# Required Legal Notices for Employees 2027

Updated Effective: September 10, 2026

Para solicitar una copia de este aviso en español, comuníquese con el **Centro de Beneficios de Ecolab al 1.800.964.0265** o visite **mybenefits.us.ecolab.com**.

# Important Notice from Ecolab Inc. to Employees, COBRA Enrollees, Retirees and their Dependents who have Medicare

## About Prescription Drug Coverage under the Ecolab Medical Plans and Medicare's Prescription Drug Benefit

**This notice only applies to employees, COBRA enrollees, retirees and their dependents who have Medicare coverage or will be eligible to enroll in Medicare in the near future.**

**Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with the Ecolab Medical Plans and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered and at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.**

**There are three important things you need to know about your current coverage and Medicare's prescription drug coverage:**

1. **Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.**

2. **Ecolab has determined that the prescription drug coverage offered by (i) the Ecolab Medical Plan for active employees, COBRA enrollees and dependents and (ii) the Ecolab Post Retirement Benefits Plan (PRBP) for Ecolab retirees and dependents who are not yet eligible for Medicare on the basis of age (65+) is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. This means you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.**

3. **If you are eligible for Medicare due to age (65+) and covered by the PRBP instead of by Ecolab's Medical Plan for active employees or COBRA, then you do not have prescription drug coverage under the PRBP. Instead, you may have prescription drug coverage that meets the definition of Creditable Coverage under an individual insurance policy that you purchase with a PRBP subsidy or using your own funds. Your individual insurer may send you a notice similar to this one explaining whether that coverage is considered creditable. Remember that you may pay a higher premium (a penalty) if you do not join a Medicare drug plan when you first become eligible.**

**WHEN YOU OR YOUR DEPENDENT BECOMES ELIGIBLE FOR MEDICARE:**

- **When Can You Join a Medicare Drug Plan?**

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15 through December 7. However, if you have creditable prescription drug coverage as described in #2 above and you lose that coverage through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

- **What Happens to Your Current Coverage If You Decide to Join a Medicare Drug Plan?**

If you are an active employee, dependent or COBRA enrollee with coverage under Ecolab's Medical Plan, or a retiree or dependent under age 65 with coverage under the PRBP, and decide to join a Medicare drug plan, your current Ecolab medical coverage will not be affected, although the Ecolab medical coverage may coordinate benefits with Medicare. More information is provided below. (Refer to your summary plan description or certificate for details regarding your medical and prescription coverage.)

- **If You Are (i) an Active Employee, COBRA Enrollee or Dependent Enrolled in the Ecolab Medical Plan Who Is Eligible for Medicare, or (ii) a Retiree or Dependent of a Retiree in the PRBP Who Is Eligible for Medicare Other Than Due to Age (65+):**

**You may choose to remain in your Ecolab plan and not enroll in Medicare prescription drug coverage (Medicare Part D).** Because the prescription drug coverage under Ecolab's Medical Plan and PRBP for the individuals listed above provides creditable coverage, you will not be subject to a late enrollment premium penalty if you later decide to enroll in Medicare prescription drug coverage as long as you enroll within 63 days of the termination of coverage under your Ecolab plan.

**You may choose to enroll in both a Medicare drug plan (Medicare Part D) and in Ecolab's Medical Plan or PRBP.** If you choose to enroll in both, your Ecolab plan and Medicare drug plan may coordinate benefits. (The active plan is generally the primary payer to Medicare for active employees and their dependents.) You will be required to pay a premium for both plans. Due to the terms of the Ecolab Medical Plan and the Medicare drug plan and how benefits are coordinated, active employees covered under both the Ecolab Medical Plan and Medicare Part D may not receive a greater benefit than if covered by only one of them. The Ecolab plans normally pay secondary for retirees and COBRA enrollees.

- **What Happens If You Drop or Lose Creditable Coverage Under the Ecolab Medical Plan or PRBP, or If You Are Covered Under the PRBP and Become Eligible for Medicare Due to Age (65+)?**

If you drop or lose coverage under the Ecolab Medical Plan or PRBP, or if you are covered under the PRBP and become eligible for Medicare due to age (65+), don't wait to enroll in Medicare prescription drug coverage or you may be required to pay more for it. If you are an active employee or dependent and you drop or lose Ecolab Medical Plan coverage, you will not be permitted to re-enroll in the Ecolab Medical Plan until the next open enrollment period, unless you experience a mid-year election change event. Retirees or their dependents who drop or lose coverage under their Ecolab plan will not be permitted to re-enroll in the future except as described in the summary plan description for your benefit.

- **When Will You Pay a Higher Premium (Penalty) to Join a Medicare Drug Plan?**

You should also know that if you drop or lose your current creditable coverage under the Ecolab Medical Plan or PRBP and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later. If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join a Medicare drug plan.

- **If You Are a Retiree or a Dependent Enrolled in the Post Retirement Benefits Plan (PRBP) Who Is Eligible for Medicare:**

Starting with the end of the last month that you were first eligible to join a Medicare drug plan but didn't join, if you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go 19 months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join a Medicare drug plan.

- **For More Information About this Notice or Your Current Prescription Drug Coverage:**

Please contact the Ecolab Benefits Center at 1.800.964.0265.

NOTE: You'll get this notice each year and also if the prescription drug coverage through the Ecolab Medical Plan or PRBP changes. You also may request a copy of this notice at any time.

- **For More Information About Your Options under Medicare Prescription Drug Coverage:**

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans. For more information about Medicare prescription drug coverage:

- Visit www.medicare.gov.
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help.
- Call 1.800.MEDICARE (1.800.633.4227). TTY users should call 1.877.486.2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at www.socialsecurity.gov, or call them at 1.800.772.1213 (TTY 1.800.325.0778).

**Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty).**

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| Date: | September 1, 2026 |
| Name of Entity/Sender: | Ecolab Medical Plan<br>Ecolab Post Retirement Benefits Plan |
| Contact–Position/Office: | Plan Administrator |
| Address: | 1 Ecolab Place / EGH 03<br>St. Paul, MN 55102 |
| Phone Number: | 1.800.964.0265 |

**ECOLAB INC.**

**GROUP HEALTH PLAN**
**NOTICE OF PRIVACY PRACTICES**
Effective October 15, 2026

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

If you participate in a fully-insured option, such as the Vision Plan, whether through an insurance company or an HMO, please contact that company for its Notice of Privacy Practices.

## Purpose of This Notice

We understand that information about your health is personal. We are committed to protecting the privacy of your health information. This Notice tells you about the ways we may use and disclose Protected Health Information ("PHI") about you so that we may administer the Ecolab Inc. Group Health Plan. Please note that not every possible use or disclosure within a category of uses or disclosures is included. This Notice will also describe our obligations and your rights regarding the use and disclosure of your PHI.

We are required by the privacy rule ("Privacy Rule") under the Health Insurance Portability and Accountability Act ("HIPAA") to:

- Protect the privacy of your PHI;
- Provide you notice of our legal duties and privacy practices with respect to PHI;
- Follow the terms of the Notice currently in effect; and
- Notify you if there is a Breach of your unsecured PHI.

## Definitions

"Group Health Plan" or "Health Plan" or "Plan" means any of the following plans in which you are enrolled.

- Ecolab Health & Welfare Benefit Plan (Plan #501) (includes medical, prescription drug, dental, employee assistance plan and health care spending account); and
- Ecolab Post Retirement Benefits Plan (Plan #511) (includes medical, prescription drug, dental and employee assistance plan).

To the extent that the benefits comprising the Group Health Plan are provided under separate plans, they are all part of an Organized Health Care Arrangement and are permitted to share PHI as necessary without Authorization.

"Protected Health Information" or "PHI," generally, is information: (i) about your physical or mental health or condition, health care provided to you, or the payment of health care provided to you, whether past, present, or future; (ii) that is created, received, transmitted or maintained by us; and (iii) that identifies you or could be used to identify you.

A "Breach" is any access, use or disclosure of your unsecured PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of your PHI.

The terms "we," "our" and "us" refer to the Health Plan and the terms "you" and "your" refer to individuals enrolled in the Health Plan including covered employees and their dependents.

## Effective Date of this Notice

The effective date of this Notice and any change to this Notice will be located at the beginning of the document.

## Changes to Privacy Practices and this Notice

We can change our privacy practices and this Notice at any time. Any change will apply to PHI we already have and to PHI we receive or generate after the change. We will provide an updated Notice to you after any material change in the Notice. We will also give you an updated Notice at your request. We will post the most current Notice on our employee intranet site with other employee benefits information.

## For Questions, Additional Information Regarding Privacy Practices and Complaints

For questions or additional information, contact the Privacy Official:

Director, Human Resources, North America Benefits

Ecolab Inc.
1 Ecolab Place / EGH 03
Saint Paul, MN 55102
1.800.964.0265
mybenefits.us.ecolab.com

If you believe your privacy rights have been violated, you may file a complaint in writing with the HIPAA Privacy Official at the address listed above or with the United States Department of Health and Human Services. ***We will not retaliate against you for filing a complaint.***

## Your Rights Regarding Your Protected Health Information

You have the following rights regarding your PHI.

- ***Obtain a copy of the Notice upon request.*** You have the right to receive a written copy of this Notice at any time (even if you have agreed to receive the Notice electronically) by contacting the HIPAA Privacy Official.
- ***Request consideration of a restriction on certain uses and disclosures of PHI.*** You may ask us to limit or not to use or disclose any part of your PHI for the purposes of payment, treatment or health care operations. You may also request that any part of your PHI not be disclosed to family members, friends or others who may be involved in your care or for notification purposes as described in this Notice. We are not required to agree to restrictions you request. If we agree, we must honor the restrictions you request. To ask for a restriction, send a written request to the HIPAA Privacy Official at the address above.

- ***Inspect and obtain a written or electronic copy of your PHI.*** You have the right to review and copy PHI about you for as long as we maintain the PHI. If we maintain your PHI electronically in one or more designated record sets, you have the right to request the information in electronic form, including in an unencrypted or unsecured form if you so desire. You have the right to request that a copy of the PHI be provided to a third party. You must send a written request to the HIPAA Privacy Official at the address above. We may charge you for the costs of copying, creating, mailing or other supplies that are necessary to grant your request, whether in paper or electronic form. We may deny your request to inspect and copy PHI in certain limited circumstances. If you are denied access to your PHI, you may request us to review the denial.

- ***Request correction of PHI.*** You have the right to request us to correct your PHI. You may request a correction for as long as we maintain the PHI. You must send a written request to the HIPAA Privacy Official at the address above. You must include a reason in support of your request. In certain cases, we may deny your request. If we deny your request for correction, you have the right to file a statement of disagreement with the decision.

- ***Receive a list of disclosures of PHI*** *You have the right to receive a list of certain disclosures of your PHI made by us (subject to exceptions, restrictions and limitations noted in the Privacy Rule)*. To request a disclosure list, submit a written request to the HIPAA Privacy Official at the address above. You must specify the period for which you are requesting the list of disclosures (which may be up to six years prior to the date you made your request). You may be charged for the cost of providing a disclosure list if you make more than one request within a 12-month period. We will notify you of the cost in advance and you may choose to withdraw or modify your request at that time.

