

ALIGHT HEALTHCARE NAVIGATION SUPPORT TERMS AND CONDITIONS OF USE

Effective as of September 1, 2020

Hello, and welcome to the Alight Healthcare Navigation Support Terms and Conditions of Use (“Terms”). These Terms are between you and Alight Solutions LLC (“Alight”, “we”, “us” or “our”) and govern your and Alight’s respective rights and obligations.

THE TERMS YOU SEE BELOW ARE VERY IMPORTANT BECAUSE THEY:

- **OUTLINE YOUR LEGAL RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU**
- **REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS**

BY CHOOSING TO ENROLL IN OR OTHERWISE USING ALIGHT HEALTHCARE NAVIGATION SUPPORT, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS. PLEASE READ THEM CAREFULLY AND PRINT OR OTHERWISE SAVE A COPY FOR YOUR RECORDS.

The Service

Alight Healthcare Navigation Support provides healthcare education and support from personal consultants (“Health Pros”) designed to help you navigate your healthcare experience (the “Service”), including assistance with the following:

- better understanding and utilizing your health benefits
- coordinating administrative aspects of your healthcare, including surgery pre-certification
- finding healthcare providers
- comparing costs for procedures and care, including Rx options
- reviewing and helping address problem medical claims and bills

We’ve agreed with your current or former employer (“Employer”) to offer the Service to you as a current or former employee of your Employer. The Service is a voluntary benefit that your Employer has decided to make available to you. You are not required to enroll in or otherwise use the Service.

Health Pros may be contacted by you via email or phone. Health Pros will also accept transfers from your Employer’s benefits call center. Health Pros hours of operation are Monday through Friday, 8:00 a.m. to 8:00 p.m. Central time, except for Alight observed holidays.

The Service may be utilized by your dependents. You acknowledge and agree that all use of the Service by your dependents shall be subject to the terms and conditions hereof and that you are responsible for ensuring that your dependents are aware of and comply with all of the obligations herein that apply to you.

Note that information provided in connection with the Service is for informational purposes only and is not medical advice, is not intended for the diagnosis or treatment of medical conditions and does not replace the judgment of healthcare professionals. While you may receive healthcare provider suggestions, cost estimates and other education and assistance as part of these services, your physician or other healthcare providers remain responsible for your actual medical care and the associated outcomes. The Service is not an insurance product and you and/or your insurers will remain responsible for any healthcare costs. Alight does not guarantee and you are not paying for a particular healthcare, insurance or other outcome or result.

The Agreement

By choosing to enroll in or otherwise using the Service, including all associated features and functionalities, websites and user interfaces, as well as all content and software applications associated with the Service, or accessing any content or material that is made available through the Service (the “Content”), you are entering into a binding contract with Alight Solutions LLC. Your agreement with us (the “Agreement”) includes:

- these Terms;
- our Privacy Policy (see below under “Privacy Policy” for additional details); and
- any terms of use accompanying any website or software application that you may access as part of the Service (“Website/App Terms of Use”).

THE AGREEMENT CONTAINS, AMONG OTHER THINGS, TERMS REGARDING FUTURE CHANGES TO THE AGREEMENT, THE TERM OF YOUR COMMITMENT, THE COST AND YOUR METHOD OF PAYMENT, THE PRIVACY OF YOUR PERSONAL DATA, OUR RIGHTS TO TERMINATE SERVICE, LIMITATIONS ON OUR LIABILITY, YOUR WAIVER OF CLASS ACTIONS AND YOUR AGREEMENT TO RESOLVE DISPUTES BY ARBITRATION INSTEAD OF IN COURT. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE AGREEMENT, ACCEPT THE AGREEMENT AND AGREE TO BE BOUND BY IT.

In order to use the Service and access any Content, you must (1) be 18 years or older, or be 13 years or older and have your parent or guardian’s consent, (2) have the power to enter into a binding contract with us and not be barred from doing so under any applicable law and (3) reside in the United States.

Changes to the Agreement

Occasionally we may make changes to the Agreement based on changes in law and industry standards without prior notice to you. Unless the changes explicitly state otherwise, the changes will be effective immediately.

