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Bestyrkt kopia

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datum: 21 juli 2026

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PORTFOLIO TRANSFER AGREEMENT

by and between

Nordea Livförsäkring Sverige AB (publ)

and

Euro Accident Livförsäkring AB

THIS PORTFOLIO TRANSFER AGREEMENT (the "**Agreement**") is entered into and made between:

(1) **Nordea Livförsäkring Sverige AB (publ)**, a limited liability company duly incorporated and registered under the laws of Sweden, Swedish registration number 516401-8508, 105 71 Stockholm, Sweden ("**NLP-SE**"); and

(2) **Euro Accident Livförsäkring AB**, a limited liability company duly incorporated and registered under the laws of Sweden, Swedish registration number 516401-6783, Svärdvägen 3A, 182 33 Danderyd, Sweden ("**EAL**").

The parties under (1) – (2) above are hereinafter referred to individually as a "**Party**" and jointly as the "**Parties**".

1. BACKGROUND AND PURPOSE

1.1 EAL is engaged in insurance activities pursuant to the Swedish Insurance Business Act (SFS 2010:2043) (Sw. *Försäkringsrörelselagen*) holding licenses in various insurance classes issued by the financial supervisory authority in Sweden (Sw. *Finansinspektionen*) ("**Finansinspektionen**").

1.2 NLP-SE is engaged in insurance activities pursuant to the Swedish Insurance Business Act (SFS 2010:2043) (Sw. *Försäkringsrörelselagen*) holding licenses in various insurance classes issued by Finansinspektionen.

1.3 NLP-SE and EAL are also parties to an existing insurance distribution agreement (the "**Insurance Distribution Agreement**"), pursuant to which NLP-SE distributes certain insurance products on behalf of EAL.

1.4 EAL wishes to assume and NLP-SE wishes to transfer all existing and terminated occupational as well as private owned disability insurances (Sw. *näringsidkarpension*) and all occupational and private owned waiver of premium insurance, survival benefit insurances in NLP-SE irrespective of inception year (the "**Portfolio**"), by way of a transfer of portfolio (Sw. *försäkringsbeståndsöverlåtelse*) pursuant to the Swedish Insurance Business Act (the "**Transaction**"). All insurances in the Portfolio are individual personal insurances (Sw. *individuell personförsäkring*).

1.5 The Parties acknowledge and agree that the Transaction shall not solely by reason of the Transaction, place any policyholder, insured person or beneficiary in a materially less favourable position. Accordingly, from the Effective Date (as defined below), EAL shall perform and administer the policies in the Portfolio in its capacity as insurer.

1.6 A portfolio extract identifying, on a product level, the insurance products and categories of insurance intended by the Parties to form part of the Portfolio as at the date of this Agreement is attached hereto as Appendix 3 (the "Portfolio Extract").

2. MIGRATION PLAN

2.1 The Parties shall, no later than ninety (90) business days after the signing of this Agreement, jointly prepare and in the Steering Committee agree upon a detailed migration plan (the "**Migration Plan**") setting out the technical, operational and administrative activities required to effect the transfer of the Portfolio. The Migration Plan shall include, at a minimum:

(i) a description of each activity required to prepare for and complete the transfer of the Portfolio, including data migration, testing and validation of transferred records;

(ii) a timeline with key milestones and target completion dates for each activity, distinguishing between activities to be completed prior to the Effective Date and activities to be completed after the Effective Date as part of the Transitional Services;

(iii) the allocation of responsibilities between the Parties for each activity;

(iv) acceptance criteria and testing procedures to verify the completeness and accuracy of migrated data and records;

(v) a risk register identifying key risks to the migration and corresponding mitigation measures; and

(vi) a communication plan for internal and external stakeholders, including policyholders where required.