- ***Request confidential communications of PHI by alternative means or at alternative locations.*** You can ask that we communicate with you by alternative means or at alternative locations. We will accommodate such a request if it is reasonable and states that disclosure of the information in the ordinary manner could endanger you. You must make such a request in writing to the HIPAA Privacy Official at the address above. We may refuse to accommodate your request if you have not provided information as to how payment, if applicable, will be handled and specify how or where you wish to be contacted.

- ***Choose someone to act for you.*** You may appoint someone as your HIPAA authorized representative using the Plan's standard form for this purpose.

## Required Disclosures of Protected Health Information

We will disclose PHI to you in accordance with your right to access your PHI or to receive an accounting of disclosures of your PHI as specified in this Notice. We will also disclose PHI to the Department of Health and Human Services when required by that department to investigate or determine our compliance with the requirements of the Privacy Rule.

## Common Reasons for Our Use and Disclosure of Your Protected Health Information

- ***Payment.*** We may use and disclose your PHI to determine eligibility for Plan coverage and benefits and to facilitate payment for the covered treatment and services you receive from health care providers. For example, we may use and disclose PHI to: determine employee contribution obligations; to process claims; to make medical necessity determinations; for care management activities including utilization review and pre-certification; to coordinate Plan coverage and benefits with other group health plans and Medicare; to obtain reimbursement under a stop loss contract; or for subrogation or reimbursement purposes.

- ***Health Care Operations.*** We may use and disclose your PHI for Plan operations. These uses and disclosures are necessary to run the Plan. For example, we may use or disclose your PHI in connection with: quality assessment and improvement activities; credentialing activities; underwriting, premium rating and other Plan coverage activities; obtaining stop loss coverage; conducting or arranging for medical review, legal services, audit services, fraud and abuse detection, and compliance programs; business planning and development including cost management; and business management and general Plan administrative activities.

We are prohibited from using or disclosing PHI that is your genetic information for purposes of: (a) determining your eligibility for benefits under the Plan; (b) computing any premium or contribution amounts under the Plan; (c) applying any pre-existing condition exclusion; and (d) any other activities relating to the creation, renewal or replacement of a contract for health benefits. We may, however, use genetic information for determining the medical appropriateness of providing a benefit you have requested under the Plan.

- ***Business associates.*** We have organizations or individuals that perform certain functions on our behalf or provide services to us that involve the use or disclosure of PHI. The following are examples of such business associates: third party administrator(s) that, among other things, process and pay claims, determine eligibility for coverage and benefits, and conduct care management and utilization review; attorneys; actuaries; accountants; and consultants. Your PHI may be used or disclosed by our business associates. Our contracts with our business associates include the promises to protect PHI required by the Privacy Rule.

- ***Health Plan Sponsors.*** We may provide enrollment and disenrollment information and Summary Health Information about you and other Plan participants to the sponsor of the Health Plan in which you participate (the "Plan Sponsor"). We may release other PHI to the Plan Sponsor if the Plan Sponsor promises in writing to protect the PHI as required by the Privacy Rule, including a promise that it will not use your PHI for employment purposes unless you have provided your written permission.

- ***Treatment.*** The Plan does not provide medical care or services; it pays for such care or services that are covered under the terms of the Plan. We may use or disclose your PHI to facilitate medical care or services by your health care providers, including doctors, nurses and pharmacists. If you are not able to tell us your preference, we may share your information if we believe it is in your best interest.

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[1] Summary Health Information means information that summarizes the claims history, claims expenses or type of claims experienced by individuals for whom a Plan Sponsor has provided health benefits under a group health plan; and from which certain information has been deleted, including, but not limited to, names, Social Security numbers, street addresses, telephone numbers, account numbers and medical record numbers. Summary Health Information will only be provided for the limited purposes permitted under the Privacy Rule, including plan amendment.

- ***Individuals involved in your care or payment for your care.*** Unless you object, we may release PHI about you to a family member, other relative, or a close personal friend of yours or any other person identified by you. We will disclose only PHI that is directly relevant to the person's involvement with your health care or payment related to your health care, or as necessary for notification purposes.
- ***Provide benefits information to you.*** We may use and disclose your PHI to inform you about health-related benefits and services that may be of interest to you.
- ***As required by law.*** The use or disclosure will be made in compliance with the law and will be limited to the relevant requirements of the law.

**Less Common Reasons for Our Use and Disclosure of PHI**

- ***Judicial and administrative agency proceedings.*** We may, upon certain conditions, disclose PHI in response to an order of a court or administrative tribunal, a subpoena, discovery request or other lawful process.
- ***Workers' compensation purposes.*** We may disclose PHI to workers' compensation insurers, state administrators, employers and other persons involved in workers' compensation systems as authorized by workers' compensation or similar programs required by law.
- ***Food and Drug Administration (FDA).*** We may disclose PHI to a person or company subject to the jurisdiction of the FDA, for the purpose of activities related to the quality, safety or effectiveness of products regulated by the FDA.
- ***Public health activities.*** We may disclose PHI to a public health authority authorized to collect such information for certain purposes, including, but not limited to, preventing or controlling disease, injury or disability; reporting disease or injury; reporting vital events such as births or deaths; conducting public health surveillance, public health investigations and public health interventions; at the direction of a public health authority, to an official of a foreign government agency acting in collaboration with a public health authority; or reporting child abuse or neglect.
- ***Health oversight activities.*** We may disclose PHI to a health oversight agency for any oversight activities authorized by law, including: audits; investigations; inspections; licensure or disciplinary actions; civil, criminal or administrative actions or proceedings; or other activities necessary for the oversight of the health care system, government benefit programs, compliance with government regulatory program standards or compliance with applicable civil rights laws.
- ***To social services or law enforcement about victims of abuse or neglect.*** We may disclose PHI about an individual whom we reasonably believe to be a victim of abuse, neglect or domestic violence to a government authority, including a social service or protective services agency, authorized by law to receive reports of such abuse, neglect or domestic violence, to the extent the disclosure is required by law and the disclosure complies with and is limited to the relevant requirements of such law.
- ***For treatment, payment or health care operation purposes.*** We may disclose PHI to health care providers, another health plan or a health care clearinghouse for the reasons and to the extent permitted under the Privacy Rule.