The current version of these Terms and our Privacy Policy will be posted at: https://s3.amazonaws.com/static-adv.compassphs.com/terms/Voluntary_Navigation_TermsOfService.pdf

The current version of any Website/App Terms of Use will be posted within the applicable website or software application.

Service Term

To use the Service, you are agreeing to maintain enrollment in this Service for a specific term of Service. The term of Service will run concurrently with your Employer’s health plan year (the “Service Term”). The Service Term may be terminated for certain reasons disclosed to you (displayed in writing or otherwise communicated to you) prior to your enrollment in the Service (e.g., we may have disclosed to you that the Service Term would end automatically if you cease being an active employee of your Employer) (“Additional Termination Events”). In addition, we may terminate the Agreement or suspend your access to the Service and the Content without prior notice to you, in the event of your harassment, abuse or intimidation of Health Pros or any other Alight employee or representative, your unauthorized or fraudulent use of the Service or the Content or your non-compliance with the Agreement, in each case, as determined in our sole discretion. If we do so, you agree that Alight will have no liability or responsibility to you to the fullest extent permitted under applicable law. The terms of the Agreement which, by their nature, should survive termination or expiration of the Agreement, shall survive such termination or expiration, including the following sections hereof: Service Term, Warranty Disclaimer, Limitation of Liability and Time for Filing, Indemnification, Entire Agreement, Severability, Waiver, Assignment, Third Party Rights, Governing Law / Jurisdiction / Jury Trial Waiver, Arbitration Agreement and Interpretation.

Cost and Payment

The cost of the Service to you for the Service Term will be the cost disclosed to you (displayed in writing or otherwise communicated to you) prior to your enrollment in the Service ("Service Cost"). You must pay the Service Cost throughout the Service Term. Payments of the Service Cost must be made in accordance with the payment terms disclosed to you (displayed in writing or otherwise communicated to you) prior to your enrollment in the Service ("Payment Method"). If we have not received payment of the Service Cost through the Payment Method, we may, in our sole discretion, either suspend your access to the Service and the Content without prior notice to you or accept other forms of payment.

Using the Service

All right, title and interest, including all intellectual property rights, in and to all elements of the Service and the Content (including all trade names, trade secrets, know-how, methods, software, information and other materials) shall be owned by Alight or its licensors ("Alight IP"). We grant you limited, non-exclusive, revocable permission to make personal, non-commercial use of the Service and the Content. You agree to not create derivative works based on, sell, license, transfer or otherwise grant rights to, reverse engineer or otherwise attempt to obtain source code in, or take any action that may interfere with any of Alight's or its licensors' rights in or to, any Alight IP.

The Service is integrated with or may otherwise interact with third party applications, websites, devices and services ("Third Party Services") to make the Service available to you. The Third Party Services may have their own terms and conditions of use and privacy policies and your use of these Third Party Services will be governed by and subject to such terms and conditions and privacy policies. You understand and agree that Alight does not endorse and is not responsible or liable for the behavior, features or content of any Third Party Services or for any transaction you may enter into with the provider of any such Third Party Services, nor does Alight warrant the compatibility or continuing compatibility of the Third Party Services with the Service.

All information that you provide for enrollment and use of the Service must be accurate and complete, and you are required to maintain and update that information to keep it accurate and complete throughout the term of the Service. You are solely responsible for the accuracy and completeness of all information that you provide.

You may be required to provide a worker ID, user ID, password, personal identification number (PIN), Social Security Number (SSN) and/or other identifier as verification of your identity in order to use the Service. You are solely responsible for any loss of privacy or confidentiality if you disclose your worker ID, user ID, password, PIN, SSN or other identifiers to any other party and agree to contact Alight immediately if you have reason to believe that someone has gained unauthorized access to any such identifier.

Any instructions, choices, acknowledgements, consents or requests you make in connection with the Service will be considered your written permission to Alight to provide information or conduct transactions on your behalf. Providing your telephone number in connection with the Service will be considered your written permission to Alight to contact you at that number (and at any other telephone number we have on file for you) regarding the Service. Contact at that number can include automated voice messages and text messaging.

