## **THE HIGH COURT**

IN THE MATTER OF

THE ASSURANCE COMPANIES ACT 1909, THE INSURANCE ACT 1989 AND EUROPEAN UNION (INSURANCE AND REINSURANCE) REGULATIONS 2015 (EACH AS AMENDED)

AND IN THE MATTER OF

A PROPOSED TRANSFER OF INSURANCE BUSINESS FROM CNP EUROPE LIFE DESIGNATED ACTIVITY COMPANY TO CNP PARTNERS DE SEGUROS Y REASEGUROS S.A.

_	(ACTING THROUGH ITS ITALIAN BRANCH)
	SCHEME

for the transfer of insurance business for the purposes of the Assurance Companies Act 1909, the Insurance Act 1989 and the European Union (Insurance and Reinsurance) Regulations 2015 (each as amended), produced on 15 May 2020

#### THIS SCHEME RECORDS THAT

#### **RECITALS**

- A. CNP Europe Life Designated Activity Company ("CEL") is a designated activity company limited by shares which was incorporated in Ireland on 19 April 1999 under company number 305512 under the company name Forethought Life International Limited. It became known as CNP Europe Life Limited, on 6 April 2009 and became known by its current name CNP Europe Life Designated Activity Company on 18 July 2016. It has its registered office at 33 Sir John Rogerson's Quay, Dublin 2, Ireland and principal place of business at Alexandra House, The Sweepstakes, Ballsbridge, Dublin 4, Ireland. The sole shareholder of CEL is CNP Assurances S.A. ("CNP Assurances") (being a company incorporated in France) which holds 3,809,314 ordinary shares of €1.00 each. CEL is part of the CNP Assurances Group, of which CNP Assurances (having its shares listed and traded on the Euronext Paris) is the ultimate parent.
- B. CEL is authorised by the Central Bank pursuant to the 2015 Regulations to carry on life insurance business in the following classes: Class I (life assurance and contracts to pay annuities on human life, but excluding Classes II and III); Class III (contracts linked to investment funds); Class IV (permanent health insurance contracts); and Class VI (capital redemption operations). This authorisation remains in full force and effect.
- C. CNP Partners De Seguros Y Reaseguros S.A. ("CNP Partners") is a company limited by shares which was incorporated in Spain on 28 March 1978 under company number A28534345. It has its registered office and principal place of business at Carrera de San Jerónimo, nº 21 28014-Madrid, Spain. CNP Partners is a subsidiary of CNP Assurances S.A.
- D. CNP Partners is authorised by the DGSFP to carry on life insurance business in the following classes: 00 Life; 01 Accidents; 02 Health/Illness; 16 Financial Loss. This authorisation remains in full force and effect.
- E. Pursuant to the Consolidated Life Directive (2002/83/EC) (which has since been repealed by the

Solvency II Directive) CEL underwrote insurance business from its Dublin head office in respect of commitments located in certain other European Union Member States on a freedom of services basis. CEL has ceased effecting new contracts of insurance since October 2014. In this regard, as and from then, it has been closed to new business and is therefore in run-off.

- F. The Board of Directors of CEL has approved the draft Scheme, subject to the requirements of the Central Bank, the Italian Regulator and the sanction of the Court.
- G. The Board of Directors of CNP Partners has approved the draft Scheme, subject to the requirements of the Central Bank, the Italian Regulator and the sanction of the Court.
- H. It is intended that CNP Partners should acquire three in-force single premium portfolio bond unit linked contracts issued by CEL from CEL with effect as and from the Effective Date and in accordance with the terms and conditions set out in this Scheme.
- On 4 March 2020, CEL notified the Central Bank of the terms of this Scheme in accordance with Regulation 41 of the 2015 Regulations.
- J. CEL and CNP Partners hereby agree to appear by Counsel on the hearing of the Petition to sanction this Scheme and have undertaken to be bound by the Scheme and to take all reasonable steps (including the execution of documents) which may be necessary or expedient to give effect to the Scheme.

