

SUMMARY PLAN DESCRIPTION 401(K) SAVINGS PLAN

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PLAN AT A GLANCE

Save for the future with Oxy's 401(k) Plan. The Occidental Petroleum Corporation Savings Plan, also known as the <u>401(k) Savings Plan</u>, 401(k) Plan or <u>Plan</u>, is a 401(k) plan that includes an employee stock ownership plan (ESOP). For the meaning of underlined terms, please see the Glossary.

For updates to this information, see <u>oxy.voya.com</u>.

	401(k) Savings Plan
Who's Eligible	 All non-union, full-time and part-time employees Union-represented employees if provided for in the collective bargaining agreement
When Participation Begins	You automatically become a Plan participant (whether or not you contribute to the Plan) on the first day of the month in which you are hired as an eligible employee or become an eligible employee.
Automatic Enrollment	 New hires are automatically enrolled in the 401(k) Plan. This means: You will automatically be enrolled in the 401(k) Plan with a <u>before-tax</u> <u>contribution</u> of 5% of base pay. Note: If you were automatically enrolled in the Plan, no deferral will be taken from your bonus until you affirmatively elect a deferral percentage for your bonus. Contributions begin with your first available paycheck after your hire date or as soon as administratively possible. Oxy makes a matching contribution (see below). Your contributions are invested in the Target Date Fund closest to your retirement age (or other Qualified Default Investment Alternative [QDIA] selected and communicated to you) until you elect otherwise. All other eligible employees: You may enroll in the 401(k) Plan at any time.
Your Contributions	 Save a percentage of your pay on a before-tax basis, Roth or after-tax basis, or a combination of the three, up to IRS limits. 2025 IRS contribution limits: Annual contribution (before-tax and Roth): \$23,500 Annual catch-up contribution (before-tax and Roth) if you are 50-59 or 64 or older during the year: \$7,500 Annual catch-up contribution (before-tax and Roth) if you are age 60 - 63 during the year: \$11,250 Maximum eligible pay that may be used for contributions under the 401(k) Plan: \$350,000 Note: If Oxy's contributions to the 401(k) Plan are limited by IRS caps, Oxy will make allocations to the nonqualified Supplemental Retirement Plan (SRP).
Oxy Contributions See Oxy's Company Matching Contributions for the match that applies to you.	 Oxy matches before-tax, Roth and <u>after-tax contributions</u> (catch-up contributions are excluded). You will receive: Two dollars for every dollar you contribute, up to 2% of your eligible pay; plus

	An additional dollar-for-dollar m contribute, for a total match of u Note: Oxy's contributions are invested in		
Vesting	You are immediately vested in your contributions and Oxy's matching contributions.		
Investment Options	risk and return: US Bond Index Fund International Bond Index Fund Total US Stock Market Index Fund S&P 500 Index Fund Mid Cap Index Fund Total International Stock Market Index Fund Real Estate Index Fund Stable Value Fund Bond Fund Inflation-Protected Securities Fund High Yield Bond Fund Large Cap Value Fund Large Cap Growth Fund Small Cap Growth Fund	nt funds, each with varying levels of International Large Cap Value Fund International Large Cap Growth Fund Oxy Stock Fund Target Retirement Income Fund Target Date Fund 2020 Target Date Fund 2025 Target Date Fund 2030 Target Date Fund 2035 Target Date Fund 2040 Target Date Fund 2040 Target Date Fund 2050 Target Date Fund 2055 Target Date Fund 2055 Target Date Fund 2060 Target Date Fund 2065 Target Date Fund 2070	
Loans	 You may borrow money from your balance and repay it through after- tax payroll deductions. Minimum loan amount: \$1,000 Maximum loan amount is the lesser of: 50% of your vested account balance or \$50,000 less the highest outstanding loan balance in last 12 months 		
When You Receive Your Account	 Your 401(k) account becomes payable when you retire, become totally and permanently disabled, die or otherwise terminate your employment with Oxy. If you satisfy certain requirements, withdrawals from your account can be made while you are working at Oxy (see <u>In-Service Withdrawals</u> for more information). 		
Beneficiary Designation	Be sure you name the beneficia event of your death.	ry who will receive your account in the	

	Complete a beneficiary designation on <u>oxy.voya.com</u> .
Rollovers into the Plan	 Taxable rollovers from other qualified plans and IRAs and non-taxable rollovers (including Roth rollovers) from other employers' qualified plans are accepted if certain requirements are met.
	 You will need to complete a rollover request on <u>oxy.voya.com</u> or call 844-OXY-401K (844-699-4015).

ABOUT THIS SPD

This Summary Plan Description (SPD) summarizes your 401(k) Savings Plan so you can understand how the Plan works. Although this booklet covers many of the principal features of the 401(k) Savings Plan, it is only a summary. The 401(k) Savings Plan's complete provisions are contained in the Plan documents that legally govern the Plan's operation. The Plan documents include the official Plan text, the trust agreement, and other instruments and reports under which the Plan is established or operated. If you wish, you may request a copy under ERISA of the Plan documents by writing to the plan administrator at the address shown in the administrative section of this document. Copies of requested Plan documents will be furnished within 30 days at a reasonable charge. All benefits described in this SPD are subject to the terms of the Plan documents and if there is ever a conflict or difference between this SPD and the Plan document, the official Plan document will govern.

This SPD reflects the Plan document provisions in effect on January 1, 2025. These provisions may not apply to you if your employment ended before this date. Please refer to subsequent communications of any material changes to the Plan made after this date.

MANAGING YOUR ACCOUNT - OXY.VOYA.COM

You can manage your account online or by phone:

Go to oxy.voya.com and log on with the unique password (PIN) provided by Voya.

Use the Voya Retire app, available through your iPhone, Kindle or Android devices' app store, and use the password provided by Voya.

Call the Oxy Retirement Service Center: **844-OXY-401K** (844-699-4015) Monday through Friday (except NYSE holidays) 7:00 a.m. to 7:00 p.m. CT.

Lost or Forgotten Passwords

Voya provides a unique password (PIN) for accessing <u>oxy.voya.com</u> to all Plan participants. If you lose or forget your <u>oxy.voya.com</u> password:

Go to oxy.voya.com and select Forgot Your Password, or

Call the Oxy Retirement Service Center, 844-OXY-401K (844-699-4015)

ACCOUNT MANAGEMENT FEATURES

You can manage your 401(k) Savings Plan account and request the following transactions through <u>oxy.voya.com</u> or by calling the Oxy Retirement Service Center.

Transaction	How To Do/Frequency	Special Notes	When Processed
Initial Enrollment	Online anytime	If eligible, you are automatically enrolled for a 5% before-tax contribution; otherwise, you may enroll online anytime.	First available pay period or as soon as administratively possible.
Catch-Up Contributions	Online anytime	You must be at least age 50 by December 31; see <u>Benefit Limits</u> .	First available pay period
Future Contribution Rate/Type Change	Online anytime	See <u>Benefit Limits</u> for contribution amounts.	First available pay period
Contribution Reinstatement • Following Waiver or Voluntary Suspension	Online anytime		
 Following Involuntary Withdrawal Suspension 	Your contribution rate will be reinstated in the first available pay period following the suspension end date.	See <u>Benefit Limits</u> for contribution amounts.	Processed daily; effective first available pay period
Voluntary Contribution Suspension	Online anytime	Oxy's matching contributions also end.	First available pay period
Future Contribution Investment Election Change	Online anytime	Investment must be in 1% increments.	Processed daily; effective first available pay period
Fund Transfer	 Online anytime; if more than one fund transfer is made during a day, only the final fund transfer will be processed: 26 free fund transfers per calendar year \$10 fee deducted from your account balance for each fund transfer above 26 	 Processed and valued at the NYSE closing trading price for the: Same trading day if requested by 3 p.m. CT End of next trading day if requested after 3 p.m. CT or on a non- trading day 	Processed daily for each trading day
Oxy Stock Dividend Pass- through	Online anytime	You may elect to have dividends from the Oxy Stock Fund paid to you in cash. If you do not make an election, dividends will be reinvested in the Oxy Stock Fund.	Processed daily if received by 3 p.m. CT

Transaction	How To Do/Frequency	Special Notes	When Processed
In-Service Withdrawal Request ¹ (active employees only)	Call the Oxy Retirement Service Center.	N/A	Processed and valued daily if received by 3 p.m. CT
Loan Application (active employees only)	Online anytime	Only one outstanding loan allowed; a \$50 loan initiation fee will be deducted from account balance.	Processed and valued daily if received by 3 p.m. CT
Loan Prepayment Active Employees 	Online anytime to prepay through ACH direct debit or call the Oxy Retirement Service Center	Prepayment must be received by the due date.	Processed daily if received by 3 p.m. CT
Former Employees and Spousal Beneficiaries	Call the Oxy Retirement Service Center.	Prepayment must be received before distribution is processed.	As soon as administratively possible
Distributions	Call the Oxy Retirement Service Center.	N/A	Processed and valued daily if received by 3 p.m. CT
Rollovers (to the Plan)	Online anytime to request form	Signed rollover form with proceeds check must be received before request will be processed. Rollovers to the Plan available if you are an active employee.	Processed and valued daily if received by 3 p.m. CT
Beneficiary Designation Change	Online anytime	If married, non-spousal designation requires notarized spousal consent.	Processed daily if received by 3 p.m. CT
Online Statements	Online anytime	N/A	N/A

¹ In-service withdrawal requirements vary for money merged into the Plan from the **<u>THUMS SIP</u>** as described on <u>oxy.voya.com</u>.

ELIGIBILITY

YOUR ELIGIBILITY

Generally, you are eligible to participate in the Plan if you are a full-time or part-time employee of Occidental Petroleum Corporation (OPC) or any <u>affiliate</u> designated by the OPC Board of Directors or its delegate as a participating employer under the Plan. Together, OPC and participating affiliates under the Plan are referred to as Oxy. The affiliates who are participating employers under the Plan are:

- Glenn Springs Holdings, Inc.
- Occidental Chemical Corporation
- Occidental Energy Marketing Inc.
- Occidental Oil and Gas Corporation
- Occidental Oil and Gas International, LLC
- Occidental Petroleum Corporation
- Oxy Energy Services, LLC
- Oxy USA Inc.
- Occidental Midstream Strategic Development, LLC
- Anadarko Petroleum Corporation
- TerraLithium, LLC
- Oxy CA, LLC

You are not eligible to participate in the Plan if:

- You are employed by an affiliate that is not a participating employer under the Plan (see affiliates listed above);
- Your employment with Oxy is covered by a collective bargaining agreement, unless the agreement provides for your participation in the Plan;
- You are a nonresident alien employee who receives no U.S.-source earned income from Oxy, unless the Plan has been made available to you (as previously communicated to you); or
- You are an employee of Anadarko Petroleum Corporation who is not a U.S. citizen or legal resident and who is not regularly employed at an Oxy worksite within the U.S.

To participate, you must be classified as a common-law employee in Oxy's employment records, without regard to whether you are later determined to have been a common-law employee of Oxy. This applies even if the Internal Revenue Service (IRS), another governmental agency, a court or other tribunal later determines that you are an employee for purposes of pertinent provisions of the Internal Revenue Code of 1986, as amended (<u>Code</u>), or for any other purpose. The determination that you are an employee will apply prospectively only.

WHEN YOUR PARTICIPATION BEGINS

Generally, you will be automatically enrolled in the 401(k) Plan with a before-tax contribution of 5% of your base pay, effective with your date of hire or eligibility. Contributions begin with your first available paycheck after your hire date or as soon as administratively possible. Your contributions are invested in the Target Date Fund closest to your retirement age (or other QDIA selected and communicated to you) until you elect otherwise. You can change your contribution rate or how your contributions are invested at any time on <u>oxy.voya.com</u>.