- ***Substance Use Disorder (SUD) Information and 42 CFR Part 2 Compliance.*** If the Plan receives or maintains substance use disorder (SUD) treatment records protected under federal law (42 CFR Part 2), the Plan will not use or disclose such information without your written consent, except as permitted by law. Your SUD information may be used or disclosed as required by a court order or subpoena. Your written consent may authorize future uses and disclosures of your SUD records for purposes of treatment, payment, and health care operations, consistent with HIPAA. Once disclosed under such consent, SUD records may be re-disclosed by recipients in accordance with HIPAA, unless otherwise restricted. You have the right to request restrictions on the use and disclosure of your SUD information and to receive an accounting of such disclosures.

## Uncommon Reasons for Our Use and Disclosure of PHI

- *To avert a serious threat to public health or safety.*
- *To national security and protective services for the President and other Heads of State.*
- *To coroners, medical examiners and funeral directors.*
- *To a jail or prison about its inmates.*
- *To the military about its members or veterans.*
- *For organ or tissue transplant purposes.*
- *For research pursuant to waiver approval by Institutional Review Board or Privacy Board.*
- *For law enforcement purposes.*

## Uses and Disclosures with Your Written Permission

***PHI Will Not Be Used or Disclosed for Other Purposes Without Your Written Permission.*** We will obtain your written permission (called "Authorization" under the Privacy Rule) before using or disclosing your PHI for purposes other than those provided in this Notice (or as otherwise permitted or required by law) and only to the extent permitted by such Authorization.

***Your Authorization is required for:***

- Most uses or disclosures of psychotherapy notes (if recorded or maintained by the Plan);
- Use or disclosure for any marketing communications other than a face-to-face communication, a gift of nominal value, or refill reminders or other communications about a drug or biologic currently prescribed for you;
- Any disclosure of PHI that is a sale of PHI.

***You May Revoke Your Authorization.*** You may revoke your Authorization at any time but must do so in writing. Upon receipt of the written revocation, we will stop using or disclosing PHI in accordance with the Authorization, except to the extent we have already acted in reliance on your Authorization.

## Employee Assistance Program Information

One of the guiding principles of the Employee Assistance Program ("EAP") is that your contacts and communications with EAP personnel will remain confidential. This principle continues. EAP personnel generally remain prohibited from disclosing your contacts and communications with the EAP to your employer without your permission. There are rare circumstances (such as in cases of suspected child abuse or domestic violence, to avert a serious threat to the health or safety of a person or the public, or when required by law) in which the EAP may disclose information to authorities. Any disclosure made without your permission will be made in accordance with the Privacy Rule, any other applicable law and consistent with ethical and professional standards.

## HIPAA SPECIAL ENROLLMENT RIGHTS

If you decline enrollment in Ecolab medical coverage for yourself or an eligible dependent (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your eligible dependent(s) in Ecolab medical coverage if, in the future, you or your dependent(s) lose eligibility for the other coverage (or if the employer stops contributing toward your coverage or your dependent's other coverage). However, you must request enrollment within **31 days** of your coverage or your eligible dependent's other coverage ends (or after the employer stops contributing to the other coverage).

If you have a new dependent as a result of marriage, birth, adoption or placement for adoption, you may be able to enroll yourself and your dependent(s). However, you must request enrollment within **31 days** of the marriage, birth, adoption or placement for adoption.

If you decline enrollment in Ecolab medical coverage for yourself or for an eligible dependent (including your spouse) while Medicaid coverage or coverage under a state children's health insurance program is in effect, you may be able to enroll yourself and your eligible dependents in Ecolab's medical coverage if you or your dependents lose eligibility for that other coverage. However, you must request enrollment within **60 days** after your coverage or your dependents' coverage ends under Medicaid or a state children's health insurance program.

If you or your dependents (including your spouse) become eligible for a state premium assistance subsidy from Medicaid or through a state children's health insurance program with respect to coverage under this plan, you may be able to enroll yourself and your dependents in Ecolab medical coverage. However, you must request enrollment within **60 days** after you or your dependents' determination of eligibility for such assistance.

**Note:** Special enrollment is not permitted if there is a voluntary termination of the other coverage or a loss of other coverage for failure to pay premium contributions or for cause (such as fraud). To request special enrollment or obtain more information, contact the Ecolab Benefits Center at 1.800.964.0265.

## NOTICE REGARDING ECOLAB'S WELLNESS PROGRAM

Ecolab offers a voluntary wellness program called "Be Well" to its employees; some of the components are available only to benefits-eligible employees enrolled in the Ecolab medical plan. The program is administered according to federal rules permitting employer-sponsored wellness programs that seek to improve employee health or prevent disease, including the Americans with Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Health Insurance Portability and Accountability Act, as applicable, among others.

