

**SEAGATE TECHNOLOGY HOLDINGS PUBLIC LIMITED COMPANY
AMENDED AND RESTATED
EMPLOYEE STOCK PURCHASE PLAN
PLAN SUMMARY AND PROSPECTUS**

This Plan Summary and Prospectus (the “Prospectus”) refers to an aggregate of 60,000,000 ordinary shares (“Ordinary Shares” or “Shares”) of Seagate Technology Holdings public limited company (“Seagate” or the “Company”) which are offered for sale to eligible employees and certain eligible contractors of Seagate and its designated subsidiaries (“Eligible Employees”) upon the exercise of purchase rights granted or to be granted under the Seagate Technology Holdings public limited company Amended and Restated Employee Stock Purchase Plan (the “Plan” or the “ESPP”).

The purpose of this Prospectus is to summarize the major features of the Plan and to answer frequently asked questions about the Plan. In the event of inconsistency between this Prospectus and the actual provisions of the Plan document and/or your enrollment form, the provisions in the Plan document and/or your enrollment form will control. This Prospectus is not intended to provide a comprehensive analysis of any particular tax situation, nor should it be substituted for expert advice from a personal tax or financial advisor. **WE STRONGLY ENCOURAGE YOU TO CONSULT A TAX ADVISOR BEFORE ENROLLING IN THE PLAN OR DISPOSING OF ANY SHARES PURCHASED UNDER THE PLAN.** Capitalized terms not otherwise defined in this Prospectus will have the same meaning as provided in the Plan.

Additional information about the Plan and its administration can be obtained by contacting Seagate at the following address and telephone number:

Attn: Equity Plan Administration
Seagate Technology Holdings plc
47488 Kato Road
Fremont, CA 94538
(510) 661-1475

THIS DOCUMENT CONSTITUTES A PART OF A PROSPECTUS COVERING SECURITIES THAT HAVE BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND IS INTENDED TO MEET THE REQUIREMENTS OF SECTION 10(a) OF THE SECURITIES ACT. THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE “SEC”) OR ANY STATE SECURITIES COMMISSION NOR HAS THE SEC OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this Prospectus is May 2021

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**GENERAL INFORMATION ABOUT
THE SEAGATE TECHNOLOGY HOLDINGS PUBLIC LIMITED COMPANY
AMENDED AND RESTATED EMPLOYEE STOCK PURCHASE PLAN**

General

The Plan was originally adopted by the Compensation Committee of the Board of Directors of Seagate Technology, an exempted limited liability company incorporated under the laws of the Cayman Islands, on October 24, 2002 and approved by shareholders on December 3, 2002. The effective date of the Plan is December 10, 2002. The Plan was amended and restated effective July 3, 2010 to reflect Seagate Technology plc becoming the parent company of the Seagate group of companies and assuming sponsorship of the Plan, as approved by shareholders on April 14, 2010. Seagate Technology plc assumed the Plan as of July 3, 2010. The Plan was further amended and restated effective July 25, 2017, and approved by shareholders on October 18, 2017. The Plan was amended effective May [19], 2021 to reflect the Company becoming the parent company of the Seagate group of companies and assuming sponsorship of the Plan. A total of 60,000,000 Ordinary Shares of the Company have been reserved for issuance under the Plan.

The Plan provides for the right of Eligible Employees to purchase Shares at a discount. For U.S. taxpayers, the Plan is intended to satisfy the requirements to receive the tax advantages allowed under Section 423 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”). See “Questions and Answers Concerning United States Federal Income Tax Consequences” below for information concerning the tax treatment of rights to purchase Shares pursuant to an employee stock purchase plan within the meaning of Section 423 of the Code (the “423 Plan”). In addition, the Plan authorizes the grant of purchase rights that are not required to comply with the requirements of Section 423 of the Code or all of the specific provisions of the Plan through sub-plans and other special rules adopted for certain offerings of the Plan outside the United States (together, the sub-plans and rules are referred to as the “Non-423 Sub-Plans”).

The Plan is not a qualified deferred compensation plan under Section 401(a) of the Code, and is not subject to the provisions of the U.S. Employee Retirement Income Security Act of 1974, as amended.

Purpose

We adopted the Plan to provide Eligible Employees with an opportunity to purchase Shares at a discount through accumulated payroll deductions.

Administration

The Plan is administered by a committee appointed by the Board of Directors of the Company (the “Board”) or by the Compensation Committee of the Board. Unless otherwise specified by the Board, the Plan is administered by the Company’s Benefits Administrative Committee (the “Committee”), which generally consists of senior members of management from the Company’s Finance and Human Resources functions.

The Committee has full power, in a manner not inconsistent with the Plan, to adopt, amend and rescind any rules for the administration of the Plan, to construe and interpret the Plan, to exercise any and all powers allocated to the Board under the Plan, to designate separate

offerings under the Plan and to make all other determinations, and take all action, necessary or advisable for the administration of the Plan. Members of the Committee will serve for such time as the Board may specify and may be removed at any time by the Board or the Compensation Committee of the Board.

Amendment and Termination

The Board has the power to terminate or amend the Plan at any time, subject to specified restrictions protecting the rights of participating employees.

Upon a termination of the Plan, the Board may, in its discretion (a) return, without interest, the payroll deductions credited to Participants' accounts to such Participants, or (b) set an earlier Purchase Date with respect to the Offering and Purchase Periods then in progress.

Securities to be Purchased

The securities to be purchased under the Plan by Participants are Ordinary Shares of the Company. Such Shares are issued directly to a Plan participant (a "Participant") by the Company after the Participant exercises his or her rights to purchase Shares under the Plan. The Shares have been registered by the Company with the SEC under Form S-8. Once Shares are purchased by a Participant, the Participant becomes entitled to attend shareholder meetings, vote on matters submitted to a vote of the shareholders, and receive any dividends that may be declared on the Shares as well as a pro-rata share of assets remaining available for distribution to shareholders upon liquidation of the Company. The Shares currently have no preemptive rights. (Under Irish law, there are certain statutory preemptive rights that apply automatically in favor of shareholders; however, the Company has opted out of these rights in its constitution as permitted under Irish law. This disapplication of the statutory preemptive rights will expire April 18, 2022, unless renewed, revoked or extended prior to that date. The disapplication of statutory preemptive rights can be renewed for periods of up to five years by a special resolution of the shareholders, which requires the affirmative vote of not less than 75% of the votes cast at a meeting of shareholders.) While the Board has authority, within certain limitations, to issue preferred shares, which may have one or more preferences over the Ordinary Shares, no preferred shares are outstanding as of the date of this Prospectus. A Participant will not acquire the rights of a shareholder until the Company has issued Shares following the purchase of Shares by the Participant under the Plan.

