the 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 both receiving notice of layoff (as defined in the Plan) and having been voluntarily terminated, but before receiving the layoff pay (as defined in the Plan) that the participant otherwise would have been entitled to, payment will be made to the participant's surviving spouse or to the participant's estate if the participant was not married at the time of death. To receive supplemental benefits, the participant's spouse or the representative of their estate must sign a General Release of Liability, and it 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 Release is provided to the spouse or representative of the estate.

• 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.

## **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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