

Vendor Terms of Engagement

GDPR Compliance Amendment

If you are providing services under an agreement with Prudential requiring the collection, processing or handling of data from individuals in the EU on Prudential's behalf, the following provisions shall be added to your agreement with Prudential and be applicable.

1. **Definitions.** For purposes of the agreement, the following definitions apply:
 - 1.1. **“Controller”** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.
 - 1.2. **“Data Protection Laws”** means the European Union General Data Protection Regulation (EU) 2016/679 (“GDPR”) and, to the extent applicable, the data protection or privacy laws of any Member State or other country.
 - 1.3. **“Personal Data”** means any information relating to an identified or identifiable natural person owned or provided by Prudential, in any form, format or media (including paper, electronic and other records) that you have access to, obtains, uses, maintains or otherwise handles in connection with the performance of the agreement.
 - 1.4. **“Personal Data Breach”** means any breach of security leading to the accidental or unlawful destruction, loss, alteration or unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.
 - 1.5. **“Process,” “Processed,” or “Processing”** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
 - 1.6. **“Processor”** means any natural or legal person, public authority, agency or other body that Processes Personal Data on behalf of the Controller.
 - 1.7. **“Transfer”** means to disclose or otherwise make Personal Data available to a third party either by physical movement of the Personal Data to such third party or by enabling access to the Personal Data by other means.
2. **Roles of the Parties.** The parties hereto agree that, for purposes of Data Protection Laws, Prudential shall be the Controller of Personal Data and you shall be the Processor of Personal Data.
3. **Limitation on Use; Scope.** You shall Process the Personal Data only (i) as needed to provide the services, (ii) in accordance with the agreement or other documented instructions received from Prudential, including with regard to any Transfers, and (iii) as needed to comply with law (in which case, you shall provide prior notice to Prudential of such legal requirement, unless that law prohibits this disclosure). The duration of the Processing will be the same as the term of the agreement, except as otherwise agreed to in writing by the parties hereto. The subject matter, nature and purpose of the Processing, types of Personal Data Processed and categories of Personal Data Processed are described in the agreement.
4. **Confidentiality.** You shall ensure that persons authorized to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

5. **Security.** You shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk presented by the Personal Data Processing. Such technical and organizational measures shall include, as appropriate: (a) the pseudonymization and encryption of Personal Data; (b) the ability to ensure ongoing confidentiality, integrity, availability, and resilience of Processing systems and services; (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and (d) a process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing.
6. **Personal Data Breach.** You shall notify Prudential in writing without undue delay whenever you reasonably believe that there has been a Personal Data Breach. Such notice will describe the nature of the Personal Data Breach, provide name and contact details for your contact where more information can be obtained, describe the likely consequences of the Personal Data Breach, and describe measures take or proposed to be taken by Prudential to address the Personal Data Breach. After providing notice, you shall take all necessary steps to mitigate or contain the Personal Data Breach, furnish to Prudential full details of the Personal Data Breach, assist and cooperate with Prudential in investigating the Personal Data Breach. Taking into account the nature of Processing and the information available to you, you shall comply with and shall assist Prudential in complying with the obligations regarding Personal Data Breaches, including any notification that Prudential may determine appropriate to send to affected individuals, regulators, or third parties.
7. **Return or Disposal.** At Prudential's request, you shall destroy or return all Personal Data to Prudential after the end of the provision of services, and destroy existing copies unless applicable law requires storage of the Personal Data. If you have such a legal obligation to retain Personal Data beyond the period otherwise specified by this section, you shall notify Prudential in writing of that obligation, to the extent permitted by applicable law, and shall return or destroy the Personal Data in accordance with this section as soon as possible after that legally required retention period has ended.
8. **Audits; Inquiries.** You shall make available to Prudential all information necessary to demonstrate compliance with this Amendment and the agreement and allow for and contribute to audits, including inspections, conducted by the internal and external auditors and personnel of Prudential and regulators. In addition, when you are responding to a Prudential-mandated audit or request for information, you shall inform Prudential if you believe that any instructions of Prudential regarding the Processing of Personal Data infringe Data Protection Laws.
9. **Subcontracting.** You shall not Transfer Personal Data to any third party subcontractor (a "Sub-processor") without Prudential's prior written consent. If Prudential provides such consent to your Transfer to a Sub-processor, you shall, prior to any such Transfer, enter into a written agreement with the Sub-processor that is at least as restrictive as the agreement, including this Amendment. You shall remain responsible and liable for any act or omission by such Sub-processor with respect to the Personal Data as if such act or omission were performed by you.
10. **Assistance.** You shall assist Prudential, via appropriate technical and organizational measures and taking into account the nature of the Processing, in meeting Prudential's obligations to respond to data subjects' requests to exercise their rights, including their rights to access, correction, objection, erasure and data portability. Taking into account the nature of the Processing and the information available to the you, you also shall assist Prudential in meeting its compliance obligations regarding: (i) ensuring the security of the Personal Data; and (ii) carrying out privacy and data protection impact assessments and related consultations of data protection authorities.
11. **Survival.** Your obligations shall continue for so long as you continue to have access to, or are in possession of or acquire Personal Data, even if all agreements between you and Prudential have expired or have been terminated.