

GEN PREMIUM-ONLY PLAN

Plan Document

**Amended and Restated Effective
January 1, 2023**

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1. INTRODUCTION

Symantec Corporation previously established and maintained the Symantec Corporation Premium-Only Plan. In 2019, Symantec Corporation sold a portion of its assets and changed its corporate name to NortonLifeLock Inc. (“NortonLifeLock”). Effective November 4, 2019, all references to Symantec Corporation were changed to NortonLifeLock and the name of the Symantec Corporation Premium-Only Plan change to the NortonLifeLock Premium-Only Plan. In 2022, NortonLifeLock changed its corporate name to Gen Digital Inc. (“Gen”). Effective November 7, 2022, all references to NortonLifeLock were changed to Gen and the name of the NortonLifeLock Premium-Only Plan changed to the Gen Premium-Only Plan (the “Plan”).

This Plan is hereby amended and restated effective January 1, 2023. The Plan is maintained for the exclusive benefit of Employees. Each Employer intends that the Plan terms, including those relating to coverage and benefits, are legally enforceable.

This Plan is intended to be a “cafeteria plan” within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and is to be interpreted accordingly.

2. DEFINITIONS

The following terms, when capitalized, shall have the following meanings, unless a different meaning is clearly required by the context. Masculine pronouns include the feminine, plural nouns include the singular, and vice versa, except where the context indicates otherwise.

Administrator means Gen.

COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and the regulations thereunder.

Code means the Internal Revenue Code of 1986, as amended, and the regulations thereunder.

Component Plan means a component plan under the Gen Group Welfare Benefits Plan. A Component Plan may be partially or fully insured by an independent third party or self-funded by the Employer.

Dependent means any individual who qualifies as a dependent under Code Section 152 (as modified by Code Section 105(b)). For purposes of any Qualified Benefit that constitutes a “group health plan” within the meaning of ERISA Section 607, any child of a Participant who is determined to be an alternate recipient under a qualified medical child support order under ERISA Sec. 609 shall be considered a Dependent under this Plan. For purposes of any Qualified Benefit that is subject to the Patient Protection and Affordable Care Act of 2010, as amended, a Participant's child shall be considered a Dependent until the end of the calendar year in which the child reaches the limiting age of 26, without

regard to student status, marital status, financial dependency or residency status with the Employee or any other person. A Participant's "child" includes his/her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means, with respect to adoption, the assumption and retention by such Participant of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced. The term "foster child" means a child placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

Effective Date means January 1, 2023, the date of this amendment and restatement, except as otherwise provided herein or required by law.

Employee means any person reported on the payroll records of the Employer as a common law employee of the Employer. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors. Notwithstanding the foregoing, Employee shall not include (A) any employee of the Employer who is a member of a collective bargaining unit covered under a collective bargaining agreement unless the collective bargaining agreement provides for the Employee's participation in the Plan; (B) any leased employee as defined under Code Section 414(n); (C) any person who is not classified by the Employer as a common law employee, notwithstanding the later reclassification by a court or any administrative agency of the person as a common law employee of the Employer; (D) any person classified by the Employer as a temporary employee, seasonal employee, casual employee or intern; (E) any nonresident aliens with no U.S. source income; or (F) any U.S. expatriate who is working for an overseas affiliate of an Employer but who is treated as a "localized worker" on the books and records of such Employer.

Employer means Gen or any affiliated or subsidiary corporation or business organization of Gen that, with the consent of Gen, shall agree to become a party to this Plan.

ERISA means the Employee Retirement Income Security Act of 1974, as amended, and the regulations thereunder.

Participant means any Employee who has satisfied the eligibility requirements for the membership in the Plan as provided under Article 3, who has elected to participate in the Plan as provided under Article 4, and whose membership has not ceased as provided therein.

Plan means the Gen Premium-Only Plan and all authorized amendments.

Plan Year means the twelve-(12) month period beginning on each January 1 and ending on December 31.

Qualified Benefit means a benefit option under a Component Plan made available to an Employee under the Gen Group Welfare Benefits Plan, but limited to a Component Plan that (i) offers health or accident benefits, (ii) is not a flexible spending account, and (iii) in which participation is elective.

