

Phillips 66 Medical and Dental Assistance Plan (Plan)
AFFIDAVIT of DOMESTIC PARTNERSHIP

I, _____ (“Employee/Retiree”), Employee ID # _____
(Employee/Retiree - Print Name)

and I, _____ (“Domestic Partner”),
(Domestic Partner - Print Name)

affirm, under penalty of perjury, that we satisfy *all* of the following requirements for a domestic partnership for purposes of Plan eligibility for benefits:

- (A) We intend to remain each other’s sole domestic partner indefinitely; and
- (B) We are each at least 18 years old (or of legal age); and
- (C) We are each mentally competent to enter into contracts; and
- (D) We are not related by blood; and
- (E) If an opposite sex couple, we haven’t been married to each other; and
- (F) Neither of us is married to anyone else; and
- (G) We have the same principal place of abode for the entire calendar year; and
- (H) Domestic Partner is a member of Employee’s/Retiree’s household for the entire calendar year and intends to remain so indefinitely; and
- (I) Employee/Retiree has provided more than 50% of Domestic Partner’s total support (as defined in the Summary Plan Description which is the Benefits Handbook for employees or retirees) for the entire calendar year; and
- (J) The relationship does not violate local law; and
- (K) We have lived together for six months before entering into this certification; and
- (L) We are jointly responsible for each other’s welfare and are financially interdependent.

Change in Domestic Partner’s Eligibility Status

- (1) Employee/Retiree understands that Employee/Retiree must notify the Benefits Center within 30 calendar days after:
 - (A) termination of the domestic partnership by death or dissolution; or
 - (B) any other change in circumstances that disqualifies the relationship as a domestic partnership as defined in the Summary Plan Description which is the Benefits Handbook for employees or retirees.
- (2) Employee/Retiree further understand that when the domestic partnership ends, benefits will terminate or continue in the same manner and to the same extent as Plan benefits for a former spouse in equivalent circumstances (such as divorce).

Acknowledgments

- (1) We understand this information will be held confidential and will be subject to disclosure only upon our express written authorization or if otherwise required by law.
- (2) We understand that declaration of domestic partnership may have legal and tax implications under federal and state law. We understand that if an employee/retiree receives health benefits, including medical, dental, vision, EAP and prescription, for a domestic partner, and if that domestic partner is not a dependent of the employee/retiree under the Internal Revenue Code, that employee/retiree may be required to pay taxes on the value of the benefit. We understand that we are encouraged to contact a tax adviser or an attorney regarding tax implications of domestic partner benefits.
- (3) Employee/Retiree understands that enrollment in benefits to which Employee/Retiree, or Employee's/Retiree's dependents (including a domestic partner) are not entitled is considered fraud. Employee/Retiree further understand that if Employee/Retiree willfully misrepresents the eligibility of Employee/Retiree or Employee's/Retiree's dependents (including a domestic partner), or fails to take the necessary action to remove ineligible dependents (including a domestic partner), or in any way obtain benefits to which Employee/Retiree is not entitled, Employee's/Retiree's benefits may be canceled, Employee/Retiree may be required to repay any claims or expenses which have been paid inappropriately, and/or Employee may be subject to disciplinary action – up to and including termination of employment.

Employee/Retiree Signature

Date

Subscribed and sworn to before me this _____ day of, _____ 20 ____.

Notary Public

My commission expires _____

Domestic Partner's Signature

Date

Subscribed and 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 Phillips 66 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. 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.