

Vendor Terms of Engagement

Outsourcing

If you are providing hosting or similar services under an agreement with Prudential, the following provisions apply:

Locations You will provide any services to Prudential only from those data centers and other facilities approved by Prudential in writing.

Fees The fees for the services and the payment schedule are set forth the agreement and you are not entitled to any additional expenses. You are responsible for the payment of any legal, audit, and examination fees related to services provided by you. You are responsible for the expenses, purchasing, and maintenance of any equipment, hardware, software, or any other item related to the activity being performed by you.

Termination

Prudential may terminate the agreement if you undergo a change in control and the change in control is continuing. Upon termination of the agreement for any reason, and at no additional cost to Prudential, for a period of time of up to two (2) years to be determined by Prudential: (i) you will continue to perform the services; (ii) each party shall continue to have the same rights and obligations as such party had prior to such termination, and (iii) you will perform your obligations under a transition plan to be reviewed and approved by Prudential.

The parties acknowledge that the continuation of the rights, services and licenses granted to Prudential will be important to ensure that Prudential and any direct and indirect affiliates and/or subsidiaries of Prudential including any successors-in-interest to any of the foregoing (each, a "Prudential Organization") are able to continue to carry on its business notwithstanding the occurrence of any proceeding under any bankruptcy, debtor relief, resolution or insolvency law (including a case under the U.S. Bankruptcy Code, state insurance law, a proceeding under Securities Investor Protection Act, or the appointment of a receiver or conservator under the Federal Deposit Insurance Act, or Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act), or any equivalent proceeding under any other U.S. or foreign law, or other similar proceeding or event (any such proceeding or event, a "Resolution Event"). As a result, notwithstanding anything to the contrary or any rights granted under any applicable insolvency law or otherwise (to the extent such rights can be waived):

- provided that you are paid for services rendered after the Resolution Event in accordance with the terms of Prudential's agreement with you, if a Resolution Event occurs with respect to Prudential or a Prudential Organization, you hereby irrevocably and unconditionally agree that you shall not exercise any right to terminate your agreement with Prudential, in whole or in part, or to suspend, revoke or terminate the rights, services and licenses granted under such agreement, in whole or in part, exercise any non-renewal rights, or otherwise exercise remedies you may have against Prudential or a Prudential Organization under or in respect of such agreement, until eighteen (18) months after the occurrence of such Resolution Event or the conclusion of the Resolution Event, whichever is greater and if the agreement's term were less than such 18 month period (with renewals), Prudential or a Prudential Organization shall have the right in its sole discretion to exercise a renewal of the agreement of up to such 18 month period upon notice to you;

- the payment of any amounts payable to you under the agreement that have accrued or are outstanding as of the commencement of the Resolution Event shall not be a condition to the continued performance by you of your obligations under or pursuant to the agreement during the period above, and that you shall not do anything that has the effect of creating such condition;
- you hereby irrevocably and unconditionally consent to any change of control of Prudential or a Prudential Organization in connection with a Resolution Event;
- You hereby irrevocably and unconditionally consent to the assignment, delegation, novation or transfer, in connection with a Resolution Event, of any or all of Prudential or a Prudential Organization's rights and obligations under the agreement, in whole or in part, to one or more entities that is or becomes (or, as of immediately prior to the Resolution Event, was) a Prudential Organization or a successor to the whole or a part of the business of Prudential or a Prudential Organization or is otherwise created as a result of the Resolution Event regardless of whether considered a third party and not a Prudential Organization or successor to Prudential or a Prudential Organization; and
- Each Resolution Authority is hereby named as an express and intended third-party beneficiary of the agreement with the right to exercise any rights of Prudential or Prudential Organization under the agreement prior to the conclusion of the Resolution Event. Accordingly, if Prudential or Prudential Organization is subject to a Resolution Event, then the applicable Resolution Authority shall be entitled to enforce the agreement as if you were Prudential or Prudential Organization and you shall be entitled to rely upon and shall follow the instructions and directions of the Resolution Authority as if they were given by Prudential or Prudential Organization. "Resolution Authority" means any trustee in bankruptcy (or debtor-in-possession exercising the powers of a trustee in bankruptcy), trustee, conservator, receiver, custodian, conservator, liquidator, administrator, rehabilitator or similar officer, or other regulatory, judicial or statutory body or authority in any relevant jurisdiction appointed for Prudential or Prudential Organization or for all or any material part of the property of any Prudential or Prudential Organization in connection with any Resolution Event.

