

## 1. DEFINITIONS AND INTERPRETATION

- 1.1 The term "Services Agreement" shall mean this agreement, together with the Schedule, as may be amended from time to time in accordance with Clause 21. The meanings of the defined terms in this Services Agreement are as set out in Part One of the Schedule.
- 1.2 References to any statute, enactment, order, regulation or other similar instrument in the Services Agreement shall be construed as a reference to it as from time to time amended, consolidated or re-enacted and includes all instruments or other subordinate legislation orders made under it.

## 2. TERM

- 2.1 The Commencement Date shall be on the expiry of 30 days after the date on which the Services Agreement is sent to the Intermediary. Unless the Intermediary notifies the Provider of its rejection of the terms prior to the expiry of the 30 days, the Services Agreement will commence on the Commencement Date and remain in force until terminated, for whatever reason, in accordance with its terms.
- 2.2 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:
- 2.2.1 it will be deemed to have accepted the terms of the Services Agreement; and
- 2.2.2 it is undertaking to be bound by, and to ensure that its Users comply with, the terms and conditions of this Services Agreement.

## 3. REGISTRATION

- 3.1 The Intermediary acknowledges that the Trusted Third Party will be providing the Portal Services to the Intermediary and that there will be additional terms and conditions applicable in respect of the Portal Services. The Intermediary acknowledges that in order to obtain access to the Portal Services, the Intermediary must complete the Trusted Third Party Registration, part of which will involve accepting the Trusted Third Party's terms and conditions for the Portal Services.
- 3.2 The Provider will provide the Direct Services to the Intermediary from the Commencement Date.

## 4. THE SYSTEM STANDARDS

- 4.1 Provider Obligations
- 4.1.1 The Provider will operate the Provider System in accordance with the relevant part of the Provider Standards.
- 4.1.2 The Provider will put in place appropriate measures to minimise and mitigate the effects of any Defect detected in the Provider System and for the correction of such Defect.
- 4.2 Intermediary Obligations
- 4.2.1 The Intermediary is responsible for ensuring that the Intermediary System is maintained and secured in accordance with the Security Standards.
- 4.2.2 The Intermediary will operate the Intermediary System in accordance with the Intermediary Standards.
- 4.2.3 The Intermediary will notify the Provider immediately on detecting any Defect in the Intermediary System and will put in place appropriate measures to minimise and mitigate the effects of any Defect detected in the Intermediary System and for the correction of such Defect.

## 5. THE SERVICES

- 5.1 General Obligations
- 5.1.1 The Intermediary will be responsible for ensuring that it has all the necessary computer hardware, software, modems, connections and other items required for access to and use of the Services by the Intermediary and its Users.
- 5.1.2 The Provider shall not be responsible for any delays or failure to perform its obligations under the Services Agreement to the extent that they result from any failure by the Intermediary to provide such assistance as may reasonably be required from the Intermediary by the Provider under the Services Agreement in order to enable the Provider to carry out its obligations under the Services Agreement. The Intermediary acknowledges that the Provider shall not be liable to the Intermediary for any delay, act or omission of the Trusted Third Party.

5.1.3 Where the Provider wishes to provide additional services to the Intermediary as part of the Direct Services, these shall be added to the Services Agreement in accordance with Clause 21.

## 5.2 Direct Services

### 5.2.1 The Provider:

- (a) will provide the Direct Services to the Intermediary in accordance with the Services Agreement unless and until the Services Agreement is terminated;
- (b) undertakes to provide the Direct Services in accordance with the Provider Standards.

5.2.2 The Provider reserves the right to immediately suspend or terminate the Intermediary's right to use the Direct Services where:

- (a) the Intermediary uses the Direct Services or the Provider System for any purpose not expressly contemplated or permitted by the Services Agreement;
- (b) the Intermediary persistently fails to ensure that its Users are complying with any User Guidelines.

5.2.3 The Intermediary undertakes to the Provider to access and use, and procure that each User accesses and uses, the Direct Services in accordance with the Intermediary Standards, the User Guidelines and any reasonable instructions given by the Provider from time to time. The Intermediary will be responsible for reviewing and complying with the User Guidelines, and shall ensure the continued adherence to the User Guidelines by the Users.

## 5.3 Portal Services

The Intermediary acknowledges that in addition to suspending or terminating the Intermediary's rights to use the Direct Services under Clause 5.2.2, the Provider can also require the Trusted Third Party to suspend or terminate the Intermediary's rights to use the Portal Services and to receive Responses from Prudential. The Intermediary acknowledges and agrees that the Trusted Third Party will not be liable to the Intermediary or to any User for such suspension or termination by the Provider.

## 6. USER ACCESS

### 6.1 General

6.1.1 A User will only be permitted to gain access to the Services by using the appropriate User Access. The Intermediary shall, and will procure that each User shall:

- (a) only access the Services using the appropriate User Access;
- (b) employ the User Access solely for the purpose of accessing the Services in accordance with the Services Agreement and any User Guidelines, and not attempt to gain unauthorised access to the Provider's computer system;
- (c) keep all relevant information and processes in respect of the User Access confidential and not divulge such information and processes to any third party;
- (d) store all relevant information concerning the User Access securely and shall not disclose or share the User Access for any purpose unconnected with the proper use of the Services; and
- (e) inform the Provider immediately on becoming aware of any unauthorised access to the Services or anything amounting to breach of security, including compromise of any information concerning the User Access.

6.1.2 The Intermediary will be responsible for ensuring that only permitted individuals access and use the Services. The Intermediary will be liable for any and all acts or omissions resulting from the use of the User Access by any of its Users, including Users whose permission to use the Services has been withdrawn or suspended for whatever reason.

6.1.3 For the avoidance of doubt, the obligations under Clause 6.1.1 shall not affect any administration services or guidelines with which the Intermediary or a User is required to comply under any contract with a third party provider of the User Access.

## 6.2 Direct Services

Where a User is accessing the Direct Services the Provider will check that the access rights of the Intermediary to the Direct Services have not been revoked or suspended and it will not permit a User to access and use the Direct Services where the Intermediary's access has been revoked or suspended.

## 7. SITE

In addition to the other terms of the Services Agreement regarding the use of the Site, the Intermediary undertakes to use the Site, and to ensure that each of its Users uses the Site, in accordance with the extranet terms and conditions set out in Part Seven of the Schedule.

## 8. REQUESTS

8.1 In order for Requests to be processed by the Provider they must be either:

- 8.1.1 created, transmitted and Authenticated in accordance with the Standards; or
- 8.1.2 completed, submitted and Authenticated in accordance with the Standards, where the Request is a Data Input.

### 8.2 General

- 8.2.1 The Provider will cross-check that Terms of Business are currently in force with the Intermediary or, where the Intermediary is an Appointed Representative, with the Authorised Firm.
- 8.2.2 The Intermediary acknowledges that it is responsible for Data Input and undertakes to, and shall ensure that each User shall,
  - (a) use all due care and diligence when inputting data; and
  - (b) check all information carefully before submitting it to the Provider.
- 8.2.3 The Intermediary is responsible for ensuring that all Requests by its Users are legitimate and that Data submitted in the Request is accurate.

## 8.3 Direct Services

In respect of the Direct Services, the Provider will Authenticate the Intermediary.

