

Agreement
on employee co-determination at
Münchener Rückversicherungs-Gesellschaft
Aktiengesellschaft in München
(Munich Reinsurance Company
Joint-Stock Company in Munich)

Preamble¹

- (A) It is planned that Münchener Rück Italia S.p.A. (**MRI**), a 100% subsidiary of Münchener Rückversicherungs-Gesellschaft Aktiengesellschaft in München (**MR AG**), will be merged with MR AG. Based on the Act on the Co-Determination of Employees in Cross-Border Mergers (**MgVG**) the managements of MR AG and MRI and the Special Negotiating Body (**SNB**) accordingly have an opportunity to contractually redesign employee co-determination on MR AG's Supervisory Board.
- (B) The intention of the parties in entering into this agreement is to Europeanise and modernise co-determination at MR AG, whilst maintaining the tradition of mutual trust and cooperation between representatives of the shareholders and employee representatives at MR AG.
- (C) The contracting parties seek to fill the employee representatives' mandates on the Supervisory Board in a manner that ensures that the interests of all employees of the Munich Re group are taken into account and that the composition of the Supervisory Board is in keeping with the needs of its work. There is in particular agreement, given the significance of the reinsurance business field, that it shall be taken into account on the MR AG Supervisory Board by being accorded at least 30% of the mandates.
- (D) Insofar as terms are not otherwise defined in this agreement (see Annex 1) the definitions in Article 2 of the MgVG shall apply.
- (E) Accordingly, the managements of MR AG and MRI and the SNB have concluded the following agreement.

¹ The formulations used in the agreement refer to both men and women. The form of presentation has been selected to render the text more readable.

1. Retention of parity co-determination/electoral principals/scope

- 1.1. MR AG has a co-determined Supervisory Board made up on a parity basis of shareholder representatives and employee representatives.
- 1.2. The Supervisory Board has 20 members under MR AG's current applicable Articles of Association.
- 1.3. The employees of Munich Re group companies within the EU and EEA shall be represented on the Supervisory Board by elected representatives.
- 1.4. Votes are secret and equal.
- 1.5. The elections are held in accordance with the provisions of this agreement. The provisions of the MgVG or alternatively the German law on the implementation of an SE [Societas Europaea] (SEAG), German law on involvement in the SE (SEBG) and – where they are silent – the German Co-Determination Act shall also apply mutatis mutandis.
- 1.6. This agreement applies to MR AG and its direct and indirect subsidiaries and establishments within the European Union, and the EEA states.

2. Allocation of employee representatives' seats by member state

The breakdown of the employee representatives as members of the Supervisory Board by member state shall be determined in accordance with the following guidelines:

- 2.1. The mandates of the employee representatives on the Supervisory Board shall be split between the member states of the European Union and EEA in which the Munich Re group has employees (**member states** and for this agreement **Munich Re group employees**).
- 2.2. Every member state in which at least 10% of the total number of Munich Re group employees is employed shall obtain a seat on the Supervisory Board. A member state shall be entitled to a further seat for each additional complete 10%.
- 2.3. The remaining seats on the Supervisory Board shall be allocated to Germany.
- 2.4. Insofar as no more than 10% of employees are employed in any member state other than Germany, one seat (i.e. one out of the current ten) shall be allocated to the EU countries other than Germany. To which member state that seat is allocated is decided by resolution of the European Electoral Board as it sees fit. Item 9.3 applies mutatis mutandis.

3. Principles governing the allocation of seats

- 3.1. The business fields of the Munich Re group shall be duly represented on the Supervisory Board by the employee representatives.
- 3.2. This is essentially achieved in that employees from the respective business fields are members of the Supervisory Board. Where it is not possible for all business

fields to be taken into account by the Electoral Board, the largest business fields shall be given priority in the elections.

- 3.3. At least 30% of the employee representatives on MR AG's Supervisory Board are employees of the reinsurance business field.
- 3.4. One of the seats attributed to Germany shall be allocated to the senior executives of the Munich Re group.
- 3.5. In respect of election of the mandates allocated to Germany, as many representatives as proposed by the unions shall be taken into account as shall result from the provisions of Articles 23 ff MgVG on the statutory umbrella solution – its application for such purposes being herewith agreed.
- 3.6. The factor determining employee numbers is the average number of employees in the last two full financial years prior to the election of the employee representatives for the Supervisory Board.

