

**Lyra Employee Assistance Program
Benefit Program Summary Plan Description
Effective as of January 1, 2023**

The Lyra Employee Assistance Program (“**Lyra EAP**”) can help you and your immediate family deal with personal challenges that might impact your health, well-being, or work performance. Lyra Health, Inc. (“**Lyra**”) is the employee assistance provider and the Claims Administrator and Claims Fiduciary for the EAP. Lyra has discretionary authority to make final determinations regarding claims for benefits under the EAP.

The Lyra EAP is a Benefit Program offered under, and incorporated into, the Occidental Petroleum Corporation Welfare Plan (the “**Plan**”). Capitalized terms used, but not otherwise defined, in this Benefit Program Summary Plan Description (“**Benefit Program SPD**”) will have the same meanings as provided for those terms in the wrap-around summary plan description document (“**Wrap-SPD**”), as applicable. For additional information on the Wrap-SPD, please see the section at the end.

Eligibility

All regular full-time and part-time Employees and their Spouses or Domestic Partners and Dependent Children are eligible to participate in the Lyra EAP as of the Employee’s date of hire with Occidental Petroleum Corporation, or one of its affiliated companies (i.e., referred to as an “Employer in the Wrap-SPD”). However, no individual who meets any one of the following may be an eligible Employee with respect to the Lyra EAP:

- an Employee who is employed by a division or operating unit of the Employer for which the Plan or the Lyra EAP in particular has not been adopted; or
- an individual who is not the Employee of an Employer.

Participation

Eligible Employees and their Spouses or Domestic Partners and Dependent Children are automatically enrolled as “Participants” in the Lyra EAP upon meeting the requirements for eligibility to participate.

Lyra EAP Counseling Services

The Lyra EAP provides assessment, treatment, referral, and crisis intervention services by Participating Providers with respect to the following types of matters, subject to the Exclusions and Limitations Section:

- Anxiety
- Chronic self-criticism
- Crisis (e.g., death of a loved one)
- Decreased motivation
- Difficulty concentrating
- Feeling hopeless
- Frequent worry
- Relationship conflict
- Stress management
- Sleep problems
- Persistent irritability
- Parenting challenges

- Excessive alcohol & substance use
- Depression
- PTSD

Each Participant (i.e., the Eligible Employee and each eligible Dependent) may receive up to 12 sessions with a Participating Provider per Plan Year (i.e., a calendar year).

To receive Lyra EAP counseling services, a Participant may select a Participating Provider from Lyra's website or may contact a Lyra representative for assistance with locating a Participating Provider. A Participant is responsible for setting session times and dates with a Participating Provider. A participant should follow all Lyra instructions and guidance including ensuring that the Participating Provider understands that the services are being provided through Lyra.

Lyra EAP Online Resources

Lyra provides online resources to Participants to help improve wellbeing. These can include an online library of tools and resources, on-demand learning, and small group discussions. Check Lyra's website for current offerings at: <https://oxy.lyrahealth.com/>.

For Lyra Essentials and the Lyra Hub, use company code: **Oxy**. For on-demand learning and small-group discussions, register using your Oxy email and company code: **@oxy883**.

For assistance using Lyra's online resources, please contact Lyra at the contact information in the "Access to Services" section.

Work-Life Services

You can receive the following at no cost to you:

- Legal Assistance: 30-minute consultation with an attorney or mediator, access to 24-hour emergency support.
- Financial Assistance: 30-minute consultation with a financial counselor and 30-minute consultation with a CPA.
- Dependent Care Assistance: Referrals for child, elder and pet care; 24-hour online and phone support.

No Cost to Participants

There is no cost for using or receiving any services or resources of the Lyra EAP. However, if an appointment with a Participating Provider for a counseling session is missed by a Participant, a non-appearance fee may be charged as communicated in advance by Lyra. Prior to receipt of counseling services, Lyra may require the submission of credit-card information to facilitate payment of a non-appearance fee if one becomes due.

Access to Services

In order to receive Covered Services, you must comply with Lyra's procedures and processes. These may include providing certain required information and accepting Lyra's terms and conditions. These requirements will be presented to you when you seek Covered Services.