The Company's Shares are traded on the Nasdaq Global Select Market under the ticker symbol "STX." You can find daily share information on the Company's website, in the newspaper or via any electronic reporting service.

Questions About the Plan

If you have questions about the Plan, you may contact Equity Plan Administration at stockadmin@seagate.com or call (+1) (510) 661-1000. You may also direct questions via regular mail to Seagate Technology Holdings plc, Attn: Equity Plan Administration, 47488 Kato Road, Fremont, CA 94538.

INFORMATION ABOUT SEAGATE TECHNOLOGY HOLDINGS PUBLIC LIMITED COMPANY

As a Participant in the Plan, it is important that you understand the Company, its products, operations and financial condition. Like any shareholder of the Company, you can keep yourself informed about the Company by reviewing reports and other documents that the Company prepares for shareholders and the general public. If you become a shareholder of the Company, you will be entitled to attend shareholder meetings and to vote in the election of directors and other matters brought before the shareholders.

The U.S. federal securities laws require the Company to provide information about its business and financial status in annual reports, commonly known as “10-Ks,” and quarterly reports, commonly known as “10-Qs.” In addition, if certain important corporate events occur during the year, the Company must file current reports, commonly known as “8-Ks.” The Company also prepares and files with the SEC a proxy statement in connection with the annual general meeting of shareholders. The proxy statement provides further information about the Company and its officers, directors and major shareholders. From time to time the Company may also file other documents with the SEC as required by Sections 13(a), 13(c), 14 and 15(d) of the U.S. Securities Exchange Act of 1934, as amended (the “Exchange Act”). All of these documents constitute part of the information that the Company is required by the U.S. federal securities laws to provide or make available to you in connection with the issuance and/or purchase of Shares under the Plan.

The SEC allows the Company to “incorporate by reference” certain of its publicly filed documents into this Prospectus, which means that information included in those documents is considered part of this Prospectus. The Company incorporates by reference into this Prospectus the following documents or information filed with the SEC pursuant to the Exchange Act:

- a) the Company’s latest annual report on Form 10-K filed pursuant to Section 13(a) or 15(d) of the Exchange Act, which contains audited financial statements for our latest fiscal year, including all material incorporated by reference therein; and
- b) All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the document referred to in (a) above (in each case other than information deemed to be “furnished” rather than “filed” in accordance with the SEC’s rules).

In addition, the Company incorporates by reference into this Prospectus the description of its Shares contained in our Registration Statement on Form 8-A filed with the SEC on December 6, 2002, as amended by Form 8-K12B and 8-K12B/A, filed with the SEC on July 6, 2010 and July 9, 2010, respectively, including any amendment or reports filed for the purpose of updating such information. All documents subsequently filed by the Company pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act will be deemed to be incorporated by reference in this Prospectus and to be a part hereof from the date of the filing of such documents, until the Company files a post-effective amendment, which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold. Information that the Company files with the SEC after the effective date of this Prospectus will automatically update and (as applicable) supersede information previously incorporated by reference. The Company is not, however, incorporating by reference any documents or portions thereof, whether specifically listed above or filed in the future, that are not deemed “filed” with the SEC, or any information

furnished pursuant to Items 2.02 or 7.01 of any Current Report on Form 8-K, or certain exhibits furnished pursuant to Item 9.01 of Form 8-K.

All reports and documents filed with the SEC are available through the SEC's website at <http://www.sec.gov/>. Copies of the documents described above are available (or will be made available) without charge through our Equity Plan Administrator at the address and telephone number listed on the cover of this Prospectus. Note that if you are currently one of the Company's shareholders, you should already be receiving either paper or electronic copies of our proxy statement and other shareholder communications.

No person has been authorized to give any information or to make any representations other than those contained in this Prospectus in connection with the offering described herein, and if given or made, such information or representations must not be relied upon. This Prospectus does not constitute an offer of any securities other than those which it relates, or an offer to sell or a solicitation of an offer to buy any securities in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. Neither the delivery of this Prospectus nor any sales made hereunder will, under any circumstances, create any implication that there has been no change in the affairs of the Company or its affiliates since the date hereof.

QUESTIONS AND ANSWERS ABOUT THE RIGHT TO PURCHASE SHARES UNDER THE AMENDED AND RESTATED EMPLOYEE STOCK PURCHASE PLAN

General Plan Provisions

Q1. What is the basic structure of the Plan?

The Plan is a payroll deduction plan which provides an opportunity for Eligible Employees to become shareholders of Seagate through the purchase of Shares at a discount. Only subsidiaries designated by the Company (as listed in Appendix A of this Prospectus or as may be designated in the future) are eligible to participate. Each such subsidiary will be referred to as a “Participating Employer.”

The Plan has been implemented by a series of Offering Periods. Each Offering Period will be six months and consist of one Purchase Period that runs concurrently with the Offering Period. The first trading day of the Offering Period is called the Offering Date. The last trading day of a Purchase Period is called the Purchase Date. A trading day is a day on which the U.S. national securities exchanges are open for trading. Offering Periods will begin on or after February 1 and August 1 of each year and will end on the last trading day on or before the next July 31 and January 31, respectively, following the start of the Offering Period.

EXAMPLE: The following chart illustrates the timing of Offering and Purchase Periods:

First Offering and Purchase Periods	February 1, 2021 through July 30, 2021
Second Offering and Purchase Periods	August 2, 2021 through January 31, 2022

An employee who meets the eligibility criteria (see Q3) will automatically be granted a right to buy Shares under the Plan on the first Offering Date on which he or she is eligible. However, he or she will not become a Participant unless he or she enrolls in the Plan (see Q6 below).