4. Election of employee representatives by European Electoral Board

- 4.1. The employee representatives on the Supervisory Board shall be elected by a European Electoral Board where this task has not been transferred to a European Staff Council at MR group level in the course of reopened negotiations in accordance with Item 16.
- 4.2. The European Electoral Board shall be made up of representatives of German employee representative bodies and representatives of employees from the other member states.
- 4.3. The European Electoral Board shall elect a Chairman and a minimum of two deputies from among its members. It may give itself rules of procedure.

5. Selecting the members of the European Electoral Board

5.1. Basic principle

At least one delegate of the European Electoral Board shall be designated from each member state in accordance with the following rules. A substitute shall be elected for each delegate.

5.2. Number of delegates

- a) Each Munich Re group company with more than 50 employees shall appoint one delegate to the European Electoral Board. Each member state shall appoint at least one delegate.
- b) If the Munich Re group company concerned has more than 500 employees, two delegates shall be appointed.
- c) If the Munich Re group company concerned has more than 1,000 employees, three delegates shall be appointed.
- d) If the Munich Re group company concerned has more than 1,500 employees, four delegates shall be appointed.

- e) If the Munich Re group company concerned has more than 2,000 employees, five delegates shall be appointed.
- f) If the Munich Re group company concerned has more than 2,500 employees, six delegates shall be appointed.
- g) If the Munich Re group company concerned has more than 5,000 employees, seven delegates shall be appointed.
- h) If the Munich Re group company concerned has more than 10,000 employees, eight delegates shall be appointed.

5.3. Election of delegates in Germany

In Germany, the delegates of the relevant MR group company shall be elected by the General Staff Council or, should no such body exist, the Staff Council of the relevant company. The delegates are elected in the delegating bodies in accordance with list vote principles where more than one list stands for election and not otherwise unanimously decided in that body. Such list vote shall be in accordance with the **St. Laguë**/Schepers procedure, insofar as not otherwise unanimously decided. Notwithstanding Item 5.2, employees of German companies in the Munich Re group in which there is no Staff Council shall not appoint their own delegates but shall also be represented by the German delegates in accordance with Item 5.5.

5.4. Election of delegates in the EU/EEA outside Germany

In member states (other than Germany) in which there are employee representative bodies (including union representatives) in Munich Re group companies, such bodies shall elect or nominate the respective delegates within the framework of their respective responsibilities. The election or nomination of the delegates for the Munich Re group companies shall be based on the respective national provisions for the election or nomination of members of a special negotiating body for a cross-border merger and/or alternatively for the constitution of a European company (SE). If necessary, the following shall also apply: Where there is more than one employee representative body in a company, the employee representative body that represents the most employees (highest representation principle) shall be responsible.

5.5. Vote allocation

The delegates present each represent all the employees of their Munich Re group company. If a company appoints more than one delegate, the voting weight shall be shared between the delegates. Munich Re group employees of a member state who are not represented by delegates shall be attributed to all the delegates of that member state on the European Electoral Board in equal shares.

6. Initiation of the election/Convening the European Electoral Board/Resolutions

- 6.1. At the latest, six months before the anticipated commencement of the term of office of the Supervisory Board members to be elected, the management of MR AG shall inform the Boards of Management of the companies of the Munich Re group, the German employee representative bodies and Managerial Staff Committees and the unions represented in the German Munich Re group companies thereof, requesting

the election of delegates with due reference to the nominating rights under Item 7 of this agreement.