You are responsible for reviewing any written confirmation statements provided to you (on paper or in electronic form) regarding any instructions, choices, acknowledgements, consents or requests you make in connection with the Service. You are also responsible for reviewing all of the information transmitted to you. If there are inaccuracies, you are responsible for correcting them by contacting Alight to point them out.

Privacy Policy

We respect your privacy and are committed to protecting it. The Alight Solutions Privacy Statement (“Privacy Policy”) governs the processing of all personal data collected from you in connection with the Service and can be located here: https://s3.amazonaws.com/static-adv.compassphs.com/terms/Voluntary_Navigation_TermsOfService.pdf

Customer Support

For customer support, please contact answers@alight.com. We will use reasonable endeavors to respond to all such questions within a reasonable time frame but we make no promises that any such questions will be responded to within any particular time frame and/or that we will be able to answer any such questions.

Warranty Disclaimer

YOU UNDERSTAND AND AGREE THAT THE SERVICE AND THE CONTENT IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. ALIGHT AND ALL OWNERS OF THE CONTENT MAKE NO REPRESENTATIONS AND DISCLAIM ANY WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NEITHER ALIGHT NOR ANY OWNER OF CONTENT WARRANTS THAT THE SERVICE IS FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. IN ADDITION, ALIGHT MAKES NO REPRESENTATION NOR DOES IT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY SERVICES (OR THE CONTENT THEREOF). NO ADVICE OR INFORMATION WHETHER ORAL OR IN WRITING OBTAINED BY YOU FROM ALIGHT SHALL CREATE ANY WARRANTY ON BEHALF OF ALIGHT. THIS SECTION APPLIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. THIS SECTION DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER.

Limitation of Liability and Time for Filing

IN NO EVENT WILL ALIGHT, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS, OR LICENSORS (THE “ALIGHT GROUP”) BE LIABLE FOR ANY LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, HARM TO REPUTATION, IMPAIRED GOODWILL OR LOST PRODUCTIVITY, LOST PROFITS OR REVENUE, DIMINUTION IN VALUE OR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THE AGREEMENT REGARDLESS OF THE FORESEEABILITY THEREOF (AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY THEREOF). THE ALIGHT GROUP’S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE AGREEMENT SHALL NOT IN ANY EVENT EXCEED AN AMOUNT EQUAL TO THE AMOUNTS PAID BY YOU TO ALIGHT FOR THE SERVICE DURING THE SERVICE TERM.

YOU AGREE THAT ANY CLAIM AGAINST THE ALIGHT GROUP ARISING FROM OR RELATED TO THE AGREEMENT MUST BE COMMENCED IN ACCORDANCE WITH THE SECTION BELOW TITLED “ARBITRATION AGREEMENT” WITHIN ONE (1) YEAR AFTER THE DATE THE PARTY ASSERTING THE CLAIM FIRST KNOWS OR REASONABLY SHOULD KNOW OF THE ACT OR OMISSION GIVING RISE TO THE CLAIM, AND THERE SHALL BE NO RIGHT TO ANY REMEDY FOR ANY CLAIM NOT ASSERTED WITHIN THAT TIME PERIOD.

THE LIMITATIONS IN THIS SECTION SHALL APPLY TO ANY AND ALL LIABILITIES OF ANY NATURE WHATSOEVER AND TO ALL LEGAL THEORIES OF RECOVERY (INCLUDING BREACH OF CONTRACT OR WARRANTY, BREACH OF FIDUCIARY DUTY, TORT (INCLUDING NEGLIGENCE), FAILURE OF ESSENTIAL PURPOSE, STRICT OR STATUTORY LIABILITY, CONTRIBUTION OR ANY OTHER CAUSE OF ACTION AND REGARDLESS OF WHETHER ASSERTED AS A DIRECT CLAIM, A THIRD PARTY CLAIM OR OTHERWISE). HOWEVER, WHILE THE INTENT OF THIS SECTION IS TO APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SOME LAWS MAY LIMIT OR PROHIBIT THE LIMITATIONS IN THIS SECTION IN RESPECT OF CERTAIN TYPES OF CLAIMS OR DAMAGES (E.G., FRAUD) AND THEREFORE SUCH LIMITATIONS MAY NOT APPLY TO YOU.

