

# Servicing terms

For Prudential International's Belgian Business

## 1 Scope

- 1.1** The Intermediary has submitted an Application for Servicing Terms to the Company, to enable the Intermediary to continue to service Policies held by its clients.
- 1.2** These Servicing Terms, also referred to as the Agreement, set out the terms and conditions upon which Prudential International Assurance plc of Montague House, Adelaide Road, Dublin 2, Ireland (Company Number 209956) (the "Company") will permit an Intermediary to continue to service Policies when the Life Assured dies if it has not been Fully Cashed In before then.

## 2 Commencement

- 2.1** These Servicing Terms shall become effective upon the date the Company accepts the Intermediary's Application for Servicing Terms, such acceptance to be confirmed to the Intermediary in writing by the Company without undue delay thereafter.

## 3 Definitions and Interpretations

- 3.1** The following definitions set out in this clause apply to the capitalised terms in these Servicing Terms:

- 3.1.1 Agreement for Servicing Terms** means this document;
- 3.1.2 Application for Servicing Terms** means an application by an Intermediary to enter into Servicing Terms with the Company;

**3.1.3 Application for Top-Up** means an application to the Company for a Top-Up of one or more Policies;

**3.1.4 Authorised** means authorised by or registered with the competent regulator (or regulators) of insurance intermediaries in the Territory or, where the Intermediary conducts business from a territory outside the Territory, other equivalent regulatory authority in that territory to carry on business as an insurance intermediary and any other authorisation, registration or consent required to carry out the activities of the intermediary contemplated by this Agreement;

**3.1.5 Beneficial Owner** means the person(s) for whose benefit a Policyholder takes out a Policy;

**3.1.6 Claim** means a claim in respect of a Policy in the event of death, permitted withdrawal, permitted surrender or partial surrender;

**3.1.7 Compliant** means compliant with all applicable laws, rules, regulations, codes of practice, order of conduct and guidelines;

**3.1.8 Effective Date** means the date on which the Company accepts the Intermediary's Application for Servicing Terms;

**3.1.9 Financial Adviser Appointment Form** means the form to be completed by Policyholders appointing or reappointing the Intermediary as their servicing financial adviser with authority to continue to Service their Policy or Policies.

**3.1.10 Habitual Residence** means the permanent residence of an individual, typically characterised by the individual's tax residence and/or the location of the individual's permanent primary residence;

**3.1.11 Intermediary** means an insurance broker regulated by or registered with the Belgium Financial Services and markets Authority ("FSMA") or conducting business from a territory outside the Territory and registered with/authorised by an equivalent regulatory authority in that other territory to conduct insurance Intermediary business in the Territory;

**3.1.12 Insurance Acts and Regulations** means the Insurance Acts 1909 to 2000, regulations made under those Acts and regulations in relation to insurance business made under the European Communities Act 1972;

**3.1.13 Life Assurance** has the meaning set out in the European Communities (Life Assurance) Framework Regulations 1994;

**3.1.14 Negotiation/Transaction** means the completion and submission of an Application for Top-Up;

**3.1.15 OFAC Sanctions** means the list of sanctions as issued by the Office of Foreign Assets Control ("OFAC") of the US Department of the Treasury. OFAC administers and enforces economic and trade sanctions based on US foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States.

**3.1.16 Person** means any natural person, firm or body corporate;

**3.1.17 Policy** means a policy of Life Assurance issued by the Company on or before 31 July 2014 in respect of the Product;

**3.1.18 Policyholder** means any Person to whom the Company has issued a Policy and/or who holds legal ownership of a Policy from time to time;

**3.1.19 Product** means the International Prudence Bond offered for sale by the Company in the Territory up until 29 May 2014;

**3.1.20 Prohibited Business** means Servicing relating to Individuals, groups, entities or countries which are subject to financial sanctions as documented in publications from the various competent bodies and normally notified to the Intermediary Servicing Terms for Prudential International's Belgian Business and the Company by our respective regulators. These sanctions include:

- UN sanctions
- OFAC sanctions
- EU sanctions
- Sanctions imposed by any other recognised body;

**3.1.21 Prudential Group** means the group of companies of which Prudential plc is the ultimate holding company (as such term is defined in Section 155 of the Companies Act 1963) and where the context so admits, means any one of the foregoing;

