

GEN COMMUTER SPENDING ACCOUNT PLAN

Plan Document

**Amended and Restated Effective
January 1, 2024**

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1. INTRODUCTION

Symantec Corporation previously established and maintained the Symantec Commuter Spending Account 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 Commuter Spending Account Plan changed to the NortonLifeLock Commuter Spending Account 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 Commuter Spending Account Plan change to the Gen Commuter Spending Account Plan (the “Plan”).

The Plan is hereby amended and restated effective January 1, 2024. The Plan is intended, and shall be interpreted and administered, to qualify as a “qualified transportation fringe” benefit plan under Section 132(f) of the Code (as defined below) and the regulations issued thereunder. The sole purpose of this Plan is to provide benefits to eligible Employees.

In the event that the terms or provisions of any summary or description of this Plan, or of any other instrument, are interpreted as being in conflict with the provisions of the Plan as set forth in this document, the provisions of this Plan shall be controlling.

Gen reserves the right to unilaterally, at any time and at its sole discretion, amend, supplement, modify or eliminate the Plan in its entirety.

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.

Code means the Internal Revenue Code of 1986, as amended, and any regulations or interpretations issued thereunder.

Commuter Spending Account means a Transportation Spending Account or a Parking Spending Account established for a Participant under this Plan.

Employee means a person who 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). Notwithstanding the foregoing, Employee shall not include: (i) 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; (ii) any leased employee as defined under Code Section 414(n); (iii) 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; (iv) any person classified by the Employer as a temporary employee, seasonal employee or intern; or (v) any nonresident aliens with no U.S. source income. Notwithstanding the foregoing, "Employee" shall include any individual to whom the Employer is required to provide qualified transportation benefits under applicable state or local law,

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.

Gen means Gen Digital, Inc. and any successor entity.

Parking Spending Account means a Commuter Spending Account established under the Plan for reimbursement of Qualified Parking expenses.

Participant means an Employee who meets the requirements for participation specified in Section 3.1 and has elected to participate in the Plan in accordance with the procedures described in Section 3.2.

Plan means the Gen Commuter Spending Account Plan, set forth herein, as amended from time to time.

Plan Administrator means Gen.

Plan Month means a calendar month.

Qualified Mass Transit means mass transit facilities (i.e. bus, train, subway, ferry) if such transportation is in connection with travel between the Participant's residence and place of employment with Employer. This includes expenses for any pass, token, farecard or similar item that entitles the Participant to such transportation or mass transit facilities (whether or not publicly owned).

Qualified Parking means parking provided to a Participant on or near the business premises of the Employer or on or near a location from which the Participant commutes to work (including by carpool, commuter highway vehicle, mass transit facilities or transportation provided by any person in the business of transporting persons for compensation or hire in a commuter highway vehicle). Such term shall not include any parking on or near the property used by the Participant for residential purposes.

Qualified Commuter Expense means an expense for Qualified Parking or Qualified Mass Transit as permitted under Section 132(f) of the Code.

Salary Conversion Amount means the portion of a Participant's compensation that the Participant contributes to his Commuter Spending Account(s) for a Plan Month.

Transportation Spending Account means a Commuter Spending Account established for a Participant under the Plan for reimbursement of Qualified Mass Transit expenses.

3. ELIGIBILITY AND PARTICIPATION REQUIREMENTS

- 3.1. **Eligibility.** An individual is eligible to participate in this Plan if he is an active Employee.
- 3.2. **Enrollment and Election Procedures.** An Employee shall become a Participant in the Plan after he enrolls to participate in the Plan. Elections can be made through the MyChoice Accounts website (<https://www.businessolver.com/mychoice-accounts/participants/commuter-benefits>). Any such elections that are made before the tenth day of a particular month shall take effect as of the first day of the Plan Month immediately following such election. In no event shall an Employee's election under the Plan for a particular Plan Month apply retroactively. Each election is irrevocable for the Plan Month to which such election relates.
- 3.3. **Duration of Participation.** Except as otherwise provided herein, an individual shall continue as a Participant so long as he remains an Employee of the Employer and has not revoked his or election under the Plan. Notwithstanding the foregoing, if the Plan Administrator reasonably believes that an Employee knowingly has submitted an expense which is not a Qualified Commuter Expense, is an expense for someone other than the enrolled Employee, or is otherwise not eligible under this Plan, the Plan Administrator may, in its sole discretion: (A) immediately discontinue the Participant's participation in the Plan; (B) prohibit the Participant from again participating in the Plan; and/or (C) assess a surcharge to the Participant for non-approved expenses. The Plan Administrator may request, and the Participant shall provide, any information reasonably necessary to assist in such determination; failure of the Participant to do so shall be cause for the Plan Administrator to find that the Participant knowingly submitted an expense for reimbursement that is not a Qualified Commuter Expense.