If you choose to participate in the Be Well wellness program, you can choose whether to complete a voluntary health risk assessment or "HRA" that asks a series of questions about your health-related activities and behaviors and whether you have or have had certain medical conditions (e.g., cancer, diabetes or heart disease). You can also choose to participate in a biometric screening. You are not required to complete the HRA or to participate in a blood test or any other medical examination – the Be Well program is completely voluntary.

The information from your voluntary HRA and the results from your biometric screening will be used to provide you with information to help you understand your current health and potential risks, and may also be used to offer you services through the Be Well wellness program such as health coaching. You also are encouraged to share your results or concerns with your own doctor.

### Non-Availability of Reasonable Alternative

Your health plan is committed to helping you achieve your best health. No rewards are provided for participating in the Be Well program; so no alternatives are provided.

### Protections from Disclosure of Medical Information

We are required by law to maintain the privacy and security of your personally identifiable health information. Although the Be Well wellness program and Ecolab may use aggregate information it collects to design a program based on identified health risks in the workplace, Be Well will never disclose any of your personal information either publicly or to your employer, except as expressly permitted by law. Medical information that personally identifies you that is provided in connection with Be Well will not be provided to your supervisors or managers and may never be used to make decisions regarding your employment.

Your health information will not be sold, exchanged, transferred or otherwise disclosed except to the extent permitted by law to carry out specific activities related to the Be Well wellness program, and you will not be asked or required to waive the confidentiality of your health information as a condition of participating in Be Well. Anyone who receives your information for purposes of providing you services as part of Be Well will abide by the same confidentiality requirements. The only individuals who will receive your personally identifiable health information are those who provide you with services under the wellness program, such as your selected health care providers, Cigna, MetLife or a Be Well health coach.

In addition, all medical information obtained through the Be Well wellness program will be maintained separate from your personnel records, information stored electronically will be encrypted, and no information you provide through Be Well will be used in making any employment decision. Appropriate precautions will be taken by Ecolab and its Be Well vendor to avoid any data breach, and in the event a data breach occurs involving information you provide in connection with Be Well, we will notify you immediately or as required by law.

You may not be discriminated against in employment because of the medical information you provide as part of participating in the Be Well wellness program, nor may you be subjected to retaliation if you choose not to participate.

If you have questions or concerns regarding this notice, or about protections against discrimination and retaliation, please contact the Be Well Personal Health Team at Cigna, 1.800.900.3791.

## PROVIDE ANY NEW TAX ID NUMBERS

If you have not yet provided Ecolab with a Social Security Number (SSN) or Tax Identification Number (TIN) for each individual covered by the Ecolab group health plan, you may provide this information by (i) mail (a self-addressed, stamped envelope is available upon request); (2) through the My Benefits portal no later than December 31, 2026, at mybenefits.us.ecolab.com, or by calling 1.800.964.0265. This information will be used by Ecolab to report to the Internal Revenue Service (IRS) that you and your dependents have elected coverage under the Plan and will be used by the IRS to verify information about your medical plan coverage. If you fail to provide SSNs or TINs upon request, you may be subject to a $50 penalty by the IRS.

## Annual Notice
## Newborns' Act Benefits

Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable).

In any case, Group Health Plans may not, under Federal law, require that a provider obtain authorization from the Plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

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## Annual Notice
## Women's Health and Cancer Rights Act of 1998

As required by the Women's Health and Cancer Rights Act of 1998, the Ecolab Group Health Plan provides benefits for mastectomy-related services including all stages of reconstruction and surgery to achieve symmetry between the breasts, prostheses and complications resulting from a mastectomy, including lymphedema. These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan. If you would like more information on WHCRA benefits, call the Ecolab Benefits Center at 1.800.964.0265.

**Summary Plan Descriptions** for all benefit plans are available by logging in to the My Benefits portal at mybenefits.us.ecolab.com or by calling 1.800.964.0265.

**Summary of Benefits and Coverage** for the medical plan options are available at mybenefits.us.ecolab.com or by calling 1.800.964.0265.

**NOTICE OF RIGHTS CONCERNING EMPLOYER SECURITIES**

**ECOLAB SAVINGS PLAN AND ESOP**

Federal law requires that we notify you about specific rights concerning investments in employer securities (i.e., the company stock fund). You should read this notice carefully so you are aware of your rights concerning any investment you may have (or make in the future) in the company stock fund under the Ecolab Savings Plan and ESOP (the "Plan").

The company stock fund is a fund that pools your money with that of other employees to buy shares of stock in Ecolab and a small amount of short-term investments designed to allow you to buy or sell without the usual trade settlement period for individual stock transactions. Your ownership is measured in units of the company stock fund instead of shares of stock. The value of your investment in the company stock fund will vary depending on Ecolab's performance, the overall stock market, the performance and amount of short-term investments held by the fund, and the amount of fund expenses. Investing in a non-diversified single stock fund–like the company stock fund – carries more risk than investing in a diversified investment option.

**a. Your Rights Concerning Employer Securities**

The Plan allows you to move any portion of your account that is invested in the company stock fund from that investment into the other investment options under the Plan. You have this right for any investment you have in the company stock fund under the Plan. Call your Fidelity Representative 1.800.835.5091 or go to the Fidelity NetBenefits® website at www.netbenefits.com for specific information regarding this right, including how to change your investments. In deciding whether to exercise this right, you will want to give careful consideration to the information below that describes the importance of diversification. All of the investment options under the Plan are available to you if you decide to diversify out of the company stock fund.