Assuming an Eligible Employee has appropriately enrolled in the Plan, payroll deductions will begin with the first payroll paid following the Offering Date and will end on the last payroll paid on or prior to the last Purchase Date of the Offering Period, unless the Participant terminates his or her participation earlier in accordance with the Plan. Payroll deductions have been coordinated as closely as administratively feasible on a global basis to ensure Participants’ deductions are taken over the same period of time. Shares will be purchased by Participants automatically on the Purchase Date of each Offering Period in which you participate.

Q2. How many Shares may be issued under the Plan?

A total of 60,000,000 Shares have been reserved for issuance under the Plan.

The maximum number of Shares that any Participant may purchase under the Plan during an Offering Period is 1,000 Shares. No more than 1,500,000 Shares in total may be purchased collectively by all Participants during any single Purchase Period, unless and until the Board determines otherwise.

Q3. Am I eligible to participate in the Plan?

Employees of the Company or a Participating Employer are eligible to participate in the Plan. Members of our Board who are not employees of a Participating Employer, consultants, independent contractors, temporary workers employed by a third party and employees who do not work for a Participating Employer are not eligible to participate in the Plan. In addition, pursuant to a Non-423 Sub-Plan adopted by Seagate under the Plan, contract workers employed by Seagate in countries specified in the sub-plan are treated as employees for purposes of the Plan and are therefore eligible to participate in the Plan.

Please refer to Appendix A for a list of Participating Employers and the countries in which employees of such Participating Employers are eligible to participate in the Plan, and Appendix B for a list of the countries in which contract workers are eligible to participate in the Plan.

In addition, an Eligible Employee will be permitted to participate in a specific Offering Period only if he or she is “actively employed” during or prior to the first week of the open enrollment period for such Offering Period. The Committee may require that an individual be actively employed for a different minimum period (not to exceed 30 days) prior to an Offering Period in order to be eligible to participate with respect to that Offering Period. You may refer to the Employee Stock Purchase Plan Policy on the Company’s intranet under HR Services for specific information on the current minimum employment period established by the Committee.

Finally, you will not be permitted to participate in the Plan if you would be deemed to own five percent (5%) or more of the total combined voting power or value of all classes of Shares of the Company or any subsidiary (including Shares that you may purchase under the Plan or under any other outstanding options or conversion rights) immediately after you are granted a right to purchase Shares under the Plan.

Q4. How do I become a Participant?

When you become eligible, you may elect to participate in the next available Offering Period by following the Company’s enrollment process during an open enrollment period (see Q5 and Q6 below).

Unless the Committee provides otherwise or you withdraw from the Plan or terminate employment, you will automatically be re-enrolled in each subsequent Offering Period following the end of the Offering Period in which you are enrolled. Your contributions for each subsequent Offering Period will be automatically deducted from each paycheck based on the rate you last selected unless you change your contribution during the next

open enrollment period in accordance with the process described in Q6 below.

Q5. When is the open enrollment period for an Offering Period?

Each two (2) week open enrollment period begins approximately four (4) weeks before the beginning of each Offering Period. The Company announces the exact dates prior to the start of each open enrollment period.

Q6. How do I enroll, withdraw or make changes to my contributions to the Plan?

You may enroll, withdraw or make changes to your contribution percentage in the Plan by following the electronic enrollment process through the specific brokerage firm (the “Designated Broker”) whom the Company has retained to handle a portion of the administration of the Plan and the Shares purchased under the Plan. (The Designated Broker is currently E*TRADE). Alternately, an Enrollment/Withdrawal and Change Form is available on the Company’s intranet under HR Services. If you do not have access to the Company’s intranet and would like to enroll in or withdraw from the Plan or change your contributions, please contact Human Resources Central (“HRC”).

Q7. Can I participate in a Purchase Period after it has begun? What if I start employment or first become eligible to participate in the middle of an Offering Period?

Regardless of whether you are a new hire, are newly eligible to participate (for example, your status changes from contractor to employee), or are a previously eligible non-participating employee, you may not join an ongoing Purchase Period or Offering Period. In order to participate in an Offering Period, you must have enrolled in the Plan during the open enrollment period for that Offering Period (see Q5 above).

Q8. How much of my earnings can I have withheld to purchase Shares under the Plan?

If you are eligible to participate in the Plan, you may authorize payroll deductions at the rate of any whole percentage up to 10% of your Compensation not to exceed \$25,000 worth of Shares for each calendar year. “Compensation” is defined as your base cash compensation and commissions, but excludes such items as allowances, differentials, bonuses, premiums such as those for working shifts or overtime, income from the exercise, vesting and/or the sale, exchange or other disposition of a compensatory share award granted to you by Seagate or a Participating Employer, and other forms of extraordinary compensation.

Q9. Will the amount of any contributions be affected by changes in my rate of pay?

Yes. The rate of payroll deductions that you have authorized is a percentage of your Compensation. Thus, if your Compensation changes during an Offering Period, the amount of your contributions will change, but the percentage of Compensation deducted from your paycheck will remain the same.

Q10. Can I contribute additional amounts if I want to buy additional Shares?

No.

Q11. How many Shares can I purchase under the Plan?

In any Purchase Period, you may generally purchase a whole number of Shares whose value does not exceed the value of your total payroll deductions for that Purchase Period. No fractional Shares will be issued. In addition, you will not be permitted to purchase more than 1,000 Shares in any Purchase Period (see Example 1 below) or \$25,000 worth of Shares in any calendar year under the Plan (see Example 2 below).

Further, if the purchase of Shares using all of your and other employees' payroll deductions would result in the sale of more than the number of Shares then available under the Plan (see Q2 above), the Company will allocate a *pro rata* portion of the Shares available for purchase to you and other Participants in as uniform a manner as is practical (see Example 3 below).

The Company will refund to you, without interest, any payroll deductions that cannot be applied to the purchase of Shares as a result of one or more of these limitations.

EXAMPLE 1: The following example illustrates the 1,000 Share per Participant limit.

Assume that on a Purchase Date, the purchase price for the Shares is \$10 per share and the balance in your Plan account is \$11,000. On this Purchase Date, 1,000 Shares are purchased in your name for \$10,000. The remaining balance of \$1,000 will be returned to you without interest.

EXAMPLE 2: The following example illustrates the \$25,000 per Participant limit.

