

CONFIDENTIAL COMPANY INFORMATION POLICY

Occidental Petroleum Corporation



POLICY NO.	10:20:80
PAGE	1 of 6
ORIGINAL ISSUE DATE	1-July-1993
EFFECTIVE DATE	22-June-2017
SUPERSEDES POLICY DATE	3-June-2010
DEPARTMENT ISSUED BY	Legal
APPROVED BY	Marcia Backus, Senior Vice President, General Counsel
	Glenn Vangolen, Senior Vice President, Business Support

1. PURPOSE

To restate and reinforce the Company's policy on maintaining the confidentiality of its confidential, proprietary, and trade secret information.

2. SCOPE

This Policy applies to all Employees, Directors and Contingent Contractors in all locations, worldwide.

3. DEFINITIONS

Company - Occidental Petroleum Corporation and any subsidiary or entity in which it owns a majority voting interest.

Confidential Company Information – An item of information or compilation of information in any form (tangible or intangible) relating to the Company's business, that is acquired during employment with the Company, and that the Company has not made public or authorized public disclosure of, provided that the item or compilation is not readily available to persons outside the Company through proper means who would benefit from its use or disclosure and who are not obligated to maintain its confidentiality. Categories of information that will ordinarily qualify, and should be presumed to qualify as Confidential Company Information under the foregoing standard include: Proprietary Information (as defined further below), technical data, trade secrets, as defined under applicable federal/country or state/provincial law, or know-how, such as research and development data, unpatented inventions, business processes, formulas, technology, marketing methods or strategies as well as products, services, customers, customer lists, suppliers, supplier lists, contracts, Company financial information, audit reports, tax returns and related documentation, accounting records and reports or schedules derived from those records, projections of future activities or results, legal advice and related communications, work product generated by or at the direction of attorneys, non-public prices and terms of trade and marketing transactions, contract bid files and documentation, proposals, codes related to the Company's software, any end-user identity or passwords providing access to the Company's various database and information technology platforms.

Contingent Contractor – An individual or entity providing services to the Company and not as an Employee – as an independent contractor, fixed term agreement (FTA) contractor or worker hired through a staffing agency – who has an @oxy.com email address or that is given access to Company software or confidential information.

Director – Any member of the Occidental Petroleum Corporation Board of Directors.

Employee – Individuals paid through Company payroll including officers and executives of the Company.

CONFIDENTIAL COMPANY INFORMATION POLICY

Policy No. 10:20:80	Department Issued By: Legal	Page: 2 of 6
----------------------------	---------------------------------------	---------------------

Oxy Personnel – This includes Employees, Directors and Contingent Contractors.

Proprietary Information – All material, information, and any idea or work product, whatever the form or medium, tangible or intangible, related to or associated with the business of the Company or its Directors, Officers, Employees, Representatives, customers, suppliers, consultants, or business associates, which was produced or received by any Director, Officer, Employee, or Representative of the Company in the course of their employment, contracting or consulting relationship, or otherwise produced or acquired by or on behalf of the Company.

Representative – Any advisor, broker, consultant, counsel, or other agent, representative, or service provider retained by the Company.

4. POLICY

4.1 Maintaining Confidentiality of Confidential Company Information

A. Oxy Personnel must at all times maintain the confidentiality of all Confidential Company Information, unless authorized to disclose such information pursuant to this Policy. Oxy Personnel may not summarize, copy, disclose or otherwise communicate any Confidential Company Information to any person or entity outside of the Company, whether directly or indirectly, except to the limited extent actually necessary to perform their duties for the Company or unless such persons have received appropriate prior authorization. In addition, Oxy Personnel should not, directly or indirectly, copy, take, or remove from the work site, or store in any offsite location (including a cloud or other external data storage account) any Confidential Company Information without appropriate prior authorization.

B. Oxy Personnel does not have a right of general access to Confidential Company Information. Access to Confidential Company Information is limited to the Confidential Company Information that the Company determines, at its discretion, the Oxy Personnel has a need to know. Further, Confidential Company Information may not be disclosed to other Oxy Personnel who are not authorized to receive such information in order to carry out Company business.

C. Oxy Personnel must protect from unauthorized access, use or disclosure Confidential Company Information, as well as the proprietary, confidential, and trade secret information of any other prior or current employer, any other entity for which such person serves or has served as a board member or has any other affiliation, and any entity with which the Company has a confidentiality agreement or a non-disclosure agreement. Oxy Personnel must not disclose to, nor use for the benefit of, the Company any such information, except in compliance with the terms of any applicable confidentiality or non-disclosure agreement.