Indemnification

You agree to indemnify, defend and hold the Alight Group harmless from and against any and all losses, damages, liabilities and expenses (including reasonable attorneys' fees) arising out of or related to: (1) your or any of your dependents' breach of the Agreement; (2) your or any of your dependents' use of and activity related to the Service and the Content; or (3) your or any of your dependents' violation of any law or the rights of a third party. Alight shall have the right to conduct the defense of any third party claim covered by such indemnification.

Entire Agreement

The Agreement constitutes the sole and entire agreement between you and Alight with respect to the subject matter thereof, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. For the avoidance of doubt, the Agreement includes the Service Cost, the Payment Method and any Additional Termination Event disclosed to you (displayed in writing or otherwise communicated to you) prior to your enrollment in the Service.

Severability

If any provision of the Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement and such provision as applied to other persons, places or circumstances shall remain in full force and effect and such invalid, void or unenforceable provision shall be enforced to the fullest extent permitted by law.

Waiver

No failure or delay by us in exercising any of our rights under the Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right.

Assignment

Alight may assign the Agreement, and any of its rights under the Agreement, in whole or in part, and Alight may delegate any of its obligations under the Agreement. You may not assign the Agreement, in whole or in part, nor transfer or sub-license your rights under the Agreement, to any third party.

Third Party Rights

You acknowledge and agree that the members of the Alight Group other than Alight are intended third party beneficiaries of the Agreement and have the right to enforce the Agreement directly against you. Other than as set out in this Section, the Agreement is not intended to grant rights to anyone except you and Alight and shall not create any third party beneficiary rights.

Force Majeure; Excused Performance

We shall not be liable for, nor be deemed to be in breach of the Agreement as a result of, any failure to comply with our obligations thereunder to the extent attributable to any act of God, flood, fire, earthquake, hurricane, act of war or other hostility, act of terrorism, governmental action or inaction, civil unrest, national emergency, epidemic (including COVID-19), strike or other labor dispute, act or omission by a third party or a third party product or service, power, telecommunication or other service outage or any other cause or circumstance beyond our reasonable control. In addition, we shall not be liable for, nor be deemed to be in breach of the Agreement as a result of: (1) any failure to comply with our obligations thereunder or any other act or omission attributable to any failure by you to comply with your obligations thereunder; (2) any reliance by us upon any

direction or information provided or otherwise made available to us by you or on your behalf (including by your Employer or insurance carriers); or (3) any acts or omissions by your Employer that interfere with our ability to provide the Service.

Relationship

We've agreed with your Employer to offer the Service to you as a current or former employee of your Employer. The Service is a voluntary benefit that your Employer has decided to make available to you. You are not required to enroll in or otherwise use the Service. The relationship between you and Alight is that of independent contracting parties and the Agreement will not establish any agency, partnership, joint venture, fiduciary, franchise or employment relationship. Neither you nor us shall have any right, power or authority, express or implied, to bind the other by virtue of the Agreement.

Governing Law / Jurisdiction / Jury Trial Waiver

The Agreement and any dispute or claim arising out of or in connection therewith or the subject matter or formation thereof (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of the State of Illinois without regard to conflict of law principles that would cause the application of the laws of any other jurisdiction.

You and Alight irrevocably and unconditionally agree to not commence any action, litigation or proceeding of any kind whatsoever against the other in any way arising from or relating to the Agreement or the subject matter or formation thereof (including non-contractual disputes or claims), in any forum other than the federal courts located in Cook County, Illinois, USA (and any court from which an appeal therefrom may be validly taken) and hereby expressly and irrevocably submit to the exclusive personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum.

YOU AND ALIGHT IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SUBJECT MATTER OR FORMATION THEREOF. WHILE THE INTENT OF THIS PARAGRAPH IS TO APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SOME LAWS MAY LIMIT OR PROHIBIT JURY TRIAL WAIVERS AND THEREFORE SUCH WAIVER MAY NOT APPLY TO YOU.

ARBITRATION AGREEMENT

This section ("Arbitration Agreement") applies only to users in the United States.