## 8.4 Portal Services

8.4.1 In respect of the Portal Services, the Provider will:

- (a) Authenticate the Trusted Third Party; and
- (b) identify the Intermediary from the relevant data contained in the Request.

## 9. RESPONSES

9.1 Responses must be:

- 9.1.1 created, transmitted and Authenticated in accordance with the Standards; or
- 9.1.2 created, displayed and Authenticated on the Site, where the Response is a Data Display.

9.2 Provider Obligations

- 9.2.1 The Provider will provide a Response to the Intermediary in accordance with the Provider Standards.
- 9.2.2 The Provider acknowledges that it is responsible for Data Display and, subject to Clause 9.2.3, ensuring that Data in the Data Display is accurate.
- 9.2.3 The Provider is responsible for ensuring that Data contained in any Response provided is accurate, subject to any relevant pending transactions not yet fully processed, and that there are no Errors in any Response which it generates.
- 9.2.4 Where a User is accessing the Services, the Provider shall be responsible for cross-checking that the Intermediary is recorded as the agent for the Customer who is the subject of the Response and is entitled to access and view the Data (including, without limitation, the details in respect of a particular Customer policy).

### 9.3 Intermediary Obligations

#### 9.3.1 The Intermediary undertakes to the Provider:

- (a) that where any part of a Response is disclosed to a Customer such disclosure shall be made subject to any notes from the Provider which are contained within the Response relating to the presentation or disclosure of that Response;
- (b) to ensure that any Response or Data contained within a Response received by it is not disclosed to any person not authorised to access and view it;
- (c) to ensure that a User who receives or is able to access a Response in error shall:
  - (i) not use or disclose the Response for any purpose whatsoever; and
  - (ii) promptly notify the Provider;
- (d) not to use or permit the use of the Response for any purposes other than as may be required by the Intermediary in order to carry out its legitimate business.

### 9.4 Exclusions of Liability

Subject to the Provider's obligation under Clause 9.2.3, and unless otherwise expressly stated on or in the Response, a Response is supplied by the Provider to the User on a "for information only" basis. The Provider shall use its reasonable endeavours to ensure the accuracy of any Response but does not warrant to the Intermediary that the Response, the Data contained within the Response or any part of it complies with any legal or regulatory requirements in relation to the presentation and/or the form of that Data, nor that the Data can be used legitimately outside the United Kingdom.

### 9.5 Transmissions

A Message will be deemed to have been received at the time that it enters an information system of the intended recipient provided that no message indicating a failure to deliver has been received by the sender.

## 10. DATA

10.1 The Parties acknowledge and agree that all Intellectual Property Rights in the Data shall at all times remain with the Party from whom the Data originated, whether the Data is in human or machine readable form. The Parties agree to comply with their respective obligations in this Clause 10 in respect of the use and protection of Data.

### 10.2 Provider Obligations

10.2.1 The Provider shall at all times retain control of the keys necessary to decrypt any encrypted Data. Where the encrypted Data cannot be decrypted, the Provider will provide the Intermediary with a readable copy of the Data or provide the necessary key for decrypting the encrypted Data, at the request of the Intermediary.

10.2.2 In the event that the Intermediary is required to provide the key necessary to decrypt any encrypted Data to any party who is legally authorised to request the key, the Provider shall provide such key immediately on receiving a request from the Intermediary to do so.

### 10.3 Collective Obligations

10.3.1 Each Party undertakes to the other Party not to copy, distribute or use the Data of the other Party, nor reproduce that Data in whole or in part, in any form (whether in hard copy, electronic or other) except as provided by the Services Agreement or as necessary for the Party to carry out its obligations under the Services Agreement.

10.3.2 Each Party shall bear responsibility for the back-up of its Data and protection against loss of Data.

10.3.3 To the extent permitted by applicable law, neither Party makes any warranties or representations that any Data sent by it is free from computer viruses or other defects. Each Party acknowledges that it is responsible for taking its own precautions to ensure that all Messages, Data, programs and files received or downloaded from the other Party are free from computer viruses or other defects.

10.3.4 Notwithstanding Clause 10.3.3, each Party:

- (a) will take reasonable steps to prevent the introduction by its personnel of computer viruses into the system of the other Party; and
- (b) warrants and undertakes to the other Party that it will not wilfully introduce any viruses, worms, trojan horses or other contaminants including (without limitation) any code which will or may be used to access, modify, delete or damage any data, files or other computer programs used by the other Party, into any electronic communication between the Parties.

10.3.5 Each of the Parties accepts the validity of Responses and Requests and agrees to accord them the same status as would be applicable to a document or to Data sent or provided otherwise than by electronic means.

## 11. THIRD PARTY SUPPLIERS

The Parties acknowledge that certain third party providers of ancillary software or services (including, without limitation, the provider of the User Access), which may be used by the Provider, the Intermediary and/or the User in relation to the provision of the Direct Services, may require an Intermediary and/or User to agree to additional terms for the use of such software or services. Such terms shall be without prejudice to the obligations and responsibilities of the Parties under the Services Agreement.

## 12. CONTACTS

Each of the Parties will give the other Party the details of those key contacts (as may change from time to time) who will oversee the performance of its obligations and act as its liaison under the Services Agreement, and to whom day-to-day communications regarding the Services shall be directed.

## 13. WARRANTIES AND DISCLAIMERS

- 13.1 Each of the Parties warrants to the other that it has the necessary rights to perform its obligations under the Services Agreement.
- 13.2 Each of the Parties warrants that it has full legal authority to enter into the Services Agreement.
- 13.3 The Provider represents and warrants to the Intermediary that:
  - 13.3.1 it shall provide the Direct Services and perform all other obligations under the Services Agreement with reasonable skill and care;
  - 13.3.2 it has all the necessary rights to use the Standards; and
  - 13.3.3 it has full rights to grant the licences referred to in the Services Agreement free from all liens, claims encumbrances and other restrictions.
- 13.4 Where the Intermediary is not authorised in its own right under the FSMA, it warrants that it is an Appointed Representative. The Intermediary warrants that it will notify the Provider and the Trusted Third Party immediately on ceasing to be the Appointed Representative of the Authorised Firm, in which event the provisions of Clause 17.5 will apply.
- 13.5 Except as expressly set out in the Commercial and Technical Agreement, the Provider makes no warranties or representations about the availability of the Site or the Services. The Provider will not be liable to the Intermediary for any failure of the Intermediary or any User to access the Site or to use the Services.

## 14. LIMITATION OF LIABILITY

14.1 The aggregate liability of each Party to the other Party arising out of breach of contract, or breach of any term of the Services Agreement, whether express or implied, or breach of any common law or statutory duty (including but not limited to any duty in relation to tort or delict) for any single event or series of connected events arising out of the Services Agreement shall not exceed fifteen thousand pounds (£15,000) sterling except that:

14.1.1 this limitation of liability shall not apply to the liability of either Party to the other Party pursuant to Clause 16 (Data Protection); and

14.1.2 the liability of any Party for breach of any obligations of confidence shall not be limited.

14.2 Except for a breach of Clause 16 (Data Protection), no Party shall be liable for any consequential, indirect or special losses, for loss of profits, business revenue, goodwill or anticipated savings suffered or incurred by the other Party as a result of any breach of any warranty contained in the Services Agreement or any of the provisions of the Services Agreement, regardless of whether the Party had been informed or had reason to know of the possibility of such loss.

