



## **Employment Data Protection Standards**

<b>I. OBJECTIVE.....</b>	<b>1</b>
<b>II. SCOPE .....</b>	<b>1</b>
<b>III. APPLICATION OF LOCAL LAWS .....</b>	<b>1</b>
<b>IV. PRINCIPLES FOR PROCESSING EMPLOYMENT DATA.....</b>	<b>2</b>
<b>V. PURPOSES FOR EMPLOYMENT DATA PROCESSING .....</b>	<b>2</b>
<b>VI. SPECIAL CATEGORIES OF DATA .....</b>	<b>3</b>
<b>VII. SECURITY AND CONFIDENTIALITY .....</b>	<b>3</b>
<b>VIII. RIGHTS OF DATA SUBJECTS .....</b>	<b>4</b>
<b>IX. TRANSFERRING DATA .....</b>	<b>5</b>
<b>X. DIRECT MARKETING .....</b>	<b>6</b>
<b>XI. AUTOMATED DECISIONS .....</b>	<b>6</b>
<b>XII. ENFORCEMENT RIGHTS AND MECHANISMS .....</b>	<b>7</b>
<b>XIII. AUDIT PROCEDURES .....</b>	<b>7</b>
<b>XIV. COMMUNICATION ABOUT THE STANDARDS.....</b>	<b>8</b>
<b>XV. MODIFICATIONS TO THE STANDARDS.....</b>	<b>8</b>
<b>XVI. OBLIGATIONS TOWARD DATA PROTECTION AUTHORITIES.....</b>	<b>8</b>
<b>ADDENDUM.....</b>	<b>10</b>



## **Employment Data Protection Standards**

### **I. Objective**

The aim of these Employment Data Protection Standards (“Standards”) is to provide adequate and consistent safeguards for the handling of employment data by Genworth entities.

### **II. Scope**

These Standards apply to all Genworth entities that process Employment Data.

*Processing* refers to any action that is performed on Employment Data, whether in whole or in part by automated means, such as collecting, recording, organizing, storing, modifying, using, disclosing, or deleting such data.

*Employment Data* are defined as any information about an identified or identifiable person that is obtained in the context of a person’s working relationship with a Genworth entity. Such persons include, for example, job applicants, employees (whether temporary or permanent), contingent workers, retirees, and former employees, as well as any dependents or others whose personal data have been given to a Genworth entity by such persons.

### **III. Application of Local Laws**

These Standards are designed to provide a uniform minimum compliant standard for every Genworth entity with respect to its protection of Employment Data worldwide. Genworth recognizes that certain laws may require stricter standards than those described in these Standards. Genworth entities will handle Employment Data in accordance with local law applicable at the place where the Employment Data are processed. Where applicable local law provides a lower level of protection of Employment Data than that established by these Standards, then the requirements of the Standards shall apply. Questions about compliance with local law may be addressed to Genworth Labor and Employment Counsel.

#### IV. Principles for Processing Employment Data

Genworth respects the privacy rights and interests of each individual. Genworth entities will observe the following principles when processing Employment Data:

- Data will be processed fairly and lawfully.
- Data will be collected for specified, legitimate purposes and not processed further in ways incompatible with those purposes.
- Data will be relevant to and not excessive for the purposes for which they are collected and used. For example, data may be rendered anonymous when feasible and appropriate, depending on the nature of the data and the risks associated with the intended uses.
- Data will be accurate and, where necessary, kept up-to-date. Reasonable steps will be taken to rectify or delete Employment Data that is inaccurate or incomplete.
- Data will be kept only as long as it is necessary for the purposes for which it was collected and processed.
- Data will be processed in accordance with the individual's legal rights (as described in these Standards or as provided by law).
- Appropriate technical, physical, and organizational measures will be taken to prevent unauthorized access, unlawful processing, and unauthorized or accidental loss, destruction, or damage to data.

#### V. Purposes for Employment Data Processing

Genworth and Genworth entities process Employment Data for legitimate Human Resources, business, and safety / security purposes. Such processing will be conducted within such purpose limitations and in accordance with applicable law. These principal purposes include:

- **Human Resources and Personnel Management:** Human Resource processes are activities to maintain a workforce for Genworth. Examples include recruiting, delivering pay, managing careers, training, administering employee benefits, complying with applicable legal requirements, and communicating with employees and/or their representatives.
- **Business Process Execution and Management:** Business processes are activities to run the operations of Genworth. Examples include scheduling work, managing company assets, and populating employee directories.

