

Statement of Work # 2 to Engagement Schedule # 61
Transition – Annuities Beneficiary Services

This Statement of Work (this “SOW”), effective as of April 01, 2021, is issued pursuant to Engagement Schedule Number 61 dated February 24, 2021 (the “Engagement Schedule”), entered into by and between The Prudential Insurance Company of America (“Prudential”) and ExlService Holdings, Inc. (“Vendor”), pursuant to the Amended and Restated General Services Agreement, dated as of May 8, 2014 (the “Agreement”), and is subject to the terms set forth in the Agreement, the Engagement Schedule and this SOW. Capitalized terms used and not defined herein shall have the meanings ascribed to such in the Agreement and in the Engagement Schedule.

Subject to the terms of this SOW, the Engagement Schedule, and the Agreement, Vendor agrees to perform the following Services for and on behalf of Prudential:

1. In consideration of the Services, Prudential shall pay Vendor in accordance with the terms and conditions identified herein and in the Agreement.
2. The Services will be provided from the following Designated Vendor Service Locations (or from remote locations if approved by Prudential in writing) and by the following subsidiaries and Affiliates of Vendor:

India Sites:

- a. The Services will be delivered from the following location or from the locations approved by Prudential under the Extension Amendment To The Remote Work Amendment, dated May 14, 2020
 - a. exlService.com India Private Limited,
A-94/5 & A-94/6, Sector 58, Noida – 201301, U.P., India
 - b. exlService.com India Private Limited,
Cybercity, Magarpatta City, Hadapsar, Pune – 411028, Maharashtra, India

Additional Vendor Affiliates and Service Locations are subject to Prudential's prior written approval.

3. For purposes of this SOW, Authorized Representative(s) are listed below and as updated from time to time by each party:

Prudential:

Name	Position/ Role	Contact Information
Alan Dumont	Director & Retirement Relationship Manager, U.S. Global Delivery Office	280 Trumbull Street, Hartford, CT 06103

Vendor:

Name	Position/ Role	Contact Information
Sarika Gupta	VP Level 2 Account Management	320 Park Avenue, 29th Floor, New York, NY 10022

4. The Term of this SOW commences on April 01, 2021 (the “Commencement Date”), and shall continue until terminated either in accordance with the Agreement or as otherwise set forth herein. Notwithstanding anything to the contrary set forth in the Agreement or the Engagement Schedule, Prudential may terminate this SOW as per the terms set forth in the Agreement

NOW, THEREFORE, intending to be legally bound as of the Commencement Date, the parties agree to the terms and conditions herein and set forth in the Exhibits attached hereto, this SOW is executed as follows:

Susan Unvarsky
By Prudential _____ on behalf
of Prudential _____

By EXL _____ on behalf
of _____

Name: Susan Unvarsky
DocuSigned by:
Signature: Susan Unvarsky
0D50A9E004F840F...
Date: 6/1/2021

Name: Anand Logani
DocuSigned by:
Signature: Anand Logani
A5D53CF3C7E3499...
Date: 5/21/2021

A. SOW Overview

A.1 General Program Overview:-

Vendor is providing Services to support the Annuities function as follows.

Prudential Line of Business	Process	Location	Vendor FTE	Skillset
Annuities Bene Services	Followup Letters	India	1	Level 3 BO
	Lump Sum Payments	India	4	Level 3 BO
	APO Payments	India	3	Level 3 BO
	RSA Validation	India	2	Level 3 BO
Total			10	

A.2 Operating Hours

Days of the Week	Start Time EST	End Time EST
Monday to Friday	8:00 AM EST	6:00 PM EST

During Training, Nesting Period and Ramp Period, Vendor personnel to operate within operating hour window noted above, excluding mutually agreed upon holidays per the Engagement Schedule and will be adjusted for Day Light Savings Time.

During Steady State phase, both Prudential and Vendor to mutually discuss and agree on operating hours for Vendor personnel.