**3.1.22 Renewal Commission Registration Form** means the form which certain Intermediaries are required to submit to the Company in order to continue to

receive renewal commission from the Company in the circumstances set out in clause 12.2 of this Agreement;

**3.1.23 Sanctioned countries/entities/individuals** means those countries/entities/individuals subject to financial sanctions as documented in publication from the various competent bodies and typically communicated through local regulatory bodies;

**3.1.24 Service or Servicing** means the carrying out by the Intermediary of activities for, and on behalf of Policyholders, in accordance with this Agreement where such activities include, but are not limited to:

- (i) assistance in the completion of Top-Up Application forms;
- (ii) advice in relation to the suitability of a Top-Up to a Policy for a Policyholder;
- (iii) provision of advice and information in relation to a Policy to a Policyholder;
- (iv) assistance in the processing of a Claim; and
- (v) any activity which could be construed as assisting in the administration or performance of a Policy.

**3.1.25 Solicitation** means any discussions taking place relating to an Application for Top-Up for a Product;

**3.1.26 Territory** means Belgium; and

**3.1.27 Top-Up** means an additional investment by a Policyholder into a Policy. Terms derived from the foregoing shall be construed accordingly unless the context requires otherwise.

**3.2** References to legislation or regulation are to Irish legislation or regulation unless otherwise indicated;

**3.3** Words and expressions used and not otherwise defined herein shall have the same meaning as are ascribed thereto by the Insurance Acts and Regulations;

**3.4** References to legislation are to that legislation as amended, extended or re-enacted from time to time;

**3.5** Words importing the masculine include the feminine and neuter genders and vice versa;

**3.6** References to clauses are to clauses of this Agreement; and

**3.7** Headings are for convenience only and do not affect the interpretation or construction of this Agreement.

## 4 Appointment

**4.1** With effect from the Effective Date and subject to the following terms and conditions, the Company hereby directly appoints the Intermediary to Service its clients'

Policies and to submit Applications for Top-Ups to the Company in respect of the Product.

**4.2** In respect of each Policyholder, the appointment referred to in clause 4.1 above shall not take effect until the Company has received a signed Financial Adviser Appointment Form from that Policyholder.

**4.3** The Intermediary shall ensure that neither submitting Applications for Top-Ups to the Company nor any other acts or omissions of the Intermediary shall:

**4.3.1** cause the Company or the Intermediary to be in breach of any applicable law, rule, regulation, code of practice, code of conduct or guidelines; or

**4.3.2** give rise to a requirement that the Company be authorised, approved or registered, or notify its activities, in the Territory or elsewhere, or give rise to any reporting or other compliance obligations for the Company other than those to which the Company is already subject as an Irish authorised insurer, and for the avoidance of doubt, it shall be the sole responsibility of the Intermediary to obtain all appropriate advice in a timely fashion and to otherwise ensure that its acts or omissions, the Servicing of Policies or any other activity carried out by the Intermediary in respect of the Company's business,

does not give rise to a breach of this clause 4.3 and the Intermediary shall provide such assurances and evidence of appropriate local advice as the Company may reasonably require.

**4.4** The Company reserves the right, at its sole discretion, to refuse Applications for Top-Ups submitted by or through the Intermediary.

**4.5** The Company is not authorised to carry on business in certain jurisdictions and, as such, the Intermediary shall not solicit and the Company shall not accept Applications for Top-Ups from residents of certain countries, nor shall the Company allow assignments or novations of Policies to individuals resident in such jurisdictions. A list of such jurisdictions is available on request and may be amended by the Company from time to time.

**4.6** The Intermediary shall ensure that it shall not under any circumstances solicit Applications for Top-Ups in any of the jurisdictions or to any Person resident in any of the jurisdictions coming within the definition of Prohibited Business, nor shall it solicit Applications for Top-Ups from Persons subject to any such sanctions.

**4.7** The Intermediary shall not make any untrue, inaccurate or misleading statements in relation to the Company or the Policies.

**4.8** Subject to clause 15, the Intermediary shall not vary or amend, on the Company's behalf or otherwise, any terms of any Policy.

**4.9** For the avoidance of doubt, the submission of an Application for Top-Up in accordance with this Agreement does not constitute the Intermediary a partner, employee or agent of the Company and the Intermediary shall be and remains at all times the agent of the Policyholder in respect of the Policies.

