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PRUDENTIAL

Commercial And Technical Agreement Between The Prudential Group (Referred To In These Terms As "The Provider") And Intermediary

1. Definitions and Interpretation

1.1 In this Commercial and Technical Agreement the following words and expressions will have the following meanings:

1.2 "Prudential Group" means The Prudential Assurance Company Limited (00015454), Laurence Pountney Hill, London EC4R 0HH and its subsidiary and holding companies and any other subsidiaries of such holding companies from time to time (and "subsidiary" and "holding company" shall have the meanings given to them by Section 736 and 736A of the Companies Act 1985 (as amended));

1.3 "Digital Certificate" is the means by which the Product Provider identifies the Intermediary. A digital certificate is a file that includes details of the certificate holder, dates of validity, an encryption key that can be used to verify the holder, and the name of the issuing company.

1.4 "Portal Login ID" is the means by which the Product Provider identifies the Intermediary, using the Intermediary's portal user name and password. The user name and password are sent electronically to the portal, who verify and authenticate the identity of the Intermediary. The portal will return the FSA number and postcode of the Intermediary to Prudential for identification purposes only within Prudential services.

1.5 "Services Agreement" the electronic services agreement entered into between the Provider and the Intermediary, of which this Commercial and Technical Agreement forms a part.

Words and expressions defined in the Services Agreement will have the same meanings in this Commercial and Technical Agreement unless otherwise stated.

2. Scope And Term

2.1 In addition to the Services Agreement, the Commercial and Technical Agreement governs the use by the Intermediary of the Services. In the event of any conflict between the Services Agreement and the Commercial and Technical Agreement, the Services Agreement will take precedence.

2.2 The Commercial and Technical Agreement forms part of the Services Agreement and will come into force on the Commencement Date of the Services Agreement, and will remain in force until the Services Agreement is terminated.

2.3 The Intermediary acknowledges and agrees that by using and/or allowing Users to use a Service covered by the Services Agreement following the Commencement Date it will be deemed to have accepted the terms of the Commercial And Technical Agreement.

3. Provider System

- 3.1 The Provider System will have the capability of receiving Intermediary Requests, validating, assessing and processing these Requests, enquiring on local applications, and collating and sending XML Response Messages. Further, it should be able to create and send both technical level acknowledgements, and business level Error responses, where appropriate.

4. Intermediary System

- 4.1 The Intermediary system will have the capability of receiving Provider Responses, validating, assessing and processing these Responses. Further, it should be able to receive both technical level acknowledgements, and business level Error responses, where appropriate.

5. User Access

- 5.1 Details of how the Provider allows access to their Services by the Intermediary are:
- 5.1.1 Data identifying the Intermediary must be securely held by the Provider
- 5.1.2 Access to the Direct Services is given to the Intermediary on the basis of the Intermediary's Digital Certificate or Portal Login ID, and registration with the Provider. registration with the Provider.

Party:

Provider

Contact URL:

www.pruadviser.co.uk

Contact Number:

0845 070 1111

Email:

pruadviser@prudential.co.uk

- 5.1.3 User Access to the Direct Services is the Digital Certificate which the Intermediary has registered with the Provider.

Provider:

Web page and URL:

<http://www.pruadviser.co.uk/content/26674/26926/>

Provider:

Helpdesk Contact Number:

0845 070 1111

Provider:

Information required

on first log in:

The Intermediary Digital Certificate or Portal Login ID provides all the information required to identify the Intermediary. Low level agency details may be requested at first presentation of the Digital Certificate to a particular Service.

- 5.2 Details of how the Intermediary and Provider can establish a relationship are:

- 5.3 Details of how Intermediary access to the Direct Services are obtained are:

6. Authentication

- 6.1 The Provider will Authenticate the Intermediary as part of the Provider System using a Digital Certificate.
- 6.2 The mechanism for doing this is:
- 6.2.1 The Intermediary presents its registered Digital Certificate with the Request. The Provider will Authenticate the Intermediary via this Digital Certificate.
- 6.2.2 The Provider will perform a revocation check on the Intermediary's identity.