If you want to opt out of the Plan and receive a refund of any of your before-tax contributions made to your account, you must make this change within 30 days from when your first contribution is made to the Plan. Log on to <u>oxy.voya.com</u>. From the *Account List* on the home page, select *Oxy 401(k) Savings Plan > Account*. Change your contribution rate to 0% and select *Refund*.

When you enroll or change your automatic enrollment, you will be asked to:

Authorize Oxy to deduct your elected contribution percentage from your <u>earnings</u> on a before-tax, Roth and/or after-tax basis,

Make your employee contribution fund investment choices (in 1% increments), and

Name your beneficiary to receive your account in the event of your death.

Naming a Beneficiary

A beneficiary is the person (or persons) who will receive your account in the event of your death. You make your beneficiary elections on <u>oxy.voya.com</u>.

Primary beneficiary: A person or trust to receive your Plan account in the event of your death. If you name multiple primary beneficiaries and any of them die before you, the percentage that beneficiary would have received will be divided equally among your surviving primary beneficiaries.

Contingent beneficiary: A person or trust you name to receive your Plan account on your death if, on your date of death, all of your primary beneficiaries died before you. If you name multiple contingent beneficiaries and any of them die before you, the percentage that contingent beneficiary would have received will be divided equally among your surviving contingent beneficiaries.

If you are married, your spouse is automatically designated as your primary beneficiary, unless your spouse provides notarized written consent to pay all or a portion of your balance to another primary beneficiary, by submitting the *Beneficiary Designation Form* available on <u>oxy.voya.com</u>.

If you are single, legally divorced or widowed, you may name any individual or trust as your primary and contingent beneficiaries. If you later marry, your spouse will be your primary beneficiary (even if you do not complete a new beneficiary designation form), unless your spouse provides notarized written consent to pay all or a portion of your balance to another primary beneficiary.

If any of your named primary beneficiaries die before you and you do not change your designation, the percentage a deceased primary beneficiary would have received will be divided equally among your surviving primary beneficiaries on your death. If all of your named primary beneficiaries die before you and you do not change your designation, your vested Plan account will be paid to your named contingent beneficiaries on your death. In this case, if any of your named contingent beneficiaries die before you and you do not change your designation, the percentage a deceased contingent beneficiaries die before you and you do not change your designation, the percentage a deceased contingent beneficiary would have received will be divided equally among your surviving contingent beneficiaries.

If all your primary and contingent beneficiaries die before you or if you do not name a beneficiary, payment will be made in the following order on your death:

Your legal spouse

Your natural and adopted children (equally)

Your parents (equally)

Your natural brothers and sisters (equally)

Your estate

Your 401(k) Plan beneficiary designation will not affect your designation under any other Oxy benefit plan. The plan administrator reserves the right to require you or your beneficiary to provide satisfactory evidence of marital status or age.

WHEN TO CHANGE YOUR BENEFICIARY

Among other reasons not discussed below, you might consider changing your beneficiary if:

- Your marital status changes,
- Any of your previously named primary or contingent beneficiaries die before you, or
- You gain or lose dependents.

For example, if you name your spouse as your beneficiary, later divorce and do not remarry, your ex-spouse remains the legal beneficiary under the Plan. Also, consider the tax consequences to your survivors and/or your estate if you designate a trust. To determine these tax consequences, it is recommended that you consult with a qualified tax advisor or estate planner.

EMPLOYMENT CHANGES

If you are rehired by Oxy: If you are rehired and meet the Plan's eligibility requirements, you will be auto-enrolled in the Plan with the first available pay period following your rehire or as soon as administratively possible. If you were not fully vested when you originally separated from service, you forfeited the nonvested portion of your Company Matching Contributions account. When you are rehired, that amount is reinstated to your account.

If you transfer to an ineligible status: If you transfer to a nonparticipating location or you no longer meet the Plan's eligibility requirements for any reason, your 401(k) Savings Plan will be placed in an inactive status. While your account is in an inactive status:

- Your contributions and company matching contributions will stop.
- Your accounts will remain in the Plan and continue to be credited with fund earnings and losses.
- You will be eligible to request withdrawals, loans and fund transfers.

WHEN YOUR ACTIVE PARTICIPATION ENDS

You are no longer considered an active participant in the 401(k) Plan if you separate from service or no longer meet the eligibility requirements to participate in the 401(k) Plan.

A separation from service is a termination of employment from OPC and all affiliates on the earlier of the date you resign, are discharged, are laid off, die, or your employment relationship otherwise ends.

Transferring between OPC and any affiliates is not considered a separation from service, even if the affiliate is not a participating employer in the 401(k) Plan.

401(K) PLAN CONTRIBUTIONS

Contributions to your 401(k) account include:

Your own contributions

Matching contributions made by Oxy

Money that you roll over from another qualified plan or IRA

YOUR CONTRIBUTIONS TO THE PLAN

Your contributions are deposited with the plan trustee and credited to the Plan into an account set up in your name as soon as possible.

Your Base Pay and Annual Bonus

You can make your contribution election in 0.1% increments (one-tenth percent) (e.g., 4.2%). Here's how your contributions work:

	401(k) Plan Contributions		
Features	Base Pay Contribution	Annual Bonus Contribution	
Amount You Can Contribute	 If your base pay is \$160,000 or greater, you may contribute from 1% to 15% of your annual base pay. If your base pay is under \$160,000, you may contribute from 1% to 30% of your annual base pay. Up to the federal regular before-tax and the second s	1% to 5% of the first \$100,000 of your <u>annual bonus</u> . nd <u>Roth contribution limit</u> .	
Payroll Deductions	You choose whether your contributions come out of your eligible pay on a before-tax basis, Roth or after-tax basis, or a combination of the three.		

Note: If you were automatically enrolled in the Plan, no deferral will be taken from your bonus until you affirmatively elect a deferral percentage for your bonus.

If your elected contribution is more than shown in the chart above, your contributions will automatically be reduced to the allowable limit (in whole percentage increments). Reductions are made to your after-tax contributions first, then, if necessary, to your before-tax and Roth contributions.

You may not make retroactive contributions for any period during which:

You waived participation,

Your elected contribution percentage was less than Plan or government limits, or

Your contributions were voluntarily or involuntarily suspended.

See <u>When Your Participation Begins</u> for information on automatic enrollment.

LIMITING YOUR CONTRIBUTIONS

- If you made before-tax or Roth contributions to another employer's 401(k) plan in the same plan year, notify the Oxy Retirement Service Center or the other plan's administrator if your total contributions will exceed the current year's pre-tax and Roth limit (the federal limit as described in <u>Benefit Limits</u>).
- If you provide the Oxy Retirement Service Center with your before-tax and Roth contribution amount made to the other plan(s) before the end of the year, Oxy will limit your contributions so you won't exceed the federal limit.
- Notify the Oxy Retirement Service Center by March 1st after the year you exceed the federal limit and the Plan will distribute the excess contributions and any attributable investment income to you by April 15th. You are taxed on the distribution for the year you exceeded the federal limit.

Catch-Up Contributions

If you will be at least age 50 by December 31st, you are eligible to make additional before-tax and Roth contributions, up to the IRS limits stated in <u>Benefit Limits</u>. Catch-up contributions are in addition to your base pay and annual bonus contributions. They are deposited with the plan trustee at the same time and in the same manner as your regular before-tax and Roth contributions. Retroactive catch-up contributions are not permitted.

Your Plan catch-up contribution election continues from one calendar year to the next unless you elect to increase, change or stop your catch-up contributions.

How to Elect Catch-Up Contributions

If you are eligible, determine the amount of catch-up contributions you want to make to the Plan for each remaining pay period in the calendar year. You may start, stop or change your amount of catch-up contributions at any time on <u>oxy.voya.com</u>. Your new election will take effect in the next available pay period.

Catch-Up Contribution Considerations:

Catch-up contributions are a per-pay-period dollar amount election. There is no limit to the amount you can elect to contribute per-pay-period, up to the annual limit.

Consider making catch-up contributions if you intend to contribute regular before-tax or Roth contributions for the year of at least the federal limit for regular before-tax contributions as described in <u>Benefit Limits</u>.

Catch-up contributions are not matched regardless of your regular 401(k) Savings Plan contribution percentage. To maximize Oxy's company matching contribution, you should not make catch-up contributions unless you are also contributing the maximum that Oxy matches to the Plan each pay period.

If you contribute less than the federal limit for regular before-tax and Roth contributions, your catch-up contributions will be classified as regular 401(k) Savings Plan before-tax or Roth contributions up to the federal limit.

For example, if your regular Plan before-tax employee contributions in 2025 are \$17,000 and you make \$7,500 in additional catch-up contributions, a portion of your catch-up contributions will be considered regular before-tax contributions to reach the \$23,500 federal limit (2025 limit). So, your total regular 401(k) Plan before-tax employee contributions for W-2 purposes will be \$23,500 and your total 2025 catch-up contributions will be \$1,000; however, only the \$17,000 you contributed as before-tax contributions will be eligible to receive the company match.

Before-Tax Rollover into the Plan

If you are an active employee eligible to participate in the Plan, you may be able to roll over into the Plan all or part of the taxable money you receive in an eligible rollover distribution from another employer's tax-qualified retirement plan. If you rolled over your money from a former employer's plan to an individual retirement arrangement (IRA) before you participated in the Plan you may be able to roll over the taxable value of that rollover IRA to the Plan. Your rollover contribution generally must be received by the Plan within 60 days after you receive payment from your former employer's qualified plan or from the IRA. If your rollover contribution is not received within the 60-day time frame described above, you may be able to submit a certification and have your rollover accepted after the 60-day deadline.

After-Tax Rollover into the Plan

If you are an active employee eligible to participate in the Plan, you may be eligible to roll over into the Plan all or part of the after-tax money (including Roth amounts) that you receive in an eligible rollover distribution from another employer's tax-qualified retirement plan, but only in a direct rollover into the Plan. A 60-day rollover into the Plan is not permitted for after-tax money (including Roth amounts). In addition, the Plan may not accept a direct rollover or 60-day rollover of after-tax money (including Roth amounts) from an IRA or Roth IRA.

All Rollover Contributions into the Plan

If the qualified status of your rollover contribution cannot be determined, the plan administrator may require you to provide satisfactory evidence that the rollover is from a qualified plan or from an IRA. The rollover contribution will not be accepted until the plan administrator receives such proof.

Upon acceptance, your rollover contribution will be deposited with the plan trustee, credited to the appropriate rollover contribution account under the Plan, and invested among the Plan funds based on your rollover investment election. If you don't make investment elections, the rollover amount will automatically be invested in the Target Date Fund closest to your retirement age (or other QDIA selected and communicated to you). You can find a rollover application on <u>oxy.voya.com</u>. Call the Oxy Retirement Service Center for more information.

In-Plan Roth Rollover

If you are an active employee eligible to participate in the Plan or a terminated employee with a balance remaining in the Plan, you may be able to directly roll over your other Plan accounts into the In-Plan Roth Rollover account. You can roll over your before-tax, after-tax and company matching contributions; Rollover account, After-Tax Rollover account, and THUMS Long Beach Company Savings Plan SIP accounts. Your In-Plan Roth Rollover account will be invested among the Plan funds based on your investment election. If you don't make investment elections, the account will automatically be invested in the Target Date Fund closest to your retirement age (or other QDIA selected and communicated to you). You can find an In-Plan Roth rollover application on <u>oxy.voya.com</u>. You are encouraged to consult your accountant or tax advisor before making such a change as there are tax consequences.