- 6.2. The Board of Management of MR AG shall publish this information and request in all Munich Re group companies in the appropriate manner, which may include notification on the intranet. The company managements of the Munich Re group companies in the EU/EEA outside Germany shall advise the employee representative bodies in their Munich Re group companies.
- 6.3. The election or appointment of the delegates in accordance with Items 5.3 and 5.4 shall ensue within 12 weeks of notification by the MR AG company management in accordance with Item 6.1. The names of the delegates and respective lengths of service shall immediately be advised to the management of the company from which the delegate comes and the Chairman of the MR AG Group Staff Council. The latter shall forward the names of the delegates to the MR AG company management.
- 6.4. The European Electoral Board shall be convened by the Chairman of MR AG's Group Staff Council. It shall be convened at the latest two weeks prior to the meeting of the European Electoral Board. The form of convening shall be determined by the Chairman of the Group Staff Council.
- 6.5. The European Electoral Board shall meet at the latest one month prior to the anticipated start of the term of office of the Supervisory Board members to be elected. This meeting shall also take place if the deadline for the election or appointment of delegates referred to in Item 6.3 is missed. If a Munich Re group company or a member state nominates no delegates, the European Electoral Board nevertheless assumes its work and may elect the employee delegates on MR AG's Supervisory Board. Delegates elected or nominated after the deadline has expired may nevertheless take part in the European Electoral Board provided they shall have been appointed up to seven days before the meeting.
- 6.6. An election cannot be contested on the grounds of the complete or temporary absence of individual delegates despite due notification in accordance with Item 6.1.
- 6.7. Further, subsequent to its first assembly, the composition of the European Electoral Board can no longer be challenged. This applies to delegates from all member states.
- 6.8. The European Electoral Board passes resolutions by simple majority of the members present that shall also comprise a majority of the employees they represent, unless otherwise stipulated in this agreement.
- 6.9. The European Electoral Board shall establish a "Standing Committee". The Standing Committee of the European Electoral Board shall comprise fifteen members of the European Electoral Board including the Chairman and his deputies. The Standing Committee shall represent the European Electoral Board within the framework of its responsibilities. In particular, the Standing Committee shall have the rights and obligations referred to in this agreement.

7. Nominations for the election of the employee representatives on the Supervisory Board by the European Electoral Board

- 7.1. Nominations for employee representatives on the Supervisory Board may be made by every member state to which employee representative seats on the Supervisory Board may be allocated in line with Item 2 in accordance with the following provisions. Such nominations shall be addressed to the Chairman of MR AG's Group Staff Council before expiry of the period referred to in Item 6.3. The Chairman shall forward the nominations to the delegates at the latest upon convening the European Electoral Board.
- 7.2. Such nominations shall be made by the members of the highest employee representative bodies of the respective business fields, in Germany currently MR AG's Group Staff Council, MR AG's Staff Council for German reinsurance activities, the Group Staff Council of the ERGO Group for German primary insurance activities and the European Staff Council of the ERGO Group.
- 7.3. In addition, all other employee representative bodies of all Munich Re group companies are entitled to submit nominations to the bodies cited in Item 7.2.
- 7.4. Where there is no employee representative body in a Munich Re group company, the employees may submit nominations in writing to the bodies cited in item 7.2. Such nominations must be signed by at least 20% of the employees of the relevant MR group company or at least 50 employees.
- 7.5. Apportionment of the union and senior executive representative seats on the Supervisory Board allocated to Germany shall be stipulated in advance by an "assembly of the German members on the European Electoral Board" in accordance with the following rules. The unions represented in the German companies of the Munich Re group and the Managerial Staff Committees in the MR group companies have the right to submit election nominations for their respective candidates in writing. These shall comprise at least twice as many candidates as there are mandates to fill.

Election by the assembly shall observe the principle of proportional representation in accordance with **St.Laguë/Schepers**. Where only one nomination is made, a vote shall be held on majority basis. The assembly then decides by simple majority of the members present that shall also comprise a majority of the employees they represent.

The European Electoral Board shall be bound by the decision of the "assembly of the German members on the European Electoral Board" with regard to the election of the members of the Supervisory Board in respect of the seats on that Board allocated to the unions and senior executives.

8. List of criteria

- 8.1. Necessary aptitude, qualifications and experience shall be taken into account in the nominations and election for the mandate of a member of the Supervisory Board.
- 8.2. Further criteria for selecting candidates shall be knowledge of primary insurance, reinsurance, international health insurance, investment, markets and clients,

international experience and knowledge of foreign languages. Candidates shall be focused on company interests including in terms of the long-term safeguarding of attractive jobs with a promising future.