7. Data Integrity

- 7.1 The Intermediary is responsible for ensuring that client Data resident on its computer systems is held securely and is free from unauthorised access and alteration. The precise methods of achieving this may vary, but may include User Access controls such as complex passwords or security tokens for each unique User. In addition, user guidelines and security logging should be available and adhered to in multi-user systems. Further guidance and best practice on IT security is available from public sources such as www.fsa.gov.uk or www.dti.gov.uk.

8. Non-Repudiation

- 8.1 The Provider will store Request/Response Message pairs.

9. Security Breaches

- 9.1 In the event that a security breach has been detected the Provider may suspend some or all of its electronic Services.

10. Authorisation

- 10.1 The Intermediary acknowledges that in order to use the Services and in order for the Provider to supply Responses or accept new business electronically from the Intermediary:
- 10.1.1 Terms of Business must be in force either between the Provider and the Intermediary or between the Provider and a firm which has appointed the Intermediary as its agent in the conduct of investment business; and
- 10.1.2 The Intermediary must have accepted the terms of the Services Agreement.

11. Service Availability

- 11.1 The Provider service will be available, subject to down time or general maintenance, at the following times:
- Monday to Friday
8 a.m. – 10 p.m.
Saturday
8 a.m. – 4 p.m.
- Until June 2005, Friday hours will be limited to 20.00, the majority of Sundays will be used for maintenance and updating.

12. Change Management

- 12.1 SYSTEM CHANGES
- 12.1.1 Procedures to be followed when system changes are required are: Contact E-Business Help Desk on 0845 070 1111 or on pruadviser@prudential.co.uk

12.1.2 Notice period required is:
Dependent on the size and complexity of the system change.

12.1.3 The person responsible for documentation of change detail and justification is:

Applicability will be dependent on the size and complexity of the system change.

12.2 CONTACT CHANGES

12.2.1 The Provider reserves the right to vary any part of the Commercial and Technical Agreement by giving the Intermediary notice in writing. Any variation will take effect on the expiry of 30 days of notice being given to the Intermediary ("Variation Notice Period"). Notice may be given to the Intermediary by posting the variation to the Site or by such other means as determined by the Provider to be appropriate. The Provider may give less than 30 days' notice of a variation where the variation is the result of legislation or regulatory requirements.

12.2.2 If the Intermediary does not agree to the variation it will be entitled to terminate the Services Agreement in accordance with its terms, in which case this Commercial and Technical Agreement will also automatically terminate.

12.2.3 The Intermediary's continued use of any part of the Services beyond the expiry date of the Variation Notice Period will be an indication of acceptance of the Commercial and Technical Agreement as varied.

13. Contacts, URLs, IP Addresses, Escalation Process

13.1 Details of Provider are:

Primary Contact – Helpdesk

Telephone Number:
0845 070 1111

URL:
<http://www.pruadviser.co.uk/content/nav/27002>

E-mail:
pruadviser@prudential.co.uk

14. Faults

14.1 Faults, problems etc. are classified according to their effect upon the ability of the Provider to provide a quality service. This is based upon an assessment (by the Provider, as appropriate) of the proportion of business volume that is affected.

14.2 A quality service is defined as one where the Customer is provided with accurate results reflecting the Request.

15. Severity

15.1 Faults are to be allocated a severity level based upon the ability to deliver the Direct Services to intermediaries. In the following table, the impact is defined in terms of the volume of transactions affected by the fault.

| Severity | Impact | Example |
|----------|--------------------|---|
| High | >25% | Complete gateway circuit failure Complete Internet failure Results not received or inaccurate |
| Medium | >10% and up to 25% | Reduced capacity due to partial bureau failure. |
| Low | Up to 10% | Intermittent failure to return results |

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PRUDENTIAL



www.pru.co.uk

Your call may be recorded or monitored in order to improve our service.

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