**4.10** The Intermediary agrees to indemnify and keep indemnified the Company from and against any claims, liabilities, proceedings, costs, damages, losses or expenses (including legal costs) suffered or incurred by the Company as a result of the breach by the Intermediary of any of the obligations provided for in this clause 4. This indemnity clause will continue to apply following the termination of this Agreement in respect of any acts or omissions which have occurred during the currency of this Agreement.

## 5 Term

**5.1** This Agreement shall take effect on the Effective Date and shall continue until terminated in accordance with clause 28.

## 6 Warranties

The Intermediary warrants to Company that:

**6.1** the Intermediary has full power, authority and capacity to enter into and form this Agreement and, upon becoming effective, the Agreement will constitute legally valid and binding obligations on the Intermediary; and

**6.2** all information provided to the Company, prior and subsequent to this Agreement becoming effective, by or on behalf of the Intermediary, is true, complete and accurate.

## 7 Territorial Limitations

The Intermediary confirms that it will only solicit Applications for Top-Ups from residents of the Territory unless the Company has consented otherwise in writing. Without prejudice to the foregoing the Intermediary confirms that it shall carry out such research and take such advice as is necessary to ensure that it complies with this clause. appropriate, words in the singular include the plural and words in the masculine gender includes the feminine or neuter gender and vice versa.

## 8 Undertaking and Liability of the Intermediary

**8.1** The Intermediary undertakes to act in full compliance with all laws, rules, legal and regulatory requirements, codes of conduct, codes of practice and guidelines, applicable to the Servicing of Policies in the Territory.

**8.2** The Intermediary undertakes to notify the Company immediately upon becoming aware of any breach or alleged breach by it of any applicable laws, rules, regulations, codes of conduct, codes of practice or guidelines, or of a complaint in respect of the Servicing of Policies in the Territory or elsewhere as provided for in this Agreement, or of the threatened or actual revocation of any applicable regulatory, registrations, authorisations, licences, consents or approvals held by the Intermediary.

**8.3** The Intermediary shall be liable and shall indemnify and keep indemnified the Company from and against all claims, liabilities, proceedings, costs, damages, losses or expenses (including legal costs) incurred by the Company or any third party which are caused by or in any way connected with a breach of this Agreement or any act or omission or instance of fraud or negligence by the Intermediary. This indemnity clause will continue to apply following the termination of this Agreement in respect of any acts or omissions which have occurred during the currency of this Agreement.

## 9 Intermediary's Notification Obligations

**9.1** The Intermediary will promptly notify the Company:-

**9.1.1** of any material changes in its legal constitution;

**9.1.2** if it, its principal or any of its directors or partners has been charged with or convicted of any criminal offence (excluding minor road traffic offences) or is accused of any offence involving fraud or other dishonesty;

**9.1.3** if it, its principal or any of its directors or partners (as appropriate) enters into a arrangement with creditors or commences or has bankruptcy or liquidation proceedings instituted against it or enters into liquidation or has an examiner appointed to it or

has a receiver appointed over its assets or (in the case of a partnership) is dissolved, or any steps are taken which may lead to any of the foregoing;

**9.1.4** if the Intermediary ceases to be Authorised and/or Compliant;

**9.1.5** of any event or occurrence giving the Company a right to terminate this Agreement;

**9.1.6** of any changes to Policyholder details as soon as reasonably practicable after it has become aware of such changes;

**9.1.7** of any change in its business address;

**9.1.8** of any change in its ownership, control, management, board of directors or capital structure;

**9.1.9** of the lapse, expiry, cancellation or withdrawal for any reason of the Intermediary's professional indemnity insurance or the existence of circumstances likely to lead to this;

**9.1.10** of any breach by the Intermediary of any provision of any applicable laws, rules, regulations, codes of conduct or practice or guidelines, or any provision of this Agreement; and

**9.1.11** of any matter arising during the term of this appointment which would or might influence a prudent insurance company in considering the continuance in force of this appointment.

## 10 Reputation and Intellectual Property

For the purpose of this clause 10, "Company" shall include any company in the Prudential Group.

