

Personal Information Processing Requirements

1. **Definitions.**

“Applicable Law(s)” means any and all laws applicable to Supplier’s Processing of Personal information under this Agreement, including but not limited to data privacy, protection, and data security laws and regulations governing the Processing of Personal Information.

“Agreement” means the contractual obligations between Supplier and Prudential.

“Personal Information” (or similar term under Applicable Law, e.g. “Personal Data”) means information provided by or on behalf of Prudential or its agents to Supplier or its agents or that Supplier otherwise Processes on behalf of Prudential or its agents in the course of Supplier’s performance of the Agreement that: (i) identifies, directly or indirectly, an individual, (ii) can be used to identify or authenticate, directly or indirectly, an individual, or (iii) relates to an identified or identifiable individual, and as further defined under Applicable Law.

“Process”, “Processing”, or “Processed” means any operation that is performed on Personal Information, whether or not done by automated means, or as it or a similar term is otherwise defined under Applicable Law.

“Requirements” means these Personal Information Processing Requirements

“Sale”, “sell”, or “selling” shall have the meaning as ascribed to it under Applicable Law.

“Share” or “sharing” shall have the meaning as ascribed to it under Applicable Law.

“Supplier” means a Prudential contractor, consultant, supplier or vendor.

2. **Precedence.** These Requirements are contractual obligations under Supplier’s Agreement with Prudential and are in addition to any obligations specified in the Agreement, 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 the Requirements.

3. **Processing.** Prudential retains the right to determine the purposes for which Personal Information is Processed (which includes but is not limited to, collection, recording, storage, use, access, transmission, and the means by which Personal Information may be transferred to a third country or international organization). Nothing in the Agreement shall restrict or limit in any way Prudential’s rights as the controller (or similar term under Applicable Law) of Personal Information. Supplier shall act as a processor or similar term under Applicable Law and will Process Personal Information solely on behalf of Prudential and for the purposes for which Prudential provides the information, or access to it, in accordance with the provisions of the Agreement or other documented instructions of Prudential. Supplier will not Process Personal Information for any other purpose, including Supplier’s own purposes, or for the benefit of anyone other than Prudential. The subject-matter, duration, nature, purposes and other details of the Processing of Personal Information, as well as the type of Personal Information and categories of individuals whose Personal Information will be Processed are set forth in the Agreement. Supplier shall not (and will ensure that its employees, officers, contractors, and agents do not): (i) retain, use, or disclose Personal Information for any purpose other than for the business purpose(s), including for a commercial purpose, outlined in the Agreement or outside of the direct business relationship between Supplier and

Prudential; (ii) “sell” or “share,” Personal Information it receives from, or on behalf of, Prudential; or (iii) combine Personal Information with personal information that Supplier receives from, or on behalf of, other persons, or collects from its own interaction with an individual.

4. **Compliance with Applicable Law.** Supplier will Process and protect and maintain the confidentiality, security and integrity of any Personal Information in the manner provided for under, and otherwise in compliance with Applicable Law, and warrants that any persons authorized to Process Personal Information on its behalf have committed themselves to confidentiality or are under an appropriate statutory obligations of confidentiality. Upon request, Supplier shall provide reasonable cooperation and assistance to Prudential in ensuring compliance with data security obligations as outlined in Information Security Requirements, as well as in carrying out any data protection impact assessment or similar activities.

5. **Data Integrity.** Supplier will ensure that all Personal Information created by Supplier on Prudential’s behalf is accurate and, where appropriate, kept up to date, and ensure that any Personal Information that is inaccurate or incomplete is erased or rectified in accordance with Prudential’s instructions.

6. **International Processing.** Supplier will ensure that Personal Information is not Processed by its employees, other personnel or subcontractors and vendors in any country other than the United States unless previously agreed to in writing by Prudential. In the event that Prudential allows Supplier to expand the list of countries in which the data may be Processed, Supplier agrees to cooperate with Prudential in meeting any additional regulatory or legal requirements necessary to allow such Processing, including, without limitation, the execution of European Union (“EU”) Standard Contractual Clauses (“SCCs”) and the United Kingdom (“UK”) Addendum to the SCCs.. Prudential and Supplier will agree to the necessary changes in good faith, taking into account the obligation to carry out this contractual relationship in compliance with Applicable Laws.