Assume the closing price of our Shares on the Offering Date of an Offering Period that began on August 1 is \$30.00. Also, assume that on the Purchase Date of this Offering Period (i.e., January 31 of the following calendar year), the closing price of our Shares is \$11.00 per share, and the balance in your Plan account is \$8,000. In this example, your purchase price is \$9.35 per share, which is 85% of the January 31 closing price of \$11.00 per share (see Q17 below). The number of shares you would have been able to purchase is 855 Shares. However, for purposes of the \$25,000 limit, the 855 Shares must be valued at \$30 per share, based on the closing price of the Shares on the Offering Date, for a total value of \$25,650. Since this exceeds the \$25,000 limit, your purchase will be reduced to 833 Shares (833 Shares at \$30 has an aggregate value of \$24,990) for a total purchase price of \$7,788.55. The remaining balance of \$211.45 will be returned to you without interest.

EXAMPLE 3: The following example illustrates the aggregate 1,500,000 Purchase Date limit.

Assume that on the Purchase Date, the total number of Shares calculated for all Participants based on their accumulated contributions for that period would purchase 1,650,000 Shares. Since this is more than the Purchase Period maximum limit of 1,500,000 Shares, you would be permitted to purchase 90.91% of the Shares, rounded down to the nearest whole Share, that you would have otherwise been able to purchase (1,500,000 divided by 1,650,000 equals 90.91%). The remaining balance of your accumulated payroll deductions will be returned to you.

Q12. May I change my contributions?

You may increase or decrease the percentage of your contributions through payroll deductions only during an open enrollment period (or such other times specified by the Committee, if any). You may change your contribution percentage during an open enrollment period by following the enrollment process (see Q6 above).

Alternatively, you may completely withdraw from the Plan (see Q21 below).

In any event, your contributions will be discontinued automatically by the Company if you would otherwise exceed the \$25,000 annual limit described in Q11 above.

Q13. What happens to my contributions?

Your contributions are credited to your individual Plan account; however, unless otherwise required by law, the funds are maintained in a general corporate account from which you will receive no interest. The Company may use your payroll deductions for general corporate purposes, and those amounts may be commingled with the Company's general assets.

On each Purchase Date, the balance then credited to your individual Plan account will be applied to the purchase of as many full Shares as can be purchased, subject to all applicable Plan limitations (see Q2 and Q11 above).

Q14. What happens to unused contributions?

Any unused contributions will be returned to you, without interest, as soon as administratively feasible after the end of the Purchase Period, except that amounts that were unused due to being insufficient to purchase a full Share may, in the Committee's discretion, be carried forward to the subsequent Offering Period.

Q15. May I assign or transfer my accumulated payroll contributions or rights to purchase shares under the Plan?

Neither payroll deductions credited to a Participant's account, nor any rights to purchase Shares under the Plan may be assigned, transferred, pledged or otherwise disposed of (whether voluntarily or involuntarily), and any such attempted assignment, transfer, pledge or other disposition will not be effective and will generally be treated as an election to terminate participation in the Plan.

Purchasing Shares

Q16. When are Shares purchased under the Plan?

Shares are purchased on each Purchase Date, which is the last trading day of each Purchase Period. Purchase Periods are six (6) months in length and will generally end on or around January 31 and July 31 of each calendar year.

Q17. At what price are Shares purchased?

The purchase price for a Purchase Period will generally be equal to the lesser of (a) 85% of the closing price of our Shares on the Offering Date or (b) 85% of the closing price for our Shares on the Purchase Date.

EXAMPLE 1: The following example illustrates what happens when the closing price of the Shares increases over the course of the Purchase Period. If the closing sales price of the Shares is \$10.00 on the Offering Date and \$20.00 on the Purchase Date, the Purchase Price for each Share will be \$8.50 (85% of \$10.00).

EXAMPLE 2: The following example illustrates what happens when the closing price of the Shares decreases over the course of the Purchase Period. If the closing sales price of the Shares is \$10.00 on the Offering Date and \$7.00 on the Purchase Date, the Purchase Price will be \$5.95 (85% of \$7.00).

Q18. Do I pay commissions on the purchase or sale of Shares under the Plan?

You pay no commissions when Shares are purchased for you under the Plan. If you decide to sell the Shares, you can expect to be charged a fee or commission at the time of the sale by a stockbroker, including the Designated Broker. Information about the Designated Broker is available on the Company's intranet under HR Services. You do not have to use the Designated Broker to sell your Shares, and you may follow the procedures of the Designated Broker to have your Shares transferred to another brokerage firm if you wish to have another broker maintain a personal brokerage account for you and/or sell your Shares. Note that you may also establish a personal brokerage account with the Designated Broker.

Q19. In whose name will the Shares purchased under the Plan be issued?

Shares purchased under the Plan will be issued only in your name.

Q20. When will I receive the Shares purchased under the Plan?

As soon as is practical after each Purchase Date, Seagate will deposit the Shares purchased for you in a brokerage account with the Designated Broker (see Q18 above). Your rights as a shareholder with respect to these Shares begin at the time the Shares are deposited in your brokerage account.

Generally, you will receive a statement after each Purchase Date notifying you that the Shares have been deposited in your brokerage account.

Early Termination and Other Changes to Your Share Purchase Rights

Q21. May I withdraw from the Plan?

Yes, you may withdraw completely by completing the withdrawal process prior to the next payroll cutoff date for your location (see Q6 above for the withdrawal process). No partial withdrawals may be made. If you withdraw during an ongoing Purchase Period, no Shares will be purchased for you and the entire balance credited to your Plan account

as of the date of withdrawal will be paid to you, without interest, as soon as practical. However, if you attempt to withdraw within approximately four (4) weeks prior to a Purchase Date (or within such other period as established by the Committee), a purchase will still be made on your behalf on the Purchase Date and your withdrawal will be deemed effective for the next Offering Period. No interest will be paid on amounts refunded to you upon withdrawal.

Q22. If I withdraw, may I again participate in the Plan?

Yes, provided you continue to be an Eligible Employee, you may participate in the next or future Offering Periods (see Q6 above for the enrollment process).

Q23. What happens if I go on a leave of absence?