Subcontractors

Any agreement between you and your subcontractors will include provisions equivalent to those in your agreement with Prudential with respect to facilities, intellectual property rights, audit rights, confidentiality, warranties, compliance with law and any other material terms and conditions affecting or relating to the subcontractors' provision of services. Prudential may at any time withdraw its consent to the continued use of a subcontractor if Prudential reasonably determines that such subcontractor is, or will be, unable to effectively perform its responsibilities or if such subcontractor would be in material breach your agreement with Prudential if such subcontractor were a party to such agreement, and you shall promptly terminate your use of such subcontractor for the provision of any of the services. You shall, upon Prudential's request, promptly provide a reasonably detailed description of the services provided by each subcontractor. Prior to entering any agreement with a subcontractor or agreeing to any changes in an agreement with a subcontractor, you will notify Prudential in writing of the identity and qualifications of the proposed subcontractor and the scope of the services to be performed by such subcontractor.

Notwithstanding any limitations of liability or disclaimer of damages set forth in your agreement with Prudential, you agree to indemnify, defend and hold harmless Prudential and their respective officers, directors, successors, assigns, agents and employees from and against all damages arising out of or

relating to a third party claim that arises out of or relates to (i) your or your personnel's breach of your agreement with Prudential, including any third-party claim alleging any act, omission or fact that constitutes a breach, (ii) a claim that any of your employees or independent contractors are Prudential employees and not employees or independent contractors of you or your subcontractors, including: (1) any taxes Prudential is required to pay on behalf of such personnel; (2) the cost of any employee benefits Prudential is required to provide to or pay for on behalf of such personnel; or (3) any claim, lawsuit or proceeding brought by such personnel against Prudential based upon the employer-employee relationship, or (iii) any act of negligence or willful, intentional or reckless misconduct by or on behalf of you (including acts and omissions) in connection with the performance of your obligations or the exercise of your rights under your agreement with Prudential; or (iv) any violation of applicable law by or on behalf of the you in connection with the performance of your obligations or the exercise of your rights under your agreement with Prudential.

Records, Audits and Other Regulatory Provisions

If you have an agreement with Prudential, you shall deliver to Prudential:

As soon as available, but in any event within ninety (90) days after the end of your fiscal year, a consolidated balance sheet of you and your subsidiaries as of the end of the fiscal year and the related consolidated statements of income or operations, changes in shareholders' equity and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP, audited and to be accompanied by a report and opinion of an independent certified public accountant of nationally recognized standing, which report and opinion have been prepared in accordance with generally accepted auditing standards; and

As soon as available, but in any event within forty-five (45) days after the end of each of the first three fiscal quarters of each fiscal year, a consolidated balance sheet of you and your subsidiaries as of the end of such fiscal quarter and the related consolidated statements of income or operations for such fiscal quarter and for the portion of your fiscal year then ended and the related consolidated statements of changes in shareholders' equity and cash flows for such fiscal quarter and for the portion of your fiscal year then ended, setting forth in each case in comparative form, as applicable, the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail and certified by your chief financial officer as fairly presenting the financial condition, results of operations, shareholders' equity and cash flows of you and your subsidiaries in accordance with GAAP (subject only to normal year-end audit adjustments and the absence of footnotes).

Prudential may, or may have its auditors or other authorized representatives, audit your premises, systems and records relating to your provision of the services at any time during the Term. Prudential retains the right to monitor on an ongoing basis your compliance with applicable laws, regulations and policies. You will give Prudential's authorized representatives complete access, during your regular business hours, to your officers, employees and other representatives, including attorneys, accountants and others, in connection with any such audit by Prudential. In addition, you will engage, on a yearly basis during the Term, at your sole cost and expense, an external auditor to conduct a SOC2 report (Type II for all instances after the first report issuance, Type I acceptable only for the first reporting instance from you) covering, at a minimum, controls related to the Security, Availability and Confidentiality control categories within the Trust Services Criteria (2017 version, unless superseded), or other similar procedure report which relates to your provision of Services under this Agreement and your compliance with information security provisions. You will also engage, if applicable to the nature of services provided, on at least a yearly basis during the Term, at your sole cost and expense, an external auditor

to conduct a Type II SOC1 report, prepared in accordance with Statement on Standards for Attestation Engagements No. 18. Audit reports will also include a review of your risk management and internal control environment as it relates to services rendered, as well as your information security program and disaster recovery and business continuity plans. As soon as reasonably practicable following your receipt of the foregoing reports during the term of your agreement with Prudential, but no later than that date necessary for Prudential and its officers and auditors to rely on such audit report for the purposes of giving the certifications and opinions required under applicable laws, including U.S. securities laws, you will provide Prudential and its external auditors with a copy of such reports to the extent related to the provision or receipt of the Services. If an auditor or certified public accountant determines that you have overcharged or underpaid Prudential, you will promptly pay to Prudential the amount of the overcharge or underpayment plus interest thereon at the rate of twelve percent (12%) per annum from the date of the overcharge or underpayment. Prudential will bear the costs of the audit unless the overcharge or underpayment exceeds ten percent (10%), in which event you will bear the direct out-of-pocket costs of such audit. You are responsible for performing regular audits of your subcontractors.