14.3 Each of the Parties agrees that the other will not be liable to it under any circumstances for any consequences arising from Errors, lost Data, or lost or corrupted files as a result of its own failure to implement necessary backup or employ the Standards.

14.4 Nothing contained in the Services Agreement shall exclude or limit either Party's liability for death or personal injury resulting from any act, omission or negligence of that Party or its officers, agents, employees or sub-contractors, or any other liability the exclusion of which is expressly prohibited by statute.

## 15. INTELLECTUAL PROPERTY

15.1 Except as expressly provided in the Services Agreement, neither of the Parties shall acquire any proprietary rights, title or interest in or to any Intellectual Property Rights of the other Party.

15.2 The Provider hereby grants a non-exclusive, non-transferable licence to the Intermediary to use the appropriate part of the Provider System as is necessary for it to access and use the Direct Services.

## 16. DATA PROTECTION

16.1 In this Clause "**Data Controller**", "**Data Processor**" and "**Data Subject**" shall have the meaning set out in the Data Protection Act, and "**Individual Rights**" means the rights of Data Subjects under the Data Protection Act.

16.2 Each of the Intermediary and the Provider acknowledges that it acts as a Data Controller in respect of any Customer Personal Data Processed by it, irrespective of ownership of the Intellectual Property Rights in Customer Personal Data. Each of the Intermediary and the Provider agrees that they are separately responsible for compliance with the Data Protection Act.

16.3 Each of the Provider and the Intermediary warrants that it has in place all necessary notifications including, without limitation, notification to the Information Commissioner and notifications to Data Subjects in respect of its Processing of Personal Data as required by the Data Protection Act.

## 17. TERMINATION

17.1 In addition to the other rights of termination set out in the Services Agreement the Services Agreement may be terminated by either party:

17.1.1 immediately on giving written notice if the other Party commits any material breach of any provision of this Services Agreement which is not capable of remedy or if capable of remedy, fails to remedy the breach within thirty (30) Working Days of receiving notice specifying the breach and requiring it to be remedied; or

17.1.2 immediately on giving written notice if the other ceases trading, or threatens to cease trading, or becomes apparently insolvent or has a trustee in sequestration appointed, combines with its creditors, or has a liquidator, receiver or administrator appointed over all or any of its assets other than for the purposes of a solvent amalgamation or reconstruction or undergoes any analogous act or proceeding under foreign law; or

17.1.3 on giving the other fourteen (14) days' written notice.

17.2 In addition to the other rights of termination set out in the Services Agreement the Services Agreement may be terminated by the Provider:

17.2.1 with immediate effect on giving written notice to the Intermediary if there is a change of control (as defined in Section 574 of the Capital Allowances Act 2001) of the Intermediary to which the Provider reasonably objects; or

17.2.2 where either party to the Terms of Business has served notice to the other to terminate the Terms of Business; or

17.2.3 with immediate effect in the event that the Intermediary uses any Data of the Provider in breach of the Services Agreement, or carries out any act or conducts itself in a manner which brings the Provider's name into disrepute or is otherwise detrimental to the reputation of, and goodwill in, the Provider's name.

17.3 The Provider will be entitled to withdraw any of the Direct Services at any time without prior notice to the Intermediary.

17.4 For the purposes of this Clause 17, a breach shall be capable of remedy if the other Party can comply with the provisions in question in all respects other than as to the time for performance.

17.5 The Provider will be entitled to terminate the Services Agreement with immediate effect on being notified that the Intermediary has ceased to be an Appointed Representative of the Authorised Firm.

## 18. CONSEQUENCES OF TERMINATION

18.1 On termination of the Services Agreement, for whatever reason, the access rights of all Users to the Services will be withdrawn immediately.

18.2 The Intermediary acknowledges that on termination of the agreement between the Provider and the Trusted Third Party, for whatever reason, the access rights of all Users to the Portal Services in respect of the Provider will be withdrawn immediately.

18.3 Any termination of the Services Agreement, for whatever reason, shall be without prejudice to any other rights or remedies of either Party under the Services Agreement or at law and will not affect any accrued rights or liabilities of a Party at the date of termination, nor shall termination affect any rights or obligations of the Parties which are to be observed or performed after such termination including without limitation those warranties as set out in the Services Agreement.

18.4 Within ten (10) Working Days after the date of termination of the Services Agreement each Party will delete all copies of all software, materials or information, other than Data, belonging to the other Party except as otherwise permitted or required by the Services Agreement or Terms of Business, or to the extent that the Party is required to keep the information for the purposes of complying with any legislation including, without limitation, money laundering legislation and FSMA.

## 19. AUDIT AND AUDIT TRAIL

19.1 During the term of the Services Agreement and for a period of twelve (12) months after the date of termination of the Services Agreement, the Intermediary will maintain accurate and up-to-date records, documentation and other similar materials, whether financial or otherwise, relating to the Services Agreement.

19.2 At the request of the Provider, the Intermediary shall promptly make available to the Provider, its internal and external auditors, representatives of the FSA or any third party appointed by the Provider (but no more than twice in any period of twelve (12) months for anyone other than representatives of the FSA), all information required by the Provider, such auditors or representatives relating to the Services at all reasonable times, and shall permit the Provider, such auditors or representatives, or any appointed third party, to inspect, review, verify and take copies of any associated records and documentation in the control or possession of the Intermediary.

19.3 The Intermediary agrees to provide such access to the Intermediary's premises and afford all reasonable assistance in good faith as may reasonably be required for the purposes of the inspection, review and verification under Clause 19.2.

19.4 The Provider shall ensure that any inspection or review under this Clause 19 which is undertaken on its instructions be undertaken, as far as reasonably possible, so as to minimise disruption to the Intermediary's business, both generally and in relation to the provision of the Services.

19.5 Any inspection or review under this Clause 19 is for the sole benefit of the Provider and will not constitute a waiver or exclusion of any obligation on the Intermediary or of the Provider's rights and remedies under the Services Agreement.

19.6 The Intermediary's costs of any inspection or review under this Clause 19 shall be paid by the Intermediary. The Intermediary shall additionally bear the reasonable costs of the Provider of any inspection or review under this Clause 19 if the inspection or review finds any material errors or non-compliance on the part of the Intermediary, either with any statutory or regulatory requirements or with the terms of the Services Agreement. Except as provided in this Clause 19.6, the Provider's costs of any inspection or review shall be paid by the Provider.

19.7 Each Party acknowledges that it is advisable to retain its respective part of the Audit Trail for a minimum period of six (6) months. The Parties may produce and rely on any part of the Audit Trail in its control to facilitate the resolution of any dispute which arises between the Parties out of or in connection with the Services Agreement. The Parties undertake to keep confidential any disclosed Audit Trail of the other Party and the Intellectual Property Rights in any part of the Audit Trail shall remain with the Party from which it originated.

## 20. FORCE MAJEURE

20.1 Notwithstanding anything else contained in the Services Agreement, neither Party shall be liable for any delay in or failure to perform its obligations under the Services Agreement (other than for payment of money) if such delay or failure is caused by an event of Force Majeure, provided that the Party promptly notifies the other Party in writing of the reasons for the delay or failure of the performance of its obligations.