Each Vendor personnel will work an eight (8) hour shift within the Business Hours window noted above, excluding mutually agreed upon Holidays per the Engagement Schedule and will be adjusted for Daylight Saving Time.

Deficiency in Productive Hours - Vendor will report to Prudential in writing on a weekly basis when there has been a deficiency in hours worked per week per Vendor Employee.

Advance notice for Saturday work will be provided by Prudential, with prior notice of two (2) Business Days in case a significant number of Vendor personnel are required to work on a Saturday and Vendor will be paid for such Services at the overtime rates set forth in Exhibit XI of the Agreement. In no event shall overtime be performed without Prudential's prior consent.

Overtime hours: - Hours will be considered overtime beyond the scheduled 40 billable hours per person per week for this SOW.

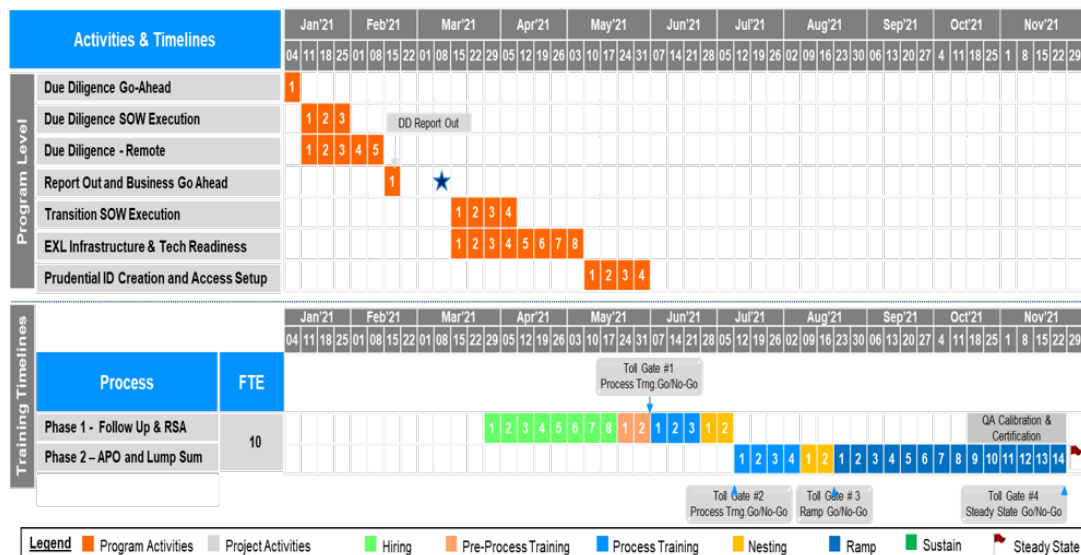
A.3 Holidays

Pursuant of Section 1.10 of the Agreement, Vendor hereby identifies the following eight (8) days as Holidays pursuant to this SOW:

Holiday Name	Holiday Type
New Year Day	US Holiday
President's Day	US Holiday
Memorial Day	US Holiday
US Independence Day	US Holiday
Labor Day	US Holiday
Holi	Indian Holiday
Diwali	Indian Holiday
Thanksgiving Day	US Holiday
Christmas	US Holiday

A Holiday schedule with actual dates of U.S. Holidays will be sent to Vendor prior to the start of each calendar year. Actual dates of Indian Holidays of Holi and Diwali must be defined by Vendor prior to December 31st of the preceding year. Prudential may deny a Holiday request due to business needs and may require Vendor to work. Non-working Holidays will not be billable to Prudential. Also, work on a Saturday may occasionally be requested by Prudential and Vendor agrees to provide a partial staff (number of FTEs to be approved by Prudential) during the scheduled Holidays of Holi and Diwali.