#### THIS SCHEME THEREFORE PROVIDES AS FOLLOWS:-

#### 1. INTERPRETATION

1.1 In this Scheme the following expressions bear the meanings specified opposite them:

1909 Act	The Assurance Companies Act 1909;
1989 Act	The Insurance Act 1989;
2015 Regulations	European Union (Insurance and Reinsurance) Regulations 2015 (S.I. 485 of 2015) as amended by the European Union (Insurance and Reinsurance) (Amendment) Regulations 2017 (S.I. 384 of 2017) (being the statutory instruments which transposes the Solvency II Directive into Irish law);
Central Bank	the Central Bank of Ireland (or any successor agency or agencies thereto) and/or such other governmental, statutory or other authority as shall from time to time exercise supervisory powers in relation to life insurance business in Ireland;
Court	The High Court of Ireland;
Data Controller	Has the meaning ascribed to it in the Data Protection Legislation;
Data Protection Legislation	The Data Protection Acts 1988 to 2018, the Data Protection Directive 95/46/EC, the General Data

	Protection Regulation (EU) 2016/679, the European Communities (Electronic Communications Networks And Services) (Privacy And Electronic Communications) Regulations 2011, the ePrivacy Directive 2002/58/EC and all applicable laws and regulations relating to the processing of personal data in force at any time including those laws and regulations in force prior to the Effective Date and, where having the force of law, the guidance and codes of practice issued by the Data Protection Commission, the European Data Protection Board, and, to the extent applicable, other supervisory authorities and in each case their respective predecessors and successors;
DGSFP	the Dirección General de Seguros y Fondos de Pensiones (or any successor agency or agencies thereto) and/or such other governmental, statutory or other authority as shall from time to time exercise supervisory powers in relation to life insurance and reinsurance business in Spain;
Effective Date	The time and date when this Scheme shall become operative in accordance with paragraph 3.1.1 of this Scheme;
Encumbrance	Any claim, charge, mortgage, lien, option, equitable right, power of sale, pledge, hypothecation, retention of title, right of pre-emption, right of first refusal or other third party right or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing;
Excluded Assets	All property, rights, powers and assets of CEL other than the Transferring Business and the Records;
Excluded Liabilities	any claims, demands, actions, suits, settlements, proceedings, losses, damages, liabilities, costs, interest, penalties and expenses of the Transferor, including in respect of Taxation, whether suffered or incurred directly or indirectly save for the Transferring Liabilities;
Independent Actuary	Brian Morrissey of KPMG (Ireland), the independent actuary appointed to report on the terms of the Scheme, or any successor appointed to report on the same;
Ireland	The Republic of Ireland;
Irish Transfer Laws	Section 13 of the 1909 Act, Section 36 of the 1989 Act and Regulation 41 of the 2015 Regulations;

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Italian Regulator or IVASS	Istituto per la Vigilanza sulle Assicurazioni (or any successor agency or agencies thereto) and/or such other governmental, statutory or other authority as shall from time to time exercise supervisory powers in relation to life insurance and reinsurance business in Italy;	
Long Stop Date	The date which falls 18 months after the date of the Portfolio Transfer Framework Agreement (or such other date as the Parties may agree in writing from time to time);	
Order	An order made by the Court pursuant to Section 13 of the 1909 Act sanctioning the Scheme and any order (including any subsequent order, which is ancillary thereto) in relation to this Scheme made by the Court pursuant to Section 36 of the 1989 Act;	
Personal Data	Has the meaning ascribed to it in the Data Protection Legislation;	
Policyholder Data	All Personal Data processed by CEL prior to the Effective Date relating to the Transferring Policies;	
Portfolio Transfer Framework Agreement	The portfolio transfer framework agreement, dated 19 February 2020, entered into between CEL and CNP Partners;	
Proceedings	Any action or other legal or administrative proceedings or step (whether direct or indirect, by way of a claim, demand, legal proceedings, execution of judgement, arbitration, complaint or otherwise howsoever) including:	
	(a) arbitration;	
	(b) mediation;	
	(c) any other dispute resolution procedure (wether or not it involves submission to any court); or	
	(d) any judicial, quasi-judicial, administrative or regulatory review or process, including any claim or complaint to an ombudsman;	
Records	To the extent that such data, files and information are maintained or controlled by or on behalf of CEL for use principally in connection with the operation of the Transferring Business and which are in the possession, custody or control of the Transferor or	

