

The Digital Operational Resilience Act (“DORA”) Requirements

These DORA Requirements are contractual obligations that are included in, and form part of, information communication and technology (“ICT”) agreement(s) between third party suppliers, contractors, consultants and vendors (each a “Supplier”) and Prudential, in respect of Services provided to Regulated Entities in the EU (“Agreement”). Where any provision of the Agreement only partially complies with these DORA Requirements, such provisions shall be amended by these DORA Requirements only to the extent necessary to comply with these DORA Requirements. To the extent that there are already provisions in the Agreement which comply with the provisions of DORA in their entirety, or provides for rights and obligations which are more extensive than these DORA Requirements, those provisions shall not be affected by these DORA Requirements and shall continue in effect without amendment. Otherwise these DORA Requirements shall prevail in case of a conflict with the provisions of the Agreement.

1 Definitions

“Critical or Important Functions”	means a function, the disruption of which would materially impair the financial performance of a Regulated Entity, or the soundness or continuity of its services and activities, or the discontinued, defective or failed performance of that function would materially impair the continuing compliance of a Regulated Entity with the conditions and obligations of its authorisation, or with its other obligations under applicable laws;
“DORA”	means the European Union’s (“EU”) Digital Operational Resilience Act (2022/2554) which applies as of 17 th January 2025, including any regulations, technical standards made under it, and imposes obligations on EU regulated entities regarding the management of their ICT risk, as amended from time to time;
“DORA Requirements”	means the contractual obligations set out in herein to enable a Regulated Entity to comply with applicable requirements under DORA, relating to management of ICT risk;
“Prudential Data”	means all data, information, text, drawings and other materials embodied in any medium including all electronic, optical, magnetic or tangible media that are supplied to Supplier by Prudential or Prudential Organization or that Supplier generates, collects, processes, stores or transmits in connection with the Agreement, including Confidential Information (as defined in the Agreement);
“Prudential Organization”	means Prudential, its parent companies, and its and their present and future affiliates, subsidiaries and business units (each a “Prudential Organization”);
“Regulator”	mean any governmental agency, authority, and/or regulator with jurisdiction over Prudential Organisation in the European Union (and any person appointed by a Regulator);
“Regulated Entity”	means a Prudential Organization that is regulated by a Regulator in the EU and is required to comply with the provisions of DORA;
“Services”	means the services to be provided by Supplier to Prudential and/or Prudential Organization under the Agreement, including any ordering documents and/or statements of work.

2 The Services

- 2.1** Service Provider will provide each of the Regulated Entities with the Services in accordance with the service description set out in the Agreement, and subject to and in accordance with the service levels

and performance standards described in the Agreement (including in any applicable service level agreements, statements of work and/or ordering documents.

3 Incident Management

3.1 In the event of, or if either Party in good-faith reasonably suspects there has been, a single event or series of linked events that have an adverse impact on the functioning or performance, or compromises the security, of any of Prudential or the Supplier's equipment, software, network, information systems, such that the provision or receipt of the Services is impacted or the availability, authenticity, integrity or confidentiality of data held or controlled by Supplier (an "**ICT Incident**"), the Supplier shall:

3.1.1 (if the Supplier is the Party impacted by the event(s)), notify Prudential without delay (and no later than 24 hours of its actual confirmation of the ICT Incident or identification in good-faith of a suspected ICT Incident), together with reasonable details of the ICT Incident and any steps required to be taken to mitigate the effects of the ICT Incident, including any steps necessary to reduce the risk of any future breach of security of that same nature;

3.1.2 provide all assistance required by Prudential at no additional cost to support Prudential and Prudential Organization to recover from the ICT Incident and to comply with obligations under applicable law including notifications to the Regulator (if required).

4 Permitted Locations

4.1 The Supplier shall notify Prudential of the location(s) (i.e. towns/cities, regions, and countries) where the Services will be provided and where relevant data (including Prudential Data) will be kept and processed, including the possible storage location, and the conditions to be met.

4.2 The Supplier will provide the Services only from (and shall procure that all of its Subcontractors will provide the Services only from) and will store and process Prudential Data only from (the locations (i.e., towns/cities, regions and countries) as agreed in writing between the Parties (the "**Permitted Locations**"). If the Supplier (including any of its Subcontractors) wishes to provide all or any part of the Services from outside of the Permitted Locations and/or store and/or process data, and/or Prudential Data from outside of the Permitted Locations or the Supplier (including any of its Subcontractors) wishes to change the Permitted Locations then the Supplier may do so only with the prior written consent of Prudential, and the Supplier shall notify Prudential in writing at least six (6) months in advance of any proposed change to the Permitted Locations.