D. Oxy Personnel must abide by any legally-binding agreements with any prior employer or other entity with regard to destroying, deleting or returning to that former employer or entity any information believed to be proprietary, confidential, and/or a trade secret of that former employer or entity. Oxy Personnel are required to contact a Compliance Officer if such an agreement with, or instructions from, a former employer or other entity may conflict with their duties to the Company or could violate applicable laws, regulations or Company policies, including, but not limited to, the Conflicts of Interest Policy, 91:01:20.

E. Whenever Oxy Personnel takes information from Company premises or accesses information through electronic means from outside Company premises, appropriate security measures must be taken as specified in Authorized Use of Company's Electronic Mail, Internet, and Other Information Systems and Technology Resources Policy, 91:50:00 and procedures to maintain the confidentiality of the information.

CONFIDENTIAL COMPANY INFORMATION POLICY

Policy No. 10:20:80	Department Issued By: Legal	Page: 3 of 6
----------------------------	---------------------------------------	---------------------

F. At the end of the employment or other association that Oxy Personnel has with the Company, or earlier if requested by the Company, they must return to the Company all documents and records of any kind containing Confidential Company Information, and must not retain any copies of Confidential Company Information in any form.

4.2 Determining Whether Information Is Confidential

A. In determining whether a particular item or compilation of information constitutes Confidential Company Information, Oxy Personnel must consider its content and, when appropriate, its relation to or connection with other information previously determined to be confidential. Deciding whether information is confidential requires the exercise of business judgment and common sense, as well as knowledge of the subject matter and its possible impact upon the Company should the information be compromised or lost. If in doubt, it is always best to seek guidance to ensure compliance with this Policy.

B. The form or medium of the information does not determine whether it is Confidential Company Information. Confidential Company Information may exist in any form or medium, including, but not limited to, written, oral, audio, photographic, video, physical, or electronic form (such as email, data files, or spreadsheets), regardless of the storage medium (paper file, tape recording, cloud account, USB drive, computer, external hard drive, cell phone, or otherwise).

C. When dealing with Items of information entrusted to the Company by a third party under a nondisclosure or confidentiality agreement, Oxy Personnel must take into consideration the terms of the Company's agreement with the third party and any additional restrictions applicable under it. Information of this nature may not be owned by (or the property of) the Company but will ordinarily be treated the same as Confidential Company Information subject to any terms and conditions that would modify such treatment under the agreement with the third party.

D. This Policy is to protect the value of the Company's trade secrets, and confidential and proprietary information, and to avoid disclosure or use of this information that would damage its value and utility to the Company, such as disclosure to competitors or others who could use it to compromise the legitimate business interests of the Company. This Policy will be construed and applied consistent with the foregoing purpose, and is subject to the following limitations:

- (a) Nothing in this Policy will be construed to interfere with the rights of an Employee protected under the National Labor Relations Act (NLRA). And, more particularly, nothing in this Policy prohibits an Employee who is not in a managerial or supervisory position from using lawfully acquired information regarding wages, hours or other terms and conditions of employment, for any purpose protected by the NLRA. Under the NLRA, Employees who are not in a management or supervisor role have a right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of such activities.
- (b) Nothing in this Policy prohibits an individual from reporting an event that the individual reasonably and in good faith believes is a violation of law to a relevant law-enforcement agency (such as the Securities and Exchange Commission, Equal Employment Opportunity Commission, or Department of Labor), requires notice to or approval from the Company before doing so, or prohibits cooperating in an investigation conducted by such a government agency, and in the course of such conduct disclosing Confidential Company Information so long as such disclosure complies with the limitations set forth in the Defend Trade Secrets Act of 2016 (described in section 7 below and Speak-Up and Non-Retaliation Policy, 91:80:00).

CONFIDENTIAL COMPANY INFORMATION POLICY

Policy No. 10:20:80	Department Issued By: Legal	Page: 4 of 6
----------------------------	---------------------------------------	---------------------

E. Except as otherwise permitted under 4.2 D (a) and (b) above, any Oxy Personnel who has reason to question whether an item should be treated as Confidential Company Information, should consult with appropriate Company personnel before engaging in any conduct that discloses or otherwise compromises the security of an item or compilation that there is some reason to believe or suspect may fit within the definition of Confidential Company Information.

4.3 Marking Confidential and Other Company Information

A. While efforts should be made to identify, classify and label Confidential Company Information specifically as “confidential”, information meeting the definition of Confidential Company Information must be treated as Confidential Company Information regardless of whether it is specifically identified, classified or labeled as such.