- 8.3. The Group Staff Council of Munich Re shall, in due time for the next elections, submit a draft list of criteria upon which a decision will be made by the European Electoral Board.

9. Election of the employee representatives on the Supervisory Board by the European Electoral Board

- 9.1. The European Electoral Board shall be bound with regard to the election of the employee representatives on the Supervisory Board by the provisions of this agreement. In particular, the distribution of the employee representatives' seats on the Supervisory Board in accordance with Items 2 and 3 shall be binding.
- 9.2. The European Electoral Board shall otherwise be free to choose out of the nominations submitted in accordance with this agreement (with the exception of the union and senior executive representative nominations in line with Item 7.5).
- 9.3. For the purposes of the election, a 2/3 majority of the votes of the members of the European Electoral Board present (by head count) and also a 2/3 majority of the employees they represent shall be required for each member of the Supervisory Board.
- 9.4. A personal substitute member shall be elected for each employee representative, the provisions of this agreement applying *mutatis mutandis*.
- 9.5. Also, where an employee member of the Supervisory Board and where applicable his substitute member are indisposed or in the event of their non-election, Article 104 of the German Stock Companies Act in force at any time shall apply. Before requesting appointment by the courts in accordance with Article 104 of the German Stock Companies Act, the highest employee representative body in the indisposed party's country shall be consulted by the requesting party. If no such body exists, the employee representative body of the Munich Re group company from which the indisposed party came shall be consulted by the requesting party.
- 9.6. Minutes shall be kept of the negotiations, elections and resolutions of the European Electoral Board, signed by the Chairman and one other member. The minutes shall record the place and date of the elections and resolutions, those present, the election results, the wording of the resolutions, the results of the vote and the respective majorities by which the resolutions were passed and the elections held.
- 9.7. The Chairman of the European Electoral Board shall forward a copy of the minutes to the management of MR AG without delay.
- 9.8. The costs of holding the election, including the necessary translations and interpreting, shall be borne by MR AG.

10. Notice of the election of the employee representatives on the Supervisory Board

The election result shall be advised to the Board of Management of MR AG, the elected members and the elected substitute members. The Board of Management of MR AG shall notify all Munich Re group companies of the results of the election in the appropriate manner, which may include notification on the intranet. The Boards of Management of the MR group companies shall advise the employee representative bodies in their companies and the unions that submitted nominations for the elections.

11. Term of office of Supervisory Board members

- 11.1. Supervisory Board members are appointed for a period up to the end of MR AG's Annual General Meeting at which the resolution is passed regarding discharge for the fourth financial year following commencement of the term of office, not counting the financial year in which the term of office begins. The office of substitute member ends at the latest upon expiry of the term of office of the indisposed member of the Supervisory Board. Reappointments are permitted.
- 11.2. An employee representative leaves MR AG's Supervisory Board prior to the end of his term of office if he is no longer in an employment relationship with a Munich Re group company. This shall not apply to external union representatives.
- 11.3. If an employee representative leaves before the end of his term of office, his place on MR AG's Supervisory Board is taken by his appointed personal substitute member.

12. Dismissal and contested elections

- 12.1. An employee or a personal substitute member may be dismissed before the term of office ends. The European Electoral Board is responsible for dismissals in the form of its last composition. Item 9.3 applies mutatis mutandis. Entitlement to apply for such dismissal is based on the respective national provisions; in the absence of such provisions, Article 26 para. 1 MgVG applies mutatis mutandis. If a member of the Supervisory Board is in serious breach of his duties, he shall be dismissed. Otherwise Article 103 of the German Stock Companies Act applies.
- 12.2. The election of an employee representative or personal substitute member on the Supervisory Board may be contested if material provisions relating to the electoral law, eligibility or electoral procedure have been infringed and no rectification has ensued unless the results of the elections could have been neither altered nor affected by the infringement. The respective national legal provisions shall apply with regard to entitlement to apply. The European Electoral Board and MR AG's Board of Management are also entitled to make such application. Contestation of the elections shall be lodged with at least one member of the arbitration tribunal within a month of the European Electoral Board's appointment resolution. A decision on contestation of the election shall be made by the arbitration tribunal. Within a month of the arbitration tribunal's decision (at the latest, however, 12 months after the European Electoral Board's appointment resolution) an appeal may

be lodged against it, the Labour Court of Munich having sole jurisdiction. A decision by the arbitration tribunal shall be binding pending the entry into force of the ruling by the Labour Court.