5 Record Keeping

5.1 The Supplier shall maintain reasonably detailed records relating to the Services and shall retain such records for a period of seven (7) years (or such other period notified to the Supplier by Prudential as being required by applicable laws) and make such records (together with any other information relating to the provision of the Services) available to Prudential, and any Regulator, or any other person appointed by them, upon reasonable request, in the format requested by them.

6 Termination

6.1 In addition to the termination provisions in the Agreement, Prudential may terminate the ICT Services being provided to a Regulated Entity under the Agreement:

6.1.1 immediately on the giving of notice to the Supplier where the Supplier is in breach of applicable laws regulations or these DORA Requirements;

6.1.2 immediately on the giving of notice to the Supplier where the Supplier commits a material breach of the Agreement which is incapable of remedy or, if capable of remedy, is not remedied within thirty (30) days after written notice to Prudential of such event;

6.1.3 immediately on the giving of notice to the Supplier where Prudential identifies or becomes aware of circumstances or events which it reasonably considers have resulted in, or will result

in, the Services not being provided in accordance with the service levels and performance standards set out in the Agreement;

- 6.1.4 immediately on the giving of notice to the Supplier where there are material changes affecting the Services or the Supplier, such as, but not limited to, a change in Subcontractors, undue sub-contracting, or where the sub-contracting materially increases the risks for a Regulated Entity (each a “**Material Change**”);
- 6.1.5 immediately on the giving of notice to the Supplier where there is evidence of weaknesses in the ICT risk management of the Supplier or any Subcontractor it relies on, including in respect of the security of any Prudential Data; and
- 6.1.6 immediately on the giving of notice to the Supplier upon request of a Regulator or where Prudential and/or a Regulated Entity is otherwise required to do so by applicable laws.

7 Consequences of Termination

7.1 In addition to any provisions set out in the Agreement, if the Agreement is terminated or expires for any reason:

7.1.1 The Supplier shall, and will procure that all its Subcontractors shall, ensure that Prudential and any Regulator can access any Prudential Data and that such parties can access, retrieve, store or otherwise deal with any Prudential Data. The Supplier shall, and shall ensure that its Subcontractors, shall ensure the secure treatment, handling, processing and transfer of Prudential Data with full data portability to Prudential or a replacement supplier as nominated by Prudential and the parties shall agree a retrieval period to access, store, retrieve or otherwise deal with Prudential Data. Where so requested by Prudential, the Supplier shall transfer Prudential Data and associated metadata to Prudential or a replacement supplier as nominated by them as applicable in a commonly used, easily accessible, readable and interoperable format and on media as reasonably requested by them. The Supplier shall not delete, revoke, alter or change any Prudential Data during such period unless so requested by Prudential in writing.

7.1.2 The Supplier shall also assist Prudential with the understanding of the structure and format of the export file. The Supplier shall provide to Prudential or to the replacement supplier (as applicable) details of the processes, documentation, data transfer, systems migration, security and the segregation of Prudential and or the relevant Regulated Entity’s technology components run by the Supplier or any of its Subcontractors.

7.2 The Supplier shall comply with any data deletion requests received from Prudential. Following full transfer of Prudential Data back to Prudential or to such replacement supplier as nominated by it, or as requested by Prudential, the Supplier shall, and shall ensure that each of its Subcontractors shall completely and irrevocably delete all Prudential Data (or any part thereof) from the Supplier’s systems, platforms, sites, premises, files, records, data, networks and that of its Subcontractors.

7.3 In addition to any exist provisions set out in the Agreement, if the Agreement is terminated or expires for any reason the Supplier shall, and will procure that all its Subcontractors shall, co-operate with and support Prudential or any replacement Supplier to ensure the orderly transfer of the provision of the Services to the replacement Supplier, or to Prudential. The Supplier shall continue to provide the Services and perform its obligations under the Agreement for an appropriate period of time agreed between the Parties (“**Handover Period**”), to reduce the risk of disruption. The Supplier shall, and will procure that all its Subcontractors shall, co-operate with and support Prudential or any replacement Supplier to ensure the orderly transfer of the provision of the Services to the replacement Supplier, or to Prudential. The Supplier shall continue to provide the Services and perform its obligations under the Agreement for an appropriate period of time agreed between the Parties (“**Handover Period**”), to reduce the risk of disruption.