**10.1** The Intermediary will ensure that it does not adversely affect the name or reputation of the Company. The Intermediary will not infringe the intellectual property rights of the Company (including the Company's trademarks). The Intermediary will not use or register any domain names nor use or register for protection any logos, trademarks, business, trade or brand names of the Company or any of the foregoing associated particularly with the Company (Marks) or which are confusingly similar to any Marks without the written approval and authorisation of the Company and, in accordance with the terms of such approval and authorisation.

**10.2** The Intermediary shall not use the Company's name or Marks or otherwise hold itself out as associated with the Company other than as approved and authorised in writing by the Company and in accordance with the terms of such approval and authorisation.

**10.3** Upon termination of this Agreement, the Intermediary will remove all links and references on its website to the Company's website, will cease using and will remove all of the Company's branding, advertising and marketing materials from its website.

## 11 Range of Available Products

The Company shall be entitled from time to time to amend the range of insurance products covered by this Agreement in particular by adding insurance products to or removing insurance products from the list notified by the Company to the Intermediary from time to time and any such change including any addition or removal of insurance products shall be notified to the Intermediary in writing.

## 12 Commission

**12.1** No commission will be payable by the Company to the Intermediary in respect of any Top-Up to any Policy.

**12.2** If the Intermediary previously elected to receive renewal commission in lieu of initial commission, the Company will continue to pay such renewal commission directly to the Intermediary in respect of the Policy or Policies concerned provided that the Company has received a duly completed Renewal Commission Registration Form from the Intermediary.

**12.3** Any commission paid by the Company in circumstances where commission should not have actually been paid for any reason shall be returned to the Company by the Intermediary. If the

Intermediary becomes aware that it has received a commission payment which it is not entitled to under this Agreement it must notify the Company in writing immediately.

- 12.4** In circumstances where the Company holds monies owing to the Intermediary it shall be entitled to set off those monies against monies due by the Intermediary to the Company.

### 13 Applications for Top-Ups

Unless otherwise agreed by the Company in writing, all Applications for Top-Ups must be on the Company's Application for Top-Up form which must be duly completed and signed by each Policyholder. The Intermediary shall forward all Applications for Top-Ups to the Company as soon as practicable after the Intermediary receives the completed Application for Top-Up form.

### 14 Restrictions on Intermediary

Without prejudice to clauses 4.1 and 4.2 the Intermediary shall not:

- 14.1** purport to bind the Company by any written or verbal statement or purport to issue endorsements on any Policies or issue cover for any risks on the Company's behalf other than as expressly authorised in writing so to do by the Company, and only to the extent expressly set out in such authority and in strict accordance with the terms of any underwriting or other appropriate criteria and guidelines issued by the Company to the Intermediary from time to time;
- 14.2** cause the Company to incur any liability in relation to the suitability or otherwise of the Policy for the Policyholder, in particular, to meet the Policyholder's needs or to achieve any particular objective of the Policyholder, including, for the avoidance of doubt, whether the upon death thereof, will have any particular effect for tax purposes. For the avoidance of doubt, it is the responsibility of the Intermediary to advise the Policyholder in relation to all aspects of the Policy, including its suitability, tax effectiveness and otherwise;
- 14.3** endorse cheques, money orders, drafts, postal orders or other negotiable instruments made payable to the Company. These must be forwarded immediately to the Company;
- 14.4** make any representations or give any assurances or warranties on behalf of the Company; or
- 14.5** introduce, or purport to introduce, new business in the form of applications for new policies to the Company. Intermediary confirms that it will only solicit Applications for Top-Ups from residents of the Territory unless the Company has consented otherwise in writing. Without prejudice to the foregoing the Intermediary confirms that it shall carry out such research and take such advice as is necessary to ensure that it complies with this clause. appropriate, words in the singular include the plural and words in the masculine gender includes the feminine or neuter gender and vice versa.

### 15 Policy Documentation

15.1 All documentation (including without limitation, Policy terms and conditions, Application for Top-Up forms, receipts, and marketing and promotional literature) in connection with soliciting or submitting Applications for Top-Ups shall be in a form and format provided by or approved in writing by the Company and the Intermediary shall not use any other documentation in connection with the Policies unless it has been so provided or approved in writing by the Company, nor shall the Intermediary amend, add to or alter any such documentation without the prior written approval of the Company.