Rollover of Loan Offset Amounts

If a portion of your rollover is attributable to a qualified plan loan offset amount, the deadline for rolling over the offset portion is the due date (including extensions) for your Federal income tax return for the tax year in which the offset occurs.

TAX IMPLICATIONS OF BEFORE-TAX, ROTH AND AFTER-TAX CONTRIBUTIONS

You can choose to save in three ways: before-tax, Roth or after-tax. A brief description of the general tax implications is shown below:

	Before-tax Contributions	Roth Contributions	After-tax Contributions
Employee Contributions	Made on a before-tax basis, reducing your taxable income.	Made on an after-tax basis, so your contributions do not reduce your taxable income.	Made on an after-tax basis, so your contributions do not reduce your taxable income.
Withdrawals	Contributions and any earnings are taxed when taken out of the Plan.	Any earnings are withdrawn tax-free for qualified distributions (e.g., after reaching age 59½ and after having your account for 5 years); otherwise they are subject to income tax and/or penalty tax for early withdrawal.	Any earnings are taxed when taken out of the Plan.
Contribution Limit	If you reach the federal before-tax and Roth contribution limit, your before-tax and Roth contributions for the rest of the year will automatically be reclassified as after- tax contributions.		

Note: All matching contributions and any earnings thereon, regardless if you make contributions on a before-tax, Roth or after-tax basis, are taxed as before-tax contributions when you withdraw them from the Plan.

Effect of Before-Tax Contributions on Other Benefits

The Plan's before-tax employee contributions will not reduce the amount of your earnings that are reported for Social Security purposes.

In some states, payments from certain other statutory benefits that are based on earnings or taxable base pay (such as unemployment insurance, workers' compensation and state disability insurance) could be slightly reduced.

If you are a Third Country National, different taxes as well as withholding requirements may apply. Please call OxyLink Employee Benefits Center at US: (800) 699-6903 (Press 2) International: (918) 610-1990 for more information.

Your pay for purposes of determining pay-related Oxy benefits, such as the Oxy <u>Retirement Plan</u>, before-tax spending program, disability and life insurance plans, will continue to be based on your base pay before 401(k) Savings Plan before-tax employee contributions, including any catch-up contributions, are deducted.

CHANGING YOUR CONTRIBUTION AMOUNT

Generally, you may change the amount of your contribution at any time and it will take effect the next available pay period. You may also change your election to make your contributions on a before-tax, Roth and/or after-tax basis. You can make changes on <u>oxy.voya.com</u> or by calling the Oxy Retirement Service Center. A confirmation of your election will be provided to you.

Contribution Rate Escalator

You can elect to have your contributions to the Plan automatically increased at a preset rate and time frame of your choice. You can choose a one-time, quarterly, semi-annual or annual election in 1% increments. You can stop the automatic increases and reset your contribution to any level at any time. The contribution rate escalator is especially useful if you have specific savings goals and want to stay on track, year after year.

Stopping and Starting Your Contributions

Generally, you may stop or resume making contributions in the first available pay period following your election. If you suspend your contributions, the suspension will continue until you request your contributions be resumed at <u>oxy.voya.com</u>. A confirmation of your election will be provided to you.

Involuntary Contribution Suspension

In some cases, your contributions may be suspended involuntarily. For example, your contributions will generally be suspended involuntarily for six months if you withdraw all or part of your Company Matching Contributions account before age 59½, as described in the section <u>In-Service Withdrawals</u>. Your contributions will be reinstated in the next available pay period following your suspension end date.

Contributions While Receiving Short-Term Disability Benefits

If you become temporarily disabled, contributions to your Plan account will generally be determined using the actual pay you receive under an Oxy Short-Term Disability (STD) Plan or program. Contributions to your Plan account will stop when your benefits under Oxy's STD Plan or program end.

Contribution Eligibility for Qualified Military Service

If you serve in the uniformed services and are entitled to reemployment rights with respect to your service, you will be eligible to make additional before-tax, Roth or after-tax contributions to the Plan.

- You may make contributions up to the amount you would have been permitted to contribute to the Plan during your period of military service.
- If you make these contributions, Oxy will make the associated company matching contributions in the same amount that would have been matched on your contributions during your period of military service.
- Earnings on these contributions will begin accruing on the date the contributions are credited to the Plan.

The period of time you have to make these contributions begins on your Oxy reemployment date and continues for three times your period of qualified military service that resulted in your reemployment rights (up to five years).

For example, if you had six months of qualified military service, you would have 18 months (3 x 6 months of qualified military service) from your Oxy reemployment date to make the before-tax, Roth or after-tax contributions that you would have been eligible to make during your period of qualified military service, which is less than the maximum five-year period. If you qualify to make these contributions, call the Oxy Retirement Service Center.

OXY'S COMPANY MATCHING CONTRIBUTIONS

Oxy matches your before-tax, Roth and after-tax contributions (but not any catch-up contributions you make). The amount of the match depends on your employee group, as shown below:

Oxy Makes a Matching Contribution Of	Employee Group
 \$2 for every \$1 you contribute up to 2% of your earnings, plus \$1 for every \$1 you contribute on the next 3% of your earnings 	 Salaried and hourly non-represented employees Employees of: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local 2154-03 United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local 12773 International Union of Operating Engineers, AFL-CIO, Local 119 (effective June 3, 2024)
\$1 for every \$1 you contribute up to 6% of your earnings	 United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local 620
85¢ for every \$1 you contribute up to 6% of your earnings	Teamsters Union, Affiliated with International Brotherhood of Teamsters, Local 795

Oxy's contributions are invested in the Oxy Stock Fund on a before-tax basis, regardless of your contribution investment choices. You may elect to transfer your company matching contributions to other investment funds. Your company matching contributions are deposited with the plan trustee and credited to the Plan into the account set up in your name as soon as possible. You are immediately 100% vested in Oxy's matching contributions.

BENEFIT LIMITS

The federal government sets limits each year on the amount of:

Annual before-tax and Roth employee contributions,

Earnings taken into account in determining Plan benefits, and

Contributions you and Oxy make to your 401(k) Savings Plan and Retirement Plan.

You may view the current year's IRS limits at <u>oxy.voya.com</u> under *Plan Highlights > Services > Annual IRS Limits.* The current limits are also described below:

Limit Type	Description/Implications	2025 Limit
Regular Before-tax and Roth Contributions Limit	 The combined amount of before-tax and Roth employee contributions you make to all qualified employer-sponsored plans during a calendar year. When your year-to-date before-tax and Roth employee contributions equal the limit, your contributions for the remainder of the year will automatically be deducted from your earnings on an after-tax basis, unless you elect otherwise. You will automatically resume before-tax and Roth employee contributions January 1st of the following year (unless you later stopped your election or change your Plan contribution election to after-tax employee contributions). 	\$23,500
Cotch Lin Contributions	If you will be at least age 50-59 or 64 or older on or before December 31st, you are eligible to make additional before- tax and Roth contributions to the Plan.	\$7,500
Catch-Up Contributions If you will be ages 60-63 on or before December 31 st , you are eligible to make additional before-tax and Roth contributions to the Plan.		\$11,250
Annual Compensation Limit	 The amount of earnings that are taken into account in determining Plan benefits, and applies to the following contribution types: Your before-tax contributions Your Roth contributions Your after-tax employee contributions Oxy's company matching contributions Your 401(k) Savings Plan employee contributions and Oxy's company matching contributions will stop when the annual compensation limit has been reached. 	\$350,000
Annual Maximum Contribution Limit	 This limit applies to the total amount of annual contributions to: Before-tax, Roth and after-tax employee contributions to the 401(k) Plan (excluding catch-up contributions); Oxy's company matching contributions to the 401(k) Plan; and Oxy's annual contributions to the Retirement Plan. If the total combined employer and employee contributions under the Retirement Plan and 401(k) Savings Plan reach the maximum contribution limit, contributions to both plans will be stopped to comply with these IRS rules. 	\$70,000

VESTING

Vesting refers to your ownership of your account balance in the Plan. You are immediately 100% vested in your own contributions (including any rollover accounts) and Oxy's matching contributions.

INVESTING IN THE PLAN

The Pension and Retirement Trust and Investment Committee (Investment Committee) is the fiduciary responsible for the investment and management of the assets of the Plan.

The Investment Committee directs and monitors the Trustee with respect to the investment and management of funds available under the Plan. The Investment Committee has the authority and responsibility to appoint an investment manager for the investment funds.

INVESTMENT FUNDS

You may invest your 401(k) Savings Plan account among several investment options (some restrictions may apply):

- Target Date Funds
- US Bond Index Fund
- International Bond Index Fund
- Total US Stock Market Index Fund
- S&P 500 Index Fund
- Mid Cap Index Fund
- Total International Stock Market Index Fund
- Real Estate Index Fund
- Stable Value Fund
- Bond Fund
- Inflation-Protected Securities Fund
- High Yield Bond Fund
- Large Cap Value Fund
- Large Cap Growth Fund
- Small Cap Value Fund
- Small Cap Growth Fund
- International Large Cap Value Fund
- International Large Cap Growth Fund
- Oxy Stock Fund

GET MORE FUND INFORMATION

Visit oxy.voya.com to:

- View fund fact sheets and historical rates of returns.
- View information on fund fees in the Oxy Participant Disclosure.
- Make and change your investment fund elections.
- See a fund performance summary showing annualized returns over the previous month, previous quarter, and one-, three-, five- and 10-year periods. It is also distributed annually.

Neither the Plan nor any of its fiduciaries guarantee the performance of any Plan investment option nor do they assume any obligation to make up for any losses you may experience. You may want to consult with an independent financial advisor regarding the Plan investment options that may best help you achieve your personal investment goals. Please also consider using the Financial Wellness tools available at <u>oxy.voya.com</u> or the services discussed in the <u>Online Advice and the Professional Management Program</u> section of this document.

Trustee and record-keeping fees are paid by Oxy. Investment management expenses under each investment option are netted out of that investment option's earnings.

MAKING YOUR INVESTMENT ELECTIONS

You decide how to invest your 401(k) account balance, and you can make or change your investment option election for future contributions at any time by visiting <u>oxy.voya.com</u>.

Your election must be in 1% increments and total 100%.

Your election will take effect on the first available pay period after you make it.

A confirmation of your election will be provided to you.

Elections are processed daily and are effective as of the first available pay period.

In structuring the Plan to permit you to direct the investment of your Plan accounts, it is intended for the Plan to constitute a 404(c) plan under **ERISA** and the fiduciaries of the Plan may be relieved of liability for any losses that are the direct and necessary result of your investment instructions. All investments involve the risk of loss as well as the possibility for gain. Historical performance is not indicative of the future performance of any Plan investment option. Performance depends on a number of variables, including the performance of other companies and markets in which investments are made and the actual time frame of your investment.

Neither OPC, the Investment Committee nor the plan administrator can guarantee that you will be able to make any trades or fund exchanges on any particular day. For example, trades or exchanges may be delayed or not available because of high call volumes or interruptions to computer connections or phone services.

Because a portion of your Plan account is invested in the Oxy Stock Fund, you are entitled to full voting and tender rights for the pro rata portion of the interest in shares held by your investment under the Plan. Whenever such rights are to be exercised, the trustee will ensure that you will be provided with the same notices and other materials as provided to other stockholders of OPC and that you have an adequate opportunity to deliver your instructions to the trustee regarding the voting or tender of your pro rata portion of the interest in shares held by your investment. The instructions you provide relating to the voting or tender of your pro rata portion of the interest in shares held by your investment are confidential and may not be divulged to OPC or any of its affiliates (except that the total number of shares tendered can be disclosed).

