

# Vendor Terms of Engagement

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## **Anti-Bribery/Anti-Corruption/Foreign Corrupt Practices Act**

All persons acting for or on behalf of Prudential and its Ventures (including Third-Party Service Providers) are strictly prohibited from offering, paying, soliciting or accepting bribes, kickbacks or facilitation payments. All persons acting for or on behalf of Prudential and its Ventures (including Third-Party Service Providers) also must conduct Prudential's business in accordance with the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA") and anti-corruption laws of other countries and comply with other requirements communicated by Prudential.

- "Third-Party Service Providers" are defined as agents, representatives, independent contractors, distributors, consultants, lobbyists and other service providers (including those engaged by other Third-Party Service Providers) that have interactions with Government Officials on behalf of Prudential or its Ventures; and
- "Ventures" are defined as Prudential-controlled partnerships, joint ventures, venture partners and affiliates. Please consult with your Prudential contact to determine whether a relationship is "Prudential-controlled."

In furtherance of these Terms of Engagement, Prudential follows the below-listed basic principles and requires that Third-Party Service Providers do so as well:

- Neither Prudential, nor anyone acting on its behalf, pays bribes, kickbacks or facilitation payments to government officials, private company executives or to anyone, anywhere in the world, to obtain business or gain an improper advantage;
- Neither Prudential, nor anyone acting on its behalf, pays bribes, kickbacks or facilitation payments indirectly through agents, brokers, consultants or other third parties;
- Prudential, and anyone acting on its behalf, must avoid the appearance of paying bribes through other means such as meals, entertainment and gift giving that exceed Prudential business norms;
- Prudential, and anyone acting on its behalf, must maintain detailed and accurate books and records and internal controls and must not conceal bribes or other improper payments through "off book" arrangements, by falsifying books and records, or by failing to properly document an otherwise proper payment, gift or other benefit;
- Neither Prudential, nor anyone acting on its behalf, accepts bribes or kickbacks from anyone anywhere in the world; and
- Personal funds must not be used to accomplish what is prohibited above.

Generally, corruption is the misuse of public or private office for personal gain. A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage through improper influence. A kickback is a payment or other thing of value provided to an individual, such as a customer's representative, as a reward or inducement for steering business or awarding contracts.

The FCPA prohibits offering or providing anything of value (“Payments”), including gifts or payments to, and entertainment of, non-U.S. government officials (“Government Officials”) for the purpose of influencing any official action, or securing any improper advantage, in order to obtain or retain business. Payments can also include actions that may be viewed as indirectly benefiting Government Officials, such as offering jobs or internships or making contributions to favorite charities.

For purposes of these Terms of Engagement, Prudential defines a Government Official to include any employee, agent or representative of a non-U.S. government, and any non-U.S. political party, party official or candidate. A Government Official also includes royalty, legislators, representatives of non-U.S. state-owned business enterprises, and employees of public international organizations, regardless of rank or position. These Terms of Engagement also extend to Payments to individuals acting on behalf of a Government Official and Payments made to others with the intent of influencing a Government Official, including Payments made to a Government Official’s spouse, family members or staff.

If your engagement with Prudential involves activities regarding business or operations outside the United States, you are responsible for understanding and complying with these Terms of Engagement and any other applicable Prudential requirements that are communicated to you. You are required to escalate any concerns and report suspected or actual violations of these Terms of Engagement, the FCPA or any other anti-corruption laws to your Prudential contact; or in the alternative, you may contact Prudential's Global Business Ethics & Integrity area directly on 1-800-752-7024 (except in those countries where anonymous reporting is prohibited by law).