2.2 The Migration Plan shall be reviewed and approved by the Steering Committee established pursuant to Section 9.

3. TRANSFER

3.1 Subject to the conditions precedent in Section 14 being fulfilled, NLP-SE hereby transfers and assigns to EAL and EAL hereby accepts the transfer and assignment of the Portfolio, as per the Effective Date. The Transaction includes the transfer of the Portfolio including all past and existing risks, liabilities, obligations (including, but not limited to, regulatory reporting and customer communication obligations), rights and interest (or, if not all insurances are transferrable, all legally transferrable insurances in the Portfolio). From the Effective Date, EAL shall have sole operational responsibility for administration of the Portfolio, including claims handling, complaints handling and customer communications.

3.2 The Parties shall, as outlined in the Insurance Business Act have a joint responsibility for obtaining any necessary approvals to the Transaction from Finansinspektionen or any other relevant regulatory authority prior to the Effective Date. If the approval of any other regulatory authority becomes relevant, Section 14.1(iii) shall be extended to include the consent also of such other regulatory authority.

3.3 As per the Effective Date, in accordance with the Migration Plan, NLP-SE shall transfer, to the Portfolio, records and materials that are needed for the management of the Portfolio, including but not limited to information needed for accounting, compliance and administration of the Portfolio, to EAL. In addition to the above and subject to approval by Finansinspektionen of the Transaction pursuant to 14.1 iii, relevant records and materials related to claims and claim reserves shall be transferred to EAL in a reasonable time before the Effective Date, as outlined in the Migration Plan.

3.4 NLP-SE shall, as soon as reasonably possible after the Effective Date, deliver to EAL an extract of all insurances comprised in the Portfolio (the **"Portfolio Extract"**). The Portfolio Extract shall set out the policies in the Portfolio as of the day immediately prior to the Effective Date, and for each insurance policy, set

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out: the personal or organisation identification number, the type of insurance, and whether the policy is in force or cancelled.

3.5 The Transfer encompasses a number of technical and operational activities within the operations of both Parties. The Parties agree that the majority of these technical and operational activities shall, subject to the approval by Finansinspektionen of the Transaction and approval by any other relevant regulatory authority of the Transaction, be completed prior to the Effective Date of the Transaction, while a limited number of activities will be carried out thereafter to ensure that policyholders, insured persons and beneficiaries are not adversely affected by the Transaction (**the "Transitional Services"**). The Transitional Services shall be provided by NLP-SE from the Effective Date in accordance with and subject to the terms set out in the transitional services agreement in the agreed form attached hereto as Appendix 2 **(the "TSA")**.

3.6 For the avoidance of doubt, nothing in this clause shall be construed as limiting or delaying the transfer of responsibility pursuant to this Agreement or Chapter 14, paragraph 12 of the Swedish Insurance Business Act (Försäkringsrörelselagen) to EAL as of the Effective Date.

3.7 If, after the Effective Date, either Party receives any amount, asset, record, claim, complaint or other item which belongs to the Portfolio pursuant to this Agreement, NLP-SE shall promptly notify EAL and, as soon as reasonably practicable, transfer or account for the same to EAL. EAL shall accept and process such item.

3.8 The detailed operating procedures for claims payments in transit, i.e. ongoing claims payments from the Portfolio, reopened claims, claims files, and service levels has been set out between the Parties and shall be included in the Migration Plan.

3.9 From the Effective Date, the insurances comprised in the Portfolio shall be administered and managed by EAL and NLP-SE in accordance with the terms of the Insurance Distribution Agreement. For the avoidance of doubt, the transfer of the Portfolio pursuant to this Agreement does not affect the Parties' respective rights and obligations under the Insurance Distribution Agreement, which shall continue to apply to the transferred insurances in accordance with its terms.

4. THE AMOUNT TRANSFERABLE AND PAYMENT MECHANISM

4.1 Prior to the Effective Date, NLP-SE shall calculate, as per 30 November 2026, the aggregate of the claims reserves, which shall include IBNR, RBNS, IBNER and the reserve for loss adjustment expenses (Sw. *skadebehandlingsreserv*), for the Portfolio (the "Preliminary Reserve"). NLP-SE shall promptly notify EAL in writing of the Preliminary Reserve upon completion of such calculation.