B. Use the following on all communications with the Company Legal Department or with outside counsel to the Company for the purpose of seeking or receiving legal advice:

PRIVILEGED & CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION

C. Use the following on all documents prepared at the direction of the Company Legal Department or outside counsel to the Company in anticipation of litigation, in addition to the foregoing legend (if the document is a communication to or from counsel) or by itself (if the document is not a communication to or from counsel):

PRIVILEGED & CONFIDENTIAL
ATTORNEY WORK PRODUCT

These designations serve as warnings to the recipients of the document that they should coordinate with the originator before further disseminating the information. The recipient of information believed to be confidential but not marked as Confidential Company Information is responsible for recommending to the originator or other person from whom the recipient gets the information that it be classified and marked as confidential.

D. In addition to the restrictive legends, Oxy Personnel who electronically transmit Confidential Company Information, such as legal memoranda, financial and operational information reports, or financial planning reports, over the Internet or other publicly accessible network should consider appropriate encryption technology (See the Digital Information Security, 16:02:00) and should consider a cautionary statement on all cover emails to indicate that confidential information is contained within an e-mail. An example of such a statement is as follows:

This communication (including any attachments) is for the sole use of the intended recipient and may contain confidential information. Unauthorized use, distribution or disclosure of this communication is prohibited. If you are not the intended recipient, please promptly notify the sender by return e-mail or telephone and permanently delete or destroy all electronic and hard copies of this e-mail and any attachments.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY PROTECTION AGREEMENTS

Oxy Personnel must sign a confidentiality agreement, and may also be required to sign an agreement that covers assignment of inventions and copyrights and protection of other intellectual property interests of the Company. This may occur in the form of a single document or multiple documents. The type of agreement may vary depending on the role of the individual. The format for this agreement or

CONFIDENTIAL COMPANY INFORMATION POLICY

Policy No. 10:20:80	Department Issued By: Legal	Page: 5 of 6
----------------------------	---------------------------------------	---------------------

agreements will be prescribed by the Company Legal Department, and may be modified from time to time.

6. WHISTLEBLOWER IMMUNITY FROM TRADE SECRET MISAPPROPRIATION PROSECUTION

In accordance with the Defend Trade Secrets Act of 2016 (18 U.S.C. §1833(b)) (DTSA), Oxy Personnel are hereby given notice that where disclosures related to reporting of illegal conduct is concerned they will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure if the disclosure is made either: (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal. Similarly, an individual who files a lawsuit for retaliation for reporting a suspected violation of the law may disclose the trade secret to their attorney and use the trade secret information in the court proceeding, so long as the individual (i) files any document containing the trade secret under seal so that it is not publicly available, and (ii) does not disclose the trade secret, except as expressly provided for or permitted under a court order so that it is not available to the public.

7. IMPLEMENTATION

Senior Vice President, General Counsel – Responsible for implementation and enforcement of this Policy, including delegation of these responsibilities to the appropriate Legal Department personnel and other Company departments.

8. RELATED POLICIES

1. Digital Information Security Policy, 16:02:00
2. Federal Securities Laws Policy, 21:50:01
3. Medical Records Policy, 83:60:00
4. Records and Information Management Policy, 10:10:02
5. Authorized Use of Electronic Mail, Internet and Other Information Systems Policy, 91:50:00
6. Security Policy, 90:01:00
7. Speak-Up and Non-Retaliation Policy, 91:80:00
8. Conflicts of Interest Policy, 91:01:20

9. EXCEPTIONS

Exceptions to this Policy must be documented in writing and approved by the Occidental Petroleum Corporation Senior Vice President, General Counsel.

10. REPORTING QUESTIONS OR CONCERNS

Oxy Personnel should contact local management if they have questions about the confidentiality of Company Information. If there are still questions regarding confidentiality, contact the Legal Department or a Compliance Officer. Oxy Personnel with concerns regarding compliance with this Policy are

CONFIDENTIAL COMPANY INFORMATION POLICY

Policy No. 10:20:80	Department Issued By: Legal	Page: 6 of 6
----------------------------	---------------------------------------	---------------------

encourage to bring these issues to the attention of a Compliance Officer, by contacting the Integrity Helpline, or through any of the reporting channels described in the Code of Business Conduct.

11. NON-RETALIATION

The Company strictly prohibits any form of retaliation against individuals for asking questions, making a good faith complaint or cooperating in an investigation of a complaint. Oxy Personnel should report any retaliation immediately. All forms of retaliation are prohibited, including any form of discipline, reprisal, intimidation or other form of retaliation taken against an individual for participation in the actions protected under this Policy.

12. VIOLATIONS OF THIS POLICY

If the Company determines that a violation of this Policy has occurred, the Company may impose discipline up to and including termination.