- **Safety and Security:** Safety / security processes are activities to ensure the safety and protection of Genworth’s workers, resources, and communities. Examples include protecting occupational health and safety and authenticating worker status to authorize access to Genworth resources and facilities

If a Genworth entity introduces a new process or tool that will result in the processing of Employment Data for purposes that go beyond the purposes described above, the Genworth entity responsible for the new process or tool will ensure that the concerned employees are informed of the new process or tool, the purposes for which the Employment Data are to be used, and the categories of recipients of the Employment Data.

## **VI. Special Categories of Data**

To the limited extent a Genworth entity needs to collect any *Special Data* (such as data containing personal information about racial or ethnic origin, political opinions, religious or political beliefs, trade-union membership, health or medical records, or criminal records), the Genworth entity will ensure that the individual is informed of such collection and processing. Where required by law, the person’s explicit consent to the processing and particularly to the transfer of such data to non-Genworth entities will be obtained. Appropriate security and protection measures (e.g. physical security devices, encryption and access restrictions) will be provided depending on the nature of these categories of data and the risks associated with the intended uses.

## **VII. Security and Confidentiality**

Genworth entities are committed to taking appropriate technical, physical, and organizational measures to protect Employment Data against unauthorized access, unlawful processing, accidental loss or damage, and unauthorized destruction.

### **Equipment and Information Security**

To safeguard against unauthorized access to Employment Data by third parties outside Genworth, all electronic Employment Data held by Genworth entities are maintained on systems that are protected by secure network architectures that contain firewalls and intrusion detection devices. The servers holding Employment Data are “backed up” (i.e., the data are recorded on separate media) on a regular basis to avoid the consequences of any inadvertent erasure or destruction of data. The servers are stored in facilities with comprehensive security and fire detection and response systems.

## **Access Security**

Genworth entities limit access to internal systems that hold Employment Data to a select group of authorized users who are given access to such systems through the use of a unique identifier and password. Access to Employment Data is limited to and provided to individuals for the purpose of performing their job duties (e.g., a human resources manager may need access to an employee's compensation data to conduct salary planning, or a training manager may need to know the names of those who need certain training and the languages they speak). Decisions regarding such access are made by assigned security administrators. Compliance with these provisions will be required of third-party administrators who may access certain Employment Data, as described in *Section IX. TRANSFERRING DATA*.

## **Training**

Genworth will conduct training regarding the lawful and intended purposes of processing Employment Data, the need to protect and keep information accurate and up-to-date, and the need to maintain the confidentiality of the data to which employees have access. Authorized users will comply with these Standards, and Genworth entities will take appropriate disciplinary actions, in accordance with applicable law, if Employment Data are accessed, processed, or used in any way that is inconsistent with the requirements of these Standards.

## **VIII. Rights of Data Subjects**

Any person may inquire as to the nature of the Employment Data stored or processed about him or her by any Genworth entity. Persons will be provided access to Employment Data as is required by law in their home countries, regardless of the location of the data processing and storage. A Genworth entity processing such data will cooperate in providing such access either directly or through the employing entity. All such requests for access may be made to the employee's local Human Resources manager.

If any Employment Data is inaccurate or incomplete, the person may request that the data be amended by contacting their Human Resources manager. It is every person's responsibility to provide Human Resources with accurate Employment Data about him or her and to inform Human Resources of any changes (e.g., new home address or change of name).

If access of rectification is denied, the reason for the denial will be communicated and a written record will be made of the request and

reason for denial. In this case, the person affected may make use of the dispute resolution processes described in *Section XII. ENFORCEMENT RIGHTS AND MECHANISMS*.

If the person demonstrates that the purpose for which the data is being processed is no longer legal or appropriate, the data will be deleted, unless the law requires otherwise.

## **IX. Transferring Data**

### **Transfers to other Genworth entities:**

Genworth strives to ensure a consistent and adequate level of protection for Employment Data that are processed and / or transferred between Genworth entities. A transfer of Employment Data to another Genworth entity is considered a transfer between two different entities, which means that even in such “intra-group” cases, a data transfer shall be carried out only if applicable legal requirements are met and if:

- The transfer is based on a clear business need;
- The receiving entity provides appropriate security for the data; and
- The receiving entity ensures compliance with these Standards for the transfer and any subsequent processing.

