

TERMS OF BUSINESS ADDENDUM

For a Member of a Service Provider or a Multi-Tie

1. SCOPE OF THESE TERMS

- 1.1 These Addendum Terms set out specific additional terms and conditions upon which the Prudential Group of Companies (meaning any UK or Republic of Ireland based insurance or life assurance company (the "Company") which has Prudential plc as its ultimate holding company and Prudential Lifetime Mortgages Limited) shall accept business from a member (the "Member") of a service provider or multi-tie (the "Service Provider"). The Member shall take reasonable steps to ensure that it does not introduce business to the Company as a consequence of the activities of another person which contravene section 19 of the Financial Services and Markets Act 2000.
- 1.2 These Addendum Terms shall apply to the Member in addition to the Company's Terms of Business which it shall issue from time to time (the "Terms of Business").

2. COMMISSION

Where, in accordance with the Terms of Business, the Member has notified the Company that it has passed on to the Service Provider its right to receive all, or a specified percentage of, the commission due to the Member in relation to business accepted by the Company, the Company will pay to the Service Provider in accordance with FSA Rules all or such percentage of commission due to the Member as may be specified in the agreement between the Member and the Service Provider and notified to the Company from time to time. Where such an arrangement in relation to commission exists, the Service Provider will subsequently pass on to the Member such commission as is specified under the agreement between the Member and the Service Provider. As provided in the Terms of Business, the Member shall remain liable for any amounts owed to the Company notwithstanding any such arrangement in relation to commission.

3. MEMBERS RESPONSIBILITIES

- 3.1 These Addendum Terms shall apply as between the Company and the Member and are not transferable should there no longer be a valid agreement in place between the Member and the Service Provider for any reason.
- 3.2 On ceasing to be a Member, the Member shall return to the Company all passwords and access codes, following which it shall not unlawfully access any client or other information by means of any IT systems of the Company which it was previously permitted to access and use in accordance with the Terms of Business in its capacity as a Member.

4. DATA PROTECTION.

- 4.1 Each party to these Addendum Terms acknowledges the proprietary rights of the other party in any confidential information disclosed to it by such other party pursuant to these Addendum Terms and agrees to keep such confidential information strictly confidential both during the term and after the termination or expiry of these Addendum Terms.
- 4.2 Each party agrees not to use any confidential information disclosed to it by the other party for any purpose other than that of performing its respective obligations under these Addendum Terms and shall not disclose the same to any third party without the prior written consent of the disclosing party.
- 4.3 Each party further agrees only to disclose confidential information to those individuals who are required to have knowledge of the same for the purpose of performing the relevant party's obligations pursuant to these Addendum Terms.

5. VARIATION

The Company reserves the right to amend or vary the Addendum Terms from time to time, including to reflect any change in applicable law and regulation (including the FSA Rules), subject to at least one week's notice being given to the Member, except as otherwise required under applicable law and regulation. As provided in the Terms of Business, any such amendment or variation will not affect agreements in force before the effective date of such amendment or variation, unless a relevant statutory or regulatory body so dictates.

6. ENTIRE AGREEMENT AND ACCEPTANCE OF THESE ADDENDUM TERMS.

The Company advises that the entire Terms of Business and entire Terms of Business Addendum in place from time to time make up the entire agreement between the Member and the Company. These Addendum Terms do not require signature or acknowledgement by the Member but introduction of business to the Company by the Member following their receipt will indicate acceptance of the terms and conditions herein.

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