B. Key Milestones



Assumptions:

- Project timelines may change based on the business decision/Technology implementation
- For 12 FTEs, EXL to hire a headcount of 17 resources – HC would be to cater to absenteeism, attrition, training back outs/ failures etc.
- Prudential technology team will take up to 4 weeks to create IDs and grant accesses EXL to share names of all hired / seeded resource for system access post completion of hiring / seeding whichever applicable
- Prudential to support the process training / Nesting and ramp. In addition to the Trainer, SMEs and QAs, Prudential to identify the backups for support
- Phase 1 – Training for 4 hours per day, followed by recap by EXL trainer. Phase 2 – Training for 3-3.5 hrs, followed by processing Followup/ RSA cases and recap session by EXL trainer
- Prudential to upskill and certify EXL Quality Auditors for audits. The upskilling and certification process will start 3 weeks prior to the Steady State date
- 14 weeks of ramp target proposed to meet the transition timelines of Prudential
 - Prudential to audit transactions processed by EXL resources for in-scope processes
 - Checkpoint Tollgate to review the performance of the batch on a weekly basis

Name of the Process	Process Training Start Date	Ramp Start Date	Steady State Start Date
Follow up Letters and RSA Validation	7-Jun-21	23-Aug-21	29-Nov-21
APO and Lump Sum Payments	12-Jul-21	23-Aug-21	29-Nov-21

Any deviation from above timelines to be discussed and agreed between Prudential and Vendor.

C. Services

C.1. In-Scope Services

The table below describes the transactions / activities which are in scope for Vendor:

Process	In Scope	Out of Scope
Follow Up Letters	Death Notices received through undeliverable mail/returned check process, DOI reporting, or via natural reporting (calls, emails, mails or faxes Prudential with a death notification)	Death notices received via RSA Outbound Calls
Lump Sum Payments	Process Payments Move funds to Money Market	Most frequent out of scope cases - Death Status Pending, Divorce, Beneficiary changes within 6 months of the date of death Rare out of scope cases - Simultaneous Death Manner, Homicide, Multiple elections on the claim form, GSTT, Funeral home assignments, Collateral assignments, Disclaimers, Dissolved businesses, OFAC countries, Foreign beneficiaries,, Beneficiary is the FP of record and not an immediate family member, Any indication of adverse claims, Any NIGO reason that can be taken over the phone instead of sending a turndown letter, Certain policy restrictions (legal, fraud, etc. found either in pop up notes or the admin system), Predetermined payout restriction of something other than lump sum Plus 40 benefits
APO Payments	Payments to APO	Outbound Calls
RSA Validation	All activities processed by the RSA Validation Team	RSA Oversight team activities

Any additions or reductions to this scope must be mutually agreed in writing.

- Outreach requirement (Voice) for any process out of scope for EXL – Future state decision to be taken on the movement
- Scenarios listed above for Lump Sum payments out of scope for EXL considering the complexity and additional review required
 - EXL to still review and research each case in the queue to derive at the decision and eventually pend it for onshore processing – To be considered as production count for EXL
 - Number of out of scope cases to be very minimal as per our discussion during the deep dive sessions

Process Adherence

Prudential will provide Vendor with Administration Guidelines that are applicable to perform the required work effort. All Administration Guidelines are subject to change and Prudential will provide any changes/updates to Vendor in writing within a reasonable number of days prior to the effective date of such change(s). Vendor will review and handle all transactions in accordance with the Administration Guidelines at that time.

Monitoring and Processing Work Queues

Vendor shall monitor the work queues for any in-scope service cases, identifying work types, and provide information to Prudential regarding Prudential's effecting the processing of cases or redirecting as specified in accordance with the applicable SOPs/Administration Guidelines.

Appropriate Redirection of Work

Vendor will redirect items in the work queues in accordance with the SOPs/Administration Guidelines.

Communication Process

Vendor, working with Prudential, shall maintain an inter-company communication process to ensure timely communications between Prudential and Vendor.