	held on its	behalf, the books records and	
	correspondence	ce relating to the Transferring Business	
	including (with	out prejudice to the generality of the	
	foregoing) policy slips, policy wordings, underwriting		
	cards, certifica	ates of insurance, policy renewal or	
	cancellation do	ocuments, claims information, reserving	
		n, reinsurance information, books of	
		cial information and other accounting	
	· ·	ch case whether stored in electronic or	
	`	nat) (other than the Retained Records);	
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Residual Asset	Any property o	r other rights falling within the definition	
Noordan Alboot	of Transferring	Assets:	
	(a)	in respect of which the Court has declined to order the transfer to CNP Partners under the Irish Transfer Laws;	
	(b)	where CEL and CNP Partners agree in writing that the transfer of such property should be delayed or that such property should not be transferred at all;	
	(c)	which is outside the jurisdiction of the Court or in respect of which its transfer pursuant to an order of the Court is not recognised by the laws of the jurisdiction in which the property is situated; or	
	(d)	which cannot be transferred or vested in CNP Partners for any other reason;	
Residual Liability	Any liability w Transferring A	vhatsoever of CEL in respect of the ssets:	
	(a)	that is attributable to or connected with a Residual Asset and arises at any time before the Subsequent Transfer Date applicable to that Residual Asset;	
	(b)	in respect of which the Court has declined to order the transfer to CNP Partners under the Irish Transfer Laws;	
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	(c)	where CEL and CNP Partners agree in writing that the transfer of such property should be delayed or such property should not be transferred at all;
	(d)	which is outside the jurisdiction of the Court or in respect of which its transfer pursuant to an order of the Court is not recognised by the laws of the jurisdiction in which the property is situated;
	(e)	which cannot be transferred to or vested in CNP Partners for any other reason;
Retained Records	Any accounting	g and financial and other records of the
	Transferor rel	ating to the Transferring Business,
	which the Tra	insferor is required by law to retain,
	including such	records as may be required pursuant
	to the Taxes (	Consolidation Act 1997 and the Value
		onsolidation Act 2010, and which will
	fulfil all the follo	owing requirements:
	(a) (b)	Will be enough for the purpose of managing the Transferring Business in a due form once the Transfer is completed; and Will be fully readable by the Transferee;
	cost the resp Records (inclu- accessible for compulsory	e Transferor shall assume at his own consibility for making the Retained ding such as are original records) fully the Transferee for the time it will be due to any legal and /or compliance cting the Transferee;
Scheme	any modification	n its original form or with or subject to on, addition or condition which may be posed by the Court;
Solvency II Directive	Directive 2009	/138/EC (as amended);
Subsequent Transfer Date		ny Residual Asset or Residual Liability, r the Effective Date on which such

	Residual Asset or Residual Liability is or is to be transferred to CNP Partners;	
Tax or Taxation	All forms of taxation, duties, impositions and levies whether of Ireland, Italy, Spain or elsewhere, including income tax, corporation tax, corporate profits tax, advance corporation tax, capital gains tax, capital acquisitions tax, residential property tax, wealth tax, value added tax, dividend withholding tax, deposit interest retention tax, customs and other import and export duties, excise duties, stamp duty, capital duty, social insurance, social welfare or other similar contributions and other amounts corresponding thereto and all penalties, charges, costs and interest relating thereto payable in Ireland;	
Tax Authority	Any taxing or other authority (whether within or outside Ireland) competent to impose any charge to Tax;	
Transferring Assets	All the assets of CEL relating to the Transferring Policies as at the Effective Date comprising:  (a) the Transferring Policies and the rights and powers of CEL under or by virtue of the Transferring Policies;  (b) the Transferring Reserves; and  (c) the Records.	
Transferring Business	The Transferring Policies, including all rights and powers of CEL under or by virtue of the Transferring Policies, the Transferring Assets and the Transferring Liabilities;	
Transferring Liabilities	The entire amount of all debts, liabilities and obligations (whether actual, future or contingent and whether known or unknown at the Effective Date) owed or to be performed by the Transferor to the Transferring Policyholders or third parties arising of or in connection with the Transferring Policies or the Transferring Assets other than the Excluded Liabilities and, until the Subsequent Transfer Date, the Residual Liabilities;	
Transferring Policies	Three in-force single premium portfolio bond unit linked contracts classed by CEL as being part of its run-off unit linked portfolio as at the Effective Date. The three in-force single premium portfolio bond unit linked contracts classed by CEL as being part of its run-off unit linked portfolio at the date of this Agreement are listed at Schedule 1 hereto and CEL	

	and CNP Partners acknowledge and agree that to the extent an in-force contract becomes out of force between the date of this Scheme and the Effective Date, that contract shall not constitute a "Transferring Policy" notwithstanding that it is listed in Schedule 1 hereto;
Transferring Reserves	The amount of the reserves held by CEL in respect of the Transferring Polices as at the Effective Date in accordance with the Portfolio Transfer Framework Agreement.