The Pension and Retirement Plan Administrative Committee (the "Administrative Committee"), as a Plan fiduciary, has implemented procedures to ensure confidentiality of your voting and tender rights. The transfer agent collects votes, aggregates the information, codes them for confidentiality and forwards the aggregated results to Bank of New York Mellon, the Plan's trustee, so OPC is not permitted to view voting or tender results. If it is determined that there is a potential for undue influence on a participant regarding the direct or indirect exercise of his or her rights, then an independent fiduciary will be appointed to address any concerns. If you have questions relating to the Plan's confidentiality procedures, please contact the plan administrator at 5 Greenway Plaza, Suite 110, Houston, TX 77046-0521 or **713-215-7000.**

Default Investments

Your Savings Plan default investment fund will be determined on January 1 based on your year of birth as of December 31 of that same calendar year. If you don't direct how you want future contributions invested, they will automatically be invested in the Target Date Fund closest to your retirement age (the Plan's Qualified Default Investment Alternative or "QDIA"), as shown in the chart below:

If Your Birth Date Is In	Appropriate Target Date Fund	
2003 or later	Target Date Fund 2070	
1998 - 2002	Target Date Fund 2065	
1993 - 1997	Target Date Fund 2060	
1988 - 1992	Target Date Fund 2055	
1983 - 1987	Target Date Fund 2050	
1978 - 1982	Target Date Fund 2045	
1973 - 1977	Target Date Fund 2040	
1968 - 1972	Target Date Fund 2035	
1963 - 1967	Target Date Fund 2030	
1958 - 1962	Target Date Fund 2025	
1953 - 1957	Target Date Fund 2020	
1948 - 1952	Target Retirement Income Fund	
Born before 1948		

TRANSFERRING YOUR CURRENT 401(K) PLAN BALANCES

You may transfer your Plan balances among the Plan's investment options on any trading day at <u>oxy.voya.com</u>, subject to the restrictions described below. If you request a transfer by 3:00 p.m. CT, your transfer will be processed and valued at that same day's closing trading prices. If you request a transfer after 3:00 p.m. CT or on a non-trading day, your transfer will be processed and valued at the end of the next available trading day.

You may not transfer balances out of and into the same investment option.

If you elect to transfer less than the entire balance from an investment option, the amount transferred will be taken proportionately from each source (for example, if you have a Rollover account) under that investment option.

The amount transferred from each source within each investment option will be transferred to the same source in the new option or options that you select for investment.

Your transfer investment elections must be in 1% increments and total 100%.

Transfers into the Oxy Stock Fund will be limited to 30% of your total Plan account balance.

If you make more than one fund transfer during a day, only the final fund transfer you made during that day will be processed. Fund transfers made prior to the final fund transfer will be voided.

You will receive a confirmation statement for each transaction you make. If you have elected to receive confirmations electronically, you will receive an email notification and the actual confirmation can be found under *Statements & Documents* on <u>oxy.voya.com</u>.

Automatic Account Rebalancing

You have the option of having your account automatically rebalanced based on your investment allocations on file for future contributions. You can elect automatic rebalancing at any time on <u>oxy.voya.com</u>.

You can set the automatic account rebalancing feature for the time frame that you choose: quarterly, semi-annually or annually.

You may start it and stop it at any time.

Automatic rebalancing includes all available funds under the Plan, including the Oxy Stock Fund.

If you have elected rebalancing and change your investment elections, complete a fund transfer or reallocate balances, your rebalancing election will be cancelled and you will be notified. However, if the rebalance is scheduled to be processed on the same day as the investment election change, it will not be cancelled.

You will receive notification approximately 15 days before each scheduled rebalance.

If you have a balance or investment election in the Oxy Stock Fund, your Oxy Stock Fund will be included in the automatic account rebalancing.

Managed account members—if you are a member of the Professional Management Program through Voya Retirement Advisors, LLC (VRA) as discussed in <u>Online Advice and the Professional Management Program</u>, powered by Financial Engines, you are restricted from making investment election changes. Please call the Oxy Retirement Service Center and speak to a Voya Retirement Advisor.

Fund Transfer Fee

In any calendar year, you may make up to 26 transfer requests free of charge. For each additional transfer you request above 26 in any calendar year, a \$10 fund transfer fee will be deducted from your Plan account and will be used to pay for administrative Plan expenses.

Additional Restrictions

Investment options managed by Vanguard have a 30-day transfer restriction, which means you cannot transfer out of or back into the same investment option for 30 days. This includes:

Inflation-Protected Securities Fund S&P 500 Index Fund Mid Cap Index Fund REIT Index Fund International Bond Index Fund Target Retirement Income Fund Target Date Fund 2020 Target Date Fund 2025 Target Date Fund 2030 Target Date Fund 2035 Target Date Fund 2040 Target Date Fund 2045 Target Date Fund 2050 Target Date Fund 2055 Target Date Fund 2060 Target Date Fund 2065 Target Date Fund 2070

You cannot make direct transfers from the Stable Value Fund to the Inflation-Protected Securities Fund as a direct transfer. You must transfer from the Stable Value Fund to any of the other investment options for a minimum of 90 calendar days before moving that portion of your balance to the Inflation Protected Securities Fund.

Also, a maximum of 30% of your balance can be invested in the Oxy Stock Fund. However, if more than 30% of your balance is invested in the Oxy Stock Fund due to performance or other reasons, you will not be forced to divest from the Oxy Stock Fund.

OXY STOCK DIVIDEND

The Oxy Stock Fund may make quarterly dividend payments, which you can choose to have reinvested in the Oxy Stock Fund or paid to you in cash as taxable income. No partial elections are allowed. *If you do not make any election, dividends are automatically reinvested in the Oxy Stock Fund and will be tax-deferred.*

If you make an election, that election will remain in effect for all future dividends until you change your election. You may change your election as often as you'd like until 3:00 p.m. CT one business day before the date that the dividend is scheduled to be paid (known as the reinvestment or payment date). You can find the reinvestment (or payment date) date on *Account > Dividends* on <u>oxy.voya.com</u>.

To make an election to have your dividends reinvested, go to *Account > Dividends > Reinvest all dividends,* or call the Oxy Retirement Service Center. Quarterly dividends that are reinvested in the Oxy Stock Fund are credited to your account each quarter on the day they are paid by Oxy, and can be viewed on <u>oxy.voya.com</u>.

Electing to Receive Dividends in Cash

If you wish to elect to have your Oxy Stock Fund dividends immediately paid to you in a quarterly taxable cash payment, go to *Account > Dividends > Distribute all dividends,* or call the Oxy Retirement Service Center. If you elect to have dividends paid directly to you, the dividends:

Are taxable to you as ordinary income in the year you receive them and will be reported to you and the IRS

Are not eligible to be rolled over to an IRA or another qualified plan

Will not have federal or state tax withheld, but you may be responsible for taxes owed when you file your personal tax return

You may elect to have payments automatically deposited to your bank account if you have direct deposit established. Go to *Banking Information* on <u>oxy.voya.com</u> to set up direct deposit. If you do choose to receive dividends paid to you and a dividend payment is \$10 or less, the dividend will be reinvested regardless of the election you have made.

EXCESSIVE TRADING POLICY RESTRICTIONS

Under the Securities and Exchange Commission (SEC) Rule 22(c)-2, the Plan may be required to provide mutual fund companies with your identification and transactions information. In addition, the Plan may be required to execute instructions from a mutual fund to restrict or prohibit any additional transfers if you have been identified by the mutual fund as having violated its excessive trading policies as described in the mutual fund's prospectus. The SEC adopted this rule to help curtail frequent trading and market timing. Some of the 401(k) Savings Plan's investment options have entered into information-sharing agreements with the plan administrator or the record-keeper to help identify Plan participants who may be trading in violation of the short-term trading restrictions adopted by the mutual fund.

INSIDER TRADING BAN

Based on OPC's Code of Business Conduct and U.S. securities law, you are prohibited from purchasing or selling Oxy Stock or other securities for personal profit based on information not available to the public but known to you because of your employment with OPC or any subsidiaries or entities controlled by it. Always remember to keep this policy in mind when making your investment decisions. (For detailed information, refer to Corporate Policy No. 21:50:01, Insider Trading Policy.)

INVESTMENT OPTION VALUATIONS

All Plan investment options are valued each trading day under the unit value accounting method. A unit is a standard measurement of a portion of an investment option. Each unit has a dollar value that is calculated by dividing the total market value of each 401(k) Savings Plan investment option by the total number of units held under that investment option. A new per-unit value is calculated at the end of every trading day. All balances are expressed at their market value at the end of the last trading day. The market value of your account within each investment option is determined by multiplying the number of units in your account within each such investment option by the per-unit value.

An investment option's per-unit value changes each trading day with gains and losses in the value of the investment option's underlying investments. You purchase additional units under an investment option when money is added to the investment option through contributions, loan repayments and amounts transferred from other investment options. If you have a balance under the Oxy Stock Fund on the "ex-dividend" date, additional units are also purchased and credited to your Oxy Stock Fund balance on the payable date. You sell units under an investment option when you request a payment or transfer money to another investment option.

To provide liquidity for transfers and payments in the Oxy Stock Fund, approximately 1% to 3% of the value of the Oxy Stock Fund is invested in short-term cash investments and the remainder is invested in shares of Oxy Stock.

Cash payments for loans, in-service withdrawals and distribution payments from each investment option are processed and valued daily if the election is made by 3:00 p.m. CT. For in-kind payments from the Oxy Stock Fund, the number of shares issued is determined by dividing the market value of your Oxy Stock Fund balance by the closing market value for Oxy Stock on the value date.

If on any trading day one or more of the investment option investment managers fails to provide the plan trustee with investment option values by that trading day's daily valuation processing deadline, those investment options will be processed and valued using the last available trading day's closing values, and all other investment options will be valued using the current trading day's closing fund values.

YOUR STATEMENT

Your quarterly statements showing your 401(k) Savings Plan fund balances as of March 31, June 30, September 30 and December 31 are available approximately 30 to 45 days following the end of each statement period at <u>oxy.voya.com</u>.

VOTING YOUR SHARES

Your balance under the Oxy Stock Fund makes you a part owner of OPC. As such, you own units of participation in the Oxy Stock Fund and you are entitled to full voting rights for your pro rata portion of the interest in shares held by your investment in the Oxy Stock Fund. Before any meeting of OPC's stockholders, the trustee will provide you with the information provided to stockholders and a form to instruct the trustee how to vote. If the trustee does not receive your instructions, the trustee will vote the pro rata portion of the interest in shares held by your interest in the Oxy Stock Fund under the Plan trust in accordance with instructions from the Plan's Administrative Committee. Your voting instructions are held in confidence and may not be divulged to OPC or any affiliate. Please also see the discussion "Making Your Investment Elections" above.

ONLINE ADVICE AND THE PROFESSIONAL MANAGEMENT PROGRAM

Advisor Services offered through Voya Retirement Advisors, LLC (VRA) provide you with two levels of service: Online Advice and Professional Management.

Online Advice

If you prefer to manage your own account, this web-based service offers personalized retirement income forecasts, risk assessments, and specific savings and fund recommendations at no additional cost to you. For online advice, go to *Account > Get Advice*. With the click of one button you can accept and implement the recommendations, or you can save the recommendations for future consideration. For more information, read the *VRA Fact Sheet* available at <u>oxy.voya.com</u>.

There are no additional fees to participants for Online Advice.