Adherence and Performance of Quality Control program

Prudential will develop or approve, and Vendor will comply with, the quality control and review processes applicable to performance of the Services. Prudential and Vendor, through the business or in partnership with Enabling Solutions, will conduct quality audits and collect and report on Quality Metrics of Vendor associates to ensure they are in compliance with agreed KPIs and Prudential standards. If in the course of this review, Prudential identifies an error Prudential will notify Vendor of said error. If Vendor contests a Prudential-reported error, the Vendor manager must send an email to the responsible Prudential contact, Prudential will determine the final failure results in Vendor's failure to meet one or more Critical KPIs, further subject to any Service Credits identified herein or in the Engagement Schedule.

C.2 Forecast and Anticipated Case Volumes

Vendor shall deploy staff as listed within Section A.1 of this contract and will periodically validate incoming volumes. Vendor will consider historical volumes for estimating a rolling 3 month forecast of case volumes every quarter. Each quarter's forecasted volume is a best business estimate and defined as the "Target Volume". Vendor will use Target Volume to perform staff planning based on the average daily volume. The average daily volume will be calculated by dividing that month's Target Volume by the number of working days in the month.

"Baseline Volume" is defined as the volume information provided to Vendor by Prudential that was used to calculate the initial approved billable production FTEs. In the event that Target Volume requires an increase in Vendor capacity from the Baseline Volume, the parties will work in good faith to determine the need for temporary use of roster, use of Prudential resources, paid extra time, overtime, KPIs forgiveness, a new billable FTE requirement or a combination of these.

In case a forecasted increase in Target Volume is greater than 110% of Baseline Volume, and is expected to last more than 6 weeks, or total forecasted volume surpasses the capacity provided by the latest Prudential-approved billable FTEs by more than 110%, Vendor will staff according to the Baseline Volume and propose the minimum number of additional billable FTES necessary to address such volume.

The parties acknowledge that Vendor will have a minimum of three (3) months from receipt of written approval of additional billable FTEs from Prudential to implement the standard plan to recruit, train and have new hires attaining productivity and quality to meet all Steady State KPIs. If Vendor and Prudential cannot reach agreement at least three (3) months prior to the actual month during which such Target Volume becomes effective, then Vendor shall not be held responsible for any failure to achieve KPIs associated with the affected Services. If Vendor and Prudential reach agreement on a new level of billable FTEs at least three (3) months prior to the actual month during which such Target Volume becomes effective, then this volume shall become the new Baseline Volume and Vendor shall be held responsible for staffing up, training and achieving the KPIs associated with the affected Services.

All forecasted and anticipated case volumes shall be considered Confidential Information. Vendor will limit access to this Confidential Information to specified designated, senior individuals of the Vendor's management team identified to Prudential who have a specific need for this Confidential Information and who have completed and returned to Prudential, Prudential's Vendor Employee Confidentiality Agreement Limit discussions relating to this Confidential Information to such designated individuals.

Without limiting any rights of termination set forth in the Engagement Schedule or in the Agreement, Prudential may reduce FTEs within this SOW by providing prior written notice as per the following schedule

CSP Reduction (Ramp Down %) Prior Written Notice

- Up to 35% Immediate - No written notice
- 36% -75% - 2 weeks
- Greater than 75% - 4 weeks

All forecasted and anticipated Target Volumes shall be considered Confidential Information.

Vendor will:

- Limit access to this Confidential Information to specified designated, senior individuals of the Vendor's management team identified to Prudential who have a specific need for this Confidential Information and who have completed and returned to Prudential, Prudential's Vendor Employee Confidentiality Agreement Limit discussions relating to this Confidential Information to such designated individuals.
- Store this Confidential Information in a secure location that is password protected.