4.2 NLP-SE shall transfer to EAL an amount equal to one hundred per cent (100%) of the Preliminary Reserve (the "Advance Payment") no later than five (5) Business Days after to the Effective Date. The Advance Payment shall be made to EAL's bank account ACCOUNT NUMBER: 8169-5, 693881334-9 IBAN:SE2980000816956938813349 with Swedbank. The receipt of the Advance Payment shall be confirmed by EAL without undue delay but no later than one

(1) Business Day after the Advance Payment has been credited to the nominated bank account.

4.3 NLP-SE shall calculate, as per the day immediately prior to the Effective Date, the aggregate of the claims reserves, which shall include IBNR, RBNS, IBNER and the reserve for loss adjustment expenses (Sw. skadebehandlingsreserv), for the Portfolio (the "Amount Transferable"). The Amount Transferable and Preliminary Reserve shall be based on the same calculation models and principles as set out in NLP-SE's FTB (Sw. Försäkringstekniska beräkningsunderlag) that were used to determine the aggregate of the claims reserves as per 31 December 2025, which the Parties have agreed amounted to MSEK 72. NLP-SE shall submit a statement of account for the Amount Transferable to EAL for review within twenty (20) Business Days of the Effective Date. The statement of account shall be prepared in reasonable detail and shall include such supporting information, data and breakdowns as are reasonably necessary for EAL to assess the calculation and verify that the Amount Transferable has been determined in accordance with the agreed calculation models and principles set out in NLP-SE's FTB.

For the avoidance of doubt, the Amount Transferable may be subject to upward or downward adjustments as a result of medical certificates (Sw. sjukintyg) that are received after the relevant calculation date or that are not received at all. NLP-SE shall notify EAL of any such adjustments as soon as reasonably practicable after the relevant medical certificates have been received or, as applicable, after it has been determined that such certificates will not be received.

4.4 NLP-SE shall perform the calculation based on information available in its records and systems as of the relevant date. To the extent additional information is reasonably required from EAL, EAL shall provide such information without undue delay following a reasonable request by NLP-SE. NLP-SE shall not be in breach of any obligation or timeline under Section 4 to the extent that any delay in the submission of the statement of account is attributable to EAL's failure to provide such information within a reasonable time following NLP-SE's request.

4.5 Potential EAL comments to the statement of account referred to in Section 4.3 shall be provided by EAL to NLP-SE within twenty (20) days from the receipt of such statement. Any disagreement between the Parties relating to the Amount Transferable shall first be settled between the Parties' accounting departments. In case such disagreement cannot be settled by those departments, it shall be escalated and settled in accordance with Section 9.5 below. If no comments are provided by EAL within the said twenty (20) day period, EAL shall have no right to object to the Amount Transferable.

4.6 As a risk premium for the reserves, NLP-SE shall pay to EAL, as part of the Final Payment, as defined below, an amount corresponding to ten per cent (10%) of the Amount Transferable (the "Risk Premium"). The Risk Premium shall serve as a first-loss buffer in the settlement mechanism set out in Section 4.6: to the extent the Advance Payment exceeds the Amount Transferable, the excess shall be set off against the Risk Premium before any refund obligation arises for EAL. For the avoidance of doubt, the Risk Premium is calculated exclusively on the

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Amount Transferable as determined per the day immediately prior to the Effective Date and does not apply to the Preliminary Reserve or the Advance Payment.

4.7 NLP-SE shall pay to EAL the final payment (the "Final Payment") within five (5) Business Days from the earlier of (i) EAL's written acceptance of the statement of account for the Amount Transferable provided pursuant to Section 4.3, and (ii) the expiry of the period for EAL to provide comments pursuant to Section 4.5 without any such comments having been provided. The Final Payment shall be calculated as follows: **Final Payment = Amount Transferable + Risk Premium –** Advance Payment. If the Final Payment is a positive amount, NLP-SE shall pay such amount to EAL within the period set out above. If the Final Payment is a negative amount, EAL shall refund NLP-SE within the same five (5) Business Day period.