13. Arbitration proceedings

- 13.1. Differences of opinion and disputes relating to the validity and interpretation of this agreement shall, where legally admissible, be finally determined by arbitration tribunal. The appeal may be brought before the arbitration tribunal by the Supervisory Board, the Standing Committee or MR AG's Board of Management. The "**Standing Committee**" is a body made up of the respective employee representatives on MR AG's Supervisory Board.
- 13.2. The arbitration tribunal shall be composed of three arbitrators. One shall be nominated by MR AG's Board of Management (within three months of conclusion of this agreement by a declaration made to the employee representatives on MR AG's Supervisory Board) and one by the SNB and, after conclusion of this agreement, by the Standing Committee (within three months of conclusion of this agreement by a declaration made to MR AG's Board of Management). The two arbitrators shall then appoint a third to be chairman by mutual agreement.
- 13.3. Should the two arbitrators fail to agree on a third within three months of their nomination, the Chairman of the Supervisory Board and his first deputy shall jointly reach a final decision. Should they be unable to agree, the third arbitrator shall be appointed by the Labour Court of Munich.
- 13.4. Decisions by the arbitration tribunal shall be taken by simple majority. The arbitration venue is Munich. The arbitration proceedings shall be in accordance with the Deutsche Institution für Schiedsgerichtsbarkeit e. V. (DIS) arbitration regulations. If conclusion of a separate arbitration agreement with MR AG should be necessary in this connection, the first deputy chairman of MR AG's Supervisory Board is authorised to conclude such agreement.

14. Chairman/Deputies/Board member responsible for personnel and welfare matters

- 14.1. The Supervisory Board shall elect, subject to its right of self-organisation, a chairman and one or more deputy chairmen from among its members for the duration of their term of office on the Supervisory Board. The election of the Chairman and his first deputy shall be made by the Supervisory Board by a majority of two thirds of the members of which it is to consist. The general provisions on requisite majorities shall apply to the election of other deputy chairmen of the Supervisory Board.
- 14.2. If the Chairman of the Supervisory Board or first deputy nominated do not obtain the necessary majority in the election, the election of the Chairman of the Supervisory Board and his first deputy shall be put to a second vote. At that vote, the shareholder members of the Supervisory Board shall elect the Chairman of the

Supervisory Board, and the employee members of the Supervisory Board the first deputy, by a majority of the votes cast in each case.

- 14.3. In the event of a Supervisory Board vote being a tie, should a second vote on the same motion also result in a tie, the Chairman of the Supervisory Board shall have a casting vote. Article 108 para. 3 of the German Stock Companies Act shall also be applied to the casting of the second vote. The deputies have no entitlement to a casting vote.
- 14.4. One member of MR AG's Board of Management is responsible for personnel and welfare matters. He is designated the Board member responsible for personnel and welfare matters. A corresponding provision shall be included in the rules of procedure of MR AG's Board of Management.
- 14.5. The Supervisory Board appoints the members of MR AG's Board of Management in accordance with Article 84 of the German Stock Companies Act by a majority of two thirds of the votes cast. If the requisite majority is not obtained in the initial resolution, the Supervisory Board appoints the members of the Board of Management by a majority of the votes cast. The second resolution shall only be possible following a suitable period of reflection and after the issue shall have been dealt with in the duly competent committee, but is thereafter also possible by written consent in lieu of a meeting. This shall also apply mutatis mutandis to dismissal of a member of the Board of Management in accordance with Article 84 of the German Stock Companies Act.