Salary Reduction Contributions means the Participant contributions made to the Plan by the Employers on behalf of Participants, pursuant to salary-reduction agreements between each Participant and his Employer. Such contributions shall be made on a pre-tax basis; provided, however, that such contributions shall be made on an after-tax basis for any Participant who is a bona fide resident of Puerto Rico as described in Section 937 of the Code.

Sponsor means Gen.

Spouse means an individual who is legally married to a Participant as determined under applicable State law (and who is treated as a spouse under the Code).

3. ELIGIBILITY

3.1. **Eligible Employees.** An Employee is eligible if he is a full-time or part-time regular employee scheduled to work at least twenty (20) hours per week for the Employer (as determined by the Employer) and meets the eligibility requirements for a Benefit. Notwithstanding the foregoing, each Employee's eligibility for coverage under a Component Plan, as provided in Article 5, shall be determined solely by reference to the terms and provisions of the respective written policies and plan documents for each Component Plan.

3.2. **Commencement of Participation.** An individual may become a Participant as of the first day the individual is an Eligible Employee.

3.3. **Termination of Participation.** Each Participant shall remain a Participant until the later of (A) the date he ceases to satisfy the eligibility conditions of the Benefits with respect to which he may make elections under the Plan, (B) the date he ceases to receive a Benefit because he has failed to make the required contributions with respect to such Benefit, or (C) the date on which this Plan is terminated.

3.4. **Rehired Participants.**

A. If a Participant who is terminated returns to the employ of an Employer during the same Plan Year and within 30 days of his termination date, the elections that were in place prior to his termination shall be reinstated and he shall not be permitted to execute new elections for the remaining portion of the Plan Year, except as described in Article 4. Upon the reinstatement

of the elections, the amount of the Participant's Salary Reduction Contributions to be withheld from each payroll period shall be recalculated, as necessary, to reflect the originally-elected amount.

- B. If a Participant who is terminated returns to the employ of the Employer during the same Plan Year, but more than 30 days after his termination date, he shall be permitted to execute new benefit elections for the remaining portion of the Plan Year.

4. ELECTIONS

- 4.1 **Elections Generally.** An Eligible Employee must elect to enroll or decline enrollment in each Qualified Benefit for which the Employee is eligible. If an Eligible Employee enrolls in a Qualified Benefit, the Eligible Employee is a Participant in this Plan and shall enter into a salary-reduction agreement with the Employer. In the salary reduction agreement, the Participant shall elect to reduce his compensation, either on a pre-tax or a post-tax basis, by the amount of the Elective Contribution required for the Qualified Benefits selected by the Participant.
- 4.2 **Initial Elections.** A Participant shall have the opportunity to make an initial election effective on the date he or she first becomes an Eligible Employee. These initial elections shall be made on an election form or through an election process provided by the Administrator, within the time period specified by the Administrator, and shall remain in effect for the remainder of the Plan Year until changed by the Participant, subject to the limitations described in this Article. A Participant who fails to return a complete and timely election shall be deemed to have enrolled in certain Qualified Benefits, as specified in the Gen Group Welfare Benefits Plan, and shall be deemed to have authorized a salary reduction equal to 100% of the Participant's share of the premiums for Qualified Benefits in which the Participant has enrolled.
- 4.3 **Annual Elections.** Before the beginning of each Plan Year, a Participant shall have the opportunity to change his elections with respect to Qualified Benefits and his salary-reduction agreement, such change to be effective on the first day of the next Plan Year (January 1). Such changes shall be made on an election form or through an election process provided by the Administrator, within the time period specified by the Administrator, and shall remain in effect for the remainder of the Plan Year until changed by the Participant, subject to the limitations described in this Article. A Participant who fails to return a complete and timely election shall be deemed to have enrolled in certain Qualified Benefits, as specified in the Gen Group Welfare Benefits Plan, and shall be deemed to have authorized a salary reduction equal to 100% of the Participant's share of the premiums for Qualified Benefits in which the Participant has enrolled.