Professional Management

If you prefer to have your account managed for you, you can also speak with a VRA Investment Advisor Representative who can enroll you in the Professional Management Program, which provides the following ongoing account management features in addition to the features available under the Online Advice:

- Monitoring of your portfolio
- Adjustments to keep your portfolio diversified and updated
- Adjusting portfolio risk as retirement nears

Both the Online Advice and the Professional Management Program provide quarterly reports to keep you informed about your retirement goals.

Fees

The maximum fee is 0.45% of your account balance (combined balance from your 401(k) Savings Plan and Retirement Plan accounts) per year. That is, \$37.50 per month based on a \$100,000 balance. A tiered fee schedule applies that includes reduced Professional Management fees for larger account balances as follows:

Professional Account Manager—Individual User Fee

Combined 401(k) and Retirement Plan Balance Under Management	Annual Fee (Basis Points)	Monthly Fee (Basis Points for Each \$10,000)	Annual Fee (Per \$100,000 of Combined Plan Balance)	
First \$100,000	45	\$3.75	\$450	
Next \$150,000	40	\$3.33	\$400	
Amounts over \$250,000	25	\$2.08	\$250	
Example—If you have a combined balance of \$500,000 in the 401(k) and Retirement Plans, your annual fee is:				
\$100,000 x .0045 = \$450 \$150,000 x .0040 = \$600 \$250,000 x .0025 = \$625 Total Annual Management Account Fees: \$1,675				

RECEIVING PLAN BENEFITS AS AN ACTIVE EMPLOYEE

You may take an in-service withdrawal or request a loan while you are an employee of OPC or any affiliate, subject to the provisions described below. If you are looking for coronavirus-related distribution information, please see <u>Coronavirus-Related Provisions</u> section below.

IN-SERVICE WITHDRAWALS

As an active employee, you may receive an in-service withdrawal. You must request a withdrawal by calling the Oxy Retirement Service Center, who will assist you in understanding your options. The amount you may withdraw depends on your age and the value of your 401(k) Plan on the trading day preceding the date your withdrawal request is processed.

You can request the following withdrawals at any time if you are a current participant in the Plan and/or THUMS Long Beach Company Savings Plan. Additional information about each withdrawal type is provided below:

After-tax pre-87: There is no minimum withdrawal amount.

In-service withdrawal under age 59¹/₂: The withdrawal amount will be taken in the following order (if any), from your After-Tax Rollover balance, after-tax balance, Rollover balance, company match balance (if you have at least three years of service with Oxy), and Roth Rollover balance. If any funds are taken from your company match balance, you will be suspended from making contributions to the Plan for six months.

If you are under age 59½ and desire to make a withdrawal from your After-Tax Rollover balance, after-tax balance, and/or Rollover balance there is a risk that funds will be withdrawn from your company match balance if there is decline in the market value of your account after you have requested the withdrawal but before the withdrawal occurs. A withdrawal from the company match balance under these circumstances will result in the 6-month suspension of contributions. Please discuss this possibility with a Voya representative prior to making an After-Tax Rollover balance, after-tax balance, and/or Rollover withdrawal.

In-service withdrawal over age 59¹/₂: The withdrawal amount will be taken in the following order (if any), from your After-Tax Rollover balance, after-tax balance, Rollover balance, before-tax balance, company match balance (if you have at least three years of service with Oxy), Roth contribution balance, and Roth Rollover balance.

THUMS in-service withdrawal under age 59¹/₂**:** The withdrawal will be taken in the following order (if any) from your Rollover balance, after-tax balance, pre-1999 balance, and discretionary contribution balance.

THUMS in-service withdrawal over age 59¹/₂**:** The withdrawal will be taken in the following order (if any) from your Rollover balance, after-tax balance, pre-1999 balance, and discretionary contribution balance. Additionally, you can withdraw from the before-tax and safe harbor company match options.

In-Service withdrawal of Roth amounts: You can also request an in-service withdrawal of Roth amounts. The withdrawal amounts available and the order in which the withdrawal amounts will be taken will depend upon the sources and whether you are under or over age 59½.

The Oxy Retirement Service Center will assist you in understanding your options. If less than the entire balance of any account is needed to fulfill your withdrawal request, your balances within the account will be depleted on a pro rata basis.

Receiving Payment

You may elect to have payments made to you (not including rollovers) deposited directly via ACH direct debit to a banking institution of your choice if you have set up automatic direct deposits (ACH) on <u>oxy.voya.com</u>.

You can receive a check sent by regular mail. If you would like overnight processing, an additional fee of \$50 (subject to change) will be deducted from your account balance. If you are requesting a distribution of your entire account balance, the fee will be deducted from the distribution amount before creating the check.

Distributions are processed on a daily basis. Generally, your distribution will be included for processing in the daily cycle if it was submitted by 3:00 p.m. CT and approved. Your distribution payment will be mailed two to four days after the end of the daily processing period in which it is received and approved. If you requested a direct deposit of funds paid to you, you will generally receive a deposit at your financial institution two to four days following the processing date of your request.

Tax Withholding

All cash withdrawals not related to after-tax contributions, or eligible Roth contributions and related earnings, will generally have 20% federal taxes withheld if they are not directly rolled over to an IRA or other qualified plan.

State withholding will be applied as required by the state. You may also elect to have additional taxes withheld.

If you are less than age 591/2, a 10% early withdrawal penalty may apply. Federal income taxes and state taxes and withholding may apply as well. The federal income tax treatment of amounts you receive from your account can be complex. You should seek advice from a qualified tax professional before making any withdrawal or distribution decisions.

The rules governing distribution provisions in the 401(k) Plan may be different from the distribution rules in other qualified plans. A plan's withholding rules for distributions may apply to rollover money from other plans. Before rolling money over, you may want to check with the plan receiving the money about any changes that may affect the distribution options of the rolled-in money.

If you are a Third Country National, different taxes and withholding requirements may apply to you, therefore, please call OxyLink Employee Benefits Center at US: (800) 699-6903 (Press 2) International: (918) 610-1990 for more information.

For information about the tax consequences of an in-service withdrawal, refer to the *Notice of Federal and State Tax Information for Plan Payments* on <u>oxy.voya.com</u> under *Plan Info > Forms and Documents.*

LOANS

The Plan allows you to borrow money from your account and repay it through after-tax payroll deductions. However, your account balance available for investment will be reduced by the amount of your loan. Investment earnings do not accrue on the amount borrowed until you pay back loan proceeds to your account.

Please see the discussion titled <u>Coronavirus-Related Provisions</u> for information relating to the special loan limits applicable during 2020 for certain "Qualified Individuals."

Eligibility

To apply for a loan from your 401(k) Savings Plan account, you must:

Be an active employee of OPC or any affiliate, and

Have a minimum 401(k) Plan account balance of \$2,000.

You may have one loan outstanding at a time, and you will be required to wait seven days before requesting a new loan unless you have paid off your previous loan through normal payroll deductions.

If you miss payments and default on your loan, you will not be allowed to take out any new loans going forward.

How to Apply for a Loan

You may model and request a loan online on <u>oxy.voya.com</u>. If a residential loan is requested you will need to complete and return the online application, signed and dated, to the address shown on the form.

Your loan can be deposited directly to a banking institution of your choice if you have set up ACH through <u>oxy.voya.com</u>. You can also receive a check sent by regular mail. If you would like overnight processing, an additional fee of \$50 (subject to change) will be deducted from your account balance.

In general, loan transactions completed before 3:00 p.m. CT will be processed the same business day. Transactions completed after 3:00 p.m. CT will be processed the next business day. You may cancel a transaction if you do so before 3:00 p.m. CT on the same day the transaction is made.

Loan Type and Amount

Two types of loans are available:

General purpose loan: For any reason with repayments for a period of 12 to 60 months.

Primary residence loan: If the entire loan proceeds are used to acquire or construct your current or intended primary residence, you may request a primary residence loan with repayments for a period of 72 to 120 months. You must complete a loan application/promissory note, which will be provided to you once you request a loan on <u>oxy.voya.com</u>. You will be required to provide documentation to support the need for a primary residence loan.

The minimum loan amount is \$1,000. The maximum loan amount is the lesser of:

\$50,000 (reduced by your highest outstanding principal loan balance in the 401(k) Savings Plan and any other plan of Oxy or an affiliate during the past 12 months), or

50% of your 401(k) Savings Plan balance (calculated based on the market value of your 401(k) Savings Plan on the trading day before the day you model and request your loan).

Please see the special limits described below in the section titled "Coronavirus-Related Provisions," for a summary of the special limits applicable for "Qualified Individuals" who receive loans before September 22, 2020.

Your monthly loan payment may not exceed 25% of your monthly base pay.

Loan Application Fee

A **\$50 loan application fee** (subject to change) will automatically be deducted proportionately from your remaining Plan fund balances when your loan request is processed.

Funds for Loans

Your loan proceeds will be valued as described in <u>Fund Valuations</u> as of the trading day immediately preceding the loan issuance date. Your 401(k) Savings Plan accounts will be liquidated in the order shown in the *Loan Procedures* found on <u>oxy.voya.com</u> under *Plan Info > Forms and Documents.*

Interest Rate

The interest rate for loans is:

The Prime rate as published in The Wall Street Journal on the last business day of the month before the loan request, *plus*

Two percent (2%).

The rate in effect when your loan is approved will remain the same for your entire loan term. The principal and interest portion of your loan payment payroll deductions is computed on a monthly pay-back basis and credited to your 401(k) Savings Plan account. Loan payment payroll deductions are irrevocable and are deducted from your after-tax pay. Payroll deductions will begin in the first available pay period after your loan request is approved. Payroll deductions will be made each pay period.

Generally, the amount of your loan payments will remain the same throughout your entire loan term unless your pay frequency changes or your loan must be re-amortized because of missed payments. Contact the Oxy Retirement Service Center if your loan payment stops, your pay is less than the loan payment, your pay frequency changes or you begin or return from an approved leave of absence.

Your loan repayments, including interest, go directly into your 401(k) Plan account, and are invested according to your current investment elections and percentages. Your account will be credited in the order specified in the Loan Procedures found on <u>oxy.voya.com</u> under *Plan Info > Forms and Documents*.

Loan Payoff

You can pay your loan off in full at any time by sending Voya a certified check, money order or cashier's check for the amount payable to the Oxy 401(k) Savings Plan. Alternatively, you can establish direct payment through direct debit by setting up ACH on <u>oxy.voya.com</u>. Partial repayments are not permitted.

If you are leaving Oxy employment, you will have 60 days to repay your loan. If you do not fully repay your outstanding loan, the loan balance will be treated as a distribution.

If your account balance is greater than \$7,000, you may continue making loan payments as long as you do not take a full lump-sum distribution. Loan repayments must be made through direct payment from your preferred banking institution. This is done by establishing ACH on <u>oxy.voya.com</u> under *Personal Info* > *Banking Information.*

You are encouraged to establish ACH within 30 days of termination, otherwise your loan will begin the default process after 60 days. If you have not paid off your loan or set up the ACH, your loan will be considered in default.

The federal income tax treatment of amounts you receive from your account can be complex. You should seek advice from a qualified tax professional before making any withdrawal or distribution decisions.

Missing Loan Repayments

Your loan repayments will be applied to the current month, then to any missed amounts. If you miss two months of loan payments, your loan will be considered in default. At the end of the month in which the repayment is 90 days overdue, your loan will be considered to be in default, and the amount of the loan default may be includable in your income. If you're under age 59½, an additional 10% early withdrawal penalty may be assessed on the amount that is being defaulted.

Exceptions

If you are a Qualified Individual, as defined below in the discussion concerning Coronavirus-Related Provisions, with an outstanding loan on or after March 27, 2020, that has any repayments due starting on or after March 27, 2020, and ending on December 31, 2020, you may suspend loan repayments until January 2021. Any payments after the suspension period will be adjusted to reflect the delay and any interest accruing during the delay.