4.8 The Final Payment shall be made to EAL's bank account ACCOUNT NUMBER: 8169-5, 693881334-9 IBAN:SE2980000816956938813349 with Swedbank. or, in case of the Risk Premium being insufficient to cover any shortfall in full, EAL **shall pay to NLP SE's bank account** 253830-4, IBAN: SE8895000099602602538304, SWIFT: NDEASESS with Nordea Bank Abp.

4.9 The receipt of the Final Payment shall be confirmed by EAL without undue delay but no later than three (3) Business Days after the Final Payment has been credited to the nominated bank account.

5. VALUE ADDED TAX

5.1 **The parties agree that the "market value" of the portfolios at the time of the** transaction will be assessed to 0 SEK. No output Swedish VAT amount can therefore be charged by NLP.

5.2 Should the transaction be subject to review by the Swedish Tax Authority and the value of the transferred portfolios be assessed to something else than 0 SEK, NLP reserve the right to charge output VAT (25%) retroactively on the Risk Premium received by EAL in such case.

5.3 In case of such eventualities, any extra cost related to non-deductible input VAT for EAL should not affect the agreed (or by the Tax Authority assessed) remuneration for the portfolios in question between the parties.

6. EFFECTIVENESS' OF TRANSFER

6.1 The transfer and assignment of the Portfolio shall become effective on 1 January 2027, at 00.00 hours (the "**Effective Date**") provided that the conditions in Section 14.1 below have been fulfilled. For the avoidance of doubt, notwithstanding any registration by the Swedish Companies Registration Office (Sw. *Bolagsverket*) on a different date, the effective date of the Transaction and assignment between the Parties shall be the Effective Date, or

6.2 If due to pending regulatory approval as mentioned in Section 14.1(iii) of this Agreement, the Portfolio cannot be transferred on the Effective Date, the Effective Date shall mean the first day of the month at 00.00 hours immediately following the month during which the approval according to Section 14.1(iii) is acquired, and relevant calculations and amounts under this Agreement shall be adjusted accordingly to reflect such revised Effective Date. Reserves should reflect the position immediately prior to the Effective Date.

7. PERMISSION OF THE TRANSFER, ETC.

7.1 Pursuant to Chapter 14 § 4 of the Swedish Insurance Business Act, NLP-SE shall notify the Swedish Companies Registration Office (Sw. *Bolagsverket*) of the shareholders' meeting resolution, cf. Section 14.1(ii) below. When permissions to the transfer have been granted as referred to in Section 14.1(iii) below, EAL shall submit a notification regarding the transfer to the Swedish Companies Registration Office for registration as required in Chapter 14 § 12 of Swedish Insurance Business Act. After the Effective Date, EAL shall inform each insured of the transfer as set forth in Chapter 14 § 13 of Swedish Insurance Business Act.

7.2 Both Parties shall, as soon as it is practicable after the signing of this Agreement submit an application for permission of the transfer of portfolio to Finansinspektionen pursuant to the Swedish Insurance Business Act.

7.3 Cooperation in Relation to regulatory authority interactions

(i) The Parties shall cooperate in good faith and in a timely manner in connection with all interactions with Finansinspektionen and any other competent regulatory authority relating to the Transaction, including but not limited to the preparation and submission of applications, notifications, filings, and responses to requests for information or supplementary documentation.

(ii) Each Party shall promptly provide the other Party with such information, data, documents, and assistance as may reasonably be required to prepare, submit, or supplement any application, notification, or filing to a regulatory authority in connection with the Transaction.

(iii) Neither Party shall, without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned, or delayed), make any material submission to, or enter into any material commitment or undertaking with, a regulatory authority in connection with the Transaction that could reasonably be expected to affect the other Party's rights or obligations under this Agreement or the terms of the Transaction.

(iv) Each Party shall promptly inform the other Party of any material communication received from a regulatory authority in connection with the Transaction, including any request for information, indication of concern, condition, objection, or decision, and shall provide the other Party with a reasonable opportunity to review and comment on any proposed response before submission.