Dispute Resolution and Arbitration

You and Alight agree that any dispute or claim arising out of or in connection with the Agreement or the subject matter or formation thereof (including non-contractual disputes or claims) (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of the Agreement) will be determined by mandatory binding individual (not class) arbitration. You and Alight further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope or validity of this Arbitration Agreement or to the arbitrability of any claim or counterclaim. Arbitration is more informal than a lawsuit in court. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. There may be more limited discovery than in court. The arbitrator must follow the Agreement and can award the same damages and relief as a court (including attorney fees), except that the arbitrator may not award any relief, including declaratory or injunctive relief, benefiting anyone but the parties to the arbitration. This arbitration provision will survive termination of the Agreement.

Exceptions

Notwithstanding the foregoing, you and Alight agree that nothing in the Agreement will be deemed to waive, preclude or otherwise limit any rights, at any time, to (1) bring an individual action in a U.S. small claims court or (2) bring an individual action seeking only temporary or preliminary individualized injunctive relief in a court of law, pending a final ruling from the arbitrator. In addition, this Arbitration Agreement doesn't stop you or us from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf (or vice versa).

No Class Or Representative Proceedings: Class Action Waiver

YOU AND ALIGHT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and Alight agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court but shall be stayed pending arbitration of the remaining claims (if any).

Arbitration Rules

Either you or we may initiate arbitration proceedings. Any arbitration between you and Alight will take place under the Consumer Arbitration Rules of the American Arbitration Association ("AAA") then in force (the "AAA Rules"), as modified by this Arbitration Agreement. You and Alight agree that the Federal Arbitration Act applies and governs the interpretation and enforcement of this provision (despite the choice of law provision above). The AAA Rules, as well as instructions on how to file an arbitration proceeding with the AAA, appear at adr.org, or you may call the AAA at 1-800-778-7879. Alight can also help put you in touch with the AAA.

Any arbitration hearings will take place in the county (or parish) of your primary residence, provided that if the claim is for \$25,000 or less, you may choose whether the arbitration will be conducted: (1) solely on the basis of documents submitted to the arbitrator; (2) through a non-appearance based telephonic hearing; or (3) by an in-person hearing as established by the AAA Rules in the county (or parish) of your primary residence.

If you choose to file an arbitration proceeding and you are required to pay a filing fee, Alight will reimburse you for that filing fee, unless your claim is for greater than \$10,000, in which case you will be responsible for the filing fee. Alight will pay any other arbitration fees, including your share of arbitrator compensation, unless otherwise required by AAA rules or court order. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

Notice; Process

A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail, Federal Express, UPS, or Express Mail (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("Notice"). Alight's address for Notice is: Alight Solutions LLC, Attn: General Counsel, 4 Overlook Point, Lincolnshire, Illinois 60069, USA. The Notice must (1) describe the nature and basis of the claim or dispute and (2) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or Alight may commence an arbitration proceeding. During the arbitration, the amount

of any settlement offer made by you or Alight shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. In the event our dispute is finally resolved through arbitration in your favor, and the arbitrator issues you an award that is greater than the value of Alight's last written settlement offer, then Alight will instead pay you either the amount of the award or \$1,000, whichever is greater. All documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of the arbitrator's decision and award and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable law.

Enforceability

If this Arbitration Agreement is invalidated in whole or in part, the parties agree that the exclusive jurisdiction and venue described above under "Governing Law / Jurisdiction / Jury Trial Waiver" shall apply.

Interpretation

Unless the express context otherwise requires, the words "hereof", "thereof", "herein", "hereunder," "thereunder," and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement, the words "include", "including" and words of similar import shall be deemed to be followed by the words "without limitation" and the "subject matter" of the Agreement include the Service and the Content for all purposes hereof. Unless otherwise expressly provided in the Agreement, all payments shall be made in, and the terms "Dollars" and "\$" shall mean, United States Dollars.

Alight Solutions Privacy Statement

Last Updated: June 2020

This Privacy Statement describes how Alight Solutions (“Alight”, “Us”, or “We”) collects, uses, and protects personal information it receives in the course of providing its services. It also describes the choices available to you regarding our use of your personal information and how you can access and update this information. At Alight Solutions, your privacy is very important. We strive to protect the personal information under our control and to maintain the security and integrity of that information.

Please note that certain details of this policy may vary depending on the services Alight provides to your employer or plan sponsor.