If you are on an approved unpaid leave of absence, you may suspend loan repayments for up to one year but must repay the loan within the original terms of the loan.

If you are on military leave, you will not be subject to the default process and your loan will be suspended until your military leave has ended.

Under current law, you owe no taxes on the amount you borrow as long as you repay your loan in accordance with the Plan's Loan Procedures, which are incorporated by reference into the Plan and into this SPD. The Administrative Committee reserves the right to amend the Loan Procedures at any time. A copy of the current Loan Procedures is available at <u>oxy.voya.com</u> when you model and apply for a loan.

If you separate from service with Oxy and your account balance is \$7,000 or more:

You may repay your loan in full or you may continue making loan payments as long as you do not take a full lump-sum distribution.

Loan repayments must be through direct payment from your preferred banking institution. This is done by establishing ACH on <u>oxy.voya.com</u> under *Personal Info > Banking Information*.

You are encouraged to establish ACH within 30 days of termination, otherwise your loan will begin the default process after 60 days. If you have not paid off your loan or set up the ACH, your loan will be considered in default.

For information about the tax consequences of a distribution due to loan delinquency, refer to the *Notice of Federal and State Tax Information for Plan Payments* on <u>oxy.voya.com</u> under *Plan Info > Forms and Documents.*

RECEIVING PLAN BENEFITS WHEN YOU LEAVE OXY

You (or your designated beneficiary on your death) are eligible to request a distribution of your balance when you separate from service from OPC and all affiliates for one of the reasons described below.

Separation from Service: If you separate from service for any reason other than death, you may request the full value of your 401(k) account.

Permanent and total disability: You will be considered permanently and totally disabled and eligible for a disability distribution on the earliest of the following events:

- You receive benefits under Oxy's Long-Term Disability Plan for more than 18 consecutive months. Note that if you were disabled before January 1, 2010, your LTD benefit may be affected by your distribution if you do not elect a direct rollover to an Individual Retirement Account (IRA); or
- You qualify to receive benefits from the Social Security Administration (SSA) for a disability that started while you were an active employee.

Death: If you die while you are an active employee or after you separate from service, your designated beneficiary will be eligible for a distribution. See <u>Death Benefits</u> for distribution information.

BALANCE OF \$7,000 OR LESS

If you are not over age 62 and your account balance is equal to or less than \$7,000 when you separate from service and you do not elect a payment option, your account will be automatically rolled over to an IRA. Before this happens, you may timely elect to have your account balance paid directly to you, or rolled over to an IRA or eligible retirement plan of your choice as described in more detail in the *Notice of Federal and State Tax Information for Plan Payments* on <u>oxy.voya.com</u> under *Plan Info > Forms and Documents*.

If you do not make a timely election, your account balance will automatically be rolled over to an IRA established on your behalf at Inspira Financial. You may contact Inspira Financial client service at **877-682-4727**, Monday – Friday, 8:00 a.m. – 4:30 p.m. CT. The Inspira Financial mailing address is:

2001 Spring Road, Suite 700 Oak Brook, IL 60523

Fees and expenses charged for the establishment and maintenance of your IRA will be paid directly from your IRA.

HOW TO REQUEST A DISTRIBUTION

You are eligible to request a distribution after your separation from service has been processed by OPC or the affiliate that you worked for last. You may call an Oxy Retirement Service Center Customer Service Associate to begin the process, get answers to any questions and for help throughout the process.

You can receive a check sent by regular mail. If you would like overnight processing, an additional fee of \$50 (subject to change) will be deducted from your account balance. If you are requesting a distribution of your entire account balance, the fee will be deducted from the distribution amount before creating the check.

Distributions are processed on a daily basis. Generally, your distribution will be included for processing in the daily cycle if it was submitted by 3:00 p.m. CT and approved. Your distribution payment will be mailed two to four days after the end of the daily processing period in which it is received and approved. If you requested a direct deposit of funds paid to you, you will generally receive a deposit at your financial institution two to four days following the processing date of your request.

YOUR DISTRIBUTION OPTIONS

Under the Plan, the normal form of payment is a lump-sum payment. You may also select one of the other payment options described below.

Total lump-sum payment—A single payment of your balance. The portion of your balance invested in the Oxy Stock Fund will be distributed in shares of Oxy Stock unless you request it in cash. Your balances in the other funds will be distributed in cash. The cash payment can be rolled over to an IRA or to a qualified employer plan.

Partial cash distribution—A request for a specified dollar portion of your balance. The partial cash payment can be rolled over to an IRA or to a qualified employer plan. Under this option, your fund balances will automatically be depleted on a pro rata basis in the following account order under either Option 1, Option 2, or both Option 1 and Option 2:

Option 1	Option 2
 After-Tax Rollover account After-Tax account Rollover account; and Pre-Tax account 	 Matching account Roth Rollover account In-Plan Roth Rollover account and Roth account

Your remaining balance will continue to participate in the investment option performance.

Special distribution:

- All of your non-Oxy Stock Fund balances are rolled over to the institution you designate to receive the direct rollover. This rollover is not taxable to you until you take payment from that institution.
- Then, your Oxy Stock Fund balance is paid to you in shares of Oxy Stock. This option is provided in the event you want to take tax advantage of the unrealized cost basis of your Oxy Stock Fund balance described in the Notice of Federal and State Tax Information for Plan Payments on <u>oxy.voya.com</u> under Plan Info > Forms and Documents.

Total deferral—Defers distribution of your balance, but not beyond the end of the year in which you reach age 73 at which time you will be required to begin receiving required minimum distributions (as discussed in <u>Required Minimum Payments</u>). You may revoke your deferral election at any time by submitting another distribution request.

Generally, you will be taxed on any distribution that you do not roll over to an IRA or other qualified plan. Further, if you receive a distribution before reaching age 59½, your distribution also may be subject to a 10% early withdrawal penalty.

The federal income tax treatment of amounts you receive from your account can be complex. You should seek advice from a qualified tax professional before making any withdrawal or distribution decisions.

For information about the tax consequences of a distribution, please refer to the *Notice of Federal and State Tax Information for Plan Payments* on <u>oxy.voya.com</u> under *Plan Info > Forms and Documents*.

QUALIFIED DOMESTIC RELATIONS ORDERS

If you become divorced or separated, are required to pay child support, or are involved in a court proceeding dividing marital property, certain court orders could require that part of your benefit be paid to someone else—

your spouse or children, for example. This is known as a Qualified Domestic Relations Order (QDRO) and could affect the Plan benefit paid to you as well as to any beneficiary. For a court order to qualify under the Plan, certain procedures must be followed and certain legal requirements must be met, as determined by the Plan's QDRO Administrator. Additionally, QDRO fees are deducted from the participant's Plan account.

A booklet containing QDRO guidelines and model forms under the Plan is available upon request free of charge. To obtain this booklet or to submit correspondence regarding a QDRO, go to <u>qdro.voya.com</u> and search for Occidental, or you can contact:

Oxy QDRO Administration PO Box 24425 Jacksonville, FL 32241-4425 904-791-2927

You may be able to speed up court proceedings and save on legal fees by getting a copy of the Plan's QDRO procedures for review by your attorney before any order is presented to a court awarding someone else a share of your 401(k) Savings Plan benefit. By following the QDRO procedures, you reduce the risk that the order will be rejected by the QDRO Administrator. If your order is rejected, you or your attorney will need to have the court issue a revised order.

For more information or if you have questions, call the Oxy Retirement Service Center at **844-OXY-401K** (844-699-4015) or the Oxy QDRO Administration center at **904-791-2927**.

DEATH BENEFITS

If you die while you are a participant, your 401(k) Savings Plan will be paid to your surviving primary beneficiary. To receive a distribution, each of your primary beneficiaries must complete a 401(k) Savings Plan Beneficiary Distribution Request. Your beneficiary can get information about the distribution options available by calling the Oxy Retirement Service Center.

BENEFICIARY DISTRIBUTION PAYMENT OPTIONS

For a spousal beneficiary—If your surviving spouse is the only primary beneficiary, he or she may elect one of the payment options described below:

Total lump-sum payment—A single payment of your 401(k) Savings Plan balance. This option is the normal form of payment for a spousal beneficiary. The portion of the Plan distributed from the Oxy Stock Fund will be distributed in shares of Oxy Stock unless your spouse elects to receive it in cash. All other funds are distributed in cash. The cash payment can be rolled over to an IRA or to a qualified employer plan.

Partial cash distribution—A request for a specified dollar portion of your balance. The partial cash payment can be rolled over to an IRA or to a qualified employer plan. Under this option, the fund balances will automatically be taken on a pro rata basis in the following account order under either Option 1, Option 2, or both Option 1 and Option 2:

Option 1	Option 2
After-Tax Rollover account After-Tax account	 Matching account Roth Rollover account
Rollover account; and	 In-Plan Roth Rollover account and
Pre-Tax account	Roth account

Balances remaining in the 401(k) Savings Plan will continue to participate in the investment option performance.

Total deferral—Defers distribution of the balance, but not beyond the end of the year in which you would have reached age 73 at which time required minimum distributions must begin to be distributed. Your spouse may revoke the deferral election at any time by submitting another 401(k) Savings Plan Beneficiary Distribution Request. Required minimum distributions will apply commencing in the year the employee would have turned age 73.

For a non-spousal beneficiary—A non-spousal beneficiary is eligible for immediate lump-sum payment. An **immediate total lump-sum payment** is a single payment of the beneficiary's designated portion of your balance. This option is the normal form of payment for a non-spousal beneficiary. The portion of the Plan distributed from the Oxy Stock Fund will be distributed in shares of Oxy Stock unless the beneficiary requests it in cash. All other funds are distributed in cash. The cash payment can be rolled over to an inherited IRA.

If a non-spousal beneficiary does not submit his or her distribution request within 90 days of being notified of the benefit being available for payment, that beneficiary will automatically be paid in a lump sum, less withholding, and the balance in the Oxy Stock Fund will be paid to the non-spousal beneficiary in shares of Oxy Stock.

You can receive a check sent by regular mail. If you would like overnight processing, an additional fee of \$50 (subject to change) will be deducted from your account balance. If you are requesting a distribution of your entire account balance, the fee will be deducted from the distribution amount before creating the check.

Distributions are processed daily. Generally, your distribution request will be included in the daily processing if it is submitted before 3:00 p.m. CT and approved by the plan administrator. Distribution proceeds will be mailed two to four days following the end of the daily processing period in which it is received and approved. If a direct deposit of funds is requested, a deposit at the designated financial institution will generally be made within two to four days following the processing date of the request.

For information about the tax consequences of a death benefit distribution, please refer to the *Notice* of *Federal and State Tax Information for Plan Payments* on <u>oxy.voya.com</u> under *Plan Info > Forms and Documents*.

REQUIRED MINIMUM PAYMENTS

You are not required to take a required minimum distribution (RMD) while you are still employed. If you still have a balance in the Plan after you have separated from service, you are required to take an RMD starting April 1 following the calendar year you turn age 73. However, an RMD may begin April 1 after the calendar year you leave Oxy after attaining age 73 if you are an active participant who is not a 5% owner of Oxy. RMDs are paid in cash.

You can receive these RMDs in the following ways:

You may elect to have your payment deposited directly to a banking institution of your choice if you set up ACH through <u>oxy.voya.com</u> under *Personal Info > Banking Information.*

You can receive a check sent by regular mail. If you would like overnight processing, an additional fee of \$50 (subject to change) will be deducted from your account balance. If you are requesting a distribution of your entire account balance, the fee will be deducted from the distribution amount before creating the check.