4.4 Change of Elections. A Participant's elections are irrevocable for the duration of the Plan Year to which it relates, except as set forth in this Section. A Participant will be permitted to change his elections for the remainder of a Plan Year only if the status change event occurs prior to December 1st of the Plan Year:

A. ***Cost Changes.*** If the cost of a Qualified Benefit increases or decreases during the Plan Year, the Participant's Salary Reduction Contributions shall be automatically increased or decreased in the amount specified by the Employer. Notwithstanding the foregoing, however, if the cost charged to the Participant for a Qualified Benefit significantly increases or significantly decreases (as determined by the Administrator) during the Plan Year, the Participant may make a corresponding change in his Salary Reduction Contributions. In the case of a significant decrease in cost, an Eligible Employee who chose not to participate in the Plan may revoke his prior election and may elect to commence participation in the Plan on a prospective basis. Alternatively, in the case of a significant increase in cost, a Participant may revoke his election solely as it applies to such Qualified Benefit and, in lieu thereof, elect either: (a) to receive, on a prospective basis, coverage under another Qualified Benefit providing similar coverage or (b) to drop coverage under the Qualified Benefit, if no other Benefit providing similar coverage is available, and in either case, the Participant may make a corresponding change in his Salary Reduction Contributions.

B. ***Coverage Changes.***

(1) If a Participant, Spouse or Dependent has a significant curtailment of coverage under any Qualified Benefit during a Plan Year that is not a "Loss of Coverage" (as determined by the Administrator), the affected Participant may revoke his election solely as it applies to such Qualified Benefit and, in lieu thereof, elect to receive, on a prospective basis, coverage under another Qualified Benefit with similar coverage.

(2) If a Participant, Spouse or Dependent has a significant curtailment of coverage that is a Loss of Coverage under any Qualified Benefit during a Plan Year (as determined by the Administrator), the affected Participant may revoke his election solely as it applies to such Qualified Benefit and, in lieu thereof, elect either (i) to receive, on a prospective basis, coverage under another Qualified Benefit with similar coverage or (ii) to drop coverage under the Qualified Benefit, if no Qualified Benefit with similar coverage is available.

(3) If a new Qualified Benefit is added during a Plan Year, or if coverage under an existing Qualified Benefit is significantly improved during the Plan Year (as determined by the Administrator), a Participant or Eligible Employee may revoke his

prior election and, in lieu thereof, elect to receive, on a prospective basis, coverage under the new or improved Qualified Benefit.

- (4) For all purposes of this Subsection B, a “Loss of Coverage” means a complete loss of coverage under a Qualified Benefit, including (i) the elimination of a Qualified Benefit; (ii) a health maintenance organization ceasing to be available in the area in which a Participant resides; (iii) a Participant losing all coverage under a Qualified Benefit by reason of an overall lifetime or annual limitation; (iv) a substantial decrease in the medical care providers available under a Qualified Benefit that is a group health plan; (v) a reduction in the benefits for a specific type of medical condition or treatment with respect to which a Participant, or his Spouse or Dependent is currently in a course of treatment; and (vi) any other similar fundamental loss of coverage.

C. ***Change in Coverage under Another Employer Plan.*** A Participant may make a prospective election change if it is on account of and corresponds with a change made under another employer’s plan or another Employer plan, if:

- (1) The other cafeteria plan or qualified benefits plan permits participants to make an election change that would be permitted under Treas. Reg. Sections 1.125-4(b)-(g) (disregarding Section 1.125-4(f)(4)); or
- (2) This Plan permits Participants to make an election for a period of coverage that is different from the period of coverage under the other cafeteria plan or qualified benefits plan.

D. ***Loss of other Group Health Coverage.*** A Participant may elect, on a prospective basis, to add coverage under Qualified Benefit that is a group health plan, if the Participant, his Spouse, or a Dependent loses coverage under any group health coverage sponsored by a governmental or educational institution, including the following:

- (1) A children’s health insurance program (CHIP) under Title XXI of the Social Security Act;
- (2) A medical care program of an Indian Tribal Government (as defined in Section 7701(a)(40) of the Code), the Indian Health Service, or a tribal organization;
- (3) A State health benefits risk pool; or
- (4) A Foreign government group health plan.