How Alight Solutions Receives Personal Information

The personal information we receive relates to your participation in the compensation and benefits programs offered by your employer. There are several ways that we could receive personal information:

- You might provide the information directly to us, such as by visiting our websites, telephoning our call center, filling out our forms and surveys, or by sending mail to our offices.
- Your employer or prospective employer ("employer") might provide the information to us. In such a case, we have no direct relationship with the individuals whose personal data we process. If you are an employee or prospective employee ("employee") of one of our Clients and would no longer like us to process your information, please contact your employer directly.
- Another service provider engaged by your employer (such as payroll processors, health plans, or mutual funds) that have a part in administering your employer's plans or programs might provide the information to us.

Additional Information may be collected if you Access our websites through Mobile Devices:

- If you access our websites on your mobile telephone or mobile device, we may also collect your unique device identifier and mobile device IP address, as well as information about your device's operating system, mobile carrier, and location information. We may also use cookies and other online tracking technologies, as described below.
- When you provide us your mobile device phone number as your contact phone number, you consent to the use of your mobile device phone number for the purposes identified in this Statement. If you choose to receive notifications from us on your mobile device (e.g. text notifications), you also consent to the use of your mobile phone number for that purpose.

In the preceding 12 months, categories of personal information we have received or collected about you may include:

- **Benefit program participation and coverage information**, such as benefit elections, beneficiary information, claims information, benefit plan account numbers and balances, and date of retirement. Identifiers, such as real name, alias, date of birth, postal address, unique personal identifier, IP address, email address, account user name, accounts password, account PIN, employee ID, financial account number, national identification number or other similar identifiers;
- **Other personal information**, such as your signature, telephone number, medical health insurance information, age, racial or ethnic origin, citizenship, gender, sex, marital status, sexual orientation, medical condition and care information, health information, religion, and veteran or military status;
- **Internet or other electronic network activity information**, including, but not limited to, browsing history, search history, and information regarding your interaction with our website;

- **Professional or employment information**, such as date of hire, employment status, pay history, tax withholding information, performance records, leave information, and date of termination.

How Alight Uses Your Personal Information

The information we receive about you is used in connection with transactions that you expressly authorize or that are part of the services we provide to your employer. We may also use the information that we receive about you for the following business purposes:

- Assess the needs of your employer's business to determine suitable products.
- Send you communications in accordance with the services provided by Alight to you on behalf of your employer.
- Respond to customer service inquiries.
- Administer your employer's account.
- Collect and compile research information in accordance with the services provided by Alight to your employer.
- Enable you to post your resume, search job postings, and contact or be contacted by prospective employers to the extent such activities are in accordance with our services.
- Implement third party services on behalf of your employer.
- Send you transactional communications.
- Maintain the security of your account, our websites and the services that we provide.
- Identifying and repairing errors that may impair or impede our delivery of services to you or your employer

With your consent, we may also use your personal information for additional purposes.

Alight's Commitment to Protecting Personal Information

We have implemented various technical, administrative and organizational security measures to protect the confidentiality of the personal information we process. We have policies, procedures, and controls to reduce the risk of unauthorized or accidental use, disclosure, or destruction of your personal information, and we train our employees on data security.

If you have any questions about security on our Website, you can contact us at privacy.info@alight.com.

Sharing

In the past 12 months, we may have shared your information within the Alight family of companies if necessary to accomplish one or more of the business purposes identified above. We may also share your information with third parties who perform business services on our behalf.

As necessary to perform one or more of the businesses purposes identified above, we share information with our business partners. For example, this may include your employer, your employer-sponsored benefit plan, or a third business partner of your employer.

We also share your information with any successor to all or part of our business as permitted by law. For example, if all or part of our business is sold, we may share your personal information with the new owner. This may include as part of an asset sale, corporate reorganization or other change of control. We may also share information to comply with the law. This includes responding to a court order or subpoena. It could also include sharing information if a government agency or investigatory body with the requisite authority requests. We might share information when we are investigating a potential fraud.

If we share information for other reasons, we will provide prior notice of such sharing to you.

The personal information that may have been shared in the past 12 months for these business purposes includes the categories of personal information listed above.

We will not sell any personal information to third parties and have not done so for the past 12 months.