In general, Eligible Employees on approved leaves of absence are eligible to enroll and/or continue to participate in the Plan. Payroll deductions will continue to be made from any Compensation paid to you by the Company or your Participating Employer, as applicable. No deductions will be made from disability insurance payments or other income replacement payments such as workers' compensation.

Q24. What happens if I transfer employment?

If you transfer to a position with a subsidiary of the Company that is not a Participating Employer and/or to a country that is not eligible to participate in the Plan, your participation in the Plan will be terminated and you will receive a refund of any accumulated payroll deductions, without interest. If you transfer employment between Seagate and a designated subsidiary participating in the 423 Plan (as set forth in Appendix A to the Plan) or between designated subsidiaries participating in the 423 Plan, your participation in the Plan will continue unless and until otherwise terminated in accordance with the Plan. Similarly, if you transfer employment between designated subsidiaries participating in a Non-423 Sub-Plan (as set forth in Appendix A to the Plan), your participation in the Plan will continue unless and until otherwise terminated in accordance with the Plan.

However, if you transfer employment from Seagate or a designated subsidiary participating in the 423 Plan to a designated subsidiary participating in a Non-423 Sub-Plan, your participation in the Plan will continue, provided, however, that such participation will be under the applicable Non-423 Sub-Plan as of the date of such transfer. All of your accumulated payroll deductions (whether taken while you were employed by Seagate or a designated subsidiary participating in the 423 Plan or while you are employed by a designated subsidiary participating in a Non-423 Sub-Plan) will be used to purchase Shares under the applicable Non-423 Sub-Plan, unless you withdraw from the Plan as described in Q6 above.

If you transfer employment from a designated subsidiary participating in a Non-423 Sub-Plan to Seagate or a designated subsidiary participating in the 423 Plan, any accumulated payroll deductions taken while you were employed by a designated subsidiary participating in a Non-423 Sub-Plan will be used to purchase Shares under the applicable Non-423 Sub-Plan on the next Purchase Date following such transfer. However, no new payroll deductions shall be taken for the remainder of the Purchase Period in which the

transfer occurs. As of the next Offering Date following such transfer, you will participate in the 423 Plan and payroll deductions shall automatically resume and be used to purchase Shares under the 423 Plan, unless you withdraw from the Plan as described in Q21 above.

Additionally, the Committee may establish different rules to govern transfers of employment among the Company and any designated subsidiaries, consistent with any applicable requirements of Code Section 423 and the terms of the Plan.

Q25. What happens if my employment terminates or I die or retire while participating in the Plan?

Termination of your employment with Seagate or a Participating Employer for any reason, including retirement or death, will terminate your participation in the Plan. The balance of the contributions credited to your account at the time of termination will generally be paid (without interest) to you or, in the event of your death, to your estate, as soon as practical.

Q26. What happens if Seagate dissolves or liquidates?

In the event of the Company's dissolution or liquidation, the current Offering Period will terminate immediately prior to the proposed action and all outstanding rights to purchase Shares will automatically terminate. Unless otherwise provided by the Board or required by local law, the amounts of all payroll deductions will be refunded without interest.

Q27. What happens if Seagate undergoes a Change of Control?

The Plan defines a "Change of Control" of the Company as any of the following events: (i) the sale, exchange, lease or other disposition of all or substantially all of the assets of the Company to a person or group of related persons; (ii) a merger, reorganization, recapitalization, consolidation or other similar transaction involving the Company in which the voting securities of the Company owned by the shareholders of the Company immediately prior to such transaction do not represent more than 50% of the total voting power of the surviving controlling entity outstanding immediately after such transaction; (iii) any person (or group of related persons) is or becomes the beneficial owner, directly or indirectly, of more than 50% of the total voting power of the voting securities of the Company; or (iv) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board (together with any new directors whose election by such Board was approved by a vote of a majority of the directors then in office) cease for any reason to constitute a majority of the Board then in office.

In the event of a Change of Control, each purchase right under the Plan may be assumed or an equivalent purchase right may be substituted by the successor corporation or its parent or subsidiary. If the successor corporation refuses to assume or substitute for outstanding purchase rights, then in the sole discretion of the Board, (a) the Board will establish a date on or before the consummation of the Change of Control transaction to be treated as a Purchase Date, and all outstanding purchase rights will be exercised on such date, (b) all outstanding purchase rights will terminate and the accumulated payroll deductions will be refunded without interest to the Participants, or (c) outstanding purchase rights will continue unchanged.

Q28. What happens if there is a recapitalization or other change in Seagate’s Shares?

If there is any change in the outstanding Shares because of a merger, consolidation, spin-off, reincorporation, reorganization, recapitalization, dividend made in property other than cash, share split, reverse share split, share dividend, liquidating dividend, extraordinary dividend or distribution, combination, exchange, or reclassification of our Shares, or any other increases or decreases in the number of Shares effected without receipt of consideration by Seagate, the Board may make appropriate adjustments in (a) the number and price of securities covered by each purchase right which has not yet been exercised, (b) the number of securities which have been authorized and remain available for issuance under the Plan, and (c) the maximum number of securities which may be purchased by a Participant in a Purchase Period. The Board also has the discretion to take any further actions that it determines to be necessary or appropriate under the circumstances. The Board’s determinations in the exercise of the authority described in this Q28 shall be conclusive and binding.

Sale or Other Disposition of Shares

Q29. When can I sell Shares purchased under the Plan?

Generally, you may sell any Shares purchased under the Plan as long as you comply with the Company’s [Securities Trading Policy](#), a copy of which is available on the Company’s intranet. If you do not have access to the Company’s intranet, you may request a copy by contacting Equity Plan Administration at the address and phone number listed on the front page of this Prospectus. Generally speaking, unless you are a “Section 16 Insider” or “Designated Insider” (each as defined in the [Securities Trading Policy](#)), you can sell your Shares so long as you are not in possession of material nonpublic information (See Q30 below).

However, if you are a “Section 16 Insider” or “Designated Insider”, you are subject to additional trading restrictions and procedures as set forth in the Company’s [Securities Trading Policy](#) (see Q31-32 below).

The tax treatment of your sale may vary depending on how long you hold the Shares before selling them. See “Questions and Answers Concerning United States Federal Tax Consequences” below for general information about the U.S. federal income tax implications of the sale of Shares purchased under the Plan.

Q30. If I am aware of material nonpublic information, can I sell Shares before the news is disclosed to the public?