You may access Covered Services 24 hours per day, 7 days per week as follows:

- Lyra's Oxy webpage at <https://oxy.lyrahealth.com/>. Create an account using your personal or work email address.
- Lyra's App for use on a phone or tablet. This can be accessed at the Apple App Store or Google Play.
- Call the Lyra Care Navigator Team at one of the following telephone numbers:

In the United States: 877-913-0557

Outside of the United States: Please see following table for contact information:

Country	Toll-free In-country Phone Number	Out-of-Country Phone Number
Algeria	-44 20 300 66217	+44 20 300 66217
Belgium	0800 88 084	+32 2 89 75005
Brazil	0800 887 0591	+55 11 2071 4865
Bolivia	800 100 569	+54 11 3988 2061
Chile	12300 201 815 (9am - 6pm) 8001 23540 (24/7 - answered by regional center in Argentina)	+54 11 3988 2061
Colombia	01800 518 0835	+54 11 3988 2061
Côte d'Ivoire	+44 33 00 241 021	-44 33 00 241 021
Hong Kong	27 21 3939	+852 27 21 3939
Japan	0120 247 553	+81 3 3541 8650
Mexico	800 800 9010	-52 55 110 70199
Oman	800 77179	+.44 20 300 66217

Qatar	00800 100 250	+44 20 300 66217
Singapore	800 852 8526	+65 6011 6345
UAE	8000 44 0626	+44 20 300 66217
United Kingdom	0800 088 5484	+44 203 727 0697

In-person counseling may be available at Participating Providers' offices. Tele-video and web-based chat counseling may be also available.

Except to the extent required or permitted by HIPAA or other applicable law, a Participant's use of Lyra EAP services is confidential and is not shared with Occidental Petroleum Corporation or any of its affiliates (defined as the "Plan Sponsor" or any "Employer" in the Wrap-SPD).

OxyLink Assistance

If you have questions about Lyra EAP, please contact OxyLink. OxyLink's telephone numbers are 1-800-699-6903 (inside US) and 1-918-610-1990 (outside US). OxyLink's email is oxylink@oxy.com.

Exclusions and Limitations

No benefits will be provided under the Lyra EAP for the following:

- Hospital services (inpatient and outpatient services);
- Diagnostic laboratory and diagnostic and therapeutic radiological services;
- Home health services;
- Emergency health care services;
- Investment advice or loan financing;
- Legal advice and/or legal representation;
- Review of real estate or trust documents;
- Services that constitute significant benefits in the nature of medical care or treatment; or
- Services that are not provided by a Participating Provider.

In addition, the Lyra EAP shall provide no Covered Services in the following situations:

- The individual's condition is high-risk or requires urgent care, including, but not limited to, presenting a risk of harm to himself or others or involving advanced-stage alcohol or drug usage (in which case, such individuals will be directed to call 9-1-1 or to otherwise seek care outside the Lyra EAP); or
- the individual has already received a diagnosis, or the individual is already receiving care or treatment, for a condition where Lyra determines that the provision of Lyra services would not be appropriate.

Finally, Lyra, the Lyra EAP, the Plan Sponsor, the Plan Administrator, the Employer, and any employee or representative of any of the foregoing will not provide legal or tax advice to, or legal representation of,

any person or entity under, or related to, the Plan or the Lyra EAP. If there are any communications relating to legal or tax topics, such communications should be considered as only general information on the topic and not as advice upon which one should rely in taking or not taking any action. If advice is required regarding a legal or tax matter, participants should seek advice from a qualified professional.

Additional Information

1. Definitions

Capitalized terms used, but not otherwise defined, in this Benefit Program SPD will have the same meanings as provided for those terms in the wrap-around Plan document ("**Wrap-Plan**") or the wrap-around summary plan description document of the General Health & Welfare Component of the Plan ("**Wrap-SPD**") as applicable.

- (a) "Covered Services" means services that are provided under the Lyra EAP, as described in the "Lyra EAP Counseling Services", "Lyra EAP Online Resources", and "Exclusions and Limitations" sections of this Benefit Program SPD.
- (b) "Health Component" means the portion of the Lyra EAP that constitutes a group health plan for purposes of ERISA, the Code, HIPAA and the Affordable Care Act.
- (c) "Participating Provider" means a trained counselor, licensed clinician or other professional that has contracted with Lyra (or one or more of its affiliates) to provide Covered Services to Participants under the Lyra EAP.

2. Status of the Lyra EAP

The Plan Sponsor intends that the Lyra EAP not provide any services that constitute significant benefits in the nature of medical care or treatment. The Health Component of the Lyra EAP is intended to meet the requirements of (i) IRS Notice 2004-50, Q/A-10 (with respect to whether Lyra EAP coverage would disqualify an individual from participating in a health savings account under Section 223 of the Code) and (ii) the final regulations issued by the U.S. Departments of Labor, Treasury, and Health and Human Services at 79 FR 59130 (Oct. 1, 2014) (with respect to whether the Health Component of the Lyra EAP constitutes an "excepted benefit" for purposes of Title XXVII of the Public Health Services Act, Part 7 of ERISA, and Chapter 100 of the Code), and any subsequent authoritative guidance. The Lyra EAP will be administered and construed accordingly.