E. ***Certain Changes in Status.*** A change in status shall mean:

- (1) Events that change the Participant's legal marital status, including the following: marriage; death of the Participant's Spouse; divorce; legal separation; and annulment;
- (2) Events that change the Participant's number of Dependents, including the following: birth; death; adoption; and placement for adoption;
- (3) Events that change the employment status of the Participant or of his Spouse or of his Dependents, including the following: the reduction or increase in hours of employment (including a switch between part-time and full-time); the termination or commencement of employment; a strike or lockout; a commencement of, or return from an unpaid leave of absence; a change in worksite; or a switch between salaried and hourly-paid;
- (4) An event that causes the Participant's Dependent to satisfy or cease to satisfy eligibility requirements for coverage due to attainment of age, student status, or any similar circumstance; and
- (5) A change in the place of residence or work of the Participant or his Spouse or Dependent.

No change in election shall be permitted under this subparagraph (E), unless the Participant notifies the Administrator in writing of the change in status and makes a new election within 31 days of the event constituting the change in status. Notwithstanding the foregoing, in the case of a birth, adoption, placement for adoption, or divorce, the Participant shall have up to 60 days after the birth, adoption, placement for adoption, or divorce to notify the Administrator in writing of the change in status and make a new election. Any change in election must be consistent with the change in status.

F. *Special Enrollment Rights.*

- (1) A Participant may change his election with respect to the current Plan Year if the change is on account of a special enrollment right provided in Section 9801(f) of the Code. No change in election shall be permitted under this subparagraph (1), unless the Participant notifies the Administrator in writing of the special enrollment right within 31 days of the event giving rise to the special enrollment right.
- (2) A Participant may change his election to commence or increase coverage if the Participant, Spouse or Dependents, becomes eligible

for premium assistance under Medicaid or the Children's Health Insurance Program ("CHIP"), or if they lose eligibility for coverage under Medicaid or CHIP. No change in election shall be permitted under this subparagraph (2), unless the Participant notifies the Administrator in writing within 60 days of gaining eligibility for premium assistance or losing eligibility for Medicaid or CHIP.

- G. ***Qualified Medical Child Support Orders and Other Orders.*** The Administrator may change a Participant's benefit election with respect to the remaining portion of the Plan Year if such new election is pursuant to a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (which may or may not constitute a qualified medical child support order that meets the requirements of Section 609(a)(2)(A) of ERISA) that requires accident or health coverage for the Participant's child. Similarly, the Participant may execute a new election to cancel coverage for the child if the judgment, decree or order requires the former Spouse to provide such coverage, and such coverage is, in fact, provided.
- H. ***Entitlement to Medicare or Medicaid.*** A Participant (or Eligible Employee) may change his election with respect to the remaining portion of the Plan Year if the change is because of and corresponds to the Participant, Spouse, or Dependent gaining or losing entitlement to coverage under Part A or Part B of Title XVIII of the Social Security Act (Medicare), or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines).
- I. ***Change in Election Due to COBRA.*** To the extent permitted by the Administrator, a Participant may change his elections in order to pay for COBRA continuation coverage under a Qualified Benefit.
- J. ***Revocation Due to Reduction in Hours of Service.*** A Participant may revoke his election with respect to a Qualified Benefit that is a group health plan offering minimum essential coverage, if (A) the Participant is enrolled in such plan, (B) the Participant's employment status changes from one in which the Participant was reasonably expected to average at least 30 hours of service per week, to one in which the Participant will reasonably be expected to average less than 30 hours of service per week, and (C) the Participant represents that he (and any other individuals enrolled in such benefit plan) has enrolled or intends to enroll in another plan that provides minimum essential coverage, effective no later than the first day of the second month in which the revocation occurs.
- K. ***Revocation Due to Enrollment in a Qualified Health Plan.*** For purposes of this paragraph, "Qualified Health Plan" has the same meaning set forth

in Section 1301 of the Affordable Care Act, and the term “Exchange” has the same meaning as an “American Health Benefit Exchange” established under Section 1311 of the Affordable Care Act. A Participant may revoke his election with respect to a Qualified Benefit that is a group health plan offering minimum essential coverage, if (A) the Participant is enrolled in such group health plan, (B) the Participant represents that he (and any other individuals enrolled in such group health plan) have an enrollment opportunity for a Qualified Health Plan through an Exchange (whether through a Special Enrollment Period or the Exchange’s annual open enrollment period), and (C) the Participant represents that he (and any other individuals enrolled in such group health plan) has enrolled or intends to enroll in a Qualified Health Plan for coverage that will be effective no later than the day immediately following the date on which coverage ceases under the benefit plan.