### **Transfers to non-Genworth entities:**

- **Selected Third Parties:** At times, Genworth entities may be required to transfer Employment Data to selected external third parties that they have hired to perform certain employment – related services on their behalf. These third parties may process the data in accordance with the Genworth entity’s instructions or make decisions regarding the data as part of the delivery of their services (e.g., to assess eligibility for a disability benefit). In either instance, Genworth entities will select reliable suppliers who undertake, by contract or other legally binding and permissible means, to put in place appropriate security measures to ensure an adequate level of protection. Genworth entities will require external third-party suppliers to comply with these Standards or to guarantee the same levels of protection as Genworth when handling Employment Data. Such selected third parties will have access to Employment Data solely for the purposes of performing the services specified in the applicable service contract. If a

Genworth entity concludes that a supplier is not complying with these obligations, it will promptly take appropriate actions.

- **Other Third Parties:** Genworth entities may be required to disclose certain Employment Data to other third parties: (1) as a matter of law (e.g., to tax and social security authorities); (2) to protect Genworth's legal rights (e.g., to defend a litigation suit); or (3) in an emergency where the health or security of an employee is endangered (e.g., a fire).

## **X. Direct Marketing**

Genworth entities will not disclose Employment Data to entities outside Genworth or use non-work contact data (e.g., home address or telephone number) to offer any products or services to a Genworth worker for personal or familial consumption ("direct marketing") without his or her prior consent. Further, Genworth will not use workplace contact data (e.g., work address or work e-mail address) to conduct direct marketing, unless (1) prior written approval has been obtained from Genworth's Senior Vice President, Human Resources, in Richmond, Virginia, U.S.A.; and (2) recipients are given an opportunity to opt-out of receiving further direct marketing communications.

The restrictions in this section apply only to contact data obtained in the context of a working relationship with Genworth. They do not apply to contact data obtained in the context of a consumer or customer relationship. In addition, in the United States or elsewhere where permitted by law, Genworth may communicate information to Genworth workers about employee benefits or about Genworth-sponsored charitable programs (e.g. United Way in the U.S.).

## **XI. Automated Decisions**

Some countries regulate the making of Automated Decisions, which are decisions about individuals that are based solely on the automated processing of data and that produce legal effects that significantly affect the individuals involved.

Except in very limited circumstances (e.g., the initial screening of some job seekers who express interest through online channels), Genworth entities do not make Automated Decisions to evaluate workers or for other purposes. If Automated Decisions are made, affected persons will be given an opportunity to express their views on the Automated Decision in question.

## **XII. Enforcement Rights and Mechanisms**

All Genworth entities will ensure that these Standards are observed. All persons who have access to Employment Data must comply with these Standards. In some countries, violation of data protection regulations may lead to penalties and / or claims for damages.

If at any time, a person believes that Employment Data relating to him or her has been processed in violation of these Standards, he or she may report the concern to a Human Resources manager, to the Genworth ombudsperson, or by sending a complaint to the Genworth Employment Data Privacy Committee at: **Employment DataPrivacy@Genworth.com**

If the concern relates to an alleged violation of these Standards by a Genworth entity located in a country other than that of the person or the exporting Genworth entity, he or she may request the assistance of the exporting entity. That Genworth entity will assist him or her in investigating the circumstances of the alleged violation. If the violation is confirmed, the exporting and importing entities will work together with any other relevant parties to resolve the matter in a satisfactory manner, consistent with the provisions of these Standards.

If Human Resources or the ombudsperson process does not resolve the concern, it may be escalated to Genworth's Employment Data Privacy Committee. The Employment Data Privacy Committee, chaired by Genworth's Data Privacy Officer, consists of the Employment Counsel and the Human Resources Compliance Leader and will have oversight responsibility for all aspects of compliance with these Standards and for the resolution of all concerns and issues that arise with respect to Genworth's handling of Employment Data under these Standards. The Employment Data Privacy Committee may be contacted by e-mail ([EmploymentDataPrivacy@genworth.com](mailto:EmploymentDataPrivacy@genworth.com)). The Employment Data Privacy Committee will communicate its decision and any associated remedy to the relevant persons.

The processes described in these Standards supplement any other remedies and dispute resolution processes provided by Genworth and/or available under applicable law.