C.2.1 Actual Volumes and Variance from Forecast

It is expected that there will be fluctuations to the actual daily volume potentially due to business conditions or other unanticipated circumstances outside of Vendor's direct control. Based on the actual daily volumes (i.e. Target Volumes), Vendor will use the various operational methods at its disposal to respond. These methods may include temporary use of roster, use of Prudential resources, paid extra time, overtime, KPIs forgiveness, a new billable FTE requirement or a combination of these. In all cases, Vendor will collaborate with Prudential on use of these methods and will not implement any method that increases cost to Prudential without first receiving Prudential written approval. At Prudential's sole reasonable discretion, a single event that drives a significant increase or decrease in the Target Volume and is directly caused by a related action taken by Prudential will be considered an exception to metrics for that period of time.

C.3 Out-of-Scope Items

Vendor's Services will not constitute legal, regulatory, medical, risk, privacy, valuation, underwriting, tax, compliance or other professional advice.

Any sub-process not listed in Section C.1 would be considered out of scope.

C.4 List of Production Deliverables

Vendor may submit Change Request Form to Prudential to propose modifications to Prudential's existing procedures or to propose new procedures. Unless otherwise agreed in writing by Prudential, procedures documented and newly created by Vendor under this SOW are considered Prudential Work Product.

C.5 SOW-Specific Hiring and Background Check Requirements

In addition to the requirements set forth in the Agreement and in the Engagement Schedule, for Services to be performed pursuant to this SOW, the following additional hiring and background check procedures will apply:

<Not Applicable>

C.6. Staffing - Description of Billable FTEs

Vendor will perform Services by deploying FTEs each meeting Skill Level criteria by process as defined in table in Section A.1.

The number of billable FTEs by process was mutually agreed upon by Vendor and Prudential prior to the Ramp Period for the processes. Prudential and Vendor will mutually agree to add or reduce billable FTEs based on capacity analysis, process or requirement changes, forecasts or other business conditions.

Such staff will be assigned to provide Services pursuant to this SOW in accordance with the ramp-up schedule set forth below.

Process	Metrics	Ramp Targets													
		Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14
Followup / Lump Sum Payments / APO / RSA	Productivity	20%	30%	40%	50%	60%	70%	80%	90%	95%	95%	98%	100%	100%	100%
	Quality*	80%	82%	85%	88%	90%	92%	94%	95%	95%	96%	96%	97%	97%	97%

* To be jointly agreed

Week-by-Week targets for number of cases to be processed by EXL to be derived from target cases per hour provided by Prudential. No system generated report available to validate cases per hour processed by Prudential employees. To be validated during ramp phase. Targets to be adjusted in case of approved holidays.

A benchmarking will be done of the data post 3-4 months in production to revalidate pricing assumptions and resubmit pricings in case if any gap.

The billable production hours for each line of business will be as per Pricing Schedule given in Exhibit XI of the Agreement.

C.6 Vendor Program Resources

None

C.7 Key Employees

As set forth in Section 1.12 of the Agreement, each Key Employee will devote full time and effort for at least eighteen (18) months from the date such Key Employee begins providing in-production work under this SOW, if the Engagement Schedule under which this SOW falls requires more than thirty (30) FTEs, a maximum of ten percent (10%) of that staff can be identified as Key Employees.

<Not Applicable>

C.8 Third Party Subcontractors

Vendor's subsidiaries and affiliates providing Services under this SOW are identified above in Section A.1. In addition, the following subcontractors will perform Services, and Prudential hereby agrees that they are permitted to perform Services, under this SOW:

<Not Applicable>

Pursuant to Section 8.1 of the Agreement, with respect to any Services which are subcontracted or provided by any third party: (i) Vendor hereby assumes all liability and responsibility for such subcontractors' and third parties' compliance with and breach of the terms of the Agreement and Engagement Schedules, and for all acts and omissions of such subcontractors; (ii) Vendor shall include a provision in all of its agreements with subcontractors stating that such subcontractors shall look to Vendor for payment and shall under no circumstances look to any other party, including Prudential, for payment; and (iii) Vendor will not under any circumstances perform or cause to be performed, directly, indirectly or by Employees, any of the Services outside of the county and location(s) specified under the Engagement Schedule or this SOW unless Vendor obtains Prudential's prior express, specific, written consent with respect to (a) performance of the Services in such other location and (b) the specific location where the Services may be performed, if any.