The Lyra EAP is provided under the "General Health & Welfare Component" of the Plan. Other benefits unrelated to the General Health & Welfare Component are provided under a separate component of the Plan. For purposes of this Benefit Program SPD, references to the "Plan" will mean the General Health & Welfare Component unless otherwise specified herein or appropriate in context.

3. Benefit Claims and Appeals

A Participant's request for Lyra EAP services, submitted by the Participant, or by the Participant's authorized representative on his behalf, in accordance with Lyra's applicable procedures, will constitute a claim for benefits under the Lyra EAP and ERISA. Casual or general inquiries regarding eligibility or coverage under the Lyra EAP do not constitute benefit claims under the Lyra EAP or ERISA. Benefits claims under the Lyra EAP will be administered in accordance with **ARTICLE VI CLAIMS PROCEDURES** of the Wrap-SPD.

In the event that Lyra, as Claims Administrator, denies a Participant's claim for benefits, the Participant is entitled to appeal the claim denial to the Claims Fiduciary in writing as provided in **ARTICLE VI CLAIMS PROCEDURES** of the Wrap-SPD. Any such appeal must be submitted to the Claims Fiduciary using the contact information set out in Appendix C of the Wrap-SPD.

4. Cost

Benefits are provided under the Lyra EAP based on fees paid to Lyra by the Employer from its general assets. No benefits under the Lyra EAP are provided pursuant to a contract of insurance or a trust account. No Participant premiums or contributions toward the cost of Lyra EAP coverage are required. Benefits under the Health Component of the Lyra EAP are provided to Participants on a first-dollar basis, *i.e.*, without any requirement for Participant copayments or other cost-sharing.

5. No Coordination with Other Group Health Benefits

Participation in the Health Component of the Lyra EAP is not contingent upon a Participant's enrollment in a medical or other group health option under the Plan. To the extent that a Participant is also enrolled in another group health option under the Plan: (a) the Participant is not required to exhaust his benefits under the Health Component of the Lyra EAP before being eligible for benefits under the other group health option, and (b) benefits between the Health Component of the Lyra EAP and the other group health option are not coordinated.

6. Termination of Coverage

A Participant will cease to be a Participant on the earliest of (a) the effective date on which the Lyra EAP is terminated, (b) the effective date on which the Participant's status as an eligible Employee, Spouse, Domestic Partner or Dependent Child terminates, for whatever reason, or (c) with respect to a Participant who is a Spouse or Domestic Partner or a Dependent Child, the effective date on which the Employee's Lyra EAP coverage terminates. However, continuation of coverage under COBRA may be available pursuant to **ARTICLE XI COBRA CONTINUATION COVERAGE** of the Wrap-SPD.

The Lyra EAP may be amended (including to eliminate or reduce any services or benefits provided by the Lyra EAP) or terminated at any time, as provided in **ARTICLE IX AMENDMENT OR TERMINATION** of the Wrap-SPD.

7. Additional Information about this Lyra EAP Benefit Program SPD

This Lyra EAP Benefit Program SPD is incorporated into the [Wrap-SPD](#) and constitutes a part of the "Summary Plan Description" of the General H&W Component of the Plan under ERISA ("**H&W Summary**").

Plan Description”). The full H&W Summary Plan Description consists of the Wrap-SPD, this Lyra EAP Benefit Program SPD, and the Benefit Program SPDs for each other Benefit Program of the General H&W Component under the Plan.

This Lyra EAP Benefit Program SPD must be read in conjunction with the Wrap-SPD because both documents contain terms and provisions that are applicable to the Lyra EAP. For additional information regarding the interaction of this Lyra EAP Benefit Program SPD with the Wrap-SPD, please consult ARTICLE II INTERPRETATION of the Wrap-SPD.

Copies of the Wrap-SPD and the Benefit Program SPDs are available [here](#) or at [My HR](#) at <https://oxynet.oxy.com> and on [OxyLink Online](#) at <https://oxylink.oxy.com>. Alternatively, you may contact the OxyLink Employee Service Center, and either hardcopy or electronic copies will be provided to you. OxyLink’s telephone numbers are 1-800-699-6903 (inside US) and 1-918-610-1990 (outside US). OxyLink’s email is oxylink@oxy.com.