- L. **Other.** To the extent permitted by the Administrator, a Participant may revoke his current benefit election if the Administrator determines such a revocation (and, if applicable, the filing of a new election) during a Plan Year is permissible under regulations and rulings of the Internal Revenue Service.

Except as specifically provided in subparagraphs (E) and (F)(2), no election change shall be permitted under this Section 4.4 unless the Participant (or Eligible Employee) provides notice to the Administrator within 31 days of the event. An election change shall take effect no later than the beginning of the first pay period to which the salary reduction agreement applies, and prior to the time the compensation is deemed to be received by the Participant. In no event shall a Participant’s election form or salary reduction agreement apply retroactively, except to the extent permitted under the Code.

4.5 FMLA.

- A. Any Participant who takes a leave of absence pursuant to the Family Medical Leave Act of 1993, as amended, and the regulations thereunder (“FMLA Leave”), may revoke his elections relating to a Qualified Benefit that is a group health plan.
- B. If the Participant revokes coverage pursuant to subsection (A) above, then upon return from FMLA Leave, the Participant shall have the right, to the extent required under the FMLA, to be reinstated on the same terms as prior to taking the FMLA Leave.
- C. A Participant who elects to continue coverage under a Qualified Benefit during an unpaid FMLA Leave shall pay his or her portion of the premiums for such coverage by one of the following payment methods, which if offered by the Administrator must be offered on a nondiscriminatory basis:

- (1) remitting payment to the Employer on a regular basis during the leave; or
- (2) prepaying the amounts that will become due during the leave period; or
- (3) having the Employer advance the contributions on behalf of the Participant. However, when the Participant returns from FMLA Leave, he must re-pay the Employer. If this method of payment is offered and elected, it must be agreed upon in advance of the leave of absence by the Participant and the Employer.

Payments made under subparagraph (1) shall be made on an after-tax basis. Payments made under subparagraphs (2) and (3) may be Salary Reduction Contributions or may be made on an after-tax basis, pursuant to procedures established by the Administrator.

- D. Notwithstanding the foregoing, to the extent an Employer is subject to state family and medical leave requirements that are not preempted by Federal law, such requirements shall govern where applicable.

4.6 USERRA. A Participant who is absent from employment with his Employer on account of being in “uniformed service”, as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”) may elect to continue participation in the Plan. The coverage period shall extend for the lesser of 24 months or until the Participant fails to apply for reinstatement or to return to employment with the Employer. The Participant shall be responsible for making the required contributions during the period in which he or she is in “uniformed service”. The manner in which such payments are made shall be determined by the Plan Administrator, in a manner similar to that of FMLA Leave.

4.7 Changes by Administrator. If the Administrator determines that the Plan will fail to satisfy any nondiscrimination requirement for a Plan Year or any limitation-on-benefits requirement imposed by the Code, the Administrator shall reduce the benefits of the Participants affected by such requirements, under rules uniformly applicable to similarly situated Participants, to assure compliance with such requirement. Such action may include a modification of elections by Participants with or without the consent of such Participants. The Administrator shall first reduce Participants’ benefits to satisfy any limitation-on-benefits requirement. Such benefits (and contributions) shall be proportionally reduced for all affected Participants and those Participants similarly situated to the affected Participants, until the Plan satisfies the nondiscrimination requirement. If the foregoing actions do not enable the Plan to comply with the nondiscrimination requirement, then the affected Participants shall cease to be Participants in the Plan for the remainder of the Plan Year.

4.8 Continuation Coverage. A Participant, Spouse, domestic partner of a Participant, or Dependent shall be entitled to continuation coverage under a Qualified Benefit that is a group health plan, but only to the extent required under, and in accordance with, Section 4980B of the Code.