You will facilitate Prudential's penetration and vulnerability tests of your systems. You will obtain and maintain all third party consents, permits and permissions necessary for Prudential to conduct these penetration and vulnerability tests. You acknowledge that the purpose of Prudential's penetration and vulnerability tests is to assess the extent to which your systems can be compromised by a third party, and therefore Prudential will not be liable to you for any damage incurred by you or any third party as a result of Prudential's penetration and vulnerability tests.

To the extent required by applicable law, you will (a) provide reasonable access to Prudential's federal and state governmental regulators to Prudential's books and records held by you and to your procedures and facilities relating to your performance of your obligations under your agreement with Prudential and (b) cooperate with Prudential's efforts to respond to any regulatory audit, inquiry, examination or supervisory review, whether formal or informal, that relates to your agreement with Prudential.

To the extent not prohibited by applicable law, and to the extent that such disclosure would not waive privilege claims or breach a duty of confidentiality, you shall promptly notify Prudential of any cease and desist order, formal agreement or other enforcement action taken by a government regulator against you that relates to your performance under your agreement with Prudential or of any material supervisory matter or issue raised by a governmental regulator that is relevant to your performance under your agreement with Prudential (including any such matter requiring attention, deficiencies, safety and soundness concerns or issues with respect to compliance with applicable law).

You shall promptly provide written notice to Prudential upon becoming aware of (a) any failure to perform any of your obligations under your agreement with Prudential or (b) any fact, change, circumstance, occurrence or non-occurrence (including the initiation or threat of initiation of a legal proceeding of any kind) that has caused or with notice or passage of time would reasonably be expected to cause (i) any representation or warranty in your agreement with Prudential made by you to be inaccurate in any respect when made or when deemed made, (ii) a material adverse effect on your ability to perform your obligations under your agreement with Prudential or (iii) a material adverse development or bankruptcy event affecting, or a change in control of, you. The delivery of a notice pursuant to this sub-section will not limit or otherwise affect the remedies available under your agreement with Prudential to Prudential receiving the notice.

If Prudential identifies a failure by you to perform your obligations under your agreement with Prudential, you shall at your own cost and expense (a) promptly perform a root cause analysis to identify

the cause of the failure to perform, (b) promptly (and in any event within two (2) business days) provide Prudential a report describing the root cause of the failure to perform, (c) promptly (and in any event within four (4) business days) provide Prudential a proposed remediation plan to resolve the issue, (d) consider in good faith Prudential's comments on the proposed remediation plan, (e) promptly implement the remediation plan and (f) report to Prudential on a regular basis on the implementation of the remediation plan.

Each party will cooperate in good faith to promptly develop a mutually agreeable plan to govern the transition of the services to a third party in the event of a termination or expiration of your agreement with Prudential. Each party will cooperate to update the transition plan from time to time.

If the services are interrupted for any reason other than scheduled maintenance, you will immediately activate your disaster recovery plan so that services will continue without further interruption and notify Prudential of this activation. You will keep the disaster recovery plan in effect during the term of your agreement with Prudential and will not vary the disaster recovery plan unless you obtain Prudential's prior written consent. During the term of the agreement, you will test your disaster recovery plan not less often than annually and will promptly deliver the results of each test to Prudential. You will provide information on your disaster recovery plan that is reasonably requested by Prudential (including by making personnel reasonably available to discuss the disaster recovery plan).

Dispute Resolution

Upon request by a party, the parties will cause vice presidents from each party to meet to negotiate in good faith to resolve any dispute arising out of or relating to your agreement with Prudential. If, after five (5) business days of first meeting, the parties are unable to resolve the dispute, each party will then cause its senior officers to meet to negotiate in good faith to resolve the dispute. A party will not initiate a legal proceeding with respect to such dispute until either party's designated representative notifies the other that you have determined in good faith that amicable resolution is unlikely (except a party may institute legal proceedings or dispute resolution procedures earlier than provided in this subsection in order to request immediate injunctive relief or specific performance, to avoid the expiration of any applicable limitations period, or to preserve a superior position with respect to other creditors). Discussions, documents and correspondence exchanged pursuant to this subsection for purposes of these negotiations will be confidential information developed for purposes of settlement, exempt from discovery and production and not admissible in any legal proceeding. You will continue to perform the services pending the resolution of any dispute arising out of or relating to your agreement with Prudential.