



ConocoPhillips Employee and Retiree Benefit Plan<sup>1</sup> (Plan)  
AFFIDAVIT of LEGAL GUARDIANSHIP FOR CHILD(REN)

I, \_\_\_\_\_ (“Employee/Retiree”), Employee ID # \_\_\_\_\_

affirm, under penalty of perjury, for the child(ren) listed below, that the child(ren) both meets the criteria set forth below and the child(ren) is eligible for coverage as an Eligible Dependent under the Plan.

Child Name: \_\_\_\_\_

Child Name: \_\_\_\_\_

Child Name: \_\_\_\_\_

The child satisfies all of the following requirements for purposes of Plan eligibility for benefits:

- (A) The child is under a legal guardianship agreement issued by a court; and
- (B) The child is under age 26.

**Change in Eligibility Status**

I agree to notify the Benefits Center within 30 calendar days of the end of my court ordered legal guardianship so as not to cover an ineligible dependent under the Plan.

**Acknowledgments**

(1) Employee/Retiree understands this information will be held confidential and will be subject to disclosure only for purpose of Plan administration, upon my express written authorization, or if otherwise required by law.

(2) Employee/Retiree understands that declaration of a child who is not an Eligible Dependent under the Plan may have legal and tax implications under federal and state law. I understand that if an Employee/Retiree receives health benefits, including medical, dental, vision, EAP and prescription, for a child, and if that child is not an Eligible Dependent of the Employee/Retiree under the applicable health plan sections of the Internal Revenue Code, that Employee/Retiree may be required to pay taxes on the value of the benefit. I understand that I am encouraged to contact a tax advisor or an attorney regarding tax implications of child benefits.

(3) Employee/Retiree understands that enrollment in benefits to which Employee/Retiree, or Employee’s/Retiree’s dependents is not entitled is considered evidence of fraud and intentional misrepresentation of a material fact. Employee/Retiree further understands that if there is evidence of Employee/Retiree intentionally misrepresenting the eligibility of Employee/Retiree or

<sup>1</sup> “ConocoPhillips Employee and Retiree Benefit Plan” refers to any health and welfare benefit plan that you enroll an Eligible Dependent child in and/or receive services from including the following plans: ConocoPhillips Employee Medical Plan, ConocoPhillips Employee Dental Plan, ConocoPhillips Employee Vision Plan, Houston Onsite Medical Clinic Plan, The Well Onsite Medical Clinic Plan, ConocoPhillips Employee Assistance Plan; Retiree Medical Pre-Age 65 Plan, Retiree Dental Plan, and Houston Onsite Medical Clinic Former Employee Plan.

Employee's/Retiree's dependents, or fails to take the necessary action to remove ineligible dependents, or in any way obtains benefits to which Employee/Retiree is not entitled, Employee's/Retiree's benefits may be canceled back to the date on which the child no longer qualifies as an eligible dependent under the Plan, Employee/Retiree may be required to repay any claims or expenses which have been paid inappropriately, and Employee may be subject to disciplinary action – up to and including termination of employment.

Employee/Retiree Information

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of, \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

*This brief description of the Plan is meant to provide general information, but your entitlement to any benefits is governed by the actual terms and conditions of the Plan and arrangements for Employees/Retirees of ConocoPhillips Company. Eligibility, benefits, claims, participant rights, Plan administration, and other provisions are described in the Employee/Retiree Benefit Handbook and other materials furnished to you. If there is any conflict between this information and the official Plan documents, the official Plan documents will control. If an insurance contract/policy exists, it is part of the official Plan document and will control. The Plan sponsor reserves the right to amend or terminate this Plan or arrangement at any time, in its sole discretion, according to the terms of the Plan or arrangement. If you are in a job represented by a collective bargaining unit, the bargaining agreement may affect or alter the information shown in this summary.*