You are not able to roll over required minimum distributions to another employer's plan or to an IRA. If you request a rollover distribution in a year in which you are required to take an RMD, your payment will be bifurcated between the amount that is eligible to be rolled over and the RMD, which is subject to taxation.

In general, 10% of the required minimum distribution will be withheld for federal income tax purposes, and applicable state taxes will apply. The federal income tax treatment of amounts you receive from your account can be complex. For more information, you should consult the *Special Tax Notice* on <u>oxy.voya.com</u> under *Plan Info > Forms and Documents*. You should also seek advice from a qualified tax professional before making any withdrawal or distribution decisions.

If you die before starting benefits and your spouse is your sole beneficiary, your spouse will be required to receive a required minimum payment by December 31 following the year you would have reached age 73 or, if later, the year in which you died. If you die before starting benefits and your beneficiary is someone other than your spouse, your beneficiary must start receiving benefit payments by December 31 following the year in which you died.

If you are subject to the Plan's required minimum payment provisions, you (or your beneficiary, on your death) will receive detailed information from the Plan's record-keeper, Voya Financial[®], during the last half of the year in which you reach (or would have reached) age 73.

Pursuant to the terms of the CARES Act, you were not required to take an RMD for 2020. Please contact the plan administrator for more details.

CLAIMS AND APPEALS PROCEDURES

GENERAL INFORMATION ABOUT CLAIMS

The plan sponsor is OPC. The Pension and Retirement Plan Administrative Committee is the named fiduciary of the Plan and plan administrator for purposes of ERISA.

It is the plan administrator's responsibility to interpret the Plan and make final decisions on such things as eligibility and payment of benefits. In exercising its fiduciary responsibilities, the plan administrator has discretionary authority to determine whether and to what extent participants, surviving spouses, and beneficiaries are eligible for benefits, and to construe disputed or doubtful Plan terms. The plan administrator will be deemed to have exercised such authority properly unless it has abused its discretion by acting arbitrarily and capriciously. All decisions of the plan administrator are binding on participants, beneficiaries, alternate payees, and all other persons claiming benefits under the Plan.

A claim for benefits is a formal request by you (or your spouse or beneficiary) for the payment of benefits due under the terms of the Plan. You (including your spouse or beneficiary) have a right to file a formal claim for a benefit from the Plan if you believe that you are not receiving all benefits to which you are entitled under the terms of the Plan. For example, you may believe that you are entitled to a larger benefit or different payment terms (e.g., payment form or payment starting date) than is indicated in response to your application for your benefit. Also, if in response to your application, the plan administrator indicates that you are due no benefit under the terms of the Plan, you may file a formal claim for benefits.

All formal claims for benefits must be submitted in writing to the plan administrator no later than 18 months after the date that the transaction occurred or should have occurred at the address indicated in <u>Administrative</u> <u>Information</u>. The plan administrator is the named fiduciary with responsibility for deciding your claim under the Plan. The submission should indicate that it is a formal claim for benefits under the Plan. For any claims based on your disability, the plan administrator will consider any decision made by applicable insurance company supplying group long-term disability ("LTD") coverage through the Occidental Petroleum Corporation Welfare Plan. As such, if you wish to make a claim that you are disabled under the Plan, please submit an LTD claim to the applicable insurance company. At present, the insurance company is The Prudential Insurance Company of America ("Prudential") at the address indicated for the Disability Claims Administrator in <u>Administrative Information</u>.

An authorized representative may represent you when you file your initial claim or you appeal the initial denial of your claim. The plan administrator may require that the person you select provide evidence (such as a signed authorization) that you have authorized him or her to represent you in connection with your claim for benefits.

TIME PERIOD FOR RESPONDING TO INITIAL CLAIM

Generally, the plan administrator will provide a response to your claim within 90 days after receiving your claim. The plan administrator may notify you in writing before the end of the normal 90-day review period that it needs up to an additional 90 days to review your claim because of special circumstances. That notification will indicate the special circumstances requiring the extension (such as not receiving required information) and when the plan administrator expects to be able to respond to your claim. If you do not receive a response within the applicable time period, please contact the Oxy Retirement Service Center. Alternatively, you may assume that the claim has been denied and submit an appeal. However, in that case you will not have as much information to help you prepare a successful appeal.

If the claim is a claim that you are disabled, the following timing rules will apply instead of those stated above. The plan administrator will provide a response to your claim within 45 days after it receives your claim. The plan administrator may notify you in writing before the end of the normal 45-day review period that it needs an

additional 30 days to review your claim because of special circumstances beyond the control of the plan administrator. If special circumstances beyond the control of the plan administrator justify extending the claim period up to an additional 30 days, you will be given written notice of this extension within the original 30-day period. Each extension will set forth the special circumstances beyond the control of the plan administrator and the date a decision is expected.

INFORMATION PROVIDED IF INITIAL CLAIM IS DENIED

If your claim is denied in whole or in part, you (or your spouse or beneficiary) will receive a written response from the plan administrator. The plan administrator's response will include the following information:

The specific reasons for the denial;

Reference to the specific Plan provisions upon which the denial was based;

A description of any additional material or information that is necessary for your claim to be successful, and an explanation of why this information is necessary;

An explanation that a full and fair review by the plan administrator of the decision denying the claim may be requested by you or your authorized representative by filing with the plan administrator a written request for such review within 60 days (or, if the claim for benefits is based on your disability, 180 days) after such notice has been received;

A statement that you or your authorized representative has a right to receive, upon request and free of charge, reasonable access to or copies of documents, records and other information relevant to your claim for benefits, other than legally privileged documents, and to submit issues and comments in writing within the period specified above; and

A statement that you have a right to bring a civil action under ERISA, following an adverse determination on any appeal you file after the initial denial of your claim.

If the claim for benefits is based on your disability, the response will be written in a culturally and linguistically appropriate manner and also will include:

Either the specific internal rules, guidelines, protocols, standards or other similar criteria that was relied upon in making the determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria do not exist.

Upon request, you may receive free of charge reasonable access to, and copies of, the entire claim file, including all documents, records, and other relevant information used in making a claim determination.

If the determination is based on a medical necessity, experimental treatment or similar exclusion or limit, either explain the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or state that such explanation will be provided free of charge to you.

If the denial of your claim relies on a medical determination, the plan administrator will provide you with:

- An explanation of the basis for agreeing or disagreeing with the views presented to the Plan by you of any health care professionals who treated you and any vocational professionals who evaluated you, or
- The views of any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the determination, without regard to whether the advice was relied upon in making the determination, or
- A discussion of the basis for disagreeing with any disability determination made by the Social Security Administration, if applicable.

If the plan administrator's response does not include all of this information, please contact the Oxy Retirement Service Center and request the missing information.

APPEAL PROCEDURE IF INITIAL CLAIM IS DENIED

If your initial claim is denied, you (or your spouse or beneficiary) may appeal the denial and request that the plan administrator further review your claim. You must submit your appeal in writing to the plan administrator at the address noted in <u>Administrative Information</u> within 60 days (or, if the claim for benefits is based on your disability, 180 days) after you receive the notice denying your initial claim. If you do not submit your appeal by this deadline, you will lose the opportunity to make an appeal and you may lose the right to bring a lawsuit challenging the denial of benefits.

In connection with your appeal, you may submit written comments, documents, records or other information relating to your claim. Upon request, the plan administrator will provide you with reasonable access to and copies of documents, records and other information relevant to your claim for benefits free of charge. However, certain documents, records and other information may not be available to you (such as information protected by privacy laws).

If the claim for benefits is based on your disability and during the course of the appeal any new or additional evidence or rationales that were not considered, relied upon, or generated in the initial claim determination are to be considered, relied upon, or generated, you will be given notice and a reasonable opportunity to respond free of charge.

Generally, you will receive a response within 60 days (or, in the case of a disability claim, 45 days) after the plan administrator receives your appeal. The plan administrator may notify you in writing before the end of the normal 60-day review period that it needs an additional 60 days (or, in the case of a disability claim, 45 days) to review your claim because of special circumstances. That notification will indicate the special circumstances requiring the extension (such as not receiving required information) and when the plan administrator expects to be able to respond to your claim. If you do not receive a response within the applicable time period, please contact the plan administrator.

If the claim for benefits is based on your disability and your claim was denied in whole or in part based on a medical judgment, the plan administrator will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The health care professional consulted will not be the same individual as (or a subordinate of) any health care professional consulted in connection with the initial claim denial. Further, such a professional shall not be hired, promoted, terminated, or compensated based on the likelihood of the person denying benefit claims. If your appeal is denied, you will be advised if any medical or vocational expert's advice was obtained on behalf of the Plan in connection with your appeal, without regard to whether the advice was relied upon in making the determination.

The plan administrator will consider your appeal, taking into account all comments, documents, records and other information submitted, including information not submitted or considered in the initial decision on your claim. Any decision made by the plan administrator on appeal will be final and conclusive.

INFORMATION PROVIDED IF APPEAL IS DENIED

If your appeal is denied in whole or in part, you will receive a written response from the plan administrator. The plan administrator's response will include the following information:

The specific reasons for the denial;

Reference to the specific Plan provisions upon which the denial was based;

A statement that, upon request, you or your authorized representative is entitled to receive, free of charge, reasonable access to and copies of documents, records and other information relevant to your claim for benefits. However, certain documents, records and other information may not be available to you (such as information protected by attorney-client privilege); and

A statement that you have a right to bring a civil action under ERISA following the adverse determination on your appeal.

If the appeal for benefits is based on your disability, the response will be written in a culturally and linguistically appropriate manner and also will include:

Either the specific internal rules, guidelines, protocols, standards or other similar criteria that was relied upon in making the determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria do not exist.

Upon request, you may receive free of charge reasonable access to, and copies of, the entire claim file, including all documents, records, and other relevant information used in making an appeal determination.

If the determination is based on a medical necessity, experimental treatment or similar exclusion or limit, either explain the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or state that such explanation will be provided free of charge to you.

If the denial of your appeal relies on a medical determination, the plan administrator will provide you with:

- An explanation of the basis for agreeing or disagreeing with the views presented to the Plan by you of any health care professionals who treated you and any vocational professionals who evaluated you, or
- The views of any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the determination, without regard to whether the advice was relied upon in making the determination, or
- A discussion of the basis for disagreeing with any disability determination made by the Social Security Administration, if applicable.

If the plan administrator's response does not include all of this information, please contact the Oxy Retirement Service Center and request the missing information.

All decisions made by the plan administrator under this benefits claims procedure are final and you will have no further right of appeal through the claims procedures.

OVERPAYMENT

The plan administrator makes every effort to ensure that benefit payments are correct. If a mistake is made when your account is distributed, the plan administrator reserves the right to recover any overpayment.

LEGAL PROCEEDINGS

You (or your spouse or beneficiary) may have a right to bring a lawsuit under ERISA, challenging the denial of an appeal of your claim for benefits. If you do not fully utilize the claims procedures outlined previously, including the right to appeal the initial denial of your claim, the plan administrator expects to assert that any lawsuit you file attempting to recover on your claim for benefits should be dismissed because you have not fully exhausted the available administrative remedies. A number of courts have ruled that lawsuits brought by participants or beneficiaries seeking Plan benefits will be dismissed in these circumstances. You should discuss this point with your legal advisor because there are differences in how courts address this issue under various circumstances.