**b. The Importance of Diversifying Your Retirement Savings**

A well-balanced and diversified investment portfolio may help you achieve long-term retirement security. Spreading your assets among different types of investments can help you achieve a favorable rate of return, while minimizing your overall risk of losing money. This is because market or other economic conditions that cause one category of assets, or one particular security, to perform very well often cause another asset category, or another particular security, to perform poorly. If you invest more than 20% of your retirement savings in any one company or industry, your savings may not be properly diversified. Although diversification is not a guarantee against loss, it is an effective strategy to help you manage investment risk.

In deciding how to invest your retirement savings, you should take into account all of your assets, including any retirement savings outside of the Plan. No single approach is right for everyone because, among other factors, individuals have different financial goals, different time horizons for meeting their goals and different tolerances for risk. Therefore, you should carefully consider the rights described in this notice and how these rights affect the amount of money that you invest in company stock fund under the Plan.

It is also important to periodically review your investment portfolio, your investment objectives, and the investment options under the Plan to help ensure that your retirement savings will meet your retirement goals.

**c. For More Information**

If you have any questions about your rights to diversify your investment in the company stock fund or how to change your investments, call a Fidelity Representative at 1.800.835.5091 or go to the Fidelity NetBenefits® website, www.netbenefits.com.

**NOTICE OF ADP SAFE HARBOR**

**ELIGIBLE EMPLOYEES IN THE ECOLAB SAVINGS PLAN AND ESOP (the "SAVINGS PLAN"):**

For the 2027 Plan Year, a Safe Harbor Matching Contribution will be made under the Ecolab Savings Plan and ESOP ("Savings Plan"). This Safe Harbor Matching Contribution will satisfy the 2027 Average Deferral Percentage ("ADP") test under Section 401(k) of the Internal Revenue Code, meaning that the Savings Plan is exempt from the rules that can apply to restrict Pre-Tax or Roth 401(k) Savings Contributions of highly compensated participants. This notice is designed to inform you of your related rights and to satisfy the requirements of Treasury Regulation 1.401(k)-3(d). Even though the Savings Plan is Safe Harbor with respect to Pre-Tax and Roth 401(k) Savings Contributions, it is not safe harbor with respect to Matching Contributions. Some Matching Contributions for highly paid participants may have to be forfeited in order to satisfy Treasury Regulations.

- **Safe Harbor Matching Contribution Formula.** Ecolab's Safe Harbor Matching Contribution will be (a) 100% of the amount of your Pre-Tax and Roth 401(k) Savings Contributions for the pay period up to 4% of your eligible earnings plus (b) 50% of the amount of your Pre-Tax and Roth 401(k) Savings Contributions for the pay period that exceed 4% of your eligible earnings but that do not exceed 8% of your eligible earnings.

  If your Pre-Tax and Roth 401(k) Savings Contributions are less than 8% of your eligible earnings for some pay periods and more than 8% of your eligible earnings for other pay periods, Ecolab's Safe Harbor Matching Contribution will be adjusted at the end of the year to equal the Safe Harbor Matching Contributions that would have been made to your Account if your Pre-Tax and Roth 401(k) Savings Contributions had been made on a level basis throughout the year. These "true-up" contributions will be made when the year-end processing has been completed. No adjustment will be made for any difference in earnings due to the timing of the Safe Harbor Matching Contributions.

- **Company Contributions.** Ecolab's total contributions under the Savings Plan are the Safe Harbor Matching Contributions described above, which may equal up to 6% of your eligible earnings. Safe Harbor Matching Contributions will be invested in accordance with your most recent investment elections for new contributions.

- **Type and Amount of Eligible Earnings Subject to Deferral.** Your eligible earnings include all amounts paid as base salary and wages, overtime pay, shift differential premium, commissions, annual incentive bonuses paid in the form of cash (but not long-term incentive bonuses), vacation pay, "differential wage payments" while you are on active military duty, personal leave pay and short-term disability benefits paid by a participating employer. You can choose to make Pre-Tax 401(k) Savings Contributions which are not subject to income tax withholding when deferred, Roth 401(k) Savings Contributions which are subject to income tax when deferred, or both. Amounts you defer as Pre-Tax and Roth 401(k) Savings Contributions and amounts made to a cafeteria plan or qualified transportation fringe are also included as eligible earnings. Eligible Earnings will not include severance pay, executive perquisite allowances, any remuneration paid after the end of the month in which you terminate employment, or amounts deferred or paid pursuant to a plan that is not qualified under Internal Revenue Code Section 401(a) (including on the exercise of a qualified, nonqualified or incentive stock option). Only amounts received while you are eligible to participate in the Plan are included in your Eligible Earnings. Any amounts representing back pay will be taken into account at the time they are paid, even if earned at an earlier time. Your Eligible Earnings for this purpose will not exceed the IRS limit on 401(k) compensation ($360,000 in 2026; may be adjusted by the IRS for inflation).

- **How to Make Cash or Deferred Elections.** To receive the Safe Harbor Matching Contributions you must elect to make Pre-Tax or Roth 401(k) Savings Contributions. To do so, go to www.netbenefits.com or call a Fidelity Representative at 1.800.835.5091. Your election becomes effective as soon as administratively possible after it is received. You may elect to make Pre-Tax or Roth 401(k) Savings Contributions of between 1% and 50% of your eligible earnings, but your Pre-Tax and Roth 401(k) Savings Contributions (other than Catch-up Contributions) may not exceed the IRS limit ($24,500 in 2026; may be adjusted by the IRS for inflation) in a calendar year. If you are at least age 50 before the end of the year, you can also make Catch-up Contributions of up to $8,000 (as indexed by the IRS for inflation), or up to $11,250 (as indexed by the IRS for inflation) if you are age 60-63 before the end of the year. If your FICA wages in the prior year exceeded $150,000 (indexed by the IRS for inflation), federal law requires that your Catch-Up Contributions be classified as Roth 401(k) Savings Contributions. You may change your Pre-Tax or Roth 401(k) Savings Contributions election at any time by going to www.netbenefits.com or by calling a Fidelity Representative at 1.800.835.5091. (Note: Additional limitations apply for Plan participants residing in Puerto Rico. Contact Fidelity for more information.)