<Not Applicable>

D. Training

See Sections B of Engagement Schedule for general definitions and guidelines.

E. Space and Facility Requirements

Space and seat requirements are included in Exhibit XVII of the Agreement, and any additional requirements should be listed below.

<Not Applicable>

F. Additional Technology Infrastructure

In addition to the technology infrastructure requirements set forth in Exhibit XVII to the

Agreement, Vendor shall maintain the following during the term of this SOW:

<Not Applicable>

G. Software and Tools

In addition to the equipment or technology tools identified in the Agreement and/or the Engagement Schedule, the parties will provide the following in connection with performing the Services under this SOW:

G.1 Prudential Owned Software and Technology

For Vendor's use in providing the Services under this SOW, Prudential will make available the following Prudential owned software or other technology:

- LifeCAD Admin System
- VPAS Admin System
- Business Processing Centre (BPC)
- Bronze
- PIPS
- PRIDE check processing system
- Shared Drives / SharePoint
- Eastern Regional Service Center
- AOS
- Secure Ability

G.2 Prudential Licensed Software and Technology

For Vendor's use in providing the Services under this SOW, Prudential will make available the following software or other technology licensed by Prudential from third parties pursuant to Section 12.2.1 of the Agreement:

Name of major System / Application		Internet based application / installation required?	Availability Window (EST)	License required?
Production	MS Teams	Installation Required	All day 24X7	Yes
	Centralized Mailbox (MS Outlook)	Installation Required	All day 24X7	Yes
	MS Office	Installation Required	All day 24X7	Yes
	Adobe Acrobat	Installation Required	All day 24X7	Yes
	Lotus Notes / Email	Installation Required	All day 24X7	Yes
	Accurint	Installation Required	All day 24X7	Yes
	FAST	Installation Required	All day 24X7	Yes

G.3 Vendor Owned Software and Technology

In providing the Services under this SOW, Vendor will use the following Vendor owned software or other technology developed by Vendor and not paid for by Prudential (“Generic Work Product,” as defined in Section 2.2 of the Agreement):

Software Product
B-Prompt - a Business Process Production Tracking Platform, which is used for online management of time schedule for the users. This is a web application based on Microsoft Application and Database Platforms
ATLAS - Attendance and leave management system is an automated solution that Vendor utilizes for the purpose of attendance and leave management owned by Vendor. This is a web application based on Microsoft Application and Database Platforms.

G.4 Vendor Licensed Third Party Software and Technology

In providing the Services under this SOW, Vendor will use, and Prudential hereby agrees that Vendor will use, the following software or other technology licensed by Vendor from third parties (“Third Party Software,” as further defined in Section 12.2.3 of the Agreement):

<Not Applicable>

G.5 Vendor Tools

The following Vendor Tools, as defined in Section 2.2 of the Agreement, will be developed by Vendor and used in performing the Services pursuant to this SOW:

<Not Applicable>

H. Assignment of Leases, Licenses and Third Party Contracts

For Vendor’s use in performing the Services pursuant to this SOW, Prudential hereby assigns to Vendor the following leases, licenses or rights pursuant to other third party contracts:

<Not Applicable>

I. Additional Security and Financial, Operational and Regulatory Controls

I.1 The following additional security requirements will be required for Services provided pursuant to this SOW:

I.1.1 Electronic Transmissions Security

Each Party will implement reasonable administrative, technical and physical safeguards on systems, connectivity, equipment or facilities under its control designed to prohibit access to the Internet, including without limitation access to social media sites and non-work-related email or other websites, by Vendor Employees performing Services for Prudential. Any exceptions for management or other Vendor Employees with a legitimate business need to access the Internet in connection with performance of the Services will be subject to prior written approval from an authorized representative of Prudential. In the event such Internet access is approved, access will be restricted to only those Vendor Employees who need such access and, to the extent

practicable, to only certain whitelisted websites or other Internet locations. The foregoing obligations do not affect Vendor's other obligations under the Agreement, including without limitation obligations to train Vendor Employees and to inform them that their activities may be monitored while performing Services for Prudential.

If any third-party systems are approved by Prudential for use in the Services hereunder, prior to initiating use of such third-party systems, both Prudential and Vendor will conduct reasonable due diligence to confirm that the third-party systems meet Prudential requirements, including without limitation with respect to administrative, technical and physical safeguards.

I.2 The following additional financial, operational and regulatory controls will be required for Services provided pursuant to this SOW:

<Not Applicable>

J. Critical Deliverables, KPIs and Reporting

J.1 Key Performance Indicators

J.1.1 Overview of KPIs

As stated in the Agreement, the Key Performance Indicators ("KPIs") have been categorized into two types, Critical KPIs and Secondary KPIs. These KPI metrics have been set as per the current standards of performance for Prudential Staff and/or as agreed between Prudential and Vendor following the migration, if any, of the processes described in this SOW. These KPI metrics and control processes are subject to change by Prudential based on business changes or needs. If Prudential changes any KPI metrics or control processes, it shall provide advance written notice to Vendor. If such changes require Vendor to charge Prudential additional reasonable amounts to enable Vendor to perform in accordance with the revised KPI metrics or control processes, Vendor shall notify Prudential of such and the parties shall mutually agree to such increase in writing in accordance with the Service Change process set forth in Section 7.1 of the Agreement. Vendor is expected to meet or exceed the performance standards detailed for both Critical and Secondary KPIs as outlined in this SOW.

The remedies outlined in Exhibit X of the Agreement and any additional remedies which may be specified below in this SOW shall apply with respect to Vendor's failure to meet a Critical or Secondary KPI. Prudential's failure to exercise any such remedy under any circumstance, whether under one or more instances, or by any individual or set of individuals, shall not in any way constitute a waiver by Prudential of its right to exercise such remedy or set of remedies at any future time (except to the limit that time periods within which Prudential must make claims for KPIs credits are set forth below), nor shall it be deemed a waiver of any further right or remedy that Prudential may otherwise have under this Agreement or at law or in equity.

J.1.2 Timing of KPI Implementation

Certain KPIs below may be identified as "Presumptive KPIs." Before the Performance Date, Vendor shall begin measuring its performance against such Presumptive KPIs on the commencement date of this SOW (or, if later, the date on which Vendor assumes responsibility for performing the Services at issue in accordance with the applicable transition plan). Vendor shall continue such service measurements from the Commencement Date through the Performance Date, which will typically be six (6) months unless otherwise agreed. Vendor shall

use commercially reasonable efforts to meet the Presumptive KPIs during the six (6) month measurement period (or such other period as the parties may agree to and specify in writing), but shall not be penalized for any failure to meet such Presumptive KPIs during such period. Notwithstanding the foregoing, if, prior to the commencement date of the Services, Prudential provides Vendor with historical measurement data sufficient to verify a requested KPI, such KPI shall be final and shall no longer be treated as a Presumptive KPI. After the level of services has been measured for the specified number of months, Prudential and Vendor shall review the measurement trends and the levels of service quality that were attained or demonstrated to be attainable during the measurement period and shall set the final KPI as follows: if the service measurements demonstrate that Vendor has consistently met or is capable of consistently meeting a particular Presumptive KPI, upon mutual written agreement, such Presumptive KPI shall be established as the final KPI for such Service.

J.2 Critical KPIs

Critical KPIs for in-scope processes needs further evaluation and discussion, as historical baseline data doesn't support expected service levels. Prudential and Vendor will jointly agree on baseline performance and expected service levels, during first 3 months of steady state as per dates mentioned in section B of this statement of work. Agreed and expected service levels will be included in Steady State Statement of Work.

J.3 Consequences of Critical KPI Sub-standard Performance

< Not Applicable, to be included in Steady State Statement of Work >

J.4 Reporting on KPIs

< Not Applicable, to be included in Steady State Statement of Work >

J.5 Other Reporting – Communication for ongoing process management

< Not Applicable, to be included in Steady State Statement of Work >

J.6 Secondary KPIs

< Not Applicable, to be included in Steady State Statement of Work >

J.7 Additional Prudential Dependencies

In addition to the dependencies set forth in the Engagement Schedule, the following dependencies or requirements are conditions that must be met by Prudential in order for Vendor to be held accountable for meeting the KPIs and Critical KPIs set forth in this SOW and for Vendor to be responsible for payment of Service Credits as set forth in this SOW:

All communications to customers will be done in the name of Prudential.

All written or email communications will be sent using Prudential letterhead or email addresses.

Prudential will review and approve the templates and scripts, and provide detailed Standard Operating Procedures for all communications to customers.

Prudential hereby acknowledges that the Services do not include constitute legal, regulatory, medical, risk, privacy, valuation, underwriting, tax, compliance or other professional advice, and that Prudential remains responsible for obtaining any such necessary advice.

In accordance with Section 6.4.2 of the Agreement, the Standard Operating Procedures will provide instructions to Vendor regarding performance of the Services in compliance with red flags, HIPAA, privacy law, Telephone Consumer Protection Act (“TCPA”), Section 5 of the Federal Trade Commission Act, California Consumer Privacy Act or other applicable federal, state and local legal and regulatory requirements and industry standards.

K. SOW Relationship and Escalation

In addition to the relationship managers and escalation path set forth in the Governance Schedule to the Agreement or the Engagement Schedule, the following relationship managers and escalation path will apply for this SOW:

	Prudential	Vendor (India)
Level 3	Nicole Strauser, VP Beneficiary Fulfillment	Ajay Singh, VP 2, Operations
Level 2	Leigh Foster, Director, Claims Processing	Dhirendra Singh, VP, Operations
Level 1	Flora Johnson, Assistant Manager, Annuities	Kamesh Sharma, Senior AVP, Operations

L SOW Specific Business Continuity Plan and Recovery Time

L.1 SOW Specific BCP

<Not Applicable>

L.2 Additional Costs for SOW Specific BCP

<Not Applicable>

L.3 SOW Specific Recovery Time

<Not Applicable>

M. Fees:

M.1 Service Fees

The following is the agreed-upon cost to Prudential for the Services to be provided by Vendor. FTEs will be billed in accordance with the Annuities/Group/All New Business rate card included in pricing schedule set forth in Exhibit – XI of General Service Agreement for FTE-Based Pricing Worksheet, based upon on their function and level.

Recruiting, hiring and training costs to offset attrition / or turnover as well as refresher training for Vendor Employees will not be billable to Prudential.

All other pass through expenses will be billed at actual invoiced charges with no markup and net of any refunds or rebates.

M.2 Pricing

Will the process be priced based on (Check which applies):

☒ X FTEs (go to EXHIBIT XI of the Agreement for FTE-Based Pricing Worksheet)

☐ NA Transactions (Refer Transaction-Based Pricing Worksheet as per Agreement.)

Other Charges and Fees

Resource / Expense Type	Number of Resources	Duration	Cost	Description
Transition Manager	1	35 Weeks (Start of hiring till end of ramp of last process)	USD 1200 per week	Manage Training and Transition

Other charges applicable as per Exhibit XI of General Service Agreement. COLA will apply as per Exhibit XI of the Agreement.

Note: The above rates are not inclusive of any sales, use, value-added, or other similar taxes, based upon or charged in connection with this SOW. Taxes will be charged in addition to the above rates, if applicable. To the extent any such taxes are chargeable/assessed, Prudential shall be responsible for the payment.