- 15.2** The Intermediary shall immediately pass on all documentation that the Company supplies for the Policyholder or which any Policyholder provides to the Intermediary in respect of a Policy issued by the Company without amending, adding to or altering it in any way. The Company reserves the right to communicate directly with the Policyholder.
- 15.3** If the Intermediary becomes aware that any information provided by either the Intermediary or Policyholder to the Company was or has become untrue or misleading, the Intermediary shall immediately inform the Company giving full written details.
- 15.4** All documentation relating to Policyholders in respect of whom premiums are unpaid, or Top-Ups cancelled must be returned to the Company immediately. In the event of such documentation not being returned or the Company not being advised of cancellation as aforesaid, the Intermediary shall be liable to account to the Company for the amount of the relevant premium.

## 16 Records

**16.1** The Intermediary shall at all times keep proper books of account to show inter alia, the amount and date of receipt and lodgement of all premium and client monies, the identity of the payer, a brief description of the relevant transaction, all proper client records as required by any applicable law, rule, regulation, code of practice or conduct or guidelines and such other information as the Company may specify from time to time, such books of account to be held at the Intermediary's normal place of business.

**16.2** If the Company requires access to books and records relating to the Servicing of Policies, the Intermediary shall permit the Company, upon terms agreeable between the parties, to have access to all such books and records during normal business hours on giving reasonable notice and may inspect and take copies of or extracts from such books and records. The Intermediary shall, at the expense of the Company, provide copies of or extracts from such books and records to the Company.

## 17 Claims

**17.1** The Intermediary shall advise the Company immediately on receipt of notice of any Claim or possible Claim by any Policyholder under a Policy.

**17.2** Without prejudice to clause 17.1, the Intermediary shall be obliged to co-operate with and offer its reasonable assistance to the Company in the processing of any such Claim.

**17.3** For the avoidance of doubt, the Intermediary is not authorised to admit any Claim or to give the Policyholder any instruction whatsoever or to arrange any settlement in connection with any Claim under any Policy issued by the Company unless expressly authorised in writing to do so by the Company and then only to the extent and on the terms so authorised.

## 18 Collection of Premium

No Top-Up shall be effective until the Company has received full payment of the appropriate premium at its administration centre in Ireland.

## 19 Data Protection

**19.1** To the extent that the Company and the Intermediary are subject to Directive 95/46/EU, any Irish or other implementing legislation and any other applicable law, rule, regulation, code of practice or conduct or guidelines in relation to data protection (Data Protection Laws), each undertakes to the other that it shall comply with such Data Protection Laws (including implementing and maintaining appropriate technical and organisational security measures against unauthorised or unlawful processing of data and against loss or destruction of or damage to data).

**19.2** To the extent that the Intermediary processes personal data on behalf of the Company relating directly or indirectly to any Policyholder, it shall do so only as instructed and authorised by the Company and for no other purpose and, in particular,

not transfer (electronically or otherwise) any data received from or on behalf of the Company outside the European Economic Area, including any transfer via electronic media, without the advance written consent of the Company.

**19.3** In respect of the personal data concerning a Policyholder, the Intermediary warrants and represents that it has received the appropriate consents to allow it to transfer such personal data to the Company and to the Company using this information to provide services and to communicate with the Policyholder.

## 20 Anti-Money Laundering

**20.1** Before submitting any Application for Top-Up to the Company, the Intermediary agrees to obtain and record evidence of the identity of the Policyholder under procedures which it will maintain in accordance with Directive 2005/60/EC and the Criminal Justice Acts 2010 and 2013 (as applicable) and any additional or substitute legal requirements and any other guidance or requirements of any competent authorities and, generally, in accordance with best practice in the insurance industry and the guidelines or recommendations of any appropriate bodies and in accordance with the laws, rules, regulations guidelines, best practice and requirement of any relevant regulators in all other relevant jurisdictions.

**20.2** When submitting an Application for Top-Up on behalf of a Policyholder, the Intermediary will provide copies of documents, certified as true and



complete copies of originals, used to verify the identity and/or address of the Policyholder in accordance with the Company's requirements as specified by the Company from time to time.

## 21 Variations to this Agreement

The Company reserves the right to amend or vary any or all of the provisions of this Agreement at any time and shall notify same in writing to the Intermediary. Subject to the Intermediary's right to terminate as set out at clause 28 below, all such changes shall become effective from the date of service of the said notice on the Intermediary.