- 1.2 In this Scheme (including the Schedule hereto):
  - 1.2.1 words and expressions shall, save where the context otherwise requires, have the meanings set out in clause 1.1;
  - 1.2.2 liabilities include liabilities, duties and obligations of every description (whether present or future, actual or contingent). Rights, benefits and powers include rights, benefits and powers of every description (whether present or future, actual or contingent);
  - 1.2.3 the word "including" is to be construed as not importing any limitation;
  - 1.2.4 the headings used are for convenience only and shall not affect its interpretation;
  - 1.2.5 any references to legislation shall:
    - (a) be to Irish legislation, unless otherwise stated, and
    - (b) include a reference to any legislation subordinate to such legislation;
  - 1.2.6 references to books, records or other information means books, records or other information in any form, including paper, electronically stored data, magnetic media, film and microfilm.
- 1.3 Any reference in this Scheme to an enactment, a statutory provision or any subordinate legislation shall be deemed to include a reference to that enactment, statutory provision or subordinate legislation as amended, replaced or re-enacted from time to time and to any instrument or order made from time to time under such enactment, statutory provision or subordinate legislation.
- 1.4 Any words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

- Any reference to a person shall be construed as a reference to any individual, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing. Any reference to a person includes his successors, personal representatives and permitted assigns.
- 1.6 Unless the context otherwise requires, any references in this Scheme to a clause or sub-clause shall be a reference to a clause or sub-clause of this Scheme, and any reference in a clause to a sub-clause shall be a reference to a sub-clause of that clause.

#### 2. TRANSFER OF INSURANCE BUSINESS

- 2.1 Transfer of the Transferring Business
  - 2.1.1 On and with effect from the Effective Date, the Transferring Business shall by the Order and without any further act or instrument, be transferred to and be vested in CNP Partners in accordance with this Scheme.
  - 2.1.2 Subject to the provisions of the Scheme, every person who immediately prior to the Effective Date is a holder of or is otherwise party to a Transferring Policy shall on and from the Effective Date become entitled in substitution of any rights enforceable by or available under a Transferring Policy against CEL to the same right or rights against CNP Partners and the obligations of every such person shall on and after the Effective Date become enforceable (so far as still subsisting) by CNP Partners in place of CEL. CNP Partners shall carry out, perform and complete all of the terms and conditions of the Transferring Policies.

## 2.2 Transfer of the Transferring Assets

- 2.2.1 On and with effect from the Effective Date, the Transferring Assets shall, by the Order and without any further act or instrument, be transferred to and be vested in CNP Partners subject to all Encumbrances (if any) affecting such Transferring Assets.
- 2.2.2 CNP Partners shall accept without investigation, requisition, or objection such title as CEL shall have at the Effective Date to the Transferring Assets and the Transferring Business.
- 2.2.3 No Residual Assets or Residual Liabilities or Excluded Assets or Excluded Liabilities shall be transferred to or vested in CNP Partners under or by virtue of the terms of the Scheme.

- 2.2.4 If, by reason of it being outside or not subject to the jurisdiction of the Court or for any other reason, the unconditional transfer to CNP Partners as and from the Effective Date of any Transferring Asset (or interest therein) cannot be effected by order of the Court pursuant to Section 36 of the 1989 Act, CEL shall be obliged to take such action as CNP Partners may reasonably require, before or after the Effective Date to remove any impediment to the transfer of such asset or property to CNP Partners and to secure the transfer to CNP Partners of such asset. If for any reason, any of the Transferring Assets shall not be effectively and legally transferred on the Effective Date to CNP Partners as provided for in this Clause 2.2, then CEL shall hold such asset as trustee for CNP Partners and shall be subject to CNP Partners's directions in respect thereof until the relevant asset is transferred to or otherwise vested in CNP Partners.
- 2.2.5 CEL (or CNP Partners as successor to CEL) and CNP Partners (on its own account) shall execute (including in escrow) such documents and take such action as may be required (including without limitation, obtaining any required consent or waiver) as and when appropriate to effect or perfect the transfer to CNP Partners of any Transferring Asset to which paragraph 2.2.4 applies. Each of CEL and CNP Partners hereby undertakes to take such action and to execute such documents as may be required as and when appropriate to effect or complete the transfer to CNP Partners of any of the Transferring Assets to which paragraph 2.2.4 applies.
- 2.2.6 In the event of any payment purportedly being made to or right purportedly being conferred upon CEL after the Effective Date in respect of any of the Transferring Assets, then, without prejudice to any right, title, obligation or liability of CNP Partners, CEL shall immediately inform CNP Partners in writing of any payment made or right conferred and the amount of such payment shall as soon as is reasonably practicable after its receipt be paid over to without set-off or deduction of any kind, or such right (if in freely transferrable form) shall be transferred to, or in accordance with, the directions of CNP Partners.
- 2.2.7 Without prejudice to the generality of paragraph 2.2.6, any sums payable to CEL by any person in respect of the Transferring Policies on or following the Effective Date shall on and after the Effective Date be payable to CNP Partners.
- 2.3 Transfer of the Transferring Policies
  - 2.3.1 In addition to the provisions of Clause 2.2, on and with effect from the Effective Date, CNP Partners shall, by the Order and without any further act or

instrument, be entitled to all the rights, benefits and powers, and be subject to all the obligations and liabilities of CEL whatsoever subsisting on the Effective Date under or by virtue of the Transferring Policies and all such rights, benefits and powers shall be vested in CNP Partners.

- 2.3.2 Every person who immediately prior to the Effective Date is a holder of or is otherwise party to a Transferring Policy shall, from and after the Effective Date, in substitution for any liability or obligation owed thereunder to CEL, be under the same liability or obligation to CNP Partners and shall become entitled, to the exclusion of any rights which he may have had against CEL under any of the Transferring Policies, to the same rights against CNP Partners as were available to him against CEL under such Transferring Policy.
- 2.3.3 To the extent that they arise, all premiums and other amounts attributable or referable to the Transferring Policies shall on and after the Effective Date be payable to CNP Partners and shall be receivable and received by CNP Partners and every person who is a holder of or party to any of the Transferring Policies shall be liable to CNP Partners for any outstanding, further or additional premiums or other sums attributable or referable to the Transferring Policies as and when the same become due and payable.
- 2.3.4 CNP Partners shall be entitled to any and all defences, claims, counterclaims and rights of set-off under or in respect of the Transferring Policies which would have been available to CEL.
- 2.3.5 All references in any Transferring Policy to CEL, the board of directors of CEL, or any other officers, employees or agents of CEL shall from and after the Effective Date be read as references to CNP Partners, the board of directors of CNP Partners, or any other officers, employees or agents of CNP Partners or, where appropriate, agents of CNP Partners to which the administration carried on by CNP Partners has been delegated. In particular, but without limitation, all rights and/or duties exercisable or expressed to be exercisable or responsibilities to be performed by CEL, the board of directors of CEL, or any other officers, employees or agents of CEL in relation to any of the Transferring Policies shall, from and after the Effective Date be exercisable or required to be performed by CNP Partners, the board of directors of CNP Partners or any other officers, employees or agents of CNP Partners.

## 2.4 Transfer of the Transferring Liabilities

On and with effect from the Effective Date, the Transferring Liabilities shall, by the Order and without any further act or instrument, be transferred to and become liabilities of CNP Partners and shall cease to be liabilities of CEL.

## 2.5 Continuity of Proceedings

- 2.5.1 On and with effect from the Effective Date, any Proceedings which are pending by or against CEL in connection with the Transferring Business shall be continued by or against CNP Partners and CNP Partners shall be entitled to all defences, claims, counterclaims and rights of set-off that would have been available to CEL in relation to any such proceedings.
- 2.5.2 On and with effect from each Subsequent Transfer Date, all actual and potential Proceedings by or against CEL in connection with the Residual Assets or the Residual Liabilities shall be continued by or against CNP Partners, and CNP Partners shall be entitled to all defences, claims, counterclaims and rights of set-off that would have been available to CEL in relation to such Residual Assets and Residual Liabilities.
- 2.5.3 To the extent that any actual or potential Proceedings do not transfer to CNP Partners pursuant to paragraph 2.5.1, on and from the Effective Date, CNP Partners shall be entitled to direct CEL as to the conduct of all such Proceedings and CNP Partners shall have full authority (with authority to subdelegate) to act on behalf of CEL in respect of any such proceedings.
- 2.5.4 In any event, CNP Partners in its absolute discretion, may determine to discontinue after the Effective Date any Proceedings which have been brought by or against CEL.