- **Changing Your Savings Contribution Election.** In accordance with Plan Rules, you may elect to change your Pre-Tax or Roth 401(k) Savings Contributions, in 1% increments, at any time. Your elections become effective as soon as administratively possible after your election is received by Fidelity Investments.

- **Vesting Provisions.** Your entire interest in your accounts under the Plan is always 100% vested.

- **Withdrawal Provisions.**

  - You may withdraw up to the balance of your Rollover Account while you are employed with Ecolab.

  - You may make a hardship withdrawal from your Pre-Tax and Roth 401(k) Savings Contributions Account up to the amount of Pre-Tax and Roth 401(k) Savings Contributions made on your behalf to that account, plus earnings credited to your Pre-Tax Savings Contributions Account prior to January 1, 1989, less any amounts previously distributed to you as a hardship withdrawal and the outstanding balance of all Plan loans charged to that account. You may receive a hardship withdrawal if you have an immediate and heavy financial need and the withdrawal is made on account of: (a) expenses for medical care for you, your spouse, your dependents or your beneficiary; (b) purchasing your principal residence (other than mortgage payments); (c) payment of tuition and related educational expenses for the next year of post-secondary education for you, your spouse, your dependents or your beneficiary; (d) to prevent eviction from or foreclosure on your place of principal residence; (e) to pay funeral or burial expenses for your spouse, parent, child, dependent or your beneficiary; (f) to repair casualty damage to your principal residence or (g) for other reasons specified in IRS rulings or regulations as generally applicable hardships.

    To receive a hardship withdrawal, you will first have to take out any other available withdrawal and elect to receive available pass-through dividends.

  - If you are on active military duty for 30 days or more, you may be eligible to withdraw your Pre-Tax and Roth 401(k) Savings Contributions. You cannot make Pre-Tax or Roth 401(k) Savings Contributions (or receive Safe Harbor Matching Contributions) for six months after you receive a military withdrawal.

- Once you reach age 59-1/2, you may withdraw any part or all of your Account while you are employed with Ecolab. Withdrawals will be charged in the following order: After-Tax Savings Contribution Account; Rollover Account; Pre-Tax 401(k) Savings Contribution Account; Matching Account; Profit Sharing Account; and Roth 401(k) Savings Contribution Account. Withdrawals will be made ratably from the investment funds, other than a loan account, in which your Accounts are invested.

- You may elect to have the dividends that are paid on your Ecolab Stock Fund investment paid to you in cash. You can make your election at any time other than during a quarterly blackout period. The election will apply to all future dividends credited to your account until you make a new election. The dividends will be paid at the end of each year.

- You can receive a distribution of your account after you terminate employment with Ecolab and all affiliated organizations.

- If you have a Nalco Company Profit Sharing and Savings Plan Grandfathered Profit Sharing Account, you may request a withdrawal from that Account of up to the lesser of (1) 50% of your available Account balance, or (2) $212,000.

Ecolab retains the right to amend each of the Plans, including the right to change the matching contribution. If Ecolab amends a Plan to change the matching contribution, you will be notified in advance and given an opportunity to change your Pre-Tax and Roth 401(k) Savings Contributions election. You should consult the relevant Plan document and summary plan description for further details regarding your rights under a Plan. This Notice is not intended to, nor should you construe it as, modifying any aspect of a current Plan document and summary plan description.

For additional information or to receive a copy of the Plan's summary plan description, call Fidelity at 1.800.835.5091. You can also access the summary plan description online at www.netbenefits.com.

Updated: August 2026

# Health Insurance Marketplace Coverage Options and Your Health Coverage

Form Approved
OMB No. 1210-0149
(expires 12-31-2026)

## PART A: General Information

Even if you are offered health coverage through your employment, you may have other coverage options through the Health Insurance Marketplace ("Marketplace"). To assist you as you evaluate options for you and your family, this notice provides some basic information about the Health Insurance Marketplace and health coverage offered through your employment.

### What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options in your geographic area.

### Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium and other out-of-pocket costs, but only if your employer does not offer coverage, or offers coverage that is not considered affordable for you and doesn't meet certain minimum value standards (discussed below). The savings that you're eligible for depends on your household income. You may also be eligible for a tax credit that lowers your costs.

### Does Employment-Based Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that is considered affordable for you and meets certain minimum value standards, you will not be eligible for a tax credit, or advance payment of the tax credit, for your Marketplace coverage and may wish to enroll in your employment-based health plan. However, you may be eligible for a tax credit, and advance payments of the credit that lowers your monthly premium, or a reduction in certain cost-sharing, if your employer does not offer coverage to you at all or does not offer coverage that is considered affordable for you or meet minimum value standards. If your share of the premium cost of all plans offered to you through your employment is more than 10.22%[1] of your annual household income, or if the coverage through your employment does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit, and advance payment of the credit, if you do not enroll in the employment-based health coverage. For family members of the employee, coverage is considered affordable if the employee's cost of premiums for the lowest-cost plan that would cover all family members does not exceed 10.22% of the employee's household income.[1][2]

**Note:** If you purchase a health plan through the Marketplace instead of accepting health coverage offered through your employment, then you may lose access to whatever the employer contributes to the employment-based coverage. Also, this employer contribution - as well as your employee contribution to employment-based coverage - is generally excluded from income for federal and state income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis. In addition, note that if the health coverage offered through your employment does not meet the affordability or minimum value standards, but you accept that coverage anyway, you will not be eligible for a tax credit. You should consider all of these factors in determining whether to purchase a health plan through the Marketplace.