Access and Choice

You can access, correct, update, and request deletion of your personal information via our self-service websites, by telephoning our call center, by emailing privacy.info@alight.com, or by directing your query to your employer. We will respond to your request within 30 days.

In some circumstances, only your employer, and not Alight, may have the authority to update, correct, or delete your personal information. In these instances, please contact your employer directly. Otherwise, we will forward your request to your employer.

We will retain your information for as long as your account is active or as long as the data is reasonably useful for business purposes. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Cookies and Other Technology

Alight and our partners, affiliates, and service providers, such as our analytics service providers, use tracking technologies such as cookies, beacons, tags and scripts. These technologies are used in analyzing trends, administering the site, tracking users' movements around the site and to gather demographic information about our user base as a whole. We may receive reports based on the use of these technologies by these companies on an individual as well as aggregated basis. Users can control the use of cookies at the individual browser level. If you reject cookies, you may still use our site, but your ability to use some features or areas of our site may be limited. For more information, please review our Cookie Notice (<https://alight.com/cookie-notice>).

We use Local Storage Objects (LSOs) such as HTML5 to store content information and preferences. Third parties with whom we partner to provide certain features on our site or to display advertising based upon your Web browsing activity use LSOs such as HTML5 to collect and store information. Various browsers may offer their own management tools for removing HTML5 LSOs.

Website Log Files – Alight Solutions may also log information related to your website visit or mobile site visit. We may link this automatically collected data to other information we collect about you.

This information can include:

- The address (or "URL") of the web pages you visit
- The browser you used to view our website
- Your Internet Protocol (IP) address
- The type of computer or device you used to view our website
- Any clicks on a "Like" button
- Statistics on page views

Chat – While browsing an Alight Solutions website, you may be provided the opportunity to chat with a service center representative through chat-messaging technology. If you decide to chat with our service center representative, you have no obligation to share personal information. An alternative means to communicate with our service center will be provided to you upon request. In addition, your chat session may be stored.

Third Party Links – Alight websites contain links to other websites whose privacy practices may differ from those of Alight. If you submit personal information to any of those sites, your information is governed by their privacy policies. We encourage you to carefully read the privacy policy of any Web site you visit.

Google Analytics – We may use a tool called "Google Analytics" to collect information about use of this site. Google Analytics collects information such as how often users visit this site, what pages they visit when they do so, and what other sites they used prior to coming to this site. We use the information we get from Google Analytics to improve this site. Google's ability to use and share information collected by Google Analytics about your visits to this site is restricted by the Google Analytics Terms of Use, (<http://www.google.com/analytics/terms/us.html>) and the Google Privacy Policy (<http://www.google.com/policies/privacy/>).

Do Not Track – Some browsers have "do not track" features that allow you to tell a website not to track you. These features are not all uniform and we may not respond to those signals.

Mobile Phone Numbers – Alight may collect your mobile phone number(s), including from you or your employer. Although Alight may store that number, Alight will not call or text you at that number without the notice or consent required by applicable laws or regulations. However, to the extent allowable by such laws or regulations, Alight may call or text your mobile number(s) in the event of an emergency consistent with a pre-established criteria documented by Alight.

Children

This site is a general audience site and is not intended for children under the age of 13. If we become aware that information is or has been submitted by or collected from a child under the age of 13, we will delete this information from our files within the time required by law.

Notice to Residents of California

Please read

If you are a California resident, California law provides you with certain rights. These rights may be limited or inapplicable by law if you are an employee of Alight.

If you are an employee of a client (i.e., your employer) receiving services from Alight, Alight receives your information solely for the purposes of completing a business purpose of our clients and does not use or disclose your information except as necessary to accomplish the business purpose for which we received your information. In these circumstances, Alight's client remains primarily responsible for your information. As a result, we may re-direct a query about our use of your information to our client for response.

California Civil Code Section 1798.83 permits you to opt-out of the disclosure of your personal information by Alight to third parties for the third parties' direct marketing purposes. We do not disclose your personal information to third parties for the third parties' direct marketing purposes unless you affirmatively agree to it. If this policy were to change, you can opt-out of such disclosures by sending us an email to privacy.info@alight.com or writing us at:

Alight Solutions
ATTN: Chief Privacy Officer
Legal Department
4 Overlook Point
Lincolnshire, IL 60069

Notice to Individuals Located in the European Economic Area

Alight processes personal data for certain individuals who are located in the European Union for the purposes described above.