15. Rights and duties of the members of the Supervisory Board

- 15.1. The employee representatives on MR AG's Supervisory Board have the same rights and duties as the shareholder representatives.
- 15.2. All members of the Supervisory Board undertake to preserve the confidentiality of all confidential consultations and confidential information and company secrets, and in particular not to disclose any operational and business secrets. They shall use the available encryption techniques for the communication of confidential information by electronic mail. Confidentiality shall also be ensured if colleagues or experts are consulted. This is permissible only and only insofar as necessary for the fulfilment of tasks.
- 15.3. The employee representatives shall be released from their professional duties in order to carry out their respective activities as members of MR AG's Supervisory Board with no reduction in their remuneration insofar as this is necessary for the due execution of their functions as employee representatives (including attending MR AG's Annual General Meeting and training and educational events relating to additional development needs in connection with Supervisory Board activities).
- 15.4. The employee representatives shall, where possible, prepare for each meeting of the Supervisory Board at a preliminary meeting. The Board of Management shall – if its presence is desired and in the event of its attendance at the meeting – be represented as a rule by the Chairman of the Board or the Board member responsible for personnel and welfare matters.
- 15.5. The working language on the Supervisory Board is German. Each employee representative may – where necessary – request interpretation of meetings of MR

AG's Supervisory Board and of the respective preliminary meetings of the employee representatives and an English translation of the meeting agenda. MR AG shall bear the costs of interpretation and translation.

16. Reopening negotiations

16.1. In the following cases, negotiations on employee co-determination on the Supervisory Board shall be reopened at the behest of MR AG or the Standing Committee (by a resolution passed by the majority of its members):

- a) In the event of structural changes being planned at MR AG liable to reduce employees' participatory rights.
- b) In the event of plans to transfer MR AG's registered office to another member state.
- c) In the event other fundamental re-structuring of the Group is planned, such as the disposal of the majority of MR AG's shares in ERGO Versicherungsgruppe AG to a party external to the Group.
- d) In the event of the establishment of a European Staff Council at Munich Re group level.
- e) In the event the current co-determination ceases at ERGO Versicherungsgruppe AG (including the ERGO Versicherungsgruppe AG subsidiaries).
- f) In the event of any material change in the distribution of the number of employees employed in Germany and abroad. If fewer than 50% of all Munich Re group employees are employed in Germany, this shall primarily constitute a material change.
- g) In the event of a reduction in MR AG's Supervisory Board to fewer than 20 seats.

16.2. If negotiations are reopened, they shall be conducted between MR AG's Board of Management and the Standing Committee. This task shall pass from the Standing Committee to the "Standing Committee of the European Electoral Board" as soon as it shall have been established. If agreement is not reached in such negotiations, this agreement shall apply until a new or amended agreement shall have been concluded. The right to terminate the agreement in accordance with Item 17 shall not be affected.

17. Notice of cancellation/period in force

17.1. This agreement may be terminated subject to 12 months' notice in writing to the relevant end of the term of office of the Supervisory Board, for the first time to the date of the 2014 Annual General Meeting. MR AG's Board of Management, the Standing Committee and, following establishment thereof, the Standing Committee of the European Electoral Board shall be entitled to give notice of termination. Where notice of termination is not given, this agreement shall be extended by five years in each case.

- 17.2. The Standing Committee and, following establishment thereof, the Standing Committee of the European Electoral Board, and MR AG's management may pass amendments to this agreement during the period for which it is in force.
- 17.3. Following notice of termination, MR AG's management and – once constituted – the European Electoral Board (in the form of its last composition) shall open negotiations on a new agreement with an earnest intent to reach an accord. The Standing Committee of the European Electoral Board may conduct the negotiations for the European Electoral Board. Should no new agreement have been reached on participation by the end of the period of notice, this agreement shall be effective until a new or amended agreement shall have been concluded. The mandate of the employee representatives to MR AG's Supervisory Board ends only upon expiry of the term of office for which they have been elected.