4. SUMMARY OF PLAN BENEFITS

- 4.1. **Salary Conversion Option.** Each Participant may elect to contribute a portion of his compensation (through pre-tax payroll deductions) to his Commuter Spending Account(s) for payment of Qualified Commuter Expenses. A Participant's election is irrevocable for the duration of the Plan Month to which it relates.
- 4.2. **Maximum Eligible Benefit.** The benefits received by a Participant for a Plan Month shall not exceed the lesser of (A) the Participant's Qualified Commuter Expenses for the Plan Month or (B) the maximum amount allowed under Section 132(f) of the Code, as adjusted for inflation or, if lower, the maximum amount communicated to Participants at the time of enrollment. In the event that any new applicable law increases the maximum amount allowed under Section 132(f), the Plan Administrator shall have the power, in its discretion, to increase the maximum benefits accordingly or to retain the same limit.
- 4.3. **Credits to Accounts.** A separate Parking Spending Account and/or Transportation Spending Account will be maintained for each Participant. The Salary Conversion Amount elected by each Participant for a particular Plan Month shall be credited through pre-tax payroll deductions to such Parking Spending Account and/or Transportation Spending Account, in accordance with the Participant's election.
- 4.4. **Reimbursement for Qualified Commuter Expenses.** A Participant may be reimbursed up to the monthly cash balance in the appropriate Commuter Spending Account by submitting a claim for Qualified Commuter Expenses. Such claims must be received by the Plan Administrator, or its delegate (MyChoice Accounts) no later than 180 days from the date the expense is paid or incurred. Any funds remaining in the Commuter Spending Account(s) after this grace period will be forfeited and returned to the Employer. Claim forms for this purpose are available on the MyChoice Accounts website (<https://www.businessolver.com/mychoice-accounts/forms/>). A copy of the receipts supporting the Qualified Commuter Expense shall accompany requests for reimbursement. If documentation verifying an expense is not available from the provider of the service, the Participant may certify the expense as provided on the claim form. Reimbursement of Qualified Commuter Expenses shall reduce the amount credited to the Participant's Commuter Spending Account(s).
- 4.5. **Special Rule for Qualified Transportation Expenses.** Notwithstanding Section 4.4, no reimbursement of a Qualified Transportation Expense shall be made under this Plan if a voucher or similar item, which may be exchanged only for a pass, token, farecard, voucher, or similar item entitling the Participant to transportation that generates a Qualified Transportation Expense is readily available for direct distribution by the Employer to the Participant. To the extent this Section 4.5 applies, the Plan will provide each Participant who so elects with the appropriate

vouchers or similar items. The provision of vouchers or similar items shall reduce the amount credited to the Participant's Transportation Spending Account. A terminal-restricted debit card (or "smart card") is considered a "voucher."

- 4.6. Carryover Amounts.** If any balance remains in the Participant's Qualified Commuter Spending Account(s) for a Plan Month after all reimbursements have been made for the Plan Month, and the Participant continues to participate in the Plan following such Plan Month, such balance shall be carried over to reimburse the Participant for Qualified Commuter Expenses for services provided in subsequent Plan Months.
- 4.7. Termination of Employment.** Expense claims for services provided to a Participant through the last month in which the Participant is classified as an Employee must be received by the Plan Administrator or its delegate (MyChoice Accounts) no later than 180 days from the date the expense was paid or incurred. Any funds remaining in the Commuter Spending Account(s) after this grace period will be forfeited and returned to the Employer.
- 4.8. No Funding.** The Plan is not funded. All of the amounts payable under the Plan shall be paid from the general assets of the Employer. The Employer is not required to maintain any fund or to segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or assets of the Employer from which any payment under the Plan may be made. There is no trust or other fund from which benefits are paid. While the Employer has complete responsibility for the payment of benefits out of its general assets, it has hired MyChoice Accounts as an outside paying agent to make benefit payments on its behalf.

5. HOW THE PLAN IS ADMINISTERED

5.1. **Plan Administration.** The Plan is administered by Gen, acting as the Plan Administrator. The Plan Administrator may delegate any of its duties or powers at any time, including, but not limited to, a delegation of its discretionary authority as described below, to a person or persons who are Employees of the Plan Administrator, or to a third-party administrator selected by the Plan Administrator. The Plan Administrator shall have the right to change its delegates from time to time, or to take over functions previously delegated, all without cause. The Plan Administrator may allow the entities to which it delegates its duties or powers to further delegate such duties or powers.