At the beginning of the Handover Period, Prudential and the Supplier will agree an exit plan (or revise any existing exit plan) for the orderly transition of service provision from the Supplier to Prudential or a replacement Supplier which seeks to:

- 7.3.1 mitigate and minimise any disruption to Prudential and the Regulated Entities products and services, including any detriment to them;
- 7.3.2 allow the Regulated Entities to continue to meet their legal and regulatory obligations; and
- 7.3.3 ensure Prudential Data remains secure and available, including through any transfer from the Supplier.

8 Suspension of Services

- 8.1 Where a Regulator instructs a Regulated Entity to temporarily suspend receipt of or use of the Services (in whole or part), the Supplier will suspend provision of the affected Services until the Regulator notifies the Regulated Entity that provision of the Services may resume. Prudential shall not be liable for any fees due under the Agreement in respect of the suspended Services for the duration of the suspension.

9 Sub-Contracting of the Services

- 9.1 Supplier shall not subcontract, outsource or otherwise delegate (“**Subcontract**”), in whole or in any part of its obligations under the Agreement in respect of the Services provided to another supplier (“**Subcontractor**”) without the prior written consent of Prudential. The Supplier shall remain responsible to Prudential for the performance of all its obligations under the Agreement, shall be liable to Prudential for all acts or omissions of the Supplier’s Subcontractors, and shall appropriately oversee such Subcontractors to ensure that such Subcontractors act in such a manner so as to enable the Supplier to continuously comply with such obligations. The Supplier’s duties and responsibilities under the Agreement and these DORA Requirements shall remain unaffected by any sub-contracting taking place.

10 Information Security

- 10.1 Supplier shall ensure that it has in place, and will maintain throughout the duration of the Agreement, ICT security measures and tools as described in Prudential’s Information Security Requirements: <https://www.prudential.com/content/dam/us/marketing/administrative/corporate/InformationSecurityRequirements.pdf>.
- 10.2 The Supplier shall ensure that its information security measures, and those of any Subcontractor(s) it uses to provide the Services, are appropriate in order to ensure at all times:
 - 10.2.1 the security, availability, authenticity, integrity, confidentiality, and accuracy of Prudential Data; and
 - 10.2.2 that Prudential Data can be traced, recovered, disposed of or deleted as may be requested by Prudential at any time and accessed, recovered and returned to Prudential or Regulated Entity as needed and in an accessible format.

11 Awareness and Training

- 11.1 On reasonable request from Prudential, the Supplier shall participate in Prudential’s ICT security awareness programmes, digital operational resilience training and other similar awareness and training initiatives. Where such participation and training initiatives is requested by Prudential, the Parties will agree, in good faith and acting reasonably, which of the Supplier personnel shall participate.

12 Regulatory Assistance

12.1 The Supplier shall fully cooperate with, and provide all reasonable assistance in connection with, any investigation by or dealings with any Regulators relating to the Agreement, and/or the Services. In addition to any other provisions in the Agreement and these DORA Requirements such assistance shall include the Supplier:

12.1.1 directing any and all queries from a Regulator relating to the Agreement or the Services to Prudential; and

12.1.2 cooperating with and responding to any request for information, confirmations and/or assistance including replying to questions from a Regulator within a reasonable period of time and at the reasonable direction of and in consultation with Prudential and/or a Regulator; and

12.1.3 granting each Regulator the right to give instructions in order to (i) prevent any breach of regulatory requirements (ii) remove any obstacles that hinder the Regulator's audit rights and (iii) to remove any defects that impact the integrity of any entrusted assets or the due performance of the Services and/or financial services.

12.2 The Supplier will further ensure that its Subcontractors fully cooperate with Prudential and Regulators as is necessary for the discharge of their legal and regulatory obligations.

The following DORA Requirements shall apply in respect of the provision of Services that support Critical or Important Functions of one or more Regulated Entities. The Supplier acknowledges that the Services (or a part of the Services) support Critical or Important Functions of one or more Regulated Entities.