20.2 If any such delay or failure referred to in Clause 20.1 continues for more than eight (8) weeks, either Party may terminate the Services Agreement immediately on giving notice in writing to the other Party, in which event neither Party shall be liable to the other by reason of such termination. Except for delays caused by the acts or omissions of the Party (in which event the rights and liabilities of the Parties shall be those conferred and imposed by the other terms of the Services Agreement and by law) any cost arising from such delay shall be borne by the Party incurring the same.

## 21. AMENDMENT

21.1 The Provider reserves the right to vary the terms and conditions of any part of the Services 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"). If the Intermediary does not agree to the variation, it will be entitled to terminate the Services Agreement immediately on giving the Provider notice in writing, provided that such termination notice is received by the Provider prior to the expiry of the Variation Notice Period. The Intermediary's continued use of the Services or, in the case of an amendment to the Schedule, the Service to which the variation applies, beyond the expiry date will be an indication of acceptance of the Services Agreement as varied.

21.2 For the purposes of Clause 21.1, notice may be given to the Intermediary by posting the variation to the Site or to the Portal or by such other means as determined by the Provider to be appropriate.

21.3 The Provider may give less than 30 days' notice of a variation where the variation is the result of legislation or regulatory requirements.

## 22. GENERAL

22.1 **Assignment:** Neither the Provider nor the Intermediary is entitled to assign any of its rights and obligations arising under the Services Agreement without the prior written consent of the other. Notwithstanding this, the Provider shall be entitled to freely assign the entire benefit of the Services Agreement as a whole to any other company within the Prudential Group and the Intermediary undertakes to execute such documents necessary to effect the assignment.

22.2 **Relationship of the Parties:** Nothing in the Services Agreement shall create, or be deemed to create a partnership or joint venture or relationship of employee and employer or principal and agent between the Parties. Neither Party is agent for the other, and neither Party has any authority to make any contract, whether expressly or by implication, in the name of the other Party, without that Party's prior written consent.

22.3 **Waiver:** Any failure to exercise or any delay in exercising a right or remedy provided by the Services Agreement or at law shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of the Services Agreement shall not constitute a waiver of a subsequent breach of that term nor of any other breach and shall not affect the other terms of the Services Agreement.

22.4 **Rights of Third Parties:** Except as provided in the Services Agreement, a person who is not a party to the Services Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Services Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

22.5 **Severability:** If at any time a provision of the Services Agreement is held by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not prejudice the remaining provisions of the Services Agreement which shall remain in full force and effect. If any provision of the Services Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

## 22.6 Entire Agreement

22.6.1 The Services Agreement, together with the documents referred to in it, sets out the entire agreement and understanding between the Parties in connection with the provision of the Services, and supersedes all previous agreements, negotiations, representations and undertakings between the Parties relating to the provision of the Services.

22.6.2 Each of the Parties acknowledges and agrees that in entering into the Services Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy under the Services Agreement in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Services Agreement or not) other than as expressly set out in the Services Agreement as a warranty. The only remedy available to it under the Services Agreement for breach of the warranties shall be for breach of contract under the terms of the Services Agreement.

22.6.3 Nothing in this Clause 22.6 shall be construed as excluding or intending to exclude the liability of either party for fraudulent misrepresentation.

## 22.7 Notices

Except as otherwise expressly provided, all notices to be given under the Services Agreement shall be in writing and may be given personally or by first class post. Notices given personally or by post shall be delivered to the address of the Party in question as may be notified to the other Party from time to time in writing. Any notice shall be deemed to have been received: if delivered personally, at the time of delivery; and if sent by post, on the expiry of forty eight (48) hours after posting.

## 23. LAW AND JURISDICTION

This Services Agreement is entered into in consideration of the mutual obligations assumed by the Parties under the terms of the Services Agreement. The Services Agreement and any dispute or claim arising out of or in connection with it shall be governed by and be construed in all respects in accordance with English law and the Parties hereby submit to the non-exclusive jurisdiction of the English courts.

This is the Schedule referred to in the Electronic Services Agreement between The Provider and the Intermediary

## PART ONE

### SCHEDULE OF DEFINITIONS

In the Services Agreement the following words and expressions will have the following meanings unless the context requires otherwise (references to Clauses are to clauses in the Main Terms):

<b>Application</b>	the electronic application form by which new business is submitted, either directly or indirectly, by the Intermediary to the Provider;
<b>Appointed Representative</b>	a party appointed to act as an agent in the conduct of investment business, in terms of the FSMA, from time to time;
<b>Audit Trail</b>	a full and unaltered transactional record of all Messages sent and received or Data submitted and/or received by the Parties;
<b>Authentication</b>	confirming the identity of the Party in question in accordance with the Standards and "Authenticate" shall be construed accordingly;
<b>Authorised Firm</b>	a firm, partnership or company which is authorised under the FSMA to carry on investment business and which has appointed the Intermediary as its Appointed Representative, and which is either:  (a) the party identified as such in the covering letter accompanying this Services Agreement and as part of the Trusted Third Party Registration; or  (b) each party subsequent to that referred to at (a), where the Intermediary has notified the Provider in accordance with Clause 13.4 and the Provider has chosen not to exercise its right to terminate the Services Agreement under Clause 17.5;
<b>Commencement Date</b>	has the meaning given in Clause 2 of the Main Terms;
<b>Commercial and Technical Agreement</b>	an agreement entered into between the Parties setting out the commercial conditions in relation to the Direct Services, and which shall include the Standards, the User Guidelines and any service levels;
<b>Customer</b>	an individual, organisation or company, (including an employee of, or individual associated with, such organisation or company) who has appointed the Intermediary as its agent;
<b>Customer Personal Data</b>	Personal Data relating to the Customer which is Processed by the Parties;
<b>Data</b>	all information and data transmitted, submitted or provided by one Party to the other Party (whether directly or indirectly) and including, without limitation, statistics, policy information and valuations, Personal Data (including Customer Personal Data), information about products and services, commercial information, and whether as images, text or otherwise;
<b>Data Display</b>	data which is made available, either by the Provider on the Site or by the Trusted Third Party on the Portal, to be accessed on-screen by the Intermediary;
<b>Data Input</b>	the input, submission and/or confirmation of data by the Intermediary or any User on the Site or Portal;
<b>Data Protection Act</b>	the Data Protection Act 1998;
<b>Declaration</b>	the declaration form which forms part of the on-line Application or Top Up process;