Also, the Plan has a special rule to promote a prompt resolution of any disagreement that you or your beneficiaries may still have about your benefit. In addition to any earlier deadlines that may apply for filing a lawsuit, the Plan document provides that no lawsuit challenging the claim denial may be filed with a court after the later of:

180 days after receiving the written response of the plan administrator to an appeal, or

365 days after an applicant's original application for benefits (bearing in mind that if you do not receive a response to your appeal by the deadline outlined above, you may treat your appeal as having been denied).

Any suit involving the Plan must be filed in Harris County, Texas.

ASSIGNMENT OF BENEFITS

Your benefit under the Plan belongs to you and generally may not be sold, assigned, transferred, pledged or garnished under most circumstances. The plan administrator may accept elections or make payments to someone who is legally authorized to conduct your affairs. This may be a relative, a court-appointed guardian or some other person.

In addition, the Plan is required to comply with federal laws, such as IRS tax levies and court-issued <u>Qualified</u> <u>Domestic Relations Orders (QDROs)</u>. The plan administrator will hold or pay your benefit as it finds appropriate in case of your bankruptcy or other assignment of your benefits under the Plan whether voluntary or involuntary.

ADMINISTRATIVE INFORMATION

Outlined below is some additional information about the Plan and those who have assumed responsibility for its operation.

Plan Name	Occidental Petroleum Corporation Savings Plan, also known as the 401(k) Savings Plan or Plan
Plan Sponsor's Employer Identification Number	95-4035997
Plan Number	001
Plan Year Ends	December 31
Plan Administrative Services	Voya Financial PO Box 24747 Jacksonville, FL 32241-4747 <u>oxy.voya.com</u>
Plan Administrator	Occidental Petroleum Corporation Pension and Retirement Plan Administrative Committee 5 Greenway Plaza, Suite 110 Houston, Texas 77046-0521 713-215-7000
Plan Sponsor and Employers	Occidental Petroleum Corporation 5 Greenway Plaza, Suite 110 Houston, Texas 77046-0521 Occidental Petroleum Corporation and participating affiliates as listed in <u>Your Eligibility</u>
Named Fiduciary	The Occidental Petroleum Corporation Pension and Retirement Plan Administrative Committee (same address as above) The Occidental Petroleum Corporation Pension and Retirement Trust and Investment Committee (only with respect to the investment and management of the trust) (same address as above)
Plan Trustee	The Bank of New York Mellon Trust Company, N.A. 135 Santilli Highway Everett, MA 02149
Disability Claims Administrator	The Prudential Insurance Company of America P.O. Box 13480 Philadelphia, PA 19176 <u>www.prudential.com/disability</u> 800-842-1718 (U.S. and Canada) or 973-548-4254 (international)
Plan Type	The Plan is intended to be a tax-qualified defined contribution plan containing a qualified cash or deferred arrangement and employee stock ownership plan.
Address for Legal Process	Service for legal process related to the Plan may be made upon the plan trustee or the plan administrator at the addresses listed above.
Funding	Employees may make before-tax and/or Roth contributions (including, if eligible, catchup contributions) and may also make after-tax contributions. The plan sponsor makes matching contributions.

PLAN CONTINUATION

OPC expects and intends to continue the 401(k) Savings Plan but reserves the right to modify, suspend, change or terminate the Plan or any features of the Plan at any time for any reason. Any amendment to the Plan will be effected through a resolution of the Board of Directors of OPC or, in certain circumstances, by the Plan Amendment Officer. OPC does not guarantee the continuation of the Plan during any periods of active employment, inactive employment, disability or retirement, nor does it guarantee any specific level of future benefits. The Plan is purely voluntary on the part of the company, and OPC reserves the right to terminate it at any time by action of its Board of Directors. Benefits under the Plan are provided at the company's discretion and do not create a contract of employment.

If material changes that affect Plan participants are made in the future, you will be notified.

If you are an employee when the Plan is terminated, or if there is a partial plan termination as defined by law that affects you, you will immediately become vested in your Plan benefit as of the termination date. Distributions of Plan benefits will be made in accordance with the terms of the Plan and as directed by OPC pursuant to its authority as plan sponsor to amend, modify, or terminate the Plan or the Administrative Committee, as plan administrator.

PENSION BENEFIT GUARANTY CORPORATION

The Pension Benefit Guaranty Corporation (PBGC) is a governmental agency created by ERISA.

The 401(k) Savings Plan benefits are not insured by the PBGC. The Plan is one of the types of plans not covered by the PBGC and is exempt from PBGC insurance requirements.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call **202-326-4000**. TTY/TDD users may call the federal relay service at **800-877-8339** and ask to be connected to **202-326-4000**. Additional information about the PBGC's pension insurance program is available through the PBGC's website at <u>www.pbgc.gov</u>.

PLAN DOCUMENTS

This SPD summarizes the key features of the 401(k) Savings Plan. Complete details can be found in the official Plan documents that legally govern the operation of the Plan. All statements made in this SPD are subject to the provisions and terms of those documents. Plan documents include the official Plan text, the trust agreement and such other instruments and reports under which the Plan is established or operated. You may request copies under ERISA of any Plan documents by writing to the plan administrator at the address shown in <u>Administrative Information</u>. Copies will be furnished within 30 days at a reasonable charge.

MERGERS, CONSOLIDATIONS AND TRANSFERS

If the Plan is merged or consolidated, or if Plan assets are transferred to another plan, the benefit you have accrued at the time of the merger, consolidation or transfer will be protected. Your account under the new plan, if the plan were to terminate immediately after the change, would at least equal the amount that you would have been entitled to receive if the current Plan had terminated just before the change.

DATA AND RECORDS

If you do not keep your most recent address on file and Oxy cannot locate you, benefit payments may be delayed. Also, if you do not provide necessary information, such as copies of valid driver licenses or birth certificates, in a timely manner, payment of your benefit will be delayed.

IF THE PLAN BECOMES TOP HEAVY

A qualified retirement plan is considered "top heavy" when 60% or more of the benefits from the Plan are payable to key employees. It is unlikely that the Plan will become top heavy, but if it does, you will be notified. Special rules apply for any period of time the Plan is top heavy.

NO IMPLIED PROMISES

Nothing in this SPD says or implies that participation in the Plan is a guarantee of continued employment with OPC or any affiliate. Neither is it a guarantee that the Plan's current benefit formula will remain unchanged in future years.

Oral representations or promises will not be binding on the Plan. Participants and beneficiaries should not rely on any oral description of the Plan because the written terms of the Plan document will always govern.

ADDITIONAL SPD DOCUMENTS

Current versions of the following documents are available at oxy.voya.com:

Description	Location at oxy.voya.com
IRS Limits	Plan Info > Services > Annual IRS Limits
Notice of Federal and State Tax Information for Plan Payments	Plan Info > Forms and Documents
THUMS Long Beach Company SIP Merger	See <u>oxy.voya.com</u> for more information on specific provisions that apply to you.

YOUR ERISA RIGHTS

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA) as follows:

RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

Examine under ERISA, without charge, at the plan administrator's office and at other specified locations, instruments governing the Plan, including collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) that is filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain under ERISA, upon written request to the plan administrator, copies of instruments governing the operation of the Plan, including collective bargaining agreements, copies of the latest annual report (Form 5500 Series), and an updated summary plan description. The plan administrator may make a reasonable charge for the copies.

Receive under ERISA a summary of the Plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain under ERISA a statement telling you the fair market value of your vested, accrued benefit, as of the date for which the benefits are reported, if you stop working under the Plan now. If you do not have a right to a benefit under the Plan, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

PRUDENT ACTION BY PLAN FIDUCIARIES

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

ENFORCE YOUR RIGHTS

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the plan administrator or other reasons. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in a federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

HELP WITH YOUR QUESTIONS

If you have any questions about your Plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance with obtaining documents from the plan administrator, you should contact:

The nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory; or

The Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

GLOSSARY

In describing the provisions of the 401(k) Savings Plan, there are a few words and phrases that have special meaning when used in this Summary Plan Description (SPD).

401(k) Savings Plan—Formally known as the Occidental Petroleum Corporation Personal Savings Plan or PSA.

Affiliate—Any business entity that is more than 80% owned, directly or indirectly by OPC, or is in an affiliated service group with OPC, as defined under the Code.

After-tax employee contributions—Contributions you make that are deducted from your pay after federal, state and local withholding taxes are deducted.

Anadarko—Anadarko Petroleum Corporation.

Annual bonus—The bonus paid to you during the year under a regular annual incentive compensation plan, such as the Company's Variable Compensation Program or Incentive Compensation Program (but excluding without limitation a special individual or group bonus, a project bonus and any other special bonus). Contributions related to your annual bonus to the 401(k) Savings Plan are counted in the year in which the annual bonus is paid even if the bonus relates to service provided in an earlier year.

Base pay—For purposes of determining your contributions and Oxy's matching contribution, your base pay will be determined in accordance with Oxy's standard payroll practices based on how your compensation is determined. Generally, if you are compensated by salary, your regular base pay paid to you during the year is your base pay.

Also, generally, if you are compensated based on an hourly rate, your base hourly rate multiplied by the number of regularly scheduled hours worked is your base pay.

Base pay includes salary or wages received during vacations (including paid time off), paid leaves of absence and periodic notice pay, but does not include overtime, single sum notice pay payments or any severance pay payments. Base pay also does not include pay in excess of the federal government's annual compensation limit (see <u>Benefit Limits</u>), bonuses, awards and other nonrecurring forms of compensation.

Before-tax employee contributions—Contributions you make that are deducted from your pay before federal withholding taxes and, in most cases, state and local withholding taxes are deducted. Before-tax employee contributions are subject to applicable Social Security taxes. Your annual before-tax employee contributions may not exceed the annual before-tax contribution limit set by the federal government each year (see <u>Benefit Limits</u>).

The annual before-tax and Roth employee contribution limit is an individual limit and applies to the combined amount of before-tax and Roth employee contributions you make to all qualified employer-sponsored plans during a calendar year.

Code—The Internal Revenue Code of 1986, as amended.

Company matching contributions—The amount Oxy contributes to your 401(k) Savings Plan account that matches your before-tax and/or after-tax contributions. See *Limits and Contributions* on <u>oxy.voya.com</u> for the matching contribution rate that applies to you.

Earnings—The sum of your base pay and the first \$100,000 of your annual bonus paid in the current year.

ERISA—The Employee Retirement Income Security Act of 1974, as amended.

NYSE—The New York Stock Exchange.

OPC—Occidental Petroleum Corporation, a Delaware corporation.

Oxy—Occidental Petroleum Corporation and all participating affiliates.

Oxy Stock—The common stock, \$0.20 par value, of Occidental Petroleum Corporation.

Plan—Occidental Petroleum Corporation Savings Plan, also known as the 401(k) Savings Plan.

Retirement Plan—The Occidental Petroleum Corporation Retirement Plan, formerly known as the PRA.

Rollover contributions—Taxable contributions rolled into your 401(k) Savings Plan account from another employer's qualified plan.

Roth contributions—Contributions you make that are deducted from your pay after federal, state and local withholding taxes are deducted. Your investment earnings are credited to your account on a before-tax basis. Your annual before-tax and Roth contributions may not exceed the annual before-tax contribution limit set by the federal government each year (see <u>Benefit Limits</u>).

SRP—Supplemental Retirement Plan.

THUMS SIP—The THUMS Long Beach Company Savings and Investment Plan. The THUMS SIP was merged into the Plan effective as of October 31, 2011, as further described on <u>oxy.voya.com</u>.

Trading day—Any business day that the New York Stock Exchange is open for trading.



You may contact the OxyLink Employee Benefits Center, and either hardcopy or electronic copies will be provided to you. OxyLink's telephone numbers are 1-800-699-6903 (Press 2) (inside US) and 1-918-610-1990 (outside US).