13 Monitoring

13.1 In addition to any other review, audit or other form of monitoring or testing of the Services agreed between the Parties, the Supplier shall monitor and test, at least once every six months (or as otherwise agreed with Prudential), whether the Supplier (or its Subcontractor(s), where applicable) has met the agreed service levels and performance standards. The outcome of such monitoring and testing will be communicated to Prudential promptly.

13.2 If during the monitoring and testing or at any other time during the provision of Services there is evidence that the service levels and performance standards set out in the Agreement are not, or will not, be met (including, by any relevant Subcontractor(s)), the Supplier will promptly notify Prudential and take all reasonable steps to investigate and remedy such service level or performance failure to avoid its reoccurrence. A Regulated Entity may take measures to monitor, on an ongoing or periodic basis, the Supplier's performance with respect to its provision of the Services

14 Audit and Information

14.1 In addition to any audit and access rights set out in the Agreement and these DORA Requirements, the Supplier shall, upon request:

14.1.1 co-operate with, and ensure that its Subcontractors co-operate with, any Regulator (including other persons appointed by them) without restriction in relation to any aspect of the Services which the Supplier (or the Subcontractor) provides in respect of the Regulated Entities. Nothing within the Agreement, or any other contractual agreement, will impede, restrict or limit the effective exercise of the access and audit rights of a Regulator, or any other persons appointed by them, to: exercise these rights, their ability to effectively supervise or audit, the information gathering and investigatory powers of the Regulator. A Regulator (or any person appointed by them) can perform on-site inspections and audits subject to their sole discretion and without providing a specific reason; and

14.1.2 grant full and unrestricted access to, and ensure that all of its Subcontractors grants such access to, all relevant business premises (including head office and operation centres),

including the full range of any data, books, records devices, systems, networks, personnel and information it holds, or to which it has a right of access, including related financial information, and the Supplier's external auditors, audit reports, certification reports, policies and procedures and which is relevant to its provision of the Services, to inspect, audit and monitor the provision of the Services by the Supplier and verify Supplier's compliance with DORA, and its obligations under the Agreement to Prudential Organization, its auditors or any other person appointed by them, or by a Regulator (including any other person appointed by them).

14.2 The Supplier acknowledges and agrees that:

14.2.1 there are no restrictions on the number of requests that Prudential Organization or a Regulator or any other person appointed by them make to audit, monitor, access or receive data;

14.2.2 Prudential Organization and the Regulator, or any other person appointed by them may request additional, appropriate, and proportional information if such a request is justified from legal, regulatory, or risk management perspective or in order to comply with DORA; and

14.2.3 Prudential Organization and the Regulator or any other person appointed by them shall have the right to take copies of relevant documentation on-site if they are critical to the Supplier's provision of the Service.

14.3 Prudential Organization shall exercise the audit and access rights set out above upon reasonable notice, unless such notice is not possible due to any other emergency or crisis situation, or it would lead to a situation where the audit would no longer be effective.

14.4 The Supplier shall promptly provide any reports produced by the Supplier's internal audit function that relate to the operation of the Services. The Supplier shall maintain a comprehensive audit plan in respect of its Subcontractors which shall be reviewed and updated by the Supplier at least annually

14.5 Where the rights of other clients of the Supplier are affected by a Prudential Organization's proposed exercise of the above audit rights the Parties will agree other methods for the Supplier to provide necessary assurance to Prudential Organization regarding the provision of Services.

14.6 If any audit undertaken, reveals any material deficiencies or non-compliance with the Supplier's obligations under the Agreement (as supplemented by these DORA Requirements) that, adversely affect a Regulated Entity (each, a "**Material Issue**"), the Supplier shall provide a remediation plan within thirty (30) days following completion of the audit, and shall remediate all the Material Issues in a timely manner in accordance with a remediation schedule mutually agreed to by the Parties. If the Parties are unable to agree to a remediation schedule after exercising good faith efforts or the Supplier does not remediate the Material Issues in accordance with the remediation schedule agreed by the Parties, then, Prudential shall have the right to immediately terminate the Services that it receives in respect of any Regulated Entities so affected and, without limiting Prudential's rights or obligations under the Agreement or under applicable laws, receive a refund of any prepaid fees for Services that correspond to the period of time post-termination.

15 Business Continuity Plans

15.1 In addition to any provisions of the Agreement, the Supplier shall have in place, maintain and periodically test, appropriate continuity and contingency plans to ensure that the Services are provided with a reasonable degree of continuity should there be any event causing material disruption to normal business.