No. You may not sell your Shares (whether you purchased these Shares pursuant to the Plan or otherwise) if you are aware of “material nonpublic information” before this information has been disseminated to the public, nor may you disclose such information to others. Generally, “material nonpublic information” is any information, positive or negative, that a reasonable investor would consider important in determining whether to buy, sell, or hold securities, that has not been widely circulated to the general public in a manner that complies with applicable securities laws (for example, by a press release or in a report filed with the SEC). A determination as to whether information is material or nonpublic depends on all of the related facts and circumstances. Certainly, if the

information makes you want to buy or sell, it would probably have the same effect on others. Material information may include projections, estimates or proposals; see the Company's [Securities Trading Policy](#) for additional examples.

If you are contemplating selling your Shares and think you have "material nonpublic information", you should discuss your possible sale with the Company's Chief Legal Officer. If, after such discussion, it is determined that the information is in fact "material nonpublic information", you must wait to sell your Shares until after such information has been made public.

Q31. If I am a "Section 16 Insider" or "Designated Insider", what additional trading restrictions and procedures apply to me?

If you are a "Section 16 Insider" or "Designated Insider", in addition to complying with the prohibition against trading on material nonpublic information (See Q30 above), you must obtain written pre-clearance if you wish to purchase, sell, gift or otherwise transfer or dispose of Shares purchased by you under the Plan and/or through other means. The Company has established four "windows" of time during its fiscal year in which requests for pre-clearance may be submitted and pre-cleared trades and gifts may be transacted. You should review the Company's [Securities Trading Policy](#) for a more detailed description of the trading restrictions and procedures that apply to you. The [Securities Trading Policy](#) is available on the Company's intranet. If you do not have access to the Company's intranet, you may request a copy by contacting Equity Plan Administration at the address and phone number listed on the front page of this Prospectus.

Q32. Do special rules apply to me if I am a "Section 16 Insider"?

Yes, if you are "Section 16 Insider", as noted in Q31 above, you are subject to special rules regarding the sale of Shares. In addition, "Section 16 Insiders" eligible to participate in the Plan may be deemed to be "affiliates" of the Company as the term is defined under the Securities Act. Shares purchased under the Plan by an "affiliate" may only be reoffered or resold pursuant to an effective registration statement or pursuant to Rule 144 under the Securities Act (or another exemption from the registration provisions of the Securities Act). Reoffers and resales by "affiliates" are still treated as subject to the requirements and limitations of Rule 144.

Further, regulations promulgated by the SEC govern the application of Section 16 of the Exchange Act to your transactions under the Plan and otherwise. In accordance with these regulations, the receipt of a right to purchase Shares and your purchase of Shares under the Plan will generally be an exempt purchase that is not required to be matched against your sales of the Company's securities. A sale of Shares obtained under the Plan, however, is not an exempt sale and may be matched with non-exempt purchases of the Company's securities occurring within six months of the date of sale. If you sell Shares, you may not engage in a non-exempt purchase of Shares within six months before or after the date of sale. If you do, you will be required to turn over the profit made on the sale of Shares to the Company.

In any event, you will also be required to complete a Form 4 within two business days of the sale. In general, you must obtain pre-clearance (see Q31 above) and notify Equity Plan Administration concurrently with any planned transaction in order that the Form 4

filing can be timely completed on your behalf. You should also contact the Company's Chief Legal Officer if you have any questions regarding your obligations.

Q33. Are there other requirements or restrictions on the sale of Shares issued under the Plan?

If you work for Seagate outside of the United States, the laws of the jurisdiction in which you reside or in which you work may apply to you. Information about any applicable restrictions will be available from Human Resources. In addition, regardless of your location, the Company may impose restrictions on the times during which you may be permitted to sell your Shares. The Company and/or the Designated Broker will generally inform you of the implementation of any such period.

Q34. Does my participation in the Plan have any impact on the terms of my employment?

Neither the Plan nor your participation in the Plan gives you the right to remain employed by Seagate or a Participating Employer for any specific period.

Q35. Can the Company change the terms of my rights under the Plan?

The Company will generally not change the terms of your rights under the Plan during an ongoing Offering Period without your consent. However, under certain circumstances, including but not limited to a change in the Shares (see Q28 above) or a merger, acquisition or similar transaction (see Q27 above), changes to your rights may be made without your consent. In addition, the Company can prospectively change the terms of your rights under the Plan at any time by amending the Plan, and may terminate or suspend the Plan. Certain changes will require shareholder approval. For example, shareholder approval must be obtained if the amendment increases the number of Shares authorized under the Plan or if tax, securities or other laws require shareholder approval for the amendment. Upon a termination or suspension of the Plan, the Board may, in its discretion (a) return accumulated payroll deductions credited to Participants' Plan accounts, without interest, or (b) set an earlier Purchase Date with respect to the Offering and Purchase Periods then in progress.

QUESTIONS AND ANSWERS CONCERNING UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

The following discussion is for general information only and is based on the U.S. federal income tax law now in effect, which is subject to change, possibly retroactively. The questions and answers below do not discuss all aspects of the U.S. federal income taxation which may be important to you in light of your individual investment circumstances and/or if you are subject to special tax rules. Moreover, this summary does not address specific state, local or foreign tax consequences. In addition, if you are participating in the Plan through a Non-423 Sub-Plan, some of the information below may not be accurate for your situation and you should refer to Q47 for a brief description of the relevant U.S. federal tax consequences. This summary assumes that the Shares you acquire upon purchase will be held as a “capital asset” (generally property held for investment) as defined by the Code.

YOU ARE URGED TO CONSULT YOUR TAX ADVISOR REGARDING THE SPECIFIC U.S. FEDERAL, STATE, LOCAL AND FOREIGN INCOME AND OTHER TAX CONSEQUENCES OF YOUR TRANSACTIONS.

Q36. Am I taxed on the money withheld to purchase Shares?

Yes. The money withheld from your Compensation to purchase Shares under the Plan is taxable income to you just as if you had actually received the money. The amount withheld under the Plan is subject to all payroll taxes such as Social Security and state, local and federal income taxes.

Q37. Do I have to pay tax when Shares are purchased by me under the Plan?