## 22 No Assignment

Unless the Company has given its written consent, the Intermediary shall not assign, transfer or delegate, or attempt to assign, transfer or delegate, any of its rights or obligations arising by virtue of its appointment under this Agreement to any third parties; or appoint or attempt to appoint any sub-intermediary in respect of any of its rights or obligations by virtue of its appointment under this Agreement.

## 23 Indemnity

The Intermediary shall indemnify and keep indemnified the Company from and against all costs, claims, liabilities, damages and expenses suffered or incurred by reason of the Intermediary not being Authorised and/or Compliant (including, without limitation, any breach by the Intermediary of any provision of this Agreement or any applicable law, rule, regulation, code of practice or conduct or guideline) and from and against any liability for the Company resulting from any act or omission of the Intermediary

## 24 Policyholder Instruction

Where, during the term of this Agreement, a Policyholder instructs the Company that he/she desires some other Person to be regarded as Intermediary for the purposes of Servicing any Policy issued to the Policyholder by the Company, or that he/she wishes to deal directly with the Company in respect of their Policy or Policies, the Company may, from receipt of such instruction, cease to regard the Intermediary as representing and/or Servicing the Policyholder and may cease to take instructions from or otherwise deal with the Intermediary in relation to that Policy. In such cases, the Company shall endeavour (but has no obligation) to inform the Intermediary that it has received such an instruction.

## 25 Non-Exclusivity

The Intermediary's appointment is non-exclusive and the Company shall be entitled to appoint any other Person as an Intermediary or in any other capacity and to accept Top-Ups directly from Policyholders itself.

## 26 Direct Communication and Other Acts

The Company may at its absolute discretion during the term of this Agreement:

- 26.1** communicate directly with any Policyholder where it deems it appropriate or expedient to do so;
- 26.2** withhold dispatch of insurance documentation where it considers it proper to do so;
- 26.3** take any further measures that the Company in its absolute discretion considers appropriate for the protection of the interests of the Policyholders and/or of its business.

## 27 Confidentiality

**27.1** Subject to clause 27.2, each party undertakes with regard to the other parties to keep and treat as confidential the terms of this Agreement and all other documentation and information provided pursuant to this Agreement including without limitation in relation to any aspect of the business of the other party which might reasonably be regarded as confidential, even if the documents or information are not expressly declared or marked as confidential and secret. This commitment shall apply to the personnel of each party, as well as to any third parties appointed for the purpose of the implementation of the Agreement. The provisions of this clause shall continue in force without limit of time.

**27.2** The information described in clause 27.1 as being confidential may be disclosed by the Company or the Intermediary to:

**27.2.1** any Governmental or other authority or regulatory body where so required by law or regulation; or

**27.2.2** any competent stock exchange to such extent only as is necessary for the purpose lawfully required by that body and subject in each case to the disclosing party using its best endeavours to ensure that the disclosee in question keeps the confidential information confidential and does not use it except for the purposes for which the disclosure is made.