16 Information Supply and Notification

16.1 In addition to any provisions set out in the Agreement, the Supplier will supply to Prudential at such intervals as may be agreed between the Parties, and with such content as may be agreed between the Parties, such information on its provision of the Services as would be reasonable for them to be

able to understand the level, quality, timeliness and effectiveness of the Supplier's provision of the Services including the data, devices, information, systems, and networks used for providing the Services or monitoring its performance. This may include the Supplier's (and that of its Subcontractors and their subcontractors) policies, processes, and controls on data ethics, data governance, and data security, the results of security penetration testing carried out by the Supplier, or on its behalf, on its applications, data, and systems to assess the effectiveness of implemented cyber and internal IT security measures and processes, the Supplier's and its Subcontractors' company and financial information, and the Supplier's and its Subcontractors' external auditors, personnel, and premises.

16.2 the Supplier shall notify Prudential of, and provide reasonably detailed information on, any development that may have a material impact on its ability to carry out the Services effectively in line with agreed service levels and in compliance with DORA , including any significant problem or any emergency situation having an impact on the Services.

16.3 Where the Supplier sub-contracts the Services (in whole or in part), it shall require its relevant Subcontractor(s) to notify and report to the Supplier on at least the same basis as above and promptly forward such notification in writing to Prudential.

17. Subcontracting

17.1 In the event of any subcontracting being permitted under the Agreement, then in addition to any provisions of the Agreement, at least thirty (30) days prior to any planned sub-contracting, the Supplier shall inform Prudential in writing of any planned sub-contracting, or where consent has previously been given by Prudential in respect of sub-contracting, the Supplier shall, at least thirty (30) days prior to any intended change to sub-contracting, inform them in writing of any Material Changes to any sub-contracting (including planned significant changes of Subcontractors), in particular where such change may affect the ability of the Supplier to meet its responsibilities under the Agreement.

Prudential may object to any sub-contracting or Material Change in relation to any sub-contracting (including change in Subcontractor), in particular where this might affect the ability of the Supplier to meet its obligations under the Agreement, and/or if the sub-contracting could have a material adverse effect on the Services or would lead to an increase in risk for a Regulated Entity. In the event of such objection, the Supplier shall immediately cease to instruct the relevant Subcontractor to perform, or permit the relevant Subcontractor from performing, any of the Supplier's obligations under the Agreement.

17.3 The Supplier shall ensure that such Subcontractor (and their subcontractors) shall undertake the same contractual obligations as in the Agreement and as set out hereunder, including in particular those relating to access and audit, information and monitoring and business continuity, as set out in this Addendum, and shall perform the Services in compliance with applicable law and that Prudential's and a Regulator's rights of access and audit shall apply in the case of any sub-contracting arrangement.

17.4 Prudential shall be entitled to review sub-contracting arrangements relevant to the provision of the Services including security requirements and effective access to data and business premises to determine whether these arrangements enable the Regulated Entities to continue to comply with its regulatory requirements including DORA. Upon Prudential's request, the Supplier shall provide a copy of its agreement with a Subcontractor (with commercial information redacted if needed), any due diligence report prepared in connection with any such agreement and other information reasonably requested by Prudential for it to attain assurance of continuous compliance with DORA and the obligations hereunder. The Supplier shall ensure that it has in place robust testing, monitoring, and control over its sub-contracting. The Supplier shall facilitate and maintain up-to-date lists of its Subcontractors.

17.5 The Supplier shall assess risks regarding the location of the Subcontractor, the Subcontractor's parent company and the location(s) where the subcontracted services are provided from before appointing such Subcontractor. The Supplier shall provide Prudential with an up to date list of Subcontractors at its request

18 Participation in Penetration Testing

- 18.1** In addition to any other provisions set out in the Agreement, on reasonable request from Prudential, or a Regulator, the Supplier will participate and cooperate in any threat-led penetration testing exercises which a Regulated Entity is required to carry out in accordance with its legal and regulatory obligations under DORA.
- 18.2** Where appropriate, the Supplier will ensure the participation of any Subcontractor(s) in a Prudential threat-led penetration testing exercises.
- 18.3** Such requests from Prudential will only be deemed to be reasonable where participation of the Supplier and / or its Subcontractor(s) is necessary for a Regulated Entity's compliance with its legal and regulatory obligations (including, for the avoidance of doubt, compliance with a direction or instruction from a Regulator).