No. Even though you are buying the Shares at a discount to the fair market value of the Shares at the time of purchase, you do not have to pay income tax on this benefit to you at the time of purchase. In addition, you will not be subject to employment taxes (*e.g.*, Social Security and Medicare taxes).

Q38. When will I be subject to U.S. federal income tax on the Shares purchased by me under the Plan?

Generally, you will recognize income for U.S. federal income tax purposes in the year in which you make a disposition of the purchased Shares. The term “disposition” generally includes any transfer of legal title, whether by sale, exchange or gift. It does not include a transfer to your spouse, a transfer into joint ownership if you remain one of the joint owners, or a transfer into your brokerage account.

Q39. How is my U.S. federal income tax liability determined when I sell the Shares?

Your U.S. federal income tax liability will depend on whether you make a disqualifying or qualifying disposition of the purchased Shares. A disqualifying disposition is any sale or other disposition that is made within two years after the Offering Date and within one year after the Purchase Date. A qualifying disposition will occur if the sale or other disposition of the Shares is made after you have held the Shares for more than two years after the Offering Date and more than one year after the Purchase Date.

Q40. What happens if I make a disqualifying disposition?

You will recognize ordinary income in the year of the disqualifying disposition equal to the excess of (a) the fair market value of the Shares on the Purchase Date over (b) the purchase price paid for the Shares. Any additional gain recognized upon the disqualifying disposition will be capital gain. The capital gain will be long-term if you held the Shares more than one year after the Purchase Date, and will be short-term if you held the Shares not more than one year from the Purchase Date. The current U.S. federal income tax rate on long-term capital gains is generally 15% (although it may be higher or lower, depending on your total income for the year, and for 2020, the maximum long-term capital gains rate is 20%), and short-term capital gains are taxed at the same rates as ordinary income. The current general maximum U.S. federal income tax rate for ordinary income (and therefore short-term capital gains) is 37%.

Note, however, that if the proceeds of sale are less than the fair market value of the Shares on the Purchase Date, you will recognize a short-term or long-term capital loss, depending on how you held the Shares before selling them.

EXAMPLE: Assume the Offering Period began on August 1, 2019, when the fair market value of the Shares was \$46.26 per share. On January 31, 2020, when the fair market value was \$56.99 per share, Shares were purchased for you under the Plan at a price of \$39.32 per share (i.e., a 15% discount from the Offering Date). On December 4, 2020, you sold the Shares for \$64.07 per share in a disqualifying disposition. The income tax treatment of your \$24.75 per share profit (\$64.07 selling price - \$39.32 purchase price) will be as follows:

Ordinary Income Per Share:	\$17.67 per share, based on the difference between the \$56.99 fair market value on the Purchase Date and the \$39.32 per share purchase price.
Short-Term Capital Gain Per Share:	\$7.08 per share, based on the difference between the \$64.07 per share selling price and the \$56.99 fair market value on the purchase. Since the Shares were held for less than one year from the purchase date, this additional gain will be taxed at short-term capital gain rates.

Q41. What happens if I make a qualifying disposition?

You will recognize ordinary income in the year of the qualifying disposition equal to the lesser of: (1) the amount by which the fair market value of the Shares on the date of the qualifying disposition exceeds the purchase price paid for the Shares, or (2) the amount by which the fair market value of the Shares on the Offering Date exceeds the discounted Offering Price (that amount is typically 15% of the fair market value of the Shares on the Offering Date). Any additional gain recognized upon the qualifying disposition will be a capital gain. Under current law, the capital gain will be long-term because you held the Shares for more than one year after the Purchase Date. The current U.S. federal income tax rate on long-term capital gains is generally 15% (although it may be higher or lower, depending on your total income for the year, and for 2020, the maximum long-term capital gains rate is 20%). Note that if the sale price is less than the purchase price, you

will not be required to recognize any ordinary income and will be able to recognize a long-term capital loss for the difference between the sale price and the purchase price.

EXAMPLE: Assume that on February 1, 2018, the first day of the Offering Period, the fair market value of the Shares was \$54.44 per share. Also assume that on the July 31, 2018 Purchase Date, when the fair market value was \$52.62 per share, Shares were purchased for you under the Plan at a price of \$44.73 per share (i.e., a 15% discount from the Purchase Date) and that on February 3, 2020, you sold the Shares for \$57.95 per Share in a qualifying disposition. The income tax treatment of your \$13.22 profit per share (\$57.95 selling price - \$44.73 purchase price) would be as follows:

Ordinary Income Per Share:	\$8.17 per share, based on the lower of (a) the 15% discount to the \$54.44 fair market value on the Offering Date or (b) the excess of the \$57.95 per share selling price over the \$44.73 purchase price
Long-Term Capital Gain Per Share:	\$5.05 per share, based on the difference between the \$57.95 per share selling price and \$52.90 (\$44.73 purchase price plus \$8.17 in ordinary income previously recognized). Since the Shares were held for more than one year from the Purchase Date, the additional gain will be taxed at long-term capital gain rates.

Q42. Does Seagate report my sale of Shares to the IRS?

The Company will generally report to the IRS any ordinary income recognized by you as the result of a sale or other disposition of your Shares on your W-2 wage statement for the year of the disposition; however, you are also required to report and pay taxes on all income recognized by you under the Plan.

Q43. Do I have to report the sale of Shares to Seagate?

YOU MUST NOTIFY SEAGATE IN WRITING WITHIN 30 DAYS FOLLOWING THE DATE OF ANY SALE OR OTHER DISPOSITION BY YOU OF SHARES PURCHASED UNDER THE PLAN.

NOTE: If you sell your Shares through the Designated Broker, the sale will be reported for you.

Q44. Does Seagate withhold any taxes due as a result of any income I recognize on the sale of Shares?

No. It is your responsibility to report and pay any applicable taxes arising from your participation in the Plan, including any ordinary income that you recognize upon the disposition of your Shares. Ordinary income from a disposition that has been reported to the Company will be included on your W-2. The Company does not withhold taxes on the income you recognize.

Q45. What happens if I die before disposing of the Shares?

The personal representative of your estate must report as ordinary income in the year of your death the lesser of:

- the amount by which the fair market value of the Shares on the date of your death exceeds the purchase price of the Shares, or
- the amount by which the fair market value of the Shares on the Offering Date exceeds the discounted Offering Price (that amount is typically 15% of the fair market value of the Shares on the Offering Date).