## 28 Termination

- 28.1** Either of the Company or the Intermediary may terminate the Intermediary's appointment under this Agreement by giving not less than 30 days notice in writing to the other party.
- 28.2** Without prejudice to clause 28.1, the Company may terminate this Agreement forthwith on giving notice:
- 28.2.1** if there is any serious misconduct on the part of the Intermediary whether amounting to fraud or otherwise, which in the Company's reasonable opinion is conduct inconsistent with the duties of the Intermediary under this Agreement and the Company shall not be required to give any reason therefore;
- 28.2.2** the Intermediary (in the case of a natural person) dies;
- 28.2.3** the Intermediary is unable to pay its debts or is dissolved or becomes bankrupt or an application is presented for its liquidation or the appointment of a receiver or examiner to it, or a meeting is called by any member(s) or creditor(s) to consider the appointment of a liquidator or the Intermediary enters into a composition or arrangement with its creditors;
- 28.2.4** there is change in the ownership, management or control of the Intermediary and the Company has not consented expressly to that change within 15 days of its taking effect, or any guarantee or indemnity issued in or under this Agreement expires or becomes unenforceable;
- 28.2.5** the Intermediary ceases to be Compliant;
- 28.2.6** the Intermediary ceases to be Authorised or is notified of the intention to revoke its authorisation, or proceedings for revocation of such authorisation are initiated;
- 28.2.7** without prejudice to clauses 28.2.3 and 28.2.4, the Intermediary is in breach of this Agreement which breach has been brought to the attention of the Intermediary in writing by the Company and has not been remedied within fourteen days of the date of the said notice; or
- 28.2.8** if any answer, confirmation or other information provided by the Intermediary in the Application for Servicing Terms is untrue.
- 28.3** The termination of this Agreement shall be without prejudice to the rights or remedies of either party accrued prior to such termination and shall not affect or relieve the Intermediary or the Company from any prior obligations imposed upon either of them by the terms of this Agreement.
- 28.4** On termination of this Agreement, the Intermediary shall cease immediately to be permitted to submit Applications for Top-Ups to the Company or, to the extent that it may have been permitted to do so by the Company, to act for or bind the Company in any manner or to hold itself out as holding any appointment from the Company or as capable of acting for or binding the Company, and shall immediately return or, if so requested by the Company, destroy, any documentation or other materials of whatsoever nature relating to the Company, its products or insurance cover issued by the Company in its possession or under its control and shall pay to the Company all monies properly due to the Company from the Intermediary and the Intermediary shall not have any claim against the Company for compensation in respect of such termination.
- 28.5** On termination of this Agreement the Company shall have the right to:
- 28.5.1** notify all Policyholders of the termination of the appointment contained in clause 4 in such manner as it sees fit and to thereafter deal directly and exclusively with such Policyholders, and to require that they only make payment to the Company in respect of any Policies issued or Top-Ups to be issued by the Company to that Policyholder; and

**28.5.2** publish such notices and make such announcements to all such parties, in such manner and at such times as it sees fit or as may be prescribed by law.

**28.6** Notwithstanding the expiry or termination of this Agreement for any reason, the provisions of clauses 8, 10, 14, 16, 23, 27, 28, 29 and 30 shall continue in full force and effect in accordance with their respective terms.

## **29 Notices**

**29.1** Any notice or other communication required to be served hereunder shall be in writing and shall be properly served when delivered by hand or sent by pre-paid ordinary post to the registered office address for the Intermediary or the Company (as appropriate) or such other address notified in writing for this purpose from time to time by either party to the other and the same shall be deemed to be served upon delivery if delivered by hand or forty eight hours from the time of posting.

**29.2** The Company may notify the Intermediary of any matter requiring notice under this Agreement by including the relevant matter in any leaflet, newsletter, letter or CD Rom served on the intermediary in the manner set out at clause 29.1.

## **30 Miscellaneous**

**30.1** This Agreement and the documents referred to in them constitute the whole agreement between the parties in relation to the subject matter of this Agreement and supersede all prior arrangements, representations, understandings and agreements between the parties in relation thereto.

**30.2** All terms of this Agreement are distinct and severable. If any term is held or declared to be illegal, void or unenforceable in whole or in part by any Court, regulatory authority or other competent authority, it will to that extent be deemed not to form part of this Agreement and the enforceability, validity and legality of the remainder of this Agreement will not be affected. However, if the result of this is that the rights or obligations of a party are materially altered to the detriment of that party, that party may terminate this Agreement on giving 10 days notice from the date of the relevant decision of the Court, regulatory authority or other competent authority.

**30.3** Failure by the Company to enforce any of its rights under this Agreement will not constitute a waiver of that right or of the right of the Company subsequently to enforce all of the provisions of this Agreement.

## **31 Controlling Language**

This Agreement is in three languages, English, French and Dutch. In the event of any conflict between the terms of each version, the English version will prevail and will therefore be the binding version for the parties.

## **32 Governing Law and Jurisdiction**

This Agreement is governed by and shall be construed in accordance with the laws of Ireland and the parties submit to the exclusive jurisdiction of the Courts of Ireland.



[www.prudential-international.com](http://www.prudential-international.com)

The registered office of Prudential International is in Ireland at Montague House, Adelaide Road, Dublin 2. Prudential International is a marketing name of Prudential International Assurance plc, a life assurance company operating from Ireland. Registration No. 209956. Telephone number + 353 1 476 5000. Prudential International Assurance plc is authorised by the Central Bank of Ireland.