<b>Defect</b>	any and all material errors, omissions or failures in the system of either Party including (without limitation) errors, omissions or failures by reason of which such a system fails to perform in accordance with the relevant part of the Standards;
<b>Direct Services</b>	those parts of the Services to be provided directly by the Provider to the Intermediary under this Services Agreement as further detailed in the Provider Standards and the Commercial and Technical Agreement;
<b>Documentation</b>	the information and documentation describing the Provider and the Products (including, but not limited to, key features documents and contract terms and conditions) in a format provided or approved by the Provider;
<b>Error</b>	a corruption of the Data contained within a Request or a Response, or a failure or omission within the content or in the structure of a Request or Response;
<b>Force Majeure</b>	any event outside the reasonable control of either Party affecting its liability to perform any of its obligations (other than payment) under the Services Agreement, including Act of God, fire, flood, lightning, war, revolution, act of terrorism, strikes, lock-outs or other industrial action, whether of the affected party's own employees or others;
<b>Form</b>	the electronic form by which a Top Up is submitted, either directly or indirectly, by the Intermediary to the Provider;
<b>FSA</b>	the Financial Services Authority or any successor body;
<b>FSMA</b>	the Financial Services and Markets Act 2000, and any amending or replacement legislation and all subordinate laws and regulations and Rules which regulate the carrying on of investment or financial business in the United Kingdom;
<b>Fund</b>	an investment fund of the Customer held or controlled or arranged by the Provider;
<b>Illustration</b>	an illustration or quote for a Product generated by the Intermediary for a Customer using the Illustration Services;
<b>Illustration Services</b>	the services (as provided for in Part Five of the Schedule) which enable enquiries to be submitted by the Intermediary to the Provider, either directly or indirectly, for prospective or existing policies for a Customer;
<b>Intellectual Property Rights</b>	any rights in or to intellectual property including, but not limited to, copyright, patents, database rights, designs, trade marks, know-how or confidential information and any other rights in respect of any other industrial or intellectual property, whether registrable or not and wherever existing in the world and including, without limitation, all rights to apply for any of the foregoing rights;
<b>Intermediary</b>	the individual, company, firm or partnership which is designated as the Intermediary on the covering letter accompanying this Services Agreement;
<b>Intermediary Standards</b>	the Intermediary's respective part of the Standards;
<b>Intermediary System</b>	the system by which the Intermediary connects to or accesses the Services;
<b>Joint Application</b>	where there are two or more applicants to an Application;
<b>Main Terms</b>	only the terms and conditions of the body of the agreement and Part One of the Schedule;

<b>Message</b>	a transmission between the Parties using and made in accordance with the Standards, and which may be a request by the Intermediary for data, the electronic response by the Provider to such a request, or the electronic message sent by the Provider as part of a Service;
<b>Money Laundering Regulations</b>	the Money Laundering Regulations 2003;
<b>New Business Tracking Services</b>	the services (as provided for in Part Three of the Schedule) which enable enquiries to be submitted by the Intermediary to the Provider, either directly or indirectly, as Applications for an investment or policy on behalf of a Customer;
<b>New Business</b>	the services (as provided for in Part Four of the Schedule) enabling enquiries to be submitted by the Intermediary to the Provider, either directly or indirectly, about the current status of an Application that has been submitted;
<b>Party or Parties</b>	a party or the parties to this Services Agreement;
<b>Personal Data</b>	shall have the meaning set out in the Data Protection Act;
<b>Portal</b>	any web site through which the Intermediary can access and use the Portal Services;
<b>Portal Service</b>	those parts of the Services to be provided by the Trusted Third Party to the Intermediary following the completion of the Trusted Third Party Registration;
<b>Processing</b>	has the meaning set out in the Data Protection Act, and " <b>Process</b> " and " <b>Processed</b> ", when used in relation to Processing of Data, shall be construed accordingly;
<b>Product</b>	any financial services product which is offered by, or which can be arranged through, the Provider;
<b>Provider Standards</b>	the Provider's respective part of the Standards;
<b>Provider System</b>	the system and processes operated by the Provider, including (without limitation) any software and materials owned by or licensed to the Provider, which are used by the Provider to deliver the Direct
<b>Services; Prudential Group</b>	The Prudential Assurance Company Limited (00015454), 142 Holborn Bars, London EC1N 2NH 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));
<b>Request</b>	(a) means an electronic request made by the Intermediary in accordance with the Standards or (b) where the Services are accessed on the Site or the Portal, means the Data Input;
<b>Response</b>	(a) means the electronic response to any Request in accordance with the Standards or an electronic message sent as part of a Service or (b) where the Services are being accessed on the Site or the Portal, means the Data Display;
<b>Rules</b>	the rules of the FSA as amended from time to time;
<b>Schedule</b>	the schedule in 7 Parts attached to and forming part of this Services Agreement;
<b>Security Standards</b>	the agreed technical security standards, as specified in the Commercial and Technical Agreement;
<b>Services</b>	the services provided either directly by the Provider or by the Trusted Third Party to the Intermediary following registration under the terms of Clause 3, and "Service" shall be construed accordingly;

<b>Services Standards</b>	any agreed standards, as may be set out in the Commercial and Technical Agreement, in accordance with which the Provider will provide the Direct Services;
<b>Site</b>	any web site of the Provider through which the Intermediary can access and use the Direct Services;
<b>Standards</b>	the System Standards, the Security Standards and the Services Standards;
<b>System Standards</b>	the technical system and standards for sending and receiving Messages or accessing, inputting, submitting and displaying Data, as specified in the Commercial and Technical Agreement;
<b>Terms of Business</b>	the Provider's terms of business and any other relevant documents upon which the Provider will undertake business from the Intermediary or, if the Intermediary is an Appointed Representative, from the Authorised Firm;
<b>Top Up</b>	the on-line amendment of Fund or existing investment or policy details on behalf of the Customer;
<b>Top Up Services</b>	the services (as provided for in Part Six of the Schedule) which enable an Intermediary to submit to the Provider, either directly or indirectly, a Top Up for an existing investment or policy of a
<b>Customer; Trusted Third Party</b>	any trusted third party with whom the Provider has entered into an agreement for the provision of on-line authentication and other services, and as set out in the Commercial and Technical Agreement or as notified to the Intermediary by the Provider from time to time;
<b>Trusted Third Party Registration</b>	the process specified by the Trusted Third Party by which the Intermediary will register to be given access to and use of the Portal Services;
<b>Trusted Third Party Standards</b>	the Trusted Third Party's respective part of the Standards;
<b>User</b>	any individual user, including an employee, agent, consultant or sub-contractor, of the Intermediary who accesses and uses the Services at any time using the User Access;
<b>User Access</b>	the method or process as specified as part of the Standards, by which a User will access and use the Direct Services and the Portal Services;
<b>User Guidelines</b>	any guidelines in accordance with which a User must use the Direct Services, as may be prescribed in the Commercial and Technical Agreement;
<b>Validity Period</b>	the period for which an Illustration is valid, as may be expressly stated on the Illustration;
<b>Valuation Services</b>	the services (as provided for in Part Two of the Schedule) which enable enquiries to be made by the Intermediary, either directly or indirectly, about a nominated policy of a Customer; and
<b>Working Day</b>	any day excluding Saturday and Sunday and public holidays both in England and Scotland.

## PART TWO

### VALUATIONS

#### 1. SCOPE

- 1.1 The Provider will provide the Valuation Services in accordance with the Main Terms from the Commencement Date until the Services Agreement is terminated or the Valuation Services are withdrawn by the Provider (for whatever reason), whichever is earlier.
- 1.2 For the purposes of the Valuation Services only, the definition of "Users" shall include a Customer.

## PART THREE

### NEW BUSINESS TERMS

#### 1. DEFINITIONS AND INTERPRETATION

Words and expressions defined elsewhere in the Main Terms will have the same meanings in these New Business Terms unless otherwise stated. References to Clauses are to clauses in the New Business Terms unless otherwise specified.

#### 2. SCOPE AND TERM

- 2.1 In addition to the Main Terms, the New Business Terms govern the use by the Intermediary of the New Business Services. In the event of any conflict between the New Business Terms and the Main Terms in respect of New Business Services, these New Business Terms will take precedence.
- 2.2 The Provider will provide the New Business Services from the Commencement Date until the Services Agreement is terminated or the New Business Services are withdrawn by the Provider (for whatever reason), whichever is earlier.