4.9 Salary Reduction Contributions.

- A. The amount of Salary Reduction Contributions that are permitted or required with respect to each Qualified Benefit will be determined from time to time by the Sponsor, in its sole discretion. A Participant who elects a Qualified Benefit requiring Salary Reduction Contributions, by submitting a benefits enrollment form, must also complete a salary-reduction agreement between the Participant and his Employer, whereby he elects to reduce his compensation, before or after taxes, by the amount of the Elective Contribution required for the coverage selected.
- C. The amount of Salary Reduction Contributions for a Plan Year will be divided by the total number of payroll periods in that Plan Year, and the resulting amount will be allocated to the benefits offered under the Plan during each payroll period of the Plan Year.
- D. No Salary Reduction Contributions will be allocated to a Qualified Benefit either before an Employee becomes a Participant or after an Employee becomes a Participant, except as permitted under COBRA. Upon a Participant's termination of employment, any Salary Reduction Contributions that have been withheld from the Participant's payroll, which relate to payments for Qualified Benefits for periods following the date of such Participant's termination of employment, will be reimbursed to the former Participant by the Employer.

5. PREMIUMS FOR QUALIFIED BENEFITS

5.1. Coverage. Where a Participant has elected coverage under a Qualified Benefit, the Participant's share of the premiums for such coverage will be paid out of the Participant's Salary Reduction Contributions. Notwithstanding the foregoing, to the extent permitted by Article 4, a Participant may pay for COBRA premiums, premiums in conjunction with unpaid FMLA leave, or premiums in conjunction with unpaid USERRA leave with after-tax contributions that are not Salary Reduction Contributions.

5.2. Controlling Provisions Relating to Continuing Participation and Benefits. The extent to which an Employee may be eligible to participate in a Qualified Benefit or to receive any benefit thereunder shall be determined solely by reference to the terms and provisions of the respective written policies and plan documents for such Qualified Benefit.

6. PLAN ADMINISTRATION

6.1. Administrative Powers and Duties of the Plan Administrator. The Plan shall be administered by the Administrator. The Administrator may delegate any of its duties or powers at any time, including, but not limited to, a delegation of its discretionary authority under this Article 7, to a person or persons who are employees of the Sponsor or any other Employer, or to a third-party administrator selected by the Administrator. The Administrator shall have the right to change its delegates from time to time, or to take over functions previously delegated, all without cause. The Administrator may allow the entities to which it delegates its duties or powers to further delegate such duties or powers. The Administrator shall have the following administrative responsibilities and authority with respect to the Plan:

- A. Make such uniform and nondiscriminatory rules and regulations for the administration and interpretation of the Plan as are not inconsistent with the terms hereof or of applicable law.
- B. Establish and maintain records appropriate to permit the Plan to be administered according to its terms and requirements of applicable law.
- C. Establish in writing a claims procedure in accordance with regulations of the Secretary of Labor.
- D. Prepare and file or otherwise disseminate all reports, filings and documents required in order to comply with the reporting and disclosure obligations imposed upon the Plan by ERISA, the Code, and all other applicable laws or regulations.
- E. Employ one or more persons, including counsel, accountants and consultants, to perform such duties as may from time to time be required and to render advice upon request with regard to any matters arising under the Plan.
- F. Construe and interpret, in its sole discretion, the terms and provisions of the Plan, and decide any matters arising hereunder in the administration and operation of the Plan, including all questions of eligibility, participant, and benefit entitlements.
- G. Appoint committees, and delegates thereto, such of its powers as it shall determine.
- H. Take all other steps deemed necessary to properly administer the Plan in accordance with its terms and the requirements of applicable law.

The Administrator's determinations on all such matters shall be applied in a uniform manner to all Employees and Participants similarly situated. To the maximum extent possible, the Administrator's determinations on all such matters shall be final and binding upon all persons involved. Any interpretation or determination made pursuant to such discretionary authority shall be upheld on review unless it is shown that the interpretation or determination was arbitrary and capricious.