## **XIII. Audit Procedures**

To further ensure enforcement of these Standards, Genworth's Data Privacy Officer, along with Genworth's Data Privacy Committee, will identify Employment Data procedures that should be audited. For this purpose, Genworth will engage its Corporate Audit Staff, who are

independent of the business lines of management. Members of the Audit Staff report to Genworth's Corporate Audit Director, who has an independent line of communication to the Audit Committee of Genworth's Board of Directors. Reports of the Audit Staff's findings will be submitted to Genworth's Employment Data Privacy Committee for review and response. The Board or Employment Data Privacy Committee will require an action plan to ensure compliance with these Standards. To the extent such matters cannot be adequately handled with Genworth's own resources, Genworth agrees to appoint an independent third party to conduct an investigation / audit of any procedures or issues involving Employment Data under the Standards.

#### **XIV. Communication About the Standards**

In addition to the training on these Standards, Genworth will communicate these Standards to current and new employees by posting them on selected internal Genworth websites and by providing a link to the Standards on information technology applications where Employment Data are collected or processed.

#### **XV. Modifications to the Standards**

Genworth reserves the right to modify these Standards as needed, for example, to comply with changes in laws, regulations, Genworth practices and procedures, or requirements imposed by data protection authorities. Genworth's Employment Data Privacy Committee, must approve all changes to the Standards for them to become effective. If Genworth makes changes to the Standards, Genworth will submit the Standards for renewed approval where required by law. Genworth will inform Genworth employees and other persons (e.g., persons accessing Genworth websites to enter Employment Data such as job application information) of any material changes in the Standards. Genworth will post all changes to the Standards on relevant internal and external websites.

Effective with the implementation of these Standards, all existing intra-group agreements and applicable company privacy guidelines relating to the processing of Employment Data will be superseded by the terms of these Standards. All parties to any such agreements will be notified of the effective date of implementation of the Standards.

#### **XVI. Obligations Toward Data Protection Authorities**

Genworth will respond diligently and appropriately to requests from data protection authorities about these Standards or compliance with applicable data protection and privacy laws and regulations. Genworth

employees who receive such requests should contact their local Human Resources manager or the Employment Data Privacy Committee. Genworth will, upon request, provide data protection authorities with names and contact details of relevant contact persons. With regard to transfers of Employment Data between Genworth entities, the importing and exporting Genworth entities will (i) cooperate with inquiries from the data protection authority responsible for the entity exporting the data, and (ii) respect its decisions, consistent with applicable law and due process rights.

## Addendum

### **Rights and Obligations with Respect to Employment Data Collected Within the EU/EEA and Processed Elsewhere**

In addition to any rights and obligations that are set forth in Genworth's Employment Data Protection Standards ("Standards") or that otherwise exist, the following principles, established in light of Directive 95/46/EC ("European Data Protection Directive") and the Safe Harbor Principles developed by the FTC and the U.S. Department of Commerce to assist U.S. companies in complying with the Directive, will apply to Employment Data collected by Genworth entities in the European Union/European Economic Area and processed elsewhere. In jurisdictions where this Addendum applies, the enforcement rights and mechanisms mentioned in the Standards also apply to the provisions of this Addendum. The following are not intended to grant employees further rights or establish further obligations beyond those already provided under the European Data Protection Directive:

1. Employees may object to the processing of Employment Data about them on compelling legitimate grounds relating to their particular situation. This might occur, for instance, if the employee's life or health is at risk due to the processing of the data. This provision shall not apply if the processing is (i) required by law, (ii) based on the employee's individual consent, or (iii) necessary to fulfill a contractual obligation between the employee and Genworth.
2. After exhausting appropriate internal dispute resolution processes, employees may escalate their complaint to the panel of EU Data Protection Authorities (DPA panel). The DPA panel is an independent recourse mechanism responsible for hearing such complaints. Contact your Human Resources Manager for more information on how to file a complaint or contact the DPA panel directly at their website:  
<http://forum.europa.eu.int/Public/irc/secureida/safeharbor/home>  
Genworth shall not be liable for damages if it has observed the standard of care appropriate in the circumstances.
3. If any of the terms of definitions used in the Standards are ambiguous, the definitions established under applicable local law within the relevant EU/EEA member state shall apply or where there are no such definitions under applicable local law, the definitions of the European Data Protection Directive shall apply.

The following sections of the Genworth Employment Data Protection Standards are designed to reflect the Safe Harbor Principles:

<b>Safe Harbor Privacy Principle</b>	<b>Genworth Employment Data Protection Standards Section</b>
Data Integrity	IV. Principles for Processing Employment Data
Notice	V. Purposes for Employment Data Processing
Security	VII. Security and Confidentiality
Access	VIII. Rights of Data Subjects
Onward Transfer	IX. Transferring Data
Choice	X. Direct Marketing
Enforcement	X11. Enforcement Rights and Mechanisms