Q46. What are the U.S. federal tax consequences to the Company?

If you make a disqualifying disposition of the purchased Shares, the Company will be entitled to an income tax deduction in the year of the disqualifying disposition equal to the amount of ordinary income you recognize upon such disposition. In no other event will a deduction be allowed to the Company with respect to purchase rights subject to Section 423 of the Code that are granted under the ESPP.

Q47. What are the U.S. federal tax consequences of participating in the Plan through a Non-423 Sub-Plan?

If a purchase right is granted to a U.S. taxpayer under a Non-423 Sub-Plan, then the amount equal to the excess of (i) the fair market value of the Shares on the Purchase Date over (ii) the purchase price paid for the shares will be treated as ordinary income at the time of the purchase, will be subject to tax withholding and will be reported on your Form W-2 wage statement for the year of the purchase. Any additional gain recognized upon the subsequent disposition of the Shares will be capital gain, which will be long-term if the shares are held for more than one year (generally the same treatment as described under Q40 above).

The Company will generally be entitled to an income tax deduction in the year of purchase equal to the amount of ordinary income that you realized at the purchase date, subject to the satisfaction of any tax-reporting obligations. FICA/FUTA taxes will be due in relation to ordinary income earned as a result of participation in a Non-423 Sub-Plan to the ESPP. **The above information is based on current tax laws in effect as of December 19, 2020. You are urged to consult your tax advisor regarding the specific U.S. federal, state, local and foreign income and other tax consequences of your transactions. In addition, you should note the information below regarding Irish stamp duty.**

QUESTIONS AND ANSWERS CONCERNING IRISH STAMP DUTY

Q48. Will the transfer of Shares be subject to Irish stamp duty?

Irish law imposes a 1% stamp duty on the consideration paid (or the market value of the Shares issued to you under the Plan, if higher) when you transfer such Shares unless you hold them through a book entry interest in the Depository Trust Company (“DTC”) and you transfer them to another holder who will also hold them through DTC. For example,

if you hold the Shares as a registered owner, the stamp duty will apply when you transfer the Shares. Any stamp duty due is the responsibility of the purchaser or transferee, which may affect your ability to sell or transfer Shares. The Company may pay any applicable stamp duty on behalf of the purchaser or transferee, but the Company is not obligated to do so.

If you hold Shares beneficially through E*TRADE, the Designated Broker, or another broker of your choosing who holds the Shares through DTC, any transfer of the Shares to another holder who also will hold the Shares through the DTC will not be subject to Irish stamp duty.

You are urged to consult your tax advisor regarding any other tax consequences of your transactions.

ADDITIONAL INFORMATION

Q49. Where can I obtain more information about the Plan?

You can obtain more information about the Plan, the Designated Broker, and country-specific details on the Company's intranet under HR Services. If you don't have access to the Company's intranet, information about the Plan and its administration can be obtained by contacting Seagate at the following address and telephone number:

Seagate Technology Holdings plc
Attn: Equity Plan Administration
47488 Kato Road
Fremont, CA 94538
(510) 661-1475

Q50. To whom should I direct my questions about the Plan?

If you have questions about the Plan, you may contact Equity Plan Administration by sending an email to: stockadmin@seagate.com.

APPENDIX A

SEAGATE TECHNOLOGY HOLDINGS PUBLIC LIMITED COMPANY EMPLOYEE STOCK PURCHASE PLAN PARTICIPATING EMPLOYERS

423 Plan

Seagate Technology (US) Holdings, Inc.
Seagate US LLC
Seagate Cloud Systems, Inc.
Seagate Federal, Inc.
Seagate Systems (US) Inc. (US employees)

Countries Covered by Non-423 Sub-Plan for Contractors (See Appendix B)

None

Non-423 Sub-Plan (See Appendix C)

Seagate Technology Australia Pty. Limited
Seagate Technology Canada Inc.
Seagate Technology HDD (India) Private Limited
Seagate Technology Manufacturing (Hong Kong) Limited
Seagate Technology (Ireland)
Nippon Seagate Inc.
Seagate Technology (Netherlands) B.V.
Seagate Technology (Netherlands) B.V. – Belgium Branch
Seagate Technology (Netherlands) B.V. – French Branch
Seagate Technology (Netherlands) B.V. – Sweden Branch
Seagate Technology (Netherlands) B.V. – Germany Branch
Seagate Technology (Netherlands) B.V. – Switzerland PE
Seagate Technology (Netherlands) B.V. – UK Branch
Seagate Technology Taiwan Ltd.
Seagate Technology (Suzhou) Co., Ltd.
Seagate Technology International (Wuxi) Co., Ltd.
Seagate Technology Israel Ltd.
Seagate Technology MEA DMCC (Dubai)
Penang Seagate Industries (M) Sdn. Bhd.
Seagate International (Johor) Sdn. Bhd.
Seagate Singapore International Headquarters Pte. Ltd.
Seagate Technology International, Singapore Branch
Seagate Technology (Thailand) Limited
Seagate Technology Services (Shanghai) Co., Ltd.
Seagate Global Business Services (Malaysia) Sdn. Bhd.
Dot Hill Singapore Pte. Ltd.

Seagate Cloud Systems Japan Ltd.
Dot Hill Systems Deutschland GmbH
Seagate Systems (Mexico) S.A. de C.V.
Seagate Systems (UK) Limited
Seagate Systems Ireland Limited
Seagate Systems (Malaysia) Sdn Bhd.
Seagate (Hangzhou) Data Recovery Services Co. Ltd.

List of Participating Countries

Australia
Belgium
Canada
China
Finland
France
Germany
Hong Kong
India
Ireland
Israel
Italy
Japan
Malaysia
Mexico
Netherlands
Poland
Singapore
Spain
Sweden
Switzerland
Taiwan
Thailand
United Arab Emirates
United Kingdom
United States

APPENDIX B

**SEAGATE TECHNOLOGY HOLDINGS PUBLIC LIMITED COMPANY
EMPLOYEE STOCK PURCHASE PLAN
COUNTRIES COVERED BY THE SUBPLAN FOR CONTRACT WORKERS**

None