#### 3. USING ILLUSTRATIONS

- 3.1 The Intermediary acknowledges that any Illustration used to populate an Application and submitted as new business is subject to the New Business Terms.
- 3.2 The obligations in the New Business Terms will apply to an Application whether an Illustration is used to populate part of an Application or whether all Data is input by the Intermediary.

#### 4. COMPLETING THE APPLICATION

- 4.1 The Intermediary agrees to be diligent and sufficiently comprehensive in its enquiries of the Customer.
- 4.2 The Intermediary acknowledges that it is responsible for ensuring the correct input of Data and undertakes to, and will ensure that each User shall:
  - 4.2.1 use all due care and diligence when completing the Application; and
  - 4.2.2 check all information carefully with the Customer before submitting the Application to the Provider.
- 4.3 If the Intermediary becomes aware of errors in or omissions from the Data which it has submitted to the Provider, the Intermediary undertakes to inform the Provider of such error or omission as soon as possible.
- 4.4 The Intermediary undertakes to:
  - 4.4.1 provide the Customer with a copy of the Documentation, and any other information which the Provider may from time to time require, in good time before submitting the Application;
  - 4.4.2 draw the Customer's attention to the Provider's data protection notice, prior to submitting the Application;
  - 4.4.3 ensure that the Customer understands the Documentation applicable to the Product for which the Customer is applying; and

- 4.4.4 explain to the Customer that the Application is subject to acceptance by the Provider and as such any terms applicable to the Product applied for will be subject to review by the Provider.
- 4.5 Unless otherwise expressly directed as part of the on-line application process, the Intermediary undertakes to obtain the Customer's signature on a hard copy of the Declaration and to send the signed Declaration to the Provider as soon as possible following the on-line submission of the Application. The Intermediary acknowledges that it is advisable to retain a copy of any signed Declaration for its files.

## 5. SUBMITTING APPLICATIONS

### 5.1 General

- 5.1.1 An Application may be submitted (where available) by:
  - (a) completing the Application on the Intermediary System and sending it to the Provider directly; or
  - (b) completing and submitting the Application on the Site; or
  - (c) completing and submitting the Application using the Portal Services.

### 5.2 Provider Obligations

- 5.2.1 Where Applications are submitted in accordance with Clause 5.1.1(a) or (b) above, the Provider will Authenticate the Intermediary.
- 5.2.2 Where Applications are submitted in accordance with Clause 5.1.1(c) above, the Provider will:
  - (a) Authenticate the Trusted Third Party;
  - (b) identify the Intermediary from the relevant data sent with the Application.
- 5.2.3 The Provider will cross-check that Terms of Business are currently in force with the Intermediary or, where the Intermediary is an Appointed Representative, with the Authorised Firm.

- 5.2.4 The Provider cannot and does not accept any responsibility for late or lost or corrupted Applications due to any viruses, delays or failures in transmission, failure of software or hardware or telecommunications networks, nor for any other circumstances out with the control of the Provider.

### 5.3 Intermediary Obligations

- 5.3.1 In submitting an Application to the Provider, the Intermediary warrants to the Provider that:
  - (a) it is acting on the Customer's behalf and has been instructed to submit the Application;
  - (b) all information which the Intermediary sends on the Customer's behalf:
    - (i) has been obtained directly from the Customer; and
    - (ii) is true and accurate to the best of the Intermediary's knowledge and belief having made due and proper enquiry; and
  - (c) it has informed the Customer, in good time prior to submitting the Application, that the Customer must disclose all material facts relating to the Application and has explained to the Customer the consequences of non-disclosure.
- 5.3.2 Where an Application is submitted on the basis of an Illustration, the Intermediary:
  - (a) warrants that the date of submission of the Application will be prior to the expiry of the Validity Period (if any) of the Illustration forming the basis of the Application; and
  - (b) undertakes to explain to the Customer that an Application submitted on the basis of an Illustration is still subject to underwriting (where applicable to the Product) and to acceptance by the Provider and as such, the terms of any Illustration will be subject to review by the Provider.

5.3.3 Where the Intermediary submits an Application which it has saved and retrieved at a later date, or uses as the basis of an Application an Illustration which it has saved and retrieved at a later date, the Intermediary warrants to the Provider that prior to submitting the Application it will confirm with the Customer that:

(a) the Customer's details are correct as at the date and time of the Application; and

(b) there have been no material changes in the Customer's circumstances since the date that the Application was saved, or since the date of generation of the Illustration, which would impact on the Application or the Customer's declaration that it has disclosed all material facts.

5.3.4 The Intermediary is responsible for ensuring that all Applications submitted by its Users are legitimate and comply with its obligations under Clause 5.3.

## **6. MONEY LAUNDERING**

6.1 The Intermediary warrants that:

6.1.1 it will obtain sufficient evidence of the identity of the Customer to satisfy the identity verification requirements of the Money Laundering Regulations; and

6.1.2 such evidence viewed by the Intermediary under Clause 6.1.1 above will be the original documentation.

6.2 The Intermediary undertakes to retain for 6 years copies of the information which it obtains for the purposes of fulfilling its obligations under Clause 6.1, and will provide such copies to the Provider on request.

6.3 The Intermediary will comply with any requirements of the Provider in respect of the Money Laundering Regulations as may be notified by the Provider to the Intermediary from time to time.

6.4 The Intermediary will be asked on the Application to indicate that it has verified the identity of the Customer prior to the submission of the Application. By confirming that it has verified the identity of the Customer, the Intermediary warrants to the Provider that it has done so.

## **7. JOINT APPLICATIONS**

7.1 The Intermediary acknowledges that each applicant to a Joint Application is a Customer. The Intermediary undertakes to comply with its obligations in respect of a Customer under the Services Agreement in respect of each of the applicants.

7.2 Where the Intermediary is submitting a Joint Application, the Intermediary:

7.2.1 warrants to the Provider that it is acting on behalf of each applicant in submitting the Application; and

7.2.2 undertakes to ensure that each applicant has understood and agrees to be bound by the Documentation.

7.3 Unless otherwise directed as part of the on-line application process, the Intermediary undertakes to obtain each applicant's signature on a hard copy of the Declaration and to send the signed Declaration to the Provider as soon as possible following the on-line submission of the Application.

## **8. DOCUMENTATION**

8.1 The Provider will be responsible for ensuring that the Intermediary is provided with, or has access to, all necessary Documentation and the most up-to-date versions of that Documentation. The Provider may amend the Documentation from time to time without prior notification and it will be the responsibility of the Intermediary to check that the Documentation which it is using is the most up to date version.

8.2 The Intermediary undertakes not to amend any part of the Documentation without the prior consent of the Provider.

## PART FOUR

### NEW BUSINESS TRACKING TERMS

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1 Words and expressions defined in the Main Terms will have the same meanings in these New Business Tracking Terms unless otherwise stated. References to Clauses are to clauses in the New Business Tracking Terms unless otherwise specified.
- 1.2 In the New Business Tracking Terms and the Services Agreement the following words and expressions will have the following meanings unless the context requires otherwise:
- **Request** an enquiry about the status or progress of an Application; and
  - **Response** information from the Provider about the status or progress of an Application.