5.2. **Duties of the Plan Administrator.**

A. The Plan Administrator will operate and administer the Plan, will determine all questions arising under or in connection therewith (other than those delegated), and may from time to time prescribe and amend procedures for such administration, except to the extent that such responsibility has been delegated to an administrative services organization, as described above. The Plan Administrator from time to time shall, in a uniform and nondiscriminatory manner, establish rules for the transaction of its business and shall have sole discretion to carry out its responsibilities to construe and interpret the provisions of the Plan. The Plan Administrator or its delegate shall have such duties and powers as may be necessary to discharge its responsibilities hereunder, including but not limited to the following:

- (1) To construe the Plan, correct defects, supply omissions and reconcile inconsistencies to the extent necessary to effectuate the Plan, and such action shall be conclusive and binding on all parties;
- (2) To adopt such rules for the administration of the Plan as it considers desirable;
- (3) To decide all questions of eligibility and participation;
- (4) To prescribe enrollment procedures and forms;
- (5) To prepare and distribute to Participants information explaining the Plan and the benefits available hereunder in such a manner as the Plan Administrator deems appropriate;

- (6) To request and receive from Participants such information as the Plan Administrator shall from time to time determine to be necessary for the proper administration of the Plan;
- (7) To appoint committees and to delegate thereto such of its powers as it shall determine; and
- (8) To employ such agents and assistants, such counsel and such clerical and other services as the Plan Administrator may require in carrying out the provisions of the Plan (the fees for which shall be paid by Gen).

B. The Plan Administrator shall have the sole and absolute discretion and authority to carry out its responsibilities to construe and interpret the provisions of the Plan and to determine all questions concerning benefit entitlements, including the power to construe and determine disputed or doubtful terms. To the maximum extent permissible under law, the Plan 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 an abuse of discretion (*i.e.*, arbitrary and capricious).

5.3. Claims Denial Procedure. If a claim for reimbursement under this Plan is wholly or partially denied, a written notice of adverse benefit determination shall be furnished to the claimant within a reasonable period of time, not to exceed 60 days after receipt of the claim by the Plan Administrator. Upon receipt of an adverse benefit determination, the claimant must within 60 days appeal the denial, in writing, to the Plan Administrator (seeking reconsideration of the denial). This appeal step is a prerequisite to pursuing any other avenues of relief.

6. GENERAL PLAN PROVISIONS

- 6.1. **No Guarantee of Employment.** No person shall have any rights under the Plan, except as, and only to the extent, expressly provided for in the Plan. Neither the establishment or amendment of the Plan, the payment of benefits, nor any action of Gen shall be held or construed to confer upon any person any right to be continued as an Employee of Gen, or upon dismissal, any right or interest in any Benefit other than as herein provided. Gen expressly reserves the right for Gen to discharge any Employee at any time and for any reason.
- 6.2. **Assignment of Benefits.** Except as may otherwise be required by applicable law, or as otherwise specifically provided in the Plan, no amount payable at any time under the Plan shall be subject in any manner to alienation by anticipation, sale, transfer, assignment, bankruptcy, pledge, attachment, charge or encumbrance of any kind, nor in any manner be subject to the debts or liabilities of any person. Any attempt to so alienate or subject any such amount, whether presently or thereafter payable, shall be void.
- 6.3. **No Waiver of Terms.** No term, condition or provision of the Plan shall be deemed waived, and there shall be no estoppel against the enforcement of any provision of the Plan, except by written agreement of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.
- 6.4. **Limitation of Rights.** Nothing appearing in or done pursuant to the Plan shall be held or construed to give any person any legal or equitable right against Gen or the Plan Administrator, or any person connected therewith, except as expressly provided herein or as provided by applicable law, or to give any person any legal or equitable right to any assets of the Plan.
- 6.5. **Severability.** If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provision of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.
- 6.6. **Use of Captions.** The section and subsection numbers and captions used throughout the Plan have been inserted solely as a matter of convenience and in no way define or limit the scope or intent of any provision of the Plan.
- 6.7. **No Oral Modifications.** The terms of the Plan cannot be modified except by means of a written amendment duly authorized and adopted by Gen. Any attempted oral modification is not binding on Gen.

- 6.8. **Tax Consequences.** Gen does not represent or guarantee that any particular federal or state income, payroll, personal property, Social Security or other tax consequences will result from participation in this Plan. Participants should consult with professional tax advisors to determine the tax consequences of participation.
- 6.9. **Applicable Law.** This Plan shall be construed in accordance with the laws of the State of Arizona.

DATED this 3rd day of June, 2024.

GEN DIGITAL, INC.



Kathy Marquez
Head of Global Benefits