- 6.2. **Consultations and Reliance.** The Administrator shall be entitled to rely upon all tables, valuations, certificates, opinions and reports furnished by health care providers which furnish benefits to Participants or by counsel, accountants or consultants retained by or on behalf of the Plan; and the Administrator shall be protected to the extent permitted by applicable law in respect of any action taken or permitted by the Administrator in good faith in reliance upon any such tables, valuations, certificates, opinions and reports and all actions so taken or permitted shall be conclusive upon the Administrator and upon all persons having or claiming to have any interest in or under the Plan to the extent permitted by law.
- 6.3. **Expenses of the Administrator.** Any Employees serving the Administrator shall serve without compensation for their services as such, but all expenses of the Administrator shall be paid or reimbursed by the Employers. Any Employees serving the Administrator shall be indemnified by the Employers against expenses reasonably incurred by them in connection with any action to which they may be party by reason of their service as Administrator except in relation to matters as to which they shall be adjudged in such action to be liable for gross negligence or willful misconduct in the performance of their duty. The foregoing right to indemnification shall be in addition to such other rights as such Employees may enjoy as a matter of law or by reason of insurance coverage of any kind. Rights granted hereunder shall be in addition to and not in lieu of any rights to indemnification to which such Employees may be eligible pursuant to the articles of incorporation or by-laws of the Sponsor or any Employer.
- 6.4. **Paperless Communications.** Notwithstanding anything contained herein to the contrary, the Administrator may from time to time establish uniform procedures whereby with respect to any or all instances herein where a writing is required, including but not limited to any required written notice, election, consent, authorization, instruction, direction, designation, request or claim, communication may be made by any other means designated by the Administrator, including by paperless communication, and such alternative communication shall be deemed to constitute a writing to the extent permitted by applicable law, provided that such alternative communication is carried out in accordance with such procedures in effect at such time.
- 6.5. **Self-Interest.** No Employee or Participant, while exercising any authority or responsibility of the Administrator, shall take part in decisions that deal specifically

with his rights under the Plan, but this shall not preclude his participation in decisions affecting Participants generally.

7. MULTIPLE EMPLOYER PROVISIONS

7.1. **Sponsor as Agent of Employers.** As among the Employers, the Sponsor shall have exclusive authority over all matters relating to the administration of the Plan and shall have sole authority to enforce the terms of the Plan, as agent, on behalf of any other Employer that has at any time adopted this Plan.

7.2. **Termination by Individual Employer.** Any individual Employer shall have the right to terminate the Plan as to its own Employees. Any such termination of participation by an Employer under the Plan shall operate only as to the Employees of the Employer so terminating.

8. AMENDMENTS TO OR TERMINATION OF THE PLAN

The Sponsor reserves the right to amend or terminate the Plan, in whole or in part, as it shall determine, in its sole discretion, to be necessary and appropriate. Except as otherwise specifically provided, any amendment or termination shall apply with respect to all Employers, and copies of any amendment or termination shall be provided by the Sponsor or Administrator to all Employers. Run-out claims will be processed for (90) ninety days following the effective date of the termination of the Plan (or such longer period as may be established by the Sponsor).

9. MISCELLANEOUS

9.1. **Rights of Employees.** The establishment of the Plan, and any distributions from the Plan shall not be construed as giving to any current or former Employee, Participant or Beneficiary any legal or equitable rights against the Sponsor, any Employer, the Administrator, nor any employees, officers, directors or shareholders of any of them as such. Nothing in this document requires the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant. No Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made. Nothing herein contained shall be deemed to give any Employee the right to be retained in the employ of an Employer or to interfere with the right of an Employer to discharge such Employee at any time, nor shall it be deemed to give an Employer the right to require the Employee to remain in its employ, nor shall it interfere with the Employee's right to terminate his employment at any time.

9.2. **Right of Recovery.** Whenever payments have been made with respect to allowable expenses in excess of the maximum amount permitted under the Plan or the Plan has made erroneous payments, the Administrator has the right to recover such excess or erroneous payments. If a Participant, Spouse or Dependent is paid a benefit that is greater than that allowed by the Plan or an erroneous payment, he or

she will be asked to refund the overpayment. If not received from the individual, the Administrator shall be entitled to take such action as the Administrator shall deem necessary and equitable to correct such error including deducting the overpayment or erroneous payment from future benefit payments.