## 3. GENERAL PROVISIONS

### 3.1 Effective Date

- 3.1.1 Subject to paragraph 3.1.2, this Scheme shall become operative at 00.01 hours (Irish Time) on 1 September 2020;
- 3.1.2 Notwithstanding paragraph 3.1.1, this Scheme shall not become operative on the Effective Date unless:
  - (a) prior thereto, any necessary consents and / or non-objections from the Central Bank, the DGSFP, and/or the Italian Regulator have been obtained in a form acceptable to CEL and CNP Partners;

- (b) in the event that the Court imposes a modification of or addition to this Scheme or any further conditions or provisions affecting same before the Effective Date, CEL and CNP Partners consent to such modification, addition or condition before the Effective Date.
- 3.1.3 Notwithstanding the foregoing, if by the Long Stop Date the sanction of the Court shall not have been obtained for this Scheme, this Scheme shall irrevocably lapse and cease to have effect and any assets to which Clause 2.2 of this Scheme applies shall, subject to any obligations imposed by the 2015 Regulations, then be freely disposable of by CEL.

#### 3.2 Data Protection

- 3.2.1 On and with effect from the Effective Date, the Records (being the books and records relating to the Transferring Business) which may include Policyholder Data protected under the Data Protection Legislation, shall be transferred to CNP Partners (such that CNP Partners shall be deemed to be the Data Controller of the Policyholder Data from the Effective Date), and may be used by CNP Partners for, and disclosed by CNP Partners to, and used by, any agent or contractor of CNP Partners to the same extent that they were used by CEL and its agents or contractors prior to the transfer for all purposes in connection with the Transferring Business including, in particular, administration thereof and all matters relevant or incidental thereto;
- 3.2.2 To the extent that authority has been given to CEL in connection with a Transferring Policy by a policyholder thereto or by any other relevant person, whether pursuant to the Data Protection Legislation or otherwise, such authority shall, on or after the Effective Date, be deemed to have been given to CNP Partners.

## 3.3 Implementation

- 3.3.1 On the Effective Date, CEL will provide CNP Partners with the Records recorded by CEL at the Effective Date.
- 3.3.2 CEL and CNP Partners will co-operate in order to ensure the efficient transfer of the administration of the Transferring Business and CEL shall take all reasonable steps to facilitate such transfer.

#### 3.4 Modifications or Additions

CEL and CNP Partners may jointly consent for and on behalf of themselves and all other persons concerned to any modification or addition to this Scheme or to any further condition or provision affecting the same which the Court may approve.

## 3.5 Costs and Expenses

In accordance with clause 7.11 of the Portfolio Transfer Framework Agreement, CEL shall bear all costs and expenses (including those of the Transferee) incurred in connection with (i) the preparation, negotiation and execution of this Agreement, (ii) the Court, regulatory, actuarial and other processes which will be undertaken to effect the Transfer in accordance with the terms of this Agreement, (iii) any notarisation fees, stamp duties, registration fees or registration taxes; and (iv) any related interest or penalties arising as a result of this Agreement or of any of the other Transaction Documents or the transfer of the Transferring Business. This shall include (but not be limited to) all advisor costs of the Transferee, Court fees, counsel fees, independent actuary fees and advertisement / publication fees.

## 3.6 No Third Party Rights

Nothing in the Scheme shall confer or purport to confer on any third party any benefit or the right to enforce any term of this Scheme.

## 3.7 Successor and Assigns

This Scheme will bind and enure to the benefit and successor and assigns of each of CEL and CNP Partners.

### 3.8 Governing Law

This Scheme shall be governed by and construed in accordance with the laws of Ireland.

## Schedule 1 to the Scheme

# **Transferring Policies**

Transferring Policy number
09512402
09534957
09511205

# **THE HIGH COURT**

Record No. 2020 No. 144/COS
THE HIGH COURT
IN THE MATTER OF
CNP EUROPE LIFE DESIGNATED ACTIVITY COMPANY
AND IN THE MATTER OF
CNP PARTNERS DE SEGUROS Y REASEGUROS S.A. (ACTING THROUGH ITS ITALIAN BRANCH)
AND IN THE MATTER OF
THE ASSURANCE COMPANIES ACT 1909, THE INSURANCE ACT 1989 AND THE EUROPEAN UNION (INSURANCE AND REINSURANCE) REGULATIONS 2015 (EACH AS AMENDED)
SCHEME