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[1] Indexed annually; see https://www.nfp.com/insights/irs-2027-aca-affordability-percentage/ for 2027.

[2] An employer-sponsored or other employment-based health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs. For purposes of eligibility for the premium tax credit, to meet the "minimum value standard," the health plan must also provide substantial coverage of both inpatient hospital services and physician services.

### When Can I Enroll in Health Insurance Coverage through the Marketplace?

You can enroll in a Marketplace health insurance plan during the annual Marketplace Open Enrollment Period. Open Enrollment varies by state but generally starts November 1 and continues through December 15. Outside the annual Open Enrollment Period, you can sign up for health insurance if you qualify for a Special Enrollment Period. In general, you qualify for a Special Enrollment Period if you've had certain qualifying life events, such as getting married, having a baby, adopting a child, or losing eligibility for other health coverage. Depending on your Special Enrollment Period type, you may have 60 days before or 60 days following the qualifying life event to enroll in a Marketplace plan.

In addition, if you or your family members are enrolled in Medicaid or CHIP coverage, it is important to make sure that your contact information is up to date to make sure you get any information about changes to your eligibility. To learn more, visit **HealthCare.gov** or call the Marketplace Call Center at 1.800.318.2596. TTY users can call 1.855.889.4325.

### What about Alternatives to Marketplace Health Insurance Coverage?

If you or your family are eligible for coverage in an employment-based health plan (such as an employer-sponsored health plan), you or your family may also be eligible for a Special Enrollment Period to enroll in that health plan in certain circumstances, including if you or your dependents were enrolled in Medicaid or CHIP coverage and lost that coverage. You have 60 days after the loss of Medicaid or CHIP coverage to enroll in an employment-based health plan. Confirm the deadline with your employer or your employment-based health plan. Alternatively, you can enroll in Medicaid or CHIP coverage at any time by filling out an application through the Marketplace or applying directly through your state Medicaid agency. Visit **https://www.healthcare.gov/medicaid-chip/gettingmedicaid-chip/** for more details.

### How Can I Get More Information?

For more information about your coverage offered through your employment, please check your summary plan description or contact the Ecolab Benefits Center at 1.800.964.0265.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit **HealthCare.gov** for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

# *Your Rights and Protections Against Surprise Medical Bills*

When you get emergency care or are treated by an out-of-network provider at an in-network hospital or ambulatory surgical center, you are protected from surprise billing or balance billing. In these cases, you shouldn't be charged more than your plan's copayments, coinsurance and/or deductible.

## What is "balance billing" (sometimes called "surprise billing")?

When you see a doctor or other health care provider, you may owe certain out-of-pocket costs, like a copayment, coinsurance, or deductible. You may have additional costs or have to pay the entire bill if you see a provider or visit a health care facility that isn't in your health plan's network.

"Out-of-network" means providers and facilities that haven't signed a contract with your health plan to provide services. Out-of-network providers may be allowed to bill you for the difference between what your plan pays and the full amount charged for a service. This is called "balance billing." This amount is likely more than in-network costs for the same service and might not count toward your plan's deductible or annual out-of-pocket limit.

"Surprise billing" is an unexpected balance bill. This can happen when you can't control who is involved in your care—like when you have an emergency or when you schedule a visit at an in-network facility but are unexpectedly treated by an out-of-network provider. Surprise medical bills could cost thousands of dollars depending on the procedure or service.

## You're protected from balance billing for:

### *Emergency services*

If you have an emergency medical condition and get emergency services from an out-of-network provider or facility, the most they can bill you is your plan's in-network cost-sharing amount (such as copayments, coinsurance, and deductibles). You can't be balance billed for these emergency services. This includes services you may get after you're in stable condition, unless you give written consent and give up your protections not to be balanced billed for these post-stabilization services.

### *Certain services at an in-network hospital or ambulatory surgical center*

When you get services from an in-network hospital or ambulatory surgical center, certain providers there may be out-of-network. In these cases, the most those providers can bill you is your plan's in-network cost-sharing amount. This applies to emergency medicine, anesthesia, pathology, radiology, laboratory, neonatology, assistant surgeon, hospitalist, or intensivist services. These providers can't balance bill you and may not ask you to give up your protections not to be balance billed.

If you get other types of services at these in-network facilities, out-of-network providers can't balance bill you, unless you give written consent and give up your protections.

**You're never required to give up your protections from balance billing. You also aren't required to get out-of-network care. You can choose a provider or facility in your plan's network.**

When balance billing isn't allowed, you also have the following protections:

- You're only responsible for paying your share of the cost (like the copayments, coinsurance, and deductibles that you would pay if the provider or facility was in-network). Your health plan will pay any additional costs to out-of-network providers and facilities directly.
- Generally, your health plan must:
    - Cover emergency services without requiring you to get approval for services in advance (also known as "prior authorization").
    - Cover emergency services by out-of-network providers.
    - Base what you owe the provider or facility (cost-sharing) on what it would pay an in-network provider or facility and show that amount in your explanation of benefits.
    - Count any amount you pay for emergency services or out-of-network services toward your in-network deductible and out-of-pocket limit.

**If you think you've been wrongly billed,** you may contact the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) website (http://www.dol.gov/ebsa) or call their toll-free number at 1.866.444.3272.

In addition to federal law, you may have protections available to you through state law. If state law protection is available, contact information will be included on your Explanation of Benefits (EOB) for any applicable services.