

2nd.MD Program
Benefit Program Summary Plan Description
Effective as of January 1, 2022

The 2nd.MD Program provides convenient virtual access to experts from top national institutions who are leading the research, clinical trials, and next generation of health care. Whether it's a new diagnosis, upcoming surgery, or questions about a chronic condition or pain, the 2nd.MD Program can help you on your healthcare journey.

2nd.MD has access to more than 900 expert physician specialists representing all specialties and subspecialties, ensuring you are connected to the appropriate specialist. 2nd.MD selects the specialists based on their years of practice in their niche subspecialty, research, and academic publications.

Accolade 2ndMD LLC (or "2nd.MD") is the benefits provider and the Claims Administrator and Claims Fiduciary for the 2nd.MD Program. 2nd.MD has discretionary authority to make final determinations regarding claims for benefits under the 2nd.MD Program.

The 2nd.MD Program 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 2nd.MD Program 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 2nd.MD Program:

- an Employee who is employed by a division or operating unit of the Employer for which the Plan or the 2nd.MD Program 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 2nd.MD Program upon meeting the requirements for eligibility to participate.

2nd.MD Program Services

The 2nd.MD Program services include:

- **Expert Medical Consultation:** With the assistance of 2nd.MD, you can select a medical specialist located in the United States from 2nd.MD's list of approved specialists. You will then share your relevant medical background information with 2nd.MD. At your request, 2nd.MD will schedule a

consultation with the selected specialist. You may speak with the specialist by secure video or phone. Following the consultation, written notes and recommendations from the specialist will be available to you via the 2nd.MD secure portal or sent to you via postal mail.

- ***Specialty Care Navigation:*** You may receive guidance via various 2nd.MD communication channels on your healthcare journey by 2nd.MD condition-specific nurses. This clinical guidance may include condition-specific education, coaching, scheduling expert medical consultations, and other services that can help you to navigate the complexities of managing your health and achieving better health outcomes.
- ***Personalized Support:*** 2nd.MD can provide you with support and education, which may include recommendations of a local, in-network physician, if requested by you. 2nd.MD will use your location and specific case needs to locate a physician for you.
- ***Medical Records Assistance:*** To the extent necessary and only if authorized by you, 2nd.MD can obtain, and securely store in the 2nd.MD portal, medical records from providers that you have seen.

No Cost to Participants

There is no cost for using or receiving any services or resources of the 2nd.MD Program.

Access to Services

In order to receive Covered Services, you must comply with 2nd.MD's procedures and processes. These may include providing certain required information and accepting 2nd.MD's terms and conditions. These requirements will be presented to you when you contact 2nd.MD.

You may access 2nd.MD Program services as follows:

- 2nd.MD's website dedicated to Oxy employees at <https://www.2nd.MD/oxy>. Create an account using your personal or work email address.
- Call 2nd.MD at 1.866.841.2575

2nd.MD does not provide services outside of the United States.

Except to the extent required or permitted by HIPAA or other applicable law, a Participant's use of 2nd.MD 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 the 2nd.MD Program, 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

The 2nd.MD Program's benefits are limited to a consultation with a medical specialist, receipt of information relating to your medical condition, and assistance with navigating through medical options. No benefits will be provided under the 2nd.MD Program for the following:

- Medical care or treatment;
- Hospital services (inpatient and outpatient services);
- Diagnostic laboratory and diagnostic and therapeutic radiological services;
- Home health services;
- Emergency health care services; or
- Services that constitute significant benefits in the nature of medical care or treatment.

In addition, the 2nd.MD Program may provide not provide services if 2nd.MD determines that an individual's particular circumstances are not suited for assistance by 2nd.MD.

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.

2. Health Component

"**Health Component**" means the portion of the 2nd.MD Program that constitutes a group health plan for purposes of ERISA, the Code, HIPAA and the Affordable Care Act.

2. Status of the 2nd.MD Program

The Plan Sponsor intends that the 2nd.MD Program not provide any services that constitute significant benefits in the nature of medical care or treatment. The Health Component of the 2nd.MD Program is intended to meet the requirements of (i) IRS Notice 2004-50, Q/A-10 (with respect to whether 2nd.MD services 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 2nd.MD Program 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 2nd.MD Program will be administered and construed accordingly.

The 2nd.MD Program 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.

4. Benefit Claims and Appeals

A Participant's request for 2nd.MD services, submitted by the Participant, or by the Participant's authorized representative on his behalf, in accordance with 2nd.MD's applicable procedures, will constitute a claim for benefits under the 2nd.MD Program and ERISA. Casual or general inquiries regarding eligibility or coverage under the 2nd.MD Program do not constitute benefit claims under the 2nd.MD Program or ERISA. Benefits claims under the 2nd.MD Program will be administered in accordance with **ARTICLE VI CLAIMS PROCEDURES** of the Wrap-SPD.

In the event that 2nd.MD, 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.

5. Cost

Benefits are provided under the 2nd.MD Program based on fees paid to 2nd.MD by the Employer from its general assets. No benefits under the 2nd.MD Program are provided pursuant to a contract of insurance or a trust account. No Participant premiums or contributions toward the cost of 2nd.MD coverage are required. Benefits under the Health Component of the 2nd.MD Program are provided to Participants on a first-dollar basis, *i.e.*, without any requirement for Participant copayments or other cost-sharing.

6. No Coordination with Other Group Health Benefits

Participation in the Health Component of the 2nd.MD Program 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 2nd.MD Program before being eligible for benefits under the other group health option, and (b) benefits between the Health Component of the 2nd.MD Program and the other group health option are not coordinated.

7. Termination of Coverage

A Participant will cease to be a Participant on the earliest of (a) the effective date on which the 2nd.MD Program 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 2nd.MD Program terminates. However, continuation of coverage under COBRA may be available pursuant to **ARTICLE XI COBRA CONTINUATION COVERAGE** of the Wrap-SPD.

The 2nd.MD Program may be amended (including to eliminate or reduce any services or benefits provided by the 2nd.MD Program) or terminated at any time, as provided in **ARTICLE IX AMENDMENT OR TERMINATION** of the Wrap-SPD.

8. Additional Information about this 2nd.MD Benefit Program SPD

This 2nd.MD 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 2nd.MD Benefit Program SPD, and the Benefit Program SPDs for each other Benefit Program of the General H&W Component under the Plan.

This 2nd.MD Benefit Program SPD must be read in conjunction with the Wrap-SPD because both documents contain terms and provisions that are applicable to the 2nd.MD Program. For additional information regarding the interaction of this 2nd.MD 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.