

Artificial Intelligence and Analytics Products Requirements

Introduction.

These Artificial Intelligence and Analytics Products Requirements are contractual obligations under contractors, consultants, suppliers and vendors (collectively, “Suppliers”) agreement(s) between Supplier and Prudential (the “Agreement(s)”), or any obligations under applicable law. The more restrictive obligations and requirements shall apply to the extent of any conflict between any of the foregoing and these Artificial Intelligence and Analytics Products Requirements. Any capitalized terms not defined herein shall have meaning ascribed to it the Agreement to which these Artificial Intelligence and Analytics Products Requirements relate.

Artificial Intelligence and Analytics Products.

“Artificial Intelligence and Analytics Products” or “AIAP” means a quantitative application, product or service which (i) use large datasets and one or more artificial intelligence or machine learning algorithms to make predictions, estimations, and/or provide insights about future outcomes based on historical data and is intended to support business processes/decision; or (ii) which uses statistical methods to analyze, estimate, visualize and/or provide insights in support of business processes/decisions (including one-time use analytics).

Requirements.

- Notwithstanding anything to the contrary in the Agreement, no Prudential data, or other Prudential intellectual property or confidential information, may be used by Supplier or an AIAP to customize, train, or otherwise improve, directly or indirectly, any artificial intelligence model or product (including the AIAP) without Prudential’s express prior written consent in each instance.
- Supplier has implemented, and shall maintain throughout the term of the Agreement, a documented, risk-based governance and risk management policy to regularly monitor and/or audit the AIAP for bias, fairness, accuracy, and precision. Upon Prudential’s request Supplier will provide to Prudential a copy of such written policies.
- Upon Prudential’s request, such request not to be made more than once in any twelve month period unless Supplier has updated, replaced or supplemented its existing AIAP, Supplier shall promptly provide Prudential with information related to the AIAP, which may include one or more of the following as Prudential may request: (i) responses to a model performance questionnaire; (ii) copies of relevant audits, reviews, tests, or certifications of the AIAP, including any bias assessments, fairness evaluations, and/or audits, reviews, tests, or certifications related to the AIAP’s accuracy and precision performance; (iii) information regarding the AIAP’s decision-making processes. This includes disclosing all known potential risks including any biases, from where the bias derives, and steps taken to mitigate the bias or to explain the propriety of its existence; and (iv) making Personnel available to Prudential for discussions or tests related to the AIAP’s performance metrics.
- Supplier shall provide such assistance as reasonably requested by Prudential to assist Prudential in meeting its obligations under applicable laws governing the use of artificial intelligence and/or machine learning regarding (i) registration and notification; (ii) accountability and reporting; and (iii) the carrying out of AIAP impact assessments and

related consultations with governmental departments, regulatory authorities, or other legislative, judicial, arbitral and administrative bodies.