18. Selection of Supervisory Board members for the forthcoming term of office

- 18.1. This agreement shall apply for the first time to the election of the employee representatives on MR AG's Supervisory Board whose term of office commences on the date of the Annual General Meeting 2009, with the proviso that the employee representatives on MR AG's Supervisory Board for the 2009 term of office that commences on the date of the 2009 AGM shall be selected by the SNB. The seats shall be allocated as follows: nine seats shall be allocated to the Federal Republic of Germany, one seat to Spain.
- 18.2. The SNB herewith appoints the following six Supervisory Board employee representatives:
- Herbert Bach
 - Peter Claußen
 - Silvia Müller
 - Marco Nörenberg
 - Reinhard Pasch
 - Andrés Ruiz Feger (substitute member: Rita Mazzarella)
- 18.3. The election of the union and senior executive representatives shall be held in MR AG's Group Staff Council in accordance with the **St.Laguë**/Schepers procedure. Those elected there shall be members of MR AG's Supervisory Board as employee representatives as of expiry of the 2009 MR AG Annual General Meeting. Their names shall be entered in Annex 2 to this agreement.
- 18.4. The Chairman of the Special Negotiating Body and his two deputies shall be authorised to supplement this agreement with the requisite information on the members so elected and to sign this agreement on behalf of the Special Negotiating Body, their signatures being legally binding.

19. Concluding provisions

- 19.1. This agreement shall be governed by the laws of the Federal Republic of Germany to the exclusion of provisions specifying that a different law applies.
- 19.2. Amendments, addenda or substitutions to this agreement must be made in the written form and expressly refer to this agreement in order to be effective. This shall also apply to waivers of the requirement regarding the written form.
- 19.3. If provisions of this agreement shall be or become in full or in part null and void, non-effective or non-executable, the effectiveness of the other provisions shall not be affected thereby. This shall apply in particular, if and insofar as individual provisions of this agreement shall infringe mandatory law, irrespective of the importance or significance of the contractual provision to the agreement. In place of the null and void, non-effective or non-executable regulation, such regulation shall apply as agreed that by place, time, extent and scope shall be closest to that intended by the contracting parties by the null and void, non-effective or non-executable provision. This shall also apply mutatis mutandis to any omissions.

20. Entry into force of the agreement

This agreement enters into force when the merger of MRI with MR AG is registered. The Supervisory Board shall be constituted on the basis of this agreement following conclusion of the status procedure in accordance with Article 96 ff of the German Stock Companies Act.

Annex 1

Definitions:

“**MR group employees**” are employees of the MR group companies in the member states of the European Union and EEA in which the MR Group has employees.

“**Employee representative body**” means, in Germany, any body representing the employees in accordance with the Works Constitution Act (Staff Council, General Staff Council, Group Staff Council or a representative body constituted in accordance with Article 3 para. 1 nos. 1–3 of the Works Constitution Act) and, outside Germany, any body within a Munich Re group company that represents the interests of the employees vis-à-vis management.

“**ERGO Group**” means ERGO Versicherungsgruppe AG and its direct and indirect subsidiaries.

“**Member states**” see definition in Item 2.1.

“**Munich Re group**” means MR AG and its direct and indirect subsidiaries within the meaning of Article 2 para. 3 of the Law on the Statute of the European Company (SEBG) within the member states.

“**Munich Re group companies**” means the companies of the Munich Re group.

“**SEAG**” means the law implementing Council Regulation (EC) No 2157/2001 of 8 October 2001 on the Statute for a European company (SE) (SE implementation law).

“**SEBG**” means the law on the participation of employees in a European company.

“**Standing Committee**” means a committee composed of the respective employee representatives on MR AG’s Supervisory Board.

“**Standing Committee of the European Electoral Board**” see definition in Item 6.9.

The “**St.Lagué/Schepers procedure**” (or Webster’s method) is a highest averages method wherein the number of votes cast for different lists or candidates is divided by 1, 3, 5, 7, etc. (i.e. odd numbers) to determine the apportionment of mandates to different candidates or lists and award the seats respectively to the lists or candidates that secure the highest resulting quotients.

Annex 2

The following persons have been elected by the Group Staff Council in accordance with Item 18.3:

- Christian Fuhrmann (substitute member: Irmgard Hagen)
- Dina Bösch
- Frank Fassin
- Richard Sommer