Legal Basis for Processing your Personal Data: We will process personal data only when we have a legal basis to do so. The legal basis we rely on will be one of the following:

- You have consented to the processing of your personal data;
- The processing is necessary to perform a contract with you or fulfill a request that you have made; The processing is necessary to comply with a legal obligation that applies to Alight; or
- The processing is necessary for purposes that are in Alight’s legitimate interests, such as protecting the security of our Site, conducting market research to improve our products and services, improving the functioning of our Site, and providing you promotional materials about products in which you have expressed an interest.

If we intend to use personal data for a purpose other than the purpose for which we collected the data, we will provide you with information about this secondary purpose and any additional information necessary to ensure fair and transparent processing, before we engage in further processing.

Your Choice to Provide Information: You may choose not to provide personal data to Alight by refraining from, among other things, using our services. You also may refrain from submitting information directly to us. However, if you do not provide personal data when requested, we may not be able to provide you with the full range of our products and services, or with information about our products and services, promotions, and other opportunities.

Your Rights: You have certain rights under the EU General Data Protection Regulation 2016/679 (“GDPR”) regarding the personal data that we maintain about you, which in certain circumstances, you will be able to exercise. These rights are as follows:

- You may request a copy of the personal data that we maintain about you. If we maintain your information based on your consent or so that we could enter into a contract with you, you can also request that we provide you a copy of your data in a structured, commonly used and machine-readable format.
- You may request that we correct, amend, or delete personal data that is inaccurate or incomplete.
- You may request that we erase or restrict the processing of your personal data.
- You may object to the processing of your personal data in certain circumstances when we process your data for the purposes of our legitimate interests.

In addition, you may at any time tell us not to send you marketing communications by email by clicking the “opt out” or “unsubscribe” link within the marketing emails you receive from us, or by contacting us as indicated below.

Individuals who desire to make an individual rights request in accordance with the GDPR are directed to make such a request via Alight’s privacy mailbox at privacy.info@alight.com. Such requests will first need to be verified by ‘reasonable means’ and an individual will be asked to specify the information the request relates to.

Complaints

If you have concerns about the way in which we have handled your personal data, please contact us (see below for “Contact information”) so that we can try to resolve the issue. You also have the right to lodge a complaint with the applicable supervisory authority.

Our Sites are available in countries outside of the U.S., and information you provide to us may be stored on servers and with third-party service providers in the United States and other countries in which we do business and whose data protection laws may differ from the jurisdiction in which you live. When we transfer the personal data of users who are located in the EU to a location outside of the European Economic Area for processing, we use an approved transfer mechanism. Please contact us (see below for “Contact Information”) to obtain information about the transfer mechanism that we use.

Voice Recognition Retention and Destruction Policy

You may be offered, and you may choose to opt-in to a security and authentication program offered by us that collects certain data pertaining to your voice for authentication and security purpose. This data includes encrypted “voiceprints” and/or encrypted audio files of your voice. You will not be enrolled in the voice authentication and security program without your express consent. Should you choose to enroll in the voice recognition program, we will retain your information in accordance with the policy below.

Upon your opt-in enrollment into the voice recognition and authentication program, we will retain your voice recognition data for as long as it is needed to accomplish the related business purpose or to comply with applicable legal obligations. Should you wish to dis-enroll in the voice recognition program and/or have your voice recognition data deleted at an earlier time, please contact us via your benefits center or at privacy.info@alight.com.

Updates to this Privacy Statement

Alight Solutions may update this Privacy Statement. We will notify you of any material change to this Privacy Statement as required by law. We encourage you to periodically review our Privacy Statement so that you'll always know how we protect your personal information.

Contact Information

If you have any questions or concerns about Alight Solutions' use of your personal information or about this Privacy Statement, you can email us at privacy.info@alight.com.

You may also write to us at:

Alight Solutions
ATTN: Chief Privacy Officer
Legal Department
4 Overlook Point
Lincolnshire, IL 60069