Data Processing Addendum

Pursuant to the Employer Benefits Program Terms ("Agreement") between Gen Digital Inc. and its affiliates ("Gen"), and the employer stipulated therein ("Employer") (each a "Party"; collectively the "Parties"), the Parties hereby adopt this Data Processing Addendum ("Addendum"), which will remain in effect for so long as Gen maintains Personal Information (as defined below) pursuant to the Agreement. This Addendum prevails over any conflicting terms of the Agreement.

1. **Definitions**. For the purposes of this Addendum—

   1.1. "Data Protection Legislation" shall mean: (i) the Personal Information Protection and Electronic Documents Act, SC 2000, c 5 ("PIPEDA") or (ii) provincial legislation which applies within a province and has been deemed substantially similar to PIPEDA, including British Columbia's Personal Information Protection Act, Alberta's Personal Information Protection Act, and Québec's An Act Respecting the Protection of Personal Information in the Private Sector.

   1.2. **"Services"** means the services or products provided pursuant to the Agreement.

2. **Roles and Scope.**

   2.1. This Addendum applies only to the collection, retention, use, processing, and disclosure of Personal Information (as defined below) in the course of Gen providing Services to Employer pursuant to the Agreement. Without restricting the generality of the foregoing, each Party shall only process Personal Information for the specific purpose(s) set out in the Agreement, where such Party has obtained the Employee's (as defined below) prior consent, and/or as may otherwise be required by law. "Personal Information" shall mean any identifiable information of Employer's employees (each an "Employee") that Employer transfers to Gen for purposes of enrolling Employer's employees.

   2.2. The Parties acknowledge and agree that each: (i) is an independent data controller; (ii) subject to the terms of this Addendum, will individually determine the purposes and means of its collection; retention, use, processing, or disclosure of Personal Information; and (iii) will comply with its obligations under applicable Data Protection Legislation. In the event that the Services involve Personal Information collected outside of Canada, the Parties will enter into an appropriate data processing addendum for such regions. Neither Party will process Personal Information outside of the United States or Canada.

3. **Restrictions on Processing.**

   3.1. Except as otherwise permitted by applicable law, each Party is prohibited from: (i) selling Personal Information; (ii) retaining, using, or disclosing Personal Information for any purpose other than for the specific purpose of performing the Services specified in the Agreement, including retaining, using, or disclosing Personal Information for a Commercial Purpose other than providing the Services specified in the Agreement; and (iii) retaining, using, or disclosing Personal Information to any third party and/or outside of the direct business relationship between Gen and Employer.

4. **Security.**

   4.1. Each Party hereby represents and warrants that it shall implement and maintain no less than reasonable security procedures and practices, appropriate to the nature of the information, to protect Personal Information from unauthorized access, destruction, use, modification, or disclosure ("Security Incident") and to preserve the security and

confidentiality of Personal Information in accordance with applicable Data Protection Legislation.

4.2. Each Party will notify the other Party as soon as possible of any potential or actual loss of Personal Information and/or any breach of the technical and/or organizational measures taken, but, in any event, within 48 hours after identifying any potential or actual loss and/or breach.

4.3. Parties will take appropriate measures to address any Security Incident, and provide each other with reasonable assistance as required to facilitate the handling of any Security Incident.

4.4. Each Party shall ensure that persons authorized to process Personal Information are bound to maintain the confidentiality of such information.

5. **Data Subject Rights.**

5.1. The Parties are, in their roles as separate data controllers, individually responsible for fulfilling the rights of Employees regarding the processing of Personal Information transferred under this Addendum.

6. **Personal Information Quality.**

6.1. Each Party shall ensure that any Personal Information it shares with the other Party is accurate and kept up to date, and shall take reasonable steps to ensure that Personal Information that is inaccurate is erased or rectified without delay.

6.2. Each Party will notify the other Party without undue delay if such Party becomes aware of inaccuracies in any Personal Information such Party has shared with the other Party, or that any such Personal Information has become outdated.

7. **Sale of Information.**

7.1. The Parties acknowledge and agree that the exchange of Personal Information between the Parties does not form part of any monetary or other valuable consideration exchanged between the Parties with respect to the Agreement or this Addendum.

8. **Personal Information Retention; Documentation**

8.1. Parties shall not retain or process Personal Information for longer than is necessary to carry out their respective obligations as set out in the Agreement and this Addendum.

8.2. Notwithstanding Section 9.1 above, the Parties shall only retain Personal Information in accordance with applicable law, and/or in accordance with that Party's data retention schedule.

8.3. Each Party shall be able to demonstrate compliance with its obligations under this Addendum, including without limitation by keeping appropriate documentation of any processing activities carried out under such Party's responsibility.

9. **Certification.**

9.1. Employer hereby certifies that Employer understands the restrictions and requirements in this Addendum and will comply with them.

Gen Digital Inc.	Employer
Name:	Name:
Title:	Title:
Address:	Address:
Signature:	Signature:
Date:	Date: