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THE HIGH COURT

2023 No. 3 COS

IN THE MATTER OF THE ASSURANCE COMPANIES ACT 1909, THE INSURANCE ACT 1989 AND THE EUROPEAN UNION (INSURANCE AND REINSURANCE) REGULATIONS 2015

AND IN THE MATTER OF A PROPOSED TRANSFER OF INSURANCE BUSINESS BETWEEN METLIFE EUROPE INSURANCE DESIGNATED ACTIVITY COMPANY and NATIONALE-NEDERLANDEN TOWARZYSTWO UBEZPIECZEŃ S.A.

TO THE HIGH COURT:

PETITION

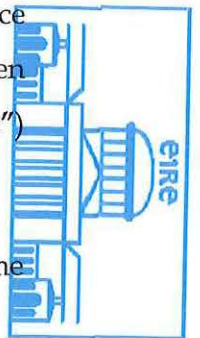
THE HUMBLE PETITION of the management board members of MetLife Europe Insurance Designated Activity Company and of the directors of Nationale-Nederlanden Towarzystwo Ubezpieczeń S.A. (whose names and addresses are set out in Schedule 1) shows as follows:

- 1. This petition seeks the sanction of this Honourable Court for the transfer by MetLife Europe Insurance Designated Activity Company ("MetLife Insurance") of certain non-life insurance business effected by MetLife Insurance (under the Central Bank of Ireland's authorisation of MetLife Insurance), and which constitutes non-life insurance business for the purposes of the laws of Ireland, to Nationale-Nederlanden Towarzystwo Ubezpieczeń S.A. ("NN Poland") pursuant to a Scheme (the "Scheme") the text of which is set out in Schedule 2.
2. In this Petition, words and expressions shall have the meanings as set out in the Scheme unless otherwise defined herein.

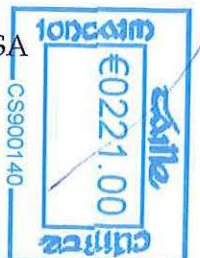
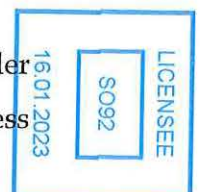
MetLife Insurance

- 3. MetLife Insurance is a designated activity company incorporated in Ireland, under registered number 472350, and has its registered office and its principal place of business at '20 On Hatch', Lower Hatch Street, Dublin 2.
4. MetLife Insurance is indirectly owned by MetLife, Inc., which is a Delaware, USA corporation.

LET ALL PERSONS CONCERNED ATTEND BEFORE THIS COURT ON SUCH DATE AS SHALL BE APPOINTED AND THEREFOR GIVE DUE NOTICE REGISTRAR



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A COPY WHICH I ATTEST FOR REGISTRAR

5. MetLife, Inc. (NYSE: MET), through its subsidiaries and affiliates, is one of the world's leading financial services companies, providing insurance, annuities, employee benefits and asset management to individual and institutional customers. Founded in 1868, MetLife has operations in more than 40 countries and holds leading market positions in the United States, Japan, Latin America, Asia, Europe and the Middle East.
6. MetLife Insurance is the principal MetLife company in Europe authorised to carry on non-life insurance business in non-life classes 1, 2, 8, 9, 16 and 18 which comprise accident and sickness insurance categories pursuant to and in accordance with, the European Union (Insurance and Reinsurance) Regulations 2015 (the "**2015 Regulations**").
7. MetLife Insurance operates on a freedom of services (FOS) basis in, amongst other places, Poland.

#### **NN Poland**

8. NN Poland is a joint-stock company (Polish "spółka akcyjna"), incorporated in Poland, under registered number 0000647311, and has its registered office at Topiel 12, 00-342 Warszawa.
9. NN Poland is directly and fully owned by Nationale-Nederlanden Towarzystwo Ubezpieczeń na Życie S.A.
10. The business of NN Poland at present principally involves non-life insurance. NN Poland is authorised to carry on non-life insurance classes 1, 2, 8, 9, 13, 14, 16 and 18 set out in Schedule 1 to the Act of 11 September 2015 on Insurance and Reinsurance Activity (which correspond to classes 1, 2, 8, 9, 13, 14, 16 and 18 set out in Schedule 1 to the Directive 2009/138/EC of the European Parliament and of the Council of 25 November 2009 on the taking-up and pursuit of the business of Insurance and Reinsurance (Solvency II) (the "**Solvency II Directive**") by the Komisja Nadzoru Finansowego (the "**KNF**") pursuant to Article 162(1) of the Act of 11 September 2015 on Insurance and Reinsurance Activity.

## Constitutions of each company

### MetLife Insurance

11. The constitution, objects and particulars of MetLife Insurance are as follows:-
- (a) It was incorporated in Ireland under the name MetLife NC Limited.
  - (b) It changed its name to MetLife Europe Insurance Limited on 14 August 2012.
  - (c) It converted to a Designated Activity Company under Part 16 of the Companies Act 2014 on 30 June 2016, with the resultant change in name to MetLife Europe Insurance Designated Activity Company.
  - (d) Its principal object as set out in clause 3(a) of its memorandum of association is *"To undertake and to carry on the business of an insurance company transacting non-life insurance in all classes set out in Schedule 1, Part 1 of the European Union (Insurance and Reinsurance) Regulations 2015 (Statutory Instrument No. 485 of 2015), as amended, and such operations arising directly from such insurance business"*
  - (e) It is empowered by clause 3(h) of its memorandum of association: *"(h) to sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the undertaking, property and rights of the Company on such terms as the Company thinks fit and in particular (without limitation) either with or without the Company receiving any consideration or benefit."*
  - (f) Its authorised share capital is €100,000,000 divided into 100,000,000 ordinary shares of €1 each of which 4,379,124 are issued.
  - (g) It is authorised by the Central Bank of Ireland to transact non-life insurance business in classes 1, 2, 8, 9, 16 and 18 under the 2015 Regulations.

### NN Poland

12. The constitution, objects and particulars of NN Poland are as follows:
- (a) It was incorporated in Poland under the name Nationale-Nederlanden Towarzystwo Ubezpieczeń S.A. and it has never changed its name.

- (b) Its principal object as set out in Article 4 of its articles of association is *“to carry on an insurance activity within the scope of insurances of the Section II – Other personal and property insurances in the following classes indicated in the Annex to the Act of 11 September 2015 on Insurance and Reinsurance Activity (Journal of Laws of 2015, item 1844) – Division of risks by Sections, Groups and Types of Insurance:*

*Group 1: Insurance against accidents, including accidents at work and occupational disease:*

- 1) one-off benefit;*
- 2) recurrent benefits;*
- 3) merged benefits referred to in subparagraphs (1) and (2);*
- 4) transport of persons.*

*Group 2: Insurance against illness:*

- 1) one-off benefit;*
- 2) recurrent benefits;*
- 3) combined benefits.*

*Group 8. Insurance against damage, covering property damage not included in Groups 3 to 7, caused by the elements:*

- 1) fire;*
- 2) explosion;*
- 3) storm;*
- 4) other elements;*
- 5) nuclear energy;*
- 6) landslides or rock bumps.*

*Group 9. Insurance of other property damage (if not included in Groups 3, 4, 5, 6, or 7), caused by hail or frost and other factors (such as larceny), if these causes are not included in Group 8.*

*Group 13. Third party liability insurance (general third party liability insurance) not included in Groups 10 to 12.*

*Group 14. Credit insurance, including:*

- 1) general insolvency;*
- 2) export credit, repayment of instalments, mortgage, agricultural credit.*

*Group 16. Insurance against financial risks, including:*

- 1) risk of loss of employment;*
- 2) insufficient income;*
- 3) bad weather conditions;*
- 4) loss of profits;*
- 5) continuous general expenses;*
- 6) unforeseeable business expenses;*
- 7) loss of market value;*
- 8) loss of a regular source of income;*
- 9) indirect business losses, apart from those listed above;*
- 10) other financial losses.*

*Group 18. Insurance of assistance to persons who encountered difficulties while travelling or while away from their place of residence."*

- (c) Under Article 11 in conjunction with Article 12 of the Act of 15 September 2000 on Code of Commercial Companies, NN Poland as a joint-stock company has legal personality and may, in its own name, acquire rights, including the

ownership of real property and other property rights, assume obligations, and sue and be sued.

Under Article 298 of the Act of 11 September 2015 on Insurance and Reinsurance Activity, NN Poland may enter into an agreement with another insurance company to transfer all or part of its insurance portfolio and under Article 217 of the Act of 11 September 2015 on Insurance and Reinsurance Activity NN Poland may enter into a contract on transferring the insurance portfolio with a foreign insurance undertaking having its registered office in a Member State of the European Union other than Poland.

- (d) Its share capital is PLN 39 000 000,00 divided into 130000 shares of PLN 300,00 each.
- (e) It is authorised by the KNF to undertake the business of non-life insurance in classes 1, 2, 8, 9, 13, 14, 16 and 18 set out in Schedule 1 to the Act of 11 September 2015 on Insurance and Reinsurance Activity (which correspond to classes 1, 2, 8, 9, 13, 14, 16 and 18 set out in Schedule 1 of the Solvency II Directive) under Article 162(1) of the Act of 11 September 2015 on Insurance and Reinsurance Activity.

#### **The proposed transfer**

13. MetLife Insurance and NN Poland have entered into a Framework Agreement dated 21 April 2022 under which, among other things, it is agreed to transfer a portfolio of policies and related rights and liabilities (the Transferring Business), including all rights relating to specified groups of policies (the Transferring Policies), more particularly described at Schedule 1 of the Scheme, from MetLife Insurance to NN Poland pursuant to the Scheme. The Transferring Policies comprise classes I and II non-life insurance policies as designated under the 2015 Regulations. As noted above, NN Poland is authorised to undertake classes I and II non-life insurance business under the Solvency II Directive.
14. Under the terms of the Scheme, NN Poland will acquire the Transferring Business from MetLife Insurance and take on the administration of the Transferring Business as a

going concern in succession to MetLife Insurance, such acquisition to become effective on the Effective Date.

15. The Transferring Policies and any Subsequently Transferring Policies were administered by a MetLife services company based in Poland, MetLife Services sp z.o.o. This services company was purchased by NN Group and renamed Nationale-Nederlanden Services sp z.o.o. There will therefore be no change in administration for this business. The services company was subsequently merged with an existing NN Group services company (Nationale-Nederlanden Usługi Finansowe sp. z o.o.) on 2 January 2023.
16. It is intended that MetLife Insurance and NN Poland will, in advance and anticipation of the legal transfer of the Transferring Business to NN Poland, (i) effect the assignment by MetLife Insurance and assumption by NN Poland of MetLife Insurance's rights and obligations under the Distribution and Ancillary Agreements pursuant to certain assignment and assumption agreements to transfer the Distribution and Ancillary Agreements to NN Poland, with such transfer taking effect on the Effective Date, or (ii) enable NN Poland to enter into replacement contracts taking effect on the Effective Date, on the same or substantially the same terms as the Distribution and Ancillary Agreements and with the same distributors or other relevant counterparties (each an "**Assignment and Assumption Agreement**"). In this respect it is intended that every active policy or prospect to which a Distribution and Ancillary Agreement relates which is the subject of an effective Assignment and Assumption Agreement on or before the Distribution Agreement Reference Date will transfer to NN Poland under the Scheme on the Effective Date.
17. If one or more of such Assignment and Assumption Agreements has not been entered into by the Distribution Agreement Reference Date, the Policies (together with the assets representing the technical provisions held by MetLife Insurance in respect of such Policies) underwritten pursuant to, and/or administered under, the Non-Transferred Agreements will be excluded from the Transferring Business (as described in the Scheme as the "Excluded Policies") transferring on the Effective Date.
18. If, on or after the Distribution Agreement Reference Date, but before the Assignment Cut-off Date, the benefit of any Non-Transferred Agreement is delivered, by way of

Assignment and Assumption Agreement or otherwise, to NN Poland, any policy and any associated assets and liabilities relating to such Non-Transferred Agreement shall be transferred in accordance with the Scheme on the Subsequent Transfer Date.

19. To the extent that any Assignment and Assumption Agreement has not been entered into by the Subsequent Transfer Date, the Policies (together with the assets representing technical provisions held by MetLife Insurance in respect of such Policies) underwritten pursuant to, and/or administered under, the Non-Transferred Agreements will be excluded from the Subsequently Transferring Policies, transferring on the Subsequent Transfer Date.
20. Apart from persons with whom it has entered into policies of insurance, MetLife Insurance has no creditors relating to the Transferring Business and/or the Subsequently Transferring Business and the creditors of MetLife Insurance and NN Poland (current, future and/or contingent) will not be prejudiced by the Scheme.
21. For the purposes of section 13(3)(b) of the Assurance Companies Act 1909, Andrew Kay, being an independent actuary, has prepared a report on the terms of the Scheme and its likely effect on policyholders.
22. For the purposes of Regulation 41(1) of the 2015 Regulations, MetLife Insurance has notified the Central Bank of Ireland in respect of the transfer proposed by the Scheme.
23. Pursuant to Regulation 41(3)(a) of the 2015 Regulations, the Scheme cannot be effected without obtaining the certification of the KNF, (as the EEA Member State supervisory authority of the transferee) that taking the proposed Scheme into account, NN Poland possesses the necessary eligible own funds to cover the solvency capital requirement of the transferee thereafter.
24. Pursuant to Regulation 41(3)(b) of the 2015 Regulations, the Scheme cannot be effected without also obtaining the agreement of the competent authority of each EEA Member State where contracts "were concluded, either under the right of establishment or the freedom to provide services".



**YOUR PETITIONERS THEREFORE PRAY FOR:**

- (a) An order pursuant to section 13 of the Assurance Companies Act 1909 and Regulation 41 of the 2015 Regulations that the Scheme be sanctioned;
- (b) An Order pursuant to Section 36 of the Insurance Act 1989 for the purposes of effecting the Scheme that on and from the Effective Date as may be specified by the this Honourable Court:
  - i. all the rights and powers of MetLife Insurance relative to the Transferring Business and any Subsequently Transferring Business (including the Transferring Policies and any Subsequently Transferring Policies) shall be transferred to NN Poland to the intent and effect that the same shall by virtue of the Scheme vest in and form part of the assets of NN Poland;
  - ii. all Transferring Liabilities and such Residual Liabilities relating to any Subsequently Transferring Policy shall be assumed by and become liabilities of NN Poland;
- (c) An Order pursuant to the provisions of Section 36 of the Insurance Act 1989 that all proceedings pending or commenced by or against MetLife Insurance in any Court in Ireland in connection with the Transferring Business, the Transferring Policies, the Transferring Assets, the Transferring Liabilities and any Subsequently Transferring Business shall be continued by or against NN Poland;
- (d) An Order pursuant to Section 36 of the 1989 Act giving MetLife Insurance liberty to transfer to NN Poland all data (including personal data) held by or on behalf of MetLife Insurance in relation to the Transferring Business, the Transferring Policies, the Transferring Assets, the Transferring Liabilities and any Subsequently Transferring Business;
- (e) Such further or other orders as may be necessary or appropriate to effect the transfer of the Transferring Business and any Subsequently Transferring Business from MetLife Insurance to NN Poland to the extent intended by the terms of the Scheme;

- (f) Such further or other orders as the circumstances may require to provide for any incidental, consequential and supplementary matters as are necessary to secure that the intended transfer shall be fully and effectively carried out; and
- (g) Liberty to apply.

Dated 16 January 2023

*McCann FitzGerald LLP*

**McCann FitzGerald LLP**  
Solicitors for the petitioners  
Riverside One  
Sir John Rogerson's Quay  
Dublin 2  
(Ref: SEB/CEM)

**Note:** Subject to the direction of this Honourable Court, it is intended to serve this petition on the Central Bank of Ireland

Presented on            January 2023 by McCann FitzGerald LLP, Riverside One, Sir John Rogerson's Quay, Dublin 2, Solicitors for the petitioners.

## SCHEDULE 1

### **The directors of MetLife Insurance**

Nicolas John Hayter, Apartment 2, Block B, Shrewsbury Square, Sandymount Avenue, Ballsbridge, Dublin 4

Brenda Maria Dunne, 88 Clontarf Road, Clontarf, Dublin 3, D03 K168

Éilish Finan, 60, Cowper Road, Dublin 6, D06 F2Y8

Ruairi O'Flynn, Martello, Ardeevin Road, Dalkey, Co. Dublin, A96 H982

Lyndon Oliver, 5 Timothy Way, Avon, Connecticut, United States of America

Nuria Garcia, 4 Rond Point Saint James, Neuilly Sur Seine, Paris, France

Conall Murphy, 70 Foxfield Avenue, Raheny, Dublin 5, Ireland

Merrilee Matchett, 11 Coach Lane, Lambertville, New Jersey, New Jersey, United States of America

### **The Management Board Members of NN Poland**

Paweł Kacprzyk, Topiel 12, 00-342 Warsaw

Anita Bogusz, Topiel 12, 00-342 Warsaw

Jacek Koronkiewicz, Topiel 12, 00-342 Warsaw

Andrzej Miron, Topiel 12, 00-342 Warsaw

Edyta Fundowicz, Topiel 12, 00-342 Warsaw

Magdalena Macko-Gizińska, Topiel 12, 00-342 Warsaw

Liwia Kwiecień, Topiel 12, 00-342 Warsaw

## SCHEDULE 2

### The Scheme

#### THE HIGH COURT

2023 No. COS

IN THE MATTER OF THE ASSURANCE COMPANIES ACT 1909, THE INSURANCE ACT 1989 AND THE EUROPEAN UNION (INSURANCE AND REINSURANCE) REGULATIONS 2015

AND IN THE MATTER OF A PROPOSED TRANSFER OF INSURANCE BUSINESS BETWEEN METLIFE EUROPE INSURANCE DESIGNATED ACTIVITY COMPANY and NATIONALE-NEDERLANDEN TOWARZYSTWO UBEZPIECZEN S.A.

#### SCHEME

##### THIS SCHEME RECORDS THAT

- (A) This Scheme is adopted in order to give effect to a Framework Agreement dated 21 April 2022 between MetLife Europe DAC (“**MetLife Insurance**”) and Nationale-Nederlanden Towarzystwo Ubezpieczeń S.A. (“**NN Poland**”) by which, among other things, NN Poland will acquire from MetLife Insurance the non-life insurance business concluded by MetLife Insurance comprised in the Transferring Business and any Subsequently Transferring Business (as defined in this Scheme) with effect on and from the Effective Date determined in accordance with this Scheme.
- (B) The transfer of the Transferring Business and any Subsequently Transferring Business as contemplated by the Framework Agreement (the “**Transaction**”) is conditional upon the following conditions (the “**Conditions**”) being fulfilled to the satisfaction of MetLife Insurance and NN Poland (each acting reasonably):
- a. the agreement (or deemed agreement) of any applicable Regulatory Authority in the Member States of the commitments under the Transferring Policies concluded by MetLife Insurance are situated (if any) following appropriate notifications by the Central Bank of Ireland;
  - b. the preparation by the Independent Actuary of a report on the impact of the said transfer on all affected groups of policyholders that is available to the High Court, the Central Bank of Ireland, and such other parties as may be required to ensure the granting of the Order;
  - c. obtaining the non-objection or deemed non-objection of the Komisja Nadzoru Finansowego to the Transaction;
  - d. obtaining the non-objection of the Central Bank of Ireland to the Transaction;

- e. confirmation in writing by the relevant Regulatory Authority that NN Poland will possess the necessary solvency margin after the Transaction;
- f. satisfaction of all relevant pre-transfer Policyholder notification requirements in connection with the transfer of the Transferring Policies or otherwise in connection with the Transaction as may be determined or directed by Applicable Laws or by the High Court and any applicable Regulatory Authority; and
- g. the sanction of the Scheme by the Court and the granting of the Order by the Court,

(C) It is proposed that the Transferring Business and any Subsequently Transferring Business shall by Order of the Court, be transferred to NN Poland and be dealt with in accordance with the Framework Agreement and this Scheme subject to and in accordance with section 13 of the 1909 Act and section 36 of the 1989 Act.

## AND THIS SCHEME THEREFORE PROVIDES

### 1. Interpretation

1.1 In this Scheme, the following expressions have the following meanings:

**"1909 Act"** means the Assurance Companies Act 1909;

**"1989 Act"** means the Insurance Act 1989;

**"2015 Regulations"** means the European Union (Insurance and Reinsurance) Regulations 2015;

**"Assignment Cut-off Date"** means the date falling six (6) months after the Effective Date or some other date as may be agreed between the parties and determined by the Court;

**"Applicable Laws"** means all applicable laws, rules, regulations, ordinances, directives, statutes, treaties, conventions, and other agreements between states, or between states and the European Union or other supranational bodies, rules of common law, and all other laws of, or having effect in, relevant jurisdictions, authorisations, permits, licences, rules of any stock exchange on which the shares of MetLife Insurance or NN Poland (or any of their holding companies) are listed, binding orders, decrees, or rulings of any Regulatory Authority and formal guidance or measures of any Regulatory Authority;

**"Court"** means the High Court of Ireland or the Court of Appeal or the Supreme Court exercising its appellate jurisdiction;

**"Distribution Agreement Reference Date"** means the date that is 10 (ten) Business Days prior to the hearing of the Court at which the making of the Order is considered;

**"Distribution and Ancillary Agreement"** means each existing agreement listed in Schedule 2 of this Scheme and any agreements in respect of all Policies issued by

MetLife Insurance in connection with the agreements listed in Schedule 2 (at any time before or after the date of this Scheme) in Poland under freedom of services prior to the Effective Date issued by MetLife Insurance with any Pipeline Prospects;

**“Effective Date”** means the effective date of the transfer of the Transferring Business, as specified in the Order;

**“Encumbrance”** means a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest, other encumbrance or security interest of any kind, or another type of preferential arrangement (including a title transfer or retention arrangement) having similar effect;

**“Excluded Policies”** means the Policies underwritten pursuant to, and/or administered under, the Non-Transferred Agreements;

**“Framework Agreement”** means the Framework Agreement between MetLife Insurance and NN Poland dated as of 21 April 2022;

**“Head of Actuarial Function”** means the actuary from time to time of NN Poland appointed pursuant to Regulation 50 of the 2015 Regulations;

**“Independent Actuary”** means Andrew Kay of Milliman Limited, instructed by MetLife Insurance and NN Poland to report in the capacity of independent actuary pursuant to section 13(3) of the 1909 Act in relation to this Scheme;

**“NN Poland”** means Nationale-Nederlanden Towarzystwo Ubezpieczeń S.A., a company incorporated in Poland with registration 647311, whose registered address is at Topiel 12, 00-342 Warsaw, Poland;

**“MetLife Insurance”** means MetLife Insurance Insurance D.A.C., a company incorporated in Ireland (registered no. 472350), whose registered office is at 20 on Hatch, Lower Hatch Street, Dublin 2;

**“Non-Transferred Agreements”** means the Distribution and Ancillary Agreements of which the benefit, whether by transfer or otherwise, has not been delivered to NN Poland:

(a) at the Distribution Agreement Reference Date and in respect of which affected policies are intended to transfer under the Scheme on the Effective Date, or

(b) after the Distribution Agreement Reference Date (but before the Assignment Cut-off Date) and in respect of which affected policies are intended to transfer under the Scheme on the Subsequent Transfer Date;

**“Order”** means the order of the Court made under section 13 of the 1909 Act that sanctions the Transaction and includes any orders made by the Court under section 36 of the 1989 Act;

**“Pipeline Prospects”** means third parties that MetLife Insurance expects may enter into a Distribution and Ancillary Agreement after the Effective Date, the identities of

which have been notified to NN Poland by MetLife Insurance before the Effective Date;

**"Policy"** means a policy within the meaning of section 3 of the Insurance Act 1936;

**"Producers"** means the brokers, insurance agents, producers, distributors or other persons who marketed or produced the Transferring Policies and any Subsequently Transferring Policies;

**"Regulatory Authority"** means the Central Bank of Ireland, the Komisja Nadzoru Finansowego, and any other person, body, authority, government, local government, regulatory agency with regulatory enforcement, administrative and/or criminal powers in any jurisdiction, and any other governmental authority that regulates any member of the Seller Group or any member of the Buyer Group, other than a Tax Authority;

**"Residual Assets"** means any property or assets (or any interest therein) of MetLife Insurance in the Transferring Business the transfer of which to NN Poland would not be effected as at the Effective Date due to the absence of the delivery, by way of transfer or otherwise, of the benefit of any Distribution and Ancillary Agreement with respect to such property or assets to NN Poland as at the Effective Date but which it is intended to transfer on the Subsequent Transfer Date;

**"Residual Liabilities"** means all liabilities and obligations (whether present or future, certain or contingent) of MetLife Insurance under any property, asset or interest referred to in the definition of Residual Assets;

**"Subsequent Transfer Date"** means the date on which any of the Residual Assets, the Residual Liabilities and/or the Subsequently Transferring Business are or are to be transferred to NN Poland, namely in respect of any Residual Asset and Residual Liability associated therewith, the date on (or within a reasonable timeframe after) which the requisite delivery, by way of transfer or otherwise, of the benefit of any Distribution and Ancillary Agreement with respect to such Residual Assets and Residual Liabilities to NN Poland to enable the same to be transferred to NN Poland upon the terms of this Scheme is satisfied;

**"Subsequently Transferring Policies"** means all rights relating to all non-life insurance policies issued by MetLife Insurance in Poland under freedom of services relating to the product categories detailed in Schedule 1 which, at and following the Effective Date, were underwritten pursuant to, and/or administered under, the Non-Transferred Agreements (or any part or component thereof) and that are intended to transfer under the Scheme on the Subsequent Transfer Date, but excluding the Excluded Policies as at the Subsequent Transfer Date;

**"Subsequently Transferring Business"** means

- (A) MetLife Insurance's right, title, and interest in the Subsequently Transferring Policies,
- (B) the Residual Assets and Residual Liabilities relating to such Subsequently Transferring Policies,

(C) the Subsequently Transferring Business Records

it being acknowledged that, at and following the Subsequent Transfer Date, the Subsequently Transferring Business shall not include the Non-Transferred Agreements or any Policies underwritten pursuant to, and/or administered under, the Non-Transferred Agreements (or any part or component thereof) or any assets representing technical provisions held by MetLife Insurance in respect of such Policies;

**“Subsequently Transferring Business Records”** means the books and records of the Residual Assets and the Residual Liabilities (at or immediately prior to the Subsequent Transfer Date), which NN Poland and MetLife Insurance have agreed to segregate or copy, and that are or are to be transferred to NN Poland in accordance with this Scheme;

**“Tax”** means any form of taxation, levy, duty, charge, contribution, withholding, or impost of whatever nature (including any related fine, penalty, surcharge, or interest) imposed, collected, or assessed by, or payable to, a Tax Authority and includes, for the avoidance of doubt, income tax on amounts equivalent to or in respect of income tax required to be deducted or withheld from or accounted for in respect of any payment;

**“Tax Authority”** means any government, state or municipality, or any local, state, federal or other authority, body or official anywhere in the world exercising a fiscal, revenue, customs, or excise function, including the Irish Revenue Commissioners;

**“Transferring Asset”** means (i) all the assets representing the technical provisions held by MetLife Insurance in respect of the Transferring Policies immediately prior to the Effective Date, (excluding, for the avoidance of doubt, the assets representing the technical provisions held by MetLife Insurance in respect of such Policies that were underwritten pursuant to, and/or administered under, the Non-Transferred Agreements); and (ii) any tangible or intangible assets exclusively or predominantly involved in the operation of the Transferring Business, including in particular, but not limited to, the rights and obligations under the Distribution and Ancillary Agreements, but excluding any assets held in respect of regulatory capital, cash on deposit, share capital, inter-company loan balances and debtors, other than those relating to the Transferring Policies;

**“Transferring Business”** means:

- (A) MetLife Insurance’s right, title, and interest in the Transferring Policies;
- (B) the Transferring Assets;
- (C) the Transferring Business Records; and
- (D) the Transferring Liabilities,

it being acknowledged that, at and following the Effective Date, the Transferring Business shall not include the Non-Transferred Agreements or any Policies underwritten pursuant to, and/or administered under, the Non-Transferred Agreements (or any part or component thereof) or any assets representing technical provisions held by MetLife Insurance in respect of such Policies;



**“Transferring Business Records”** means the books and records of the Transferring Business (at or immediately prior to the Effective Date), which NN Poland and MetLife Insurance have agreed to segregate or copy, and then transfer as part of the Transferring Business;

**“Transferring Liabilities”** means all risks, obligations, and liabilities of MetLife Insurance arising out of or relating to the Transferring Policies, including:

- (ii) liabilities for claims, benefits, interest on claims or unearned premiums, amounts payable for returns or refunds of premiums, claim and other loss adjustment expenses, including litigation expenses and attorney’s fees in respect of each Transferring Policy;
- (iii) all liabilities arising out of changes to the terms and conditions of the Transferring Policies that are required under Applicable Laws or consented to by NN Poland;
- (iv) all premium taxes due or accrued in respect of premiums paid with respect to the Transferring Policies after the Effective Date; and
- (v) all commissions, expense allowances, other compensation, and other servicing and administration fees and other obligations payable with respect to the Transferring Policies to Producers.

**“Transferring Policies”** means all rights relating to all non-life insurance policies issued by MetLife Insurance in Poland under freedom of services relating to the product categories detailed in Schedule 1 which are in existence on the Effective Date, but excluding the Excluded Policies; and

**“Transferring Policyholder”** means, with respect to any Transferring Policy or Subsequent Transferring Policy, the holder, as appropriate, of such Transferring Policy or Subsequent Transferring Policy.

1.2 In this Scheme:

- (a) use of the singular includes the plural and vice versa;
- (b) a reference to one gender includes a reference to each other gender;
- (c) headings are inserted for convenience of reference only and shall not in any way form part of or affect the construction or interpretation of this Scheme;
- (d) the provisions of the Schedules to this Scheme form an integral part of this Scheme and have as full effect as if each were incorporated in the body of this Scheme and the expressions **“this Scheme”** and **“the Scheme”** shall be deemed to include the Schedules to this Scheme;
- (e) all references to **“indemnify”** and **“indemnifying”** any person against any circumstance include indemnifying and keeping that person harmless from each loss, liability, or cost incurred as a result of:

- (i) defending or settling a claim alleging such loss, liability or cost relating to each relevant circumstance in connection with the subject matter of the indemnity; or
  - (ii) enforcing the indemnity;
- (f) a reference to a person includes a reference to that person's legal personal representatives, successors, and permitted assignees or transferees;
- (g) a reference to a document is a reference to that document as from time to time amended, supplemented, or varied (in each case, other than in breach of the provisions of this Scheme);
- (h) any reference to any statute or statutory provision:
  - (i) means that statute or statutory provision as it has been amended, extended, consolidated, re-enacted, or replaced (whether before or after the date of this Scheme); and
  - (ii) includes any order, regulation, instrument, or other subordinate legislation made under the relevant statute;
- (i) a reference to any clause, sub-clause, paragraph, or Schedule shall be a reference to the clause, sub-clause, paragraph, or Schedule of this Scheme unless the context otherwise requires;
- (j) any reference to a "person" shall be construed as a reference to any individual, firm, company, corporation, undertaking, government, state, agency of a state, association, partnership, organisation, foundation, or trust (whether or not having separate legal personality);
- (k) reference to a "company" shall be construed so as to include any company, corporation, or body corporate, whenever and however established or incorporated;
- (l) all references to costs, charges, and expenses include any VAT or similar Tax charged or chargeable in respect thereof;
- (m) any phrase introduced by the terms "including", "include", and "in particular," or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (n) words and phrases the definitions of which are contained or referred to in the Acts or any of them shall be construed as having the meanings attributed to them in such Act;
- (o) any reference to an Irish legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official, or any legal concept or thing shall, in respect of any jurisdiction other than Ireland, be deemed to include a reference to what most nearly approximates in that jurisdiction to the Irish legal term;

(p) a reference to “written” or “in writing” includes email.

## 2. Transfer of Liabilities

2.1 On the Effective Date, the Transferring Liabilities shall, in accordance with this Scheme and by virtue of the Order and without any further act or instrument (but subject to the terms of the Order), be fully and effectively transferred to and become liabilities of NN Poland, with the effect that MetLife Insurance shall be wholly released from, and NN Poland shall succeed to, any liability in respect of such Transferring Liabilities (other than liabilities relating to the Excluded Policies).

2.2 On the Subsequent Transfer Date, each Residual Liability that relates to a Subsequently Transferring Policy, shall in accordance with this Scheme and by virtue of the Order and without any further act or instrument (but subject to the terms of the Order), be fully and effectively transferred to and become liabilities of NN Poland, with the effect that MetLife Insurance shall be wholly released from, and NN Poland shall succeed to, any liability in respect of such Residual Liability (other than liabilities relating to the Excluded Policies).

2.3 MetLife Insurance and NN Poland shall each take all such steps, actions and do all such things (including the execution and delivery of any documents) as may be required to effect or perfect the transfer to and vesting in NN Poland of the Transferring Liabilities (other than liabilities relating to the Excluded Policies) and/or the Residual Liabilities that relate to a Subsequently Transferring Policy in accordance with the terms of this Scheme provided that any request by NN Poland to MetLife Insurance to effect or perfect the transfer to NN Poland of any Transferring Policy or Transferring Liability or Residual Liability that relates to a Subsequently Transferring Policy, must be made as soon as practicable after the Effective Date (or, with respect to Subsequently Transferring Policies, the Subsequent Transfer Date applicable), and in any event no later than one year from the Effective Date, (or, with respect to Subsequently Transferring Policies, the Subsequent Transfer Date).

2.4 NN Poland shall discharge on MetLife Insurance’s behalf and shall indemnify MetLife Insurance

(a) from and after the Effective Date against:

(i) all Transferring Liabilities (other than liabilities relating to the Excluded Policies) which are not, or are not capable of being, transferred on the Effective Date by this Scheme or the Order by reason of such transfer being outside the jurisdiction of the Court or for any other reason, until the relevant Transferring Liability is effectively transferred to or becomes a liability of NN Poland in accordance with the terms of this Scheme and the Order; and

(ii) save as otherwise provided in this Scheme, any other liability (other than taxation) in connection with the Transferring Business or Subsequently Transferring Business or arising as a direct result of the Transaction or any document executed to give effect to the Transaction accruing on or after (i) the Effective Date with respect to the

Transferring Liabilities; or (ii) in respect of any Residual Liability, the Subsequent Transfer Date referable to that Residual Liability;

- (b) from and after the Subsequent Transfer Date against all Residual Liabilities that relate to Subsequently Transferring Policies (other than liabilities relating to the Excluded Policies) which are not, or are not capable of being, transferred on the Subsequent Transfer Date, until the relevant Residual Liability is effectively transferred to or becomes a liability of NN Poland in accordance with the terms of this Scheme and the Order.

2.5 Where MetLife Insurance is entitled to receive an amount pursuant to the indemnity at paragraph 2.4, it shall be entitled to receive such amount as, after payment of or provision for any liability to taxation in respect of the amount receivable, will result in the receipt of an amount equal to the liability indemnified against.

### 3. Transfer of Assets

3.1 On the Effective Date:

- (a) NN Poland shall become entitled to all the rights and powers of MetLife Insurance whatsoever subsisting on the Effective Date under or by virtue of the Transferring Policies; and
- (b) the Transferring Assets shall be fully and effectively transferred to NN Poland but subject to all Encumbrances (if any) affecting such Transferring Assets.

3.2 On the Subsequent Transfer Date:

- (a) NN Poland shall become entitled to all the rights and powers of MetLife Insurance whatsoever subsisting on the Subsequent Transfer Date under or by virtue of the Subsequently Transferring Policies; and
- (b) each Residual Asset that relates to the Subsequently Transferring Policies shall be transferred to NN Poland but subject to all Encumbrances (if any) affecting such Residual Asset.

3.3 NN Poland shall accept without investigation or requisition such title as MetLife Insurance shall have at the Effective Date to the Transferring Assets and at the Subsequent Transfer Date to the Residual Asset transferred on that Subsequent Transfer Date.

3.4 MetLife Insurance and NN Poland shall promptly at any time (and from time to time on being reasonably required by the other Party) do and execute or procure to be done and executed, all acts, deeds, documents, and things reasonably necessary within its power to give effect to the terms of this Scheme, provided that any request by NN Poland to MetLife Insurance to effect or perfect the transfer to NN Poland of any Transferring Policy or Transferring Asset or Residual Asset, must be made as soon as practicable after the Effective Date and in any event no later than one year from the Effective Date (or the Subsequent Transfer Date as appropriate).

3.5 In the event of any payment being made to or right being conferred upon MetLife Insurance after the Effective Date in respect of any of the Transferring Assets, or, after the Subsequent Transfer Date, in respect of any of the Residual Assets, MetLife Insurance shall as soon as is reasonably practicable after its receipt pay over the amount of such payment or transfer such right (if in freely transferable form) to, or in accordance with, the directions of NN Poland.

#### 4. **Continuity**

4.1 Subject to clause 2, the Transferring Business and the Subsequently Transferring Business shall by Order of the Court and without any further act or instrument be transferred to and vest in NN Poland in accordance with this Scheme for all the estate and interest therein of MetLife Insurance but subject to all Encumbrances (if any) then affecting any asset comprised therein, and the Transferring Liabilities and Residual Liabilities that relate to Subsequently Transferring Policies, to be transferred to NN Poland pursuant to clause 2 shall likewise (but subject to the terms of any Order which may be made by the Court under section 36 of the 1989 Act in connection with this Scheme) become liabilities and obligations of NN Poland and shall cease to be liabilities and obligations of MetLife Insurance.

4.2 Subject to the terms of any Order which may be made by the Court under section 36 of the 1989 Act in connection with this Scheme, if any proceedings shall be pending in any court by or against MetLife Insurance in connection with any Transferring Policy on the Effective Date, the same shall be continued by or against NN Poland with effect from the Effective Date.

4.3 Subject to the terms of any Order which may be made by the Court under section 36 of the 1989 Act in connection with this Scheme, if any proceedings shall be pending in any court by or against MetLife Insurance in connection with any Subsequently Transferring Policy on the Subsequent Transfer Date, the same shall be continued by or against NN Poland with effect from the Subsequent Transfer Date.

#### 5. **Excluded Policies**

5.1 The Excluded Policies (if any) shall not be transferred to NN Poland by this Scheme and the liabilities under the Excluded Policies, subject to clauses 5.2 and 5.3, shall remain liabilities of MetLife Insurance.

5.2 The parties shall work together in good faith and use all reasonable endeavours to effect the transfer of each Residual Asset and each Residual Liability (if any).

5.3 If, on or after the Distribution Agreement Reference Date but before the Assignment Cut-off Date, the benefit of any Distribution and Ancillary Agreement is delivered, by way of transfer or otherwise, to NN Poland, any (i) Residual Asset; (ii) Residual Liability; and (iii) each policy to which such Residual Asset and Residual Liability, to which such Distribution and Ancillary Agreement relates, shall thereupon transfer to NN Poland on the Subsequent Transfer Date in accordance with this Scheme. However, until such time as such consent is obtained or novation agreed, each such policy shall remain with MetLife Insurance.

## 6. NN Poland Rights in Relation to Transferring Policies

### 6.1 NN Poland may after the Effective Date:

(a) exercise such discretions under the Transferring Policies as are available to be exercised by it under the terms and conditions of those Transferring Policies in accordance with any principles which are for the time being applied generally in NN Poland in relation to such business;

(b) modify the terms and conditions applicable to any Transferring Policies, in accordance with any principles which are for the time being applied generally in NN Poland in relation to such business,

and subject in every case to the provisions of the applicable Transferring Policies conditions, and where relevant, to the opinion of the Head of Actuarial Function.

### 6.2 NN Poland may after the Subsequent Transfer Date:

(a) exercise such discretions under the Subsequently Transferring Policies as are available to be exercised by it under the terms and conditions of those Subsequently Transferring Policies in accordance with any principles which are for the time being applied generally in NN Poland in relation to such business;

(b) modify the terms and conditions applicable to any Subsequently Transferring Policies, in accordance with any principles which are for the time being applied generally in NN Poland in relation to such business,

and subject in every case to the provisions of the applicable Subsequently Transferring Policies conditions, and where relevant, to the opinion of the Head of Actuarial Function.

## 7. Transfer of Data

7.1 On and from the Effective Date, by virtue of the Order, MetLife Insurance shall have liberty to transfer and shall transfer to NN Poland all data (including personal data) contained in the Transferring Business Records held by or on behalf of MetLife Insurance in relation to the Transferring Policies, the Transferring Assets and the Transferring Liabilities. NN Poland shall from the time of such transfer become the data controller in respect of the data concerned.

7.2 On and from the Subsequent Transfer Date, by virtue of the Order, MetLife Insurance shall have liberty to transfer and shall transfer to NN Poland all data (including personal data) contained in the Subsequently Transferring Business Records held by or on behalf of MetLife Insurance in relation to the Subsequently Transferring Policies, together with the Residual Assets and Residual Liabilities that are or are to be transferred to NN Poland in accordance with this Scheme. NN Poland shall from the time of such transfer become the data controller in respect of the data concerned.

7.3 To the extent that an authority has been given to MetLife Insurance in connection with a Transferring Policy or Subsequently Transferring Policy by the holder thereof, whether pursuant to data protection legislation or otherwise, such authority shall, on

and after the Effective Date or Subsequent Transfer Date be deemed to have been given to NN Poland.

## **8. Premiums**

- 8.1 All premiums attributable or referable to Transferring Policies shall on and after the Effective Date be payable to NN Poland.
- 8.2 Any mandate or other instruction in force on the Effective Date and providing for the payment by a banker or other intermediary of premiums payable under any of the Transferring Policies shall thereafter take effect as if it had provided for and authorised such payment to NN Poland.
- 8.3 All premiums attributable or referable to Subsequently Transferring Policies shall on and after the Subsequent Transfer Date be payable to NN Poland.
- 8.4 Any mandate or other instruction in force on the Subsequent Transfer Date and providing for the payment by a banker or other intermediary of premiums payable under any of the Subsequently Transferring Policies shall thereafter take effect as if it had provided for and authorised such payment to NN Poland.

## **9. Policy References**

- 9.1 All references in any Transferring Policies and/or any Subsequently Transferring Policies contained within the Transferring Business and/or the Subsequently Transferring Business to MetLife Insurance or its board of directors or other officer shall from the Effective Date be read as references to NN Poland or its board of directors or other officer (as the case may be).
- 9.2 All rights or duties exercisable in respect of the Transferring Policies and/or any Subsequently Transferring Policies, which are expressed as being exercisable by or as being the responsibilities of MetLife Insurance or its board of directors or other officer shall upon the Effective Date be exercisable or required to be performed by NN Poland or its board of directors or other officer (as the case may be).

## **10. Rights of Policyholders**

- 10.1 Subject to the provisions of this Scheme, every Transferring Policyholder insured under the Transferring Business and any Subsequently Transferring Business shall as and from the Effective Date (or, with respect to the Subsequently Transferring Business, the Subsequent Transfer Date) become entitled in substitution of any rights enforceable by or available to him under his Policy(ies) against MetLife Insurance to the same rights or rights against NN Poland and the obligations of such Transferring Policyholder shall as and from the Effective Date become enforceable (so far as still subsisting) by NN Poland in place of MetLife Insurance.
- 10.2 NN Poland shall carry out, perform and complete all of the terms and conditions of the Transferring Policies.

11. **Effective Date**

11.1 This Scheme shall become effective at 00.01 hours on 1 April 2023 or such other date as may be specified in an Order of the Court sanctioning this Scheme under section 13 of the 1909 Act.

11.2 This Scheme shall become binding on all persons, on and from the date of confirmation of the Scheme by the Court.

12. **Costs and Expenses**

MetLife Insurance and NN Poland will each bear their own costs and expenses incurred in connection with the preparation and carrying into effect of this Scheme and no costs or expenses incurred in connection with the preparation and carrying into effect of this Scheme will be borne by policyholders of either party.

13. **Modifications or Additions**

MetLife Insurance and NN Poland may jointly consent for and on behalf of the parties hereto and all other persons concerned (other than for any Regulatory Authority) to any modification or addition to this Scheme or to any further condition or provision affecting the same which the Court may approve.

Dated

2023



**Schedule 1: Particulars of the Transferring Policies and Subsequently Transferring Policies (as of 31 December 2021)**

<u>Product Name</u>	<u>Risks covered</u>	<u>No. of policies</u>	<u>Technical Provisions (€'000)</u>
Aktywni na co dzień (Active every day)	Break & Burn due to accident  Permanent disability due to accident	4,698	(10)
Twoja Asekuracja (Your assurance)	Break & Burn due to accident	9,186	(18)
Wsparcie Szpitalne Plus (Hospital Support)	Hospital Support  Spouse or partner - All risks  Children - All risks	8,732	(19)
Ochrona na Wypadek (Accident Protection)	Hospitalisation due to accident  AD & TAD	23,641	(70)
Ochrona Zdrowia (Critical Illness)	Critical Illness	17,155	(38)
Razem Bezpieczniej (Accident Protection)	Main insured - Break & Burn due to accident  Spouse or partner - Break & Burn due to accident	6,186	(50)
Pomoc w Chorobie (Critical Illness)	Critical Illness	14,887	(2)
Razem w Chorobie (Critical Illness)	Critical Illness	5,571	(13)
Pomoc po Wypadku	Spouse or partner & children - Bodily Injury due to accident • Main	5,496	(19)

(Accident Protection)	insured - Bodily Injury due to accident		
Outstanding claims reserves		n/a	427
		<u>95,552</u>	<u>187</u>

## Schedule 2: Distribution and Ancillary Agreements

### FOS DISTRIBUTION AGREEMENTS

#### 1. T-Mobile

##### Products:

- 1) Ochrona Zdrowia (Critical Illness)
- 2) Ochrona na Wypadek (Accident protection)
- 3) Twoja Ochrona NW (Your NW Protection)
- 4) Ochrona na Jutro (Protection for Tomorrow)

Agency Agreement	1) MetLife Europe Insurance d.a.c. 2) T-Mobile Polska S.A.	20 December 2019
Amendment No.1 to the Agency Agreement	1) MetLife Europe Insurance d.a.c. 2) T-Mobile Polska S.A.	30 April 2020
Amendment No.2 to the Agency Agreement	1) MetLife Europe Insurance d.a.c. 2) T-Mobile Polska S.A.	8 October 2020
Amendment No.3 to the Agency Agreement	1) MetLife Europe Insurance d.a.c. 2) T-Mobile Polska S.A.	1 December 2022

Co-operation Agreement	1) MetLife Europe Insurance d.a.c. 2) T-Mobile Polska S.A. 3) Telbridge Sp. Z o.o. 4) MetLife Services Sp. Z o.o.	11 May 2020
Amendment No.1 to the Co-operation Agreement	1) MetLife Europe Insurance d.a.c. 2) T-Mobile Polska S.A. 3) Telbridge Sp. Z o.o. 4) Nationale-Nederlanden Services sp. z.o.o.	1 December 2022

#### 2. PLAY

##### Products:

- 1) Wsparcie Szpitalne Plus (Hospital Support)

- 2) Twoja Asekuracja (Your assurance)  
 3) Pomoc w chorobie (Critical Illness)  
 4) Razem Bezpieczniej (Accident Protection)

Agency Agreement	1) MetLife Europe Insurance d.a.c. 2) P4 spolka z.o.o.	29 January 2019
Guarantee Agreement	1) MetLife Europe Insurance d.a.c. 2) P4 spolka z.o.o.	30 April 2019
Agreement on Entrusting the Processing of Personal Data	1) MetLife Europe Insurance d.a.c. 2) P4 spolka z.o.o.	26 April 2019
Product Executive Agreement (Wsparcie Szpitalne Plus)	1) MetLife Europe Insurance d.a.c. 2) P4 spolka z.o.o.	26 September 2019
Product Executive Agreement (Twoja Asekuracja)	1) MetLife Europe Insurance d.a.c. 2) P4 spolka z.o.o.	26 September 2019
Product Executive Agreement (Pomoc w chorobie)	1) MetLife Europe Insurance d.a.c. 2) P4 spolka z.o.o.	23 July 2020
Annex No.1 to Product Executive Agreement	1) MetLife Europe Insurance d.a.c. 2) P4 spolka z.o.o.	6 May 2022
Product Executive Agreement (Razem Bezpieczniej)	1) MetLife Europe Insurance d.a.c. 2) P4 spolka z.o.o.	23 July 2020
Annex No.1 to Product Executive Agreement	1) MetLife Europe Insurance d.a.c. 2) P4 spolka z.o.o.	6 May 2022

Co-operation Agreement	1) MetLife Europe Insurance d.a.c. 2) P4 spolka z.o.o. 3) Telbridge Sp. z.o.o. 4) MetLife Services Sp. z.o.o.	21 April 2022
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### 3. ORANGE

#### Products:

- 1) Razem w Chorobie (Critical Illness)
- 2) Pomoc po Wypadku (Accident Protection)
- 3) Aktywni na co dzień (Active every day) [closed to new business]

Agency Agreement	1) MetLife Europe Insurance d.a.c. 2) Orange Polska S.A.	13 December 2018
Guarantee Agreement	1) MetLife Europe Insurance d.a.c. 2) Orange Polska S.A.	2 January 2019
Agreement on Compliance with European Legislation on the Processing of Personal Data	1) MetLife Europe Insurance d.a.c. 2) Orange Polska S.A.	Letter dated 6 December 2022 confirming terms effective 2 January 2019
Product Executive Agreement (Aktywni na co dzień)	1) MetLife Europe Insurance d.a.c. 2) Orange Polska S.A.	2 January 2019
Product Executive Agreement (Razem w Chorobie) (Pomoc po Wypadku)	1) MetLife Europe Insurance d.a.c. 2) Orange Polska S.A.	1 July 2020

Co-operation Agreement	1) MetLife Europe Insurance d.a.c. 2) Orange Polska S.A. 3) Telbridge Sp. Z o.o. 4) MetLife Services Sp. Z o.o.	2 January 2019
Addendum No. 1 to the Co-operation Agreement	1) MetLife Europe Insurance d.a.c. 2) Orange Polska S.A. 3) Telbridge Sp. Z o.o. 4) MetLife Services Sp. Z o.o.	7 March 2022

#### 4. MONDA

##### Monda online sales of MEI A&H

Agency Agreement	1) MetLife Europe Insurance d.a.c. 2) Monda Sp. z o.o.	9 June 2021
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#### 5. ENTRERPRISE

Group Insurance Agreement - Personal Accident Insurance	1) MetLife Europe Insurance d.a.c. 2) Car Hire Poland Ltd	20 April 2022
Broker Agreement	1) MetLife Europe Insurance d.a.c. 2) Car Hire Poland Ltd	20 May 2022

## TELESALES

### TELBRIDGE

Annex to Insurance Intermediary Administration Agreement dated 31 December 2012  (Replaced 31 December 2012 Agreement)	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o.	19 December 2018
Data Processing Agreement	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o.	19 December 2018
Co-operation Agreements X4	1) MetLife Europe Insurance d.a.c. 2) [Relevant Telco] 3) Telbridge Sp. Z o.o. 4) MetLife Services Sp. Z o.o.	As listed above
ePayment Cooperation Agreement  [Signed with Appendix 1 for the Payback Loyalty Program – no longer proceeding]  Agreement can be extended to other arrangements by adding further appendices.	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o.	25 February 2022
Agreements relating to T-Mobile products		
Product Executive Agreement for Ochrona Zdrowia	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	25 June 2020
Annex No 1 to Product Executive Agreement	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	6 July 2021
Annex No 2 to Product Executive Agreement	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	24 January 2022
	1) MetLife Europe Insurance d.a.c.	15 November 2022

Annex No 3 to Product Executive Agreement	2) Telbridge Sp. Z o.o. Sp. K	
Product Executive Agreement for Ochrona na Wypadek	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	25 June 2020
Annex No 1 to Product Executive Agreement	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	6 July 2021
Annex No 2 to Product Executive Agreement	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	24 January 2022
Annex No 3 to Product Executive Agreement	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	15 November 2022
Product Executive Agreement for Twoja Ochrona NW	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	23 December 2022
Product Executive Agreement for Ochrona na Jutro	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	23 December 2022
Agreements relating to Play products		
Product Executive Agreement for Wsparcie Szpitalne Plus	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	19 December 2019
Annex No 1 to Product Executive Agreement	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	6 July 2021
Annex No 2 to Product Executive Agreement	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	11 January 2022
Annex No 3 to Product Executive Agreement	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	15 November 2022



Product Executive Agreement for Twoja Asekuracja	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	19 December 2019
Annex No 1 to Product Executive Agreement	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	6 July 2021
Annex No 2 to Product Executive Agreement	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	11 January 2022
Annex No 3 to Product Executive Agreement	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	15 November 2022
Product Executive Agreement for Pomoc w chorbie	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o.	23 July 2020
Annex No 1 to Product Executive Agreement	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	6 July 2021
Annex No 2 to Product Executive Agreement	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	11 January 2022
Annex No 3 to Product Executive Agreement	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	15 November 2022
Product Executive Agreement for Razem Bezpieczniej	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	23 July 2020
Annex No 1 to Product Executive Agreement	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	6 July 2021
Annex No 2 to Product Executive Agreement	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	11 January 2022
Annex No 3 to Product Executive Agreement	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	15 November 2022

Agreements relating to Orange products		
Product Executive Agreement for Razem w Chorobie	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	1 July 2020
Annex No 1 to Product Executive Agreement	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	6 July 2021
Annex No 2 to Product Executive Agreement	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	24 January 2022
Annex No 3 to Product Executive Agreement	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	15 November 2022
Product Executive Agreement For Pomoc po Wypadku	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	1 July 2020
Annex No 1 to Product Executive Agreement	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	6 July 2021
Annex No 2 to Product Executive Agreement	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	24 January 2022
Annex No 3 to Product Executive Agreement	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	15 November 2022
Product Executive Agreement for Aktywni co dzien	1) MetLife Europe Insurance d.a.c. 2) Telbridge Sp. Z o.o. Sp. K	19 December 2019

THE HIGH COURT

2023 No. COS

IN THE MATTER OF THE ASSURANCE COMPANIES ACT 1909, THE INSURANCE  
ACT 1989 AND THE EUROPEAN UNION (INSURANCE AND REINSURANCE)  
REGULATIONS 2015

AND IN THE MATTER OF A PROPOSED TRANSFER OF INSURANCE BUSINESS  
BETWEEN METLIFE EUROPE INSURANCE DESIGNATED ACTIVITY COMPANY and  
NATIONALE-NEDERLANDEN TOWARZYSTWO UBEZPIECZEN S.A.

PETITION

McCann FitzGerald LLP  
Solicitors for the petitioners  
Riverside One  
Sir John Rogerson's Quay  
Dublin 2  
Ref: SEB/CEM