#### 2. SCOPE AND TERM

- 2.1 In addition to the Main Terms, the New Business Tracking Terms govern the use by the Intermediary of the New Business Tracking Services. In the event of any conflict between the New Business Tracking Terms and the Main Terms in respect of the New Business Tracking Services, the New Business Tracking Terms will take precedence.
- 2.2 The Provider will provide the New Business Tracking Services from the Commencement Date until the Services Agreement is terminated or the New Business Tracking Services are withdrawn by the Provider (for whatever reason), whichever is earlier.

#### 3. NEW BUSINESS TRACKING

- 3.1 The New Business Tracking Services will enable:
- 3.1.1 the Intermediary or a User to request and receive from the Provider an update on the status or progress of an Application at any time; and
  - 3.1.2 the Provider to update the Intermediary on the progress of the Application at a given stage in the application process.

#### 4. REQUESTS

- 4.1 All Requests will be made or submitted in accordance with clause 8 of the Main Terms.
- 4.2 When the Intermediary makes a Request, the Provider will:
- 4.2.1 Authenticate the Intermediary; and
  - 4.2.2 cross-check that Terms of Business are currently in force with the Intermediary or, where the Intermediary is an Appointed Representative, with the Authorised Firm.
- 4.3 The Intermediary is responsible for ensuring that all Requests are legitimate.

#### 5. RESPONSES

- 5.1 Responses will be provided in accordance with clause 9 of the Main Terms.
- 5.2 A Response may be:
- 5.2.1 provided to an Intermediary in response to a Request; or
  - 5.2.2 automatically generated and provided to the Intermediary when the Application reaches certain stages in the application process.
- 5.3 The Provider is responsible for ensuring that the information about the status or progress of the Application provided to the Intermediary is correct as at the time the Response is generated. The Intermediary acknowledges that the status may be subject to any relevant pending information not yet fully processed.
- 5.4 The Provider is responsible for cross-checking that the Intermediary is recorded as the agent for the Customer who is the subject of the Request and is entitled to access and view data about the Application.

## PART FIVE

### ILLUSTRATION TERMS

#### 1. DEFINITIONS

Words and expressions defined in the Main Terms will have the same meanings in these Illustration Terms unless otherwise stated. References to Clauses are to clauses in these Illustration Terms unless otherwise stated.

#### 2. SCOPE AND TERM

2.1 In addition to the Main Terms, the Illustration Terms govern the use by the Intermediary of the Illustration Services. In the event of any conflict between the Illustration Terms and the Main Terms in respect of the Illustration Services, the Illustration Terms will take precedence.

2.2 The Provider will provide the Illustration Services from the Commencement Date until the Services Agreement is terminated or the Illustration Services are withdrawn by the Provider (for whatever reason), whichever is earlier.

#### 3. GENERATING ILLUSTRATIONS

3.1 An Illustration may be used as an indication to the Customer of the terms of a Product, and may be used to populate an Application for the Customer.

3.2 The Intermediary acknowledges that an Illustration will be generated on the basis of the data which the Intermediary inputs, and that the Intermediary is responsible for ensuring the correct input of data. The Intermediary undertakes to, and shall ensure that each User will, use all due care and diligence when inputting data for an Illustration.

3.3 The Intermediary undertakes to generate a new Illustration where:

3.3.1 an Illustration is saved and retrieved at a date on or after the expiry of the Validity Period; or

3.3.2 there has been a change in the Customer's circumstances or details since the original Illustration was created.

#### 4. DISCLOSING ILLUSTRATIONS

4.1 The Provider warrants to the Intermediary that the Illustration is generated and provided to the Intermediary in a form which is compliant with legal and regulatory requirements in relation to the presentation and/or the form of the Illustration in the United Kingdom. The warranty in this Clause 4.1. shall not apply in the event that the Intermediary amends the content or the format of the Illustration in any way.

4.2 The Intermediary undertakes to the Provider that where an Illustration is disclosed to a Customer, such disclosure shall be made in the form in which the Illustration is generated by the Provider System.

4.3 The Intermediary undertakes to draw the expiry of the Validity Period (if any) of the Illustration to the Customer's attention.

#### 5. SUBMITTING ILLUSTRATIONS

The Intermediary acknowledges that any Illustration used to populate an Application will be subject to the New Business Terms as set out in Part Three of the Schedule.

## PART SIX

### TOP UP TERMS

#### 1. DEFINITIONS

Words and expressions defined in the Main Terms will have the same meanings in these Top Up Terms unless otherwise stated. References to Clauses are to clauses in the Top Up Terms unless otherwise stated.

#### 2. SCOPE AND TERM

2.1 In addition to the Main Terms, the Top Up Terms govern the use by the Intermediary of the Top Up Services. In the event of any conflict between the Top Up Terms and the Main Terms in respect of the Top Up Services, the Top Up Terms will take precedence.

2.2 The Provider will provide the Top Up Services from the Commencement Date until the Services Agreement is terminated or the Top Up Services are withdrawn by the Provider (for whatever reason), whichever is earlier.

### **3. COMPLETING THE FORM**

- 3.1 The Intermediary acknowledges that it is responsible for ensuring the correct input of Data and undertakes to, and will ensure that each User shall,
  - 3.1.1 use all due care and diligence when completing the Form; and
  - 3.1.2 check all information carefully with the Customer before submitting the Form.
- 3.2 If the Intermediary becomes aware of errors in or omissions from the Data which it has submitted, the Intermediary undertakes to inform the Provider of such error or omission as soon as possible.
- 3.3 Unless otherwise directed as part of the Top Up process, the Intermediary undertakes to obtain the Customer's signature on a hard copy of the Declaration and to send the signed Declaration to the Provider as soon as possible following the on-line submission of the Form.

### **4. INTERMEDIARY OBLIGATIONS**

- 4.1 By making a Top Up, the Intermediary warrants to the Provider that it is acting on the Customer's behalf and has been instructed by the Customer to make the Top Up.
- 4.2 The Intermediary undertakes to ensure that the Customer understands the implications of the Top Up prior to submitting the Form.
- 4.3 Where the Intermediary is making a Top Up to an investment or a policy which is held by more than one person, the Intermediary warrants to the Provider that it is acting on behalf of each of those people. The Intermediary undertakes to obtain each Customer's signature on a hard copy of the Declaration in accordance with Clause 3.3.

- 4.4 The Intermediary further warrants that:

- 4.4.1 where it amends any bank account details in the course of making a Top Up it has been directly instructed by the Customer to make those changes; and
- 4.4.2 where there is any amendment of the bank account details to a joint bank account, it has checked with the Customer that the Customer has the consent of the other account holder.

### **5. PROVIDER OBLIGATIONS**

- 5.1 General Obligations

- 5.1.1 The Provider shall be responsible for checking that the Intermediary is recorded as the agent for the Customer in question and is entitled to view and amend the Customer's details.
- 5.1.2 The Provider cannot and does not accept any responsibility for late or lost or corrupted Forms due to any viruses, delays or failures in transmission, failure of software or hardware or telecommunications networks, nor for any other circumstances out with the control of the Provider.

- 5.2 Direct Services

- 5.2.1 The Provider will Authenticate the Intermediary.