- 9.3. No Oral Modifications.** A Participant shall not rely on any oral statement from the Administrator or his delegate to modify or otherwise affect the Benefits provided under, or other terms of, the Plan. No oral statements shall be used in the prosecution or defense of a claim under the Plan.
- 9.4. Notice of Address.** Each person entitled to benefits under the Plan must file with the Administrator, in writing, his post office address and each change of post office address. Any communications, statement or notice addressed to such person at such address shall be deemed sufficient for all purposes of the Plan, and there shall be no obligation on the part of the Employers or the Administrator to search for or to ascertain the location of such person. If the Administrator is unable to make payment to any person entitled to a benefit under the Plan because they are unable to locate such person, then such payment and all subsequent payments otherwise due to such person shall be forfeited following a reasonable time after the date any such payment first became due.
- 9.5. Data.** Each person entitled to benefits under the Plan must furnish to the Administrator such documents, evidence, or other information, as the Administrator considers necessary or desirable for the purposes of administering the Plan or to protect the Plan. The Administrator shall be entitled to rely on representations made by Employees with respect to age, marital status and other personal facts, unless it knows said representations are false.
- 9.6. Payments to Incompetent or Deceased Participants.** If it shall be found that (A) a person entitled to receive any payment under the Plan is physically or mentally incompetent to receive such payment and to give a valid release therefore, and (B) another person or an institution is then maintaining or has custody of such person, and no guardian, committee or other representative of the estate of such person has been duly appointed by a court of competent jurisdiction, the payment may be made to such other person or institution referred to in (B) above, and the release of such other person or institution shall be a valid and complete discharge for the payment. If a Participant to whom a payment is due is deceased, the Administrator shall make the payment to the Participant's estate.
- 9.7. Restrictions on Alienation.** No benefit payable under the Plan to any person shall be subject to any manner of anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any person nor shall it be subject to attachment or legal process for, or against, any person, and the same shall not be recognized under the Plan, except to such extent as may be required by law.

- 9.8. **Headings.** The headings of the Plan are inserted for convenience and reference only and shall have no effect upon the meaning of the provisions hereof.
- 9.9. **Construction.** The Plan shall be construed, regulated and administered under the laws of the State of California (excluding the choice-of-law rules thereof), except that if any such laws are superseded by any applicable Federal law or statute, such Federal law or statute shall apply.
- 9.10. **Exclusion and Severability.** Each provision hereof shall be independent of each other provision hereof and if any provision of the Plan proves to be, or is held by any court, or tribunal, board or authority of competent jurisdiction to be void or invalid as to any Participant or group of Participants, such provision shall be disregarded and shall be deemed to be null and void and not part of the Plan. However, such invalidation of such provision shall not otherwise impair or affect the Plan or any of the other provisions or terms hereof.
- 9.11. **Liability Limited.** Neither the Sponsor, any Employer, the Administrator, nor any Employees, officers, directors or shareholders of any of them, shall have any liability or responsibility with respect to this Plan, except as expressly provided in the Plan.
- 9.12. **Cooperation of Parties.** Any party claiming any interest under this Plan agrees to perform any acts and execute any documents that are necessary or desirable for carrying out any of this Plan's provisions.
- 9.13. **Funding.** The benefits under the Plan may be funded by the Employer's general assets, by Employee contributions, or by some combination of these. Contributions are established by the Sponsor. The Sponsor reserves the right to modify the cost sharing of contributions between the Employer and Participants, in such amounts as the Company in its absolute discretion shall determine from time to time.
- 9.14. **No Guarantee of Tax Consequences.** Neither the Employer nor the Administrator makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or Beneficiary will be excludable from the gross income of such person for federal or state income tax purposes or that any other federal or state tax treatment will apply to or be available to any Participant or Beneficiary. It shall be the obligation of each Participant and Beneficiary to determine whether any payment under the Plan is excludable from gross income for federal and state income tax purposes and to take appropriate action if there is reason to believe that any payment or amount withheld is not excludable. Neither the Employer nor the Administrator is liable for any taxes or penalties owed by any Participant or Beneficiary with respect to such amounts.
- 9.15. **Payments Due Minors or Incapacitated Persons.** If any person entitled to a payment under the Plan is a minor, or if the Administrator determines that any such person is incapacitated by reason of physical or mental disability, whether or not legally adjudicated as incompetent, the Administrator shall have the power to cause

the payment to be made to another for his benefit, without responsibility of the Administrator, the Employer, or any other person or entity to see to the application of such payment. Payments made pursuant to this power shall operate as a complete discharge of the Administrator, the Employer and the Plan.

IN WITNESS WHEREOF, this Plan document is hereby executed this 25th day of June, 2023.

Gen Digital Inc.

By 

Kathy Marquez
Head of Global Benefits