a. **EU SCCs.** To the extent required by Applicable Law, Prudential and Supplier agree that the clauses annexed to the European Commission’s Implementing Decision 2021/914 of 4 June 2021 for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (“**EU SCCs**”) will apply to Personal Data that is transferred under the Agreement from the European Economic Area or Switzerland, either directly or via onward transfer, to any country or recipient outside the European Economic Area or Switzerland that is not recognized by the European Commission (or, in the case of transfers from Switzerland, the competent authority for Switzerland) as providing an adequate level of protection for Personal Data (“**Restricted Transfer**”). For Personal Data transfers from the European Economic Area that are subject to the EU SCCs, Module 2 (Controller to Processor), will be deemed entered into (and incorporated into this Addendum by this reference) and completed as follows:

(i) In Clause 7, the optional docking clause shall apply;

(ii) In Clause 9, Option 1 will apply;

(iii) In Clause 11, the optional redress language will not apply;

(iv) In Clause 13(a), all three options may be retained and apply, depending on the circumstances, and as relevant where the transfer falls within the territorial scope of the Regulation (EU) 2016/679;

(v) In Clause 17, the EU SCCs will be governed by Irish law; and

(vi) In Clause 18(b), disputes will be resolved before the courts of Ireland.

Additionally, signature to the Agreement will constitute all necessary and required signatures to the EU SCCs.

b. UK Addendum. In relation to Personal Data that is protected by Regulation (EU) 2016/679 as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of the EU (Withdrawal) Act 2018 (the "**UK GDPR**"), the "UK Addendum to the EU Standard Contractual Clauses" ("**UK Addendum**") shall apply. To the extent that the UK Addendum applies, Annexes I, II, and III referenced in the Agreement shall also apply. For transfers of Personal Data from the UK that are subject to the UK Addendum, the UK Addendum will be deemed entered into (and incorporated into the Agreement by this reference) and completed as follows:

(i) For Table One, the details as set out in Annex I referenced in the Agreement shall apply.

(ii) For Table Two, the check-box referring to the following shall apply:

"the Approved EU SCCs, including the Appendix Information and with only the modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of the UK Addendum."

Within the table, Module 2 shall apply and shall be filled out in the same way as the EU SCCs as filled out in Section 6(a) (EU Standard Contractual Clauses) above.

(iii) For Table Three, the following shall apply to the referenced columns: Annex I (Description of Processing) referenced in the Agreement shall apply to the columns entitled Annex IA and Annex IB; Annex II (Technical and Organizational Security Measures Implemented by the Service Provider) referenced in the Agreement shall apply to the column entitled Annex II; and Annex III (List of Subprocessors) shall apply to the column entitled Annex III.

(iv) For Table Four, only the exporter shall have the right to terminate the Agreement.

Additionally, signature to the Agreement shall constitute all necessary and required signatures to the UK Addendum.

7. **Individual Requests and Complaints.** Supplier will assist and cooperate with Prudential in responding to (i) any requests from an individual with respect to Personal Information Processed including, but not limited to, opt-out requests, requests for access and/or rectification, deletion and all similar requests; or (ii) any complaint, notice or other communication relating to the Supplier's privacy practices or either party's compliance with Applicable Law in relation to how Personal Information is Processed. Supplier will promptly notify Prudential in writing if it receives any such request, complaint, notification or other communication, and in any case within two (2) days of receipt, unless specifically

prohibited by Applicable Law. Supplier will not directly respond to any such request, complaint, notice, or other communication unless expressly authorized to do so by Prudential or required by Applicable Law. In connection with a deletion request, Supplier will direct any affiliate or service provider that Processes Personal Information on behalf of Supplier to promptly and securely delete or destroy such Personal Information. Supplier will confirm to Prudential in writing that Supplier has complied with its obligations under this section.

8. **Adverse Changes.** Where an Applicable Law requires Supplier to Process Personal Information under terms other than those of the Agreement, or other written instructions of Prudential, Supplier shall immediately notify Prudential of such legal requirement before Processing in accordance with the legal requirements, unless the applicable law prohibits disclosure. In addition, Supplier shall notify Prudential no later than five (5) business days following a determination that Supplier has reason to believe it is unable to comply with any of its obligations under the Agreement and cannot cure this inability to comply within a reasonable time frame. For all other rights available to Prudential pursuant to the Agreement, Prudential has the right, upon providing notice to Supplier, to take reasonable and appropriate steps to stop and remediate any unauthorized Processing of Personal Information.

9. **References to Other Documents.** Any obligations related to audit rights Prudential possesses respective to Supplier's Processing of Personal Information on its behalf, as well as Supplier's obligations to return/destroy the Personal Information of Prudential upon termination, or other agreed upon condition shall as set forth in the Agreement. Supplier's information security and security incident reporting obligations shall be set forth in Information Security Requirements located at <https://www.prudential.com/links/about/vendor-engagements> (or any successor URL) .