

# Vendor Terms of Engagement

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## Intellectual Property

Prudential owns the Intellectual Property developed by third parties under contract with Prudential, unless the contract specifically provides otherwise. This includes all Intellectual Property developed by you during the course of your engagement with Prudential and in performance of any services under contract for Prudential, including Intellectual Property that is:

- Created during time for which Prudential provided compensation, whether or not using Prudential facilities, property or equipment, resources, money, information or records; or
- Created while or in connection with carrying out your contractual obligations with Prudential or those of your employer.

Prudential Intellectual Property and third-party Intellectual Property licensed to Prudential may only be used by you for Prudential's business-related purposes.

It is critical that you maintain the confidentiality of all Prudential trade secrets and confidential Intellectual Property and not disclose any such information other than pursuant to an approved confidentiality agreement. Further, you are not authorized to make oral representations that Prudential will treat any third-party Intellectual Property as confidential or proprietary.

Prudential respects the Intellectual Property rights of others and expects you to do the same. Prior to use, you must determine that you are authorized and legally permitted to access, copy, use or distribute any third-party Intellectual Property or idea, whether solicited or not. You must raise any questions you have about the legality of a given use of Intellectual Property to Prudential.

You must safeguard Prudential's Intellectual Property and third-party Intellectual Property licensed to Prudential. Upon termination of your engagement, or upon request by Prudential, you must return and cease all use of such Intellectual Property.

If you receive solicited or unsolicited ideas, as defined below, you must inform Prudential prior to taking any action.

If you are involved in the creation or development of Prudential's Intellectual Property, as described below, you must maintain documentation of the development and any modifications of Intellectual Property developed for Prudential. Further, you must disclose new inventions to Prudential promptly after creation to ensure appropriate steps are taken by Prudential to protect and potentially commercialize such inventions.

You are required to assist Prudential in obtaining, maintaining and enforcing all rights with respect to the protection of Prudential's Intellectual Property. This assistance may include, but is not limited to, testifying in legal proceedings and signing required documents such as patent applications and assignments. These obligations will continue after termination of your engagement.

## **DEFINITIONS**

**Intellectual Property** includes, but is not limited to, business methods and processes, trade secrets, know-how, inventions, copyrights, trademarks, domain names, patents, software, advertising, marketing materials, and models and formulas, regardless of the method or media in which it is created, stored or accessed.

**Unsolicited Ideas** means any third-party Intellectual Property that is received by Prudential, its employees, consultants or vendors absent a specific request by Prudential for such Intellectual Property, including but not limited to, information submitted via direct mail or email involving new service ideas, processes, or marketing campaigns.

**Solicited Ideas** means any third-party Intellectual Property that is received by Prudential, its employees, consultants or vendors in response to Prudential's specific request. This includes, but is not limited to, information that becomes known to Prudential through vendor presentations, joint development agreements, mergers and acquisitions, and service pitches.