- 5.3 Portal Services

- 5.3.1 The Provider will:

- (a) Authenticate the Trusted Third Party;
- (b) identify the Intermediary from the relevant data sent with the Form.

## PART SEVEN

### EXTRANET TERMS AND CONDITIONS

Use of the Site by the Intermediary and its Users is subject to the following extranet terms and conditions.

#### 1. ACCEPTANCE

By accessing the Service, the User is deemed to have read and accepted the following extranet terms and conditions ("the Terms").

#### 2. DEFINITIONS

In the Terms the following words and phrases shall bear the following meanings and may be used in the singular or plural as appropriate:

- a) "The Company" means The Prudential Assurance Company Limited, a company registered in England and Wales and having its registered office at 142 Holborn Bars, London EC1N 2NH, 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)).
- b) "The User" shall mean the person who accesses the Service.
- c) "The Site" means the web site at [www.pruadviser.co.uk](http://www.pruadviser.co.uk) or any other extranet site through which the Service can be accessed and used.
- d) "The Service" shall mean the provision through the Site and an e-mail service of a means of access for the User to send to, and obtain from, the Company information on client transactions and on the products and services offered by the Company.
- e) "Business Day" shall mean any day other than a Saturday, a Sunday or a Public Holiday. Public Holidays include New Year's Day, Good Friday, Easter Monday, May Day, Christmas Day and Boxing Day.
- f) "Date of Receipt" shall mean the Business Day on which data or information is received by the Company.

#### 3. USE

The User undertakes not to use the Service or the Site for the processing, transmission or publication of any statement, data or material which is offensive or libellous, or which infringes the intellectual property rights of the Company or any third party, or infringes a third party's rights in respect of personal data and individual privacy.

#### 4. TIME OF EXECUTION

Where data is sent to the Company by the User for the purpose of effecting a date or price sensitive financial services transaction, the following criteria shall apply:

- If the instruction is received by the Company before 5.00 pm on the Date of Receipt, the unit prices prevailing on that day shall be applied to the transaction.
- If the instruction is received by the Company at 5.00 pm or later on the Date of Receipt, the unit prices on the Business Day immediately following the Date of Receipt shall be applied to the transaction.

#### 5. OWNERSHIP

Copyright and all other intellectual property rights in the material contained on and/or generated through the Site and the Service are, and shall remain at all times, in the ownership of the Company.

Other than in fulfilment of obligations or as otherwise contemplated by the Terms or expressly permitted by the Company, under no circumstances is the User permitted to publish, re-transmit, re-distribute or otherwise reproduce any of the content which appears on any page of the Site in any format to anyone, and the User is prohibited from using any such content in connection with any business or commercial enterprise including, without limitation, any securities, investment, accounting, banking, legal or media business or enterprise.

#### 6. ACCESS

The Company shall endeavour to maintain access to the Service on a 24-hour basis. The Company shall not, however, be liable to the User for any losses incurred due to an inability of the User to access the Site or the Service, or due to down-time or problems or delays in the provision of the Service.

## 7. VARIATIONS

The Company reserves the right to amend, update or alter the Service at its discretion. Should this occur, the amended, updated or altered version of the Service shall become the current release of the Service ("the Current Release"). Only the Current Release will at any time be available for use by the User.

The Service has been prepared in accordance with the Company's current understanding of the FSA Rules and current Inland Revenue legislation and practice in the United Kingdom. This may however be subject to future variation.

## 8. EXCLUSIONS

The Company has applied care and skill to produce the Service to a professional standard. It has taken all reasonable steps to ensure the information contained within the Site is accurate, current and complies with the relevant legislation and regulations as at the date of issue. However, the Company cannot guarantee that the Site is free of errors and omissions and so no warranty is given and no representation is made regarding the accuracy or completeness of the Site. No warranty is given that the Site shall be available on an uninterrupted basis and no liability will be accepted by the Company in respect of losses or damages arising out of such unavailability.

Nothing within the Site shall be deemed to constitute financial or other professional advice in any way and in choosing to obtain any products and/or services offered by the Company the User acknowledges that it should not rely solely on the information contained within or provided through the Site.

The User acknowledges that it is solely responsible for the use to which it puts the Site and all the results and information it obtains on or from the Site, and that all warranties, conditions, undertakings, representations and terms whether expressed or implied, statutory or otherwise are hereby excluded to the fullest extent permitted by law

## 9. TERMINATION OF ACCESS

The User acknowledges that the Company reserves the right, with or without notice, with or without cause and within their sole discretion, to withdraw or terminate access to the Site or access to all or part of the specialised aspects of the Service.

## 10. LAW

Unless otherwise agreed in writing between the parties, these Terms shall be governed by English Law and subject to the exclusive jurisdiction of the English Courts.

## PRIVACY POLICY

The Prudential Assurance Company Limited ("we" or "us") is committed to ensuring that your privacy is protected. This Privacy Policy explains how we use the information we collect about you, how you can instruct us if you prefer to limit the use of that information.

### 1. THE INFORMATION WE COLLECT AND HOW WE USE IT

When you register on our web site we need to know your name, Agency Numbers, E-mail address, Job Title, Employee ID Number, SIB Number, Postcode and Locality. We gather this information to allow us to process your registration and confirm your identity.

We may also use aggregate information and statistics for the purposes of monitoring web site usage in order to help us develop the web site and our services and may provide such aggregate information to third parties. These statistics will not include information that can be used to identify any individual. We may also use your e-mail address to contact you about servicing and related issues, and to provide you with information about our on-line services, but you will be provided with the option to unsubscribe from these communications.

### 2. OUR USE OF COOKIES AND OTHER INFORMATION GATHERING TECHNOLOGIES

A cookie is a small piece of information generated by a web server and sent to your computer when you access this website. We use non-persistent, per-session cookies to strengthen security, as they are used to maintain the session between the customer and our systems. We also make limited use of cookies to identify and customise which pages are sent to the user next.

Our cookies do not hold any personal information about you and do not save to your computer hard drive. You should view your browser security settings to check that these are

configured to accept per-session cookies. If this is not configured, problems will be experienced accessing certain areas of this website. The cookies stored in your browser are only valid whilst you have your browser window open and are destroyed once the browser window is closed.

www.Pruadviser.co.uk uses session cookies, which are issued for security purposes. We store certificate details of a user who has logged on. Session cookies are also used to verify which parts of our site users are allowed to see whilst navigating through www.pruadviser.co.uk and ensures that the user can navigate between non-secure and secure parts of the site without having to log on.

### 3. SALE OF BUSINESS

In the event that this business is sold or integrated with another business your details may be disclosed to our advisers and any prospective purchasers and/or their advisers and will be passed on to the new owners of the business.

### 4. UPDATING YOUR DETAILS

If any of the information that you have provided to us changes, for example if you change your address, please let us know the correct details in writing to Agency and Commissions Department, Prudential, Craigforth, Stirling FK9 4UE

### 5. YOUR CONSENT

By submitting your information you consent to the use of that information as set out in this Privacy Policy. If we change our Privacy Policy we will post the changes on this page, and may place notices on other pages of the web site, so that you may be aware of the information we collect and how we use it at all times. Continued use of the service will signify that you agree to any such changes.

### 6. HOW TO CONTACT PRUDENTIAL

We welcome your views about our web site. If you would like to contact us with any queries or comments please send an E-mail to "pruadviser@prudential.co.uk."



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