(v) In the event that a regulatory authority imposes conditions, requirements, or undertakings as a prerequisite for granting approval of the Transaction, the Parties shall discuss such conditions in good faith and use reasonable endeavours to agree on how to satisfy them. Neither Party shall be obliged to accept any condition that would materially and adversely affect its business, financial position, or regulatory standing.

(vi) The obligations under this Section 7.3 shall apply from the date of this Agreement until the later of (a) the date on which all regulatory approvals required for the Transaction have been obtained, and (b) the completion of any post-approval regulatory process relating to the Transaction.

8. DUE DILIGENCE PROCESS

8.1 EAL has been given the opportunity to conduct a due diligence examination of the Portfolio for the purpose of providing EAL with the legal, financial, tax and commercial basis for evaluation of the Transaction (the "**Due Diligence Process**").

8.2 During the Due Diligence Process NLP-SE has provided EAL with access to relevant information regarding the Portfolio, including the final Portfolio Extract. The Due Diligence Process has been completed to the satisfaction of EAL. The Due Diligence Process has been executed through a virtual data room, the structure and contents of which are set out in the data room index attached hereto as Appendix 1 (**the "Data Room** Index"), containing the names of the folders and number of documents and information listed therein (the "Data Room").

8.3 The Parties acknowledge that the Data Room will be closed for amendments on 07.07.2026, 00.00 hours (the **"Data Room Cut-Off Time"**).

8.4 Any matter fairly disclosed in the Data Room prior to the Data Room Cut-Off Time shall be deemed disclosed for the purposes of this Agreement.

8.5 Each Party has been given the opportunity to download a complete copy of the Data Room as of the Data Room Cut-Off Time and acknowledges that it has secured such copy for its records.

9. GOVERNANCE

9.1 Parties have established a steering committee for handling certain matters and the planning and execution of the Transaction (**the "Steering Committee**)

9.2 The Steering Committee shall oversee the planning and execution of the Transaction and, from and including the Effective Date, the provision of the Transitional Services under the TSA.

9.3 Role of the Steering Committee — The Steering Committee shall:

review and approve the Migration Plan and any amendments thereto;

oversee the execution of the Transaction and the provision of the Transitional Services;

review and approve any change orders under the TSA;

monitor compliance with the service levels and timelines set out in the TSA;

serve as the primary forum for escalation and resolution of operational issues between the Parties; and

address such other matters as the Parties may agree.

9.4 Contact Persons — Each Party shall designate a primary contact person (the "Project Manager") who shall be responsible for the day-to-day coordination of matters arising under this Agreement and the TSA. The Project Managers shall be the first point of contact for all operational matters and shall report to the Steering Committee.

9.5 Escalation — Any dispute or issue arising in connection with this Agreement or the TSA that cannot be resolved by the Project Managers within five (5) business days shall be escalated to the Steering Committee. If the Steering Committee is unable to resolve the matter within ten (10) business days, it shall be escalated to the senior management of each Party (at CEO level or equivalent). If the matter is not resolved within a further fifteen (15) business days, either Party may invoke the dispute resolution mechanism set out in Section 20.

9.6 Reporting — Each Party shall provide the Steering Committee with:

progress reports on the Transaction, including status against milestones, identified risks, and remedial actions; and

such other reports as the Steering Committee may reasonably request.

9.7 The composition of the Steering Committe is determined jointly by the Parties. Binding decisions in the Steering Committe require presence by both Parties and unanimous decisions. An agenda shall be issued and minutes shall be kept for each meeting. Minutes from meetings where Steering Committe made decisions, shall be signed by both Parties through two representatives in the Steering Group, one appointed by each Party.

10. WARRANTIES

10.1 NLP-SE warrants as of the date of this Agreement:

that NLP-SE has all powers to enter into and to perform its obligations under this Agreement, which, when executed, will constitute binding obligations on NLP-SE in accordance with its terms;

that the information and documents regarding the Portfolio disclosed in the Data Room and reviewed by EAL during the Due Diligence Process are, in all material respects, true and accurate and not misleading as at the date on which such information or documents were provided, and that no material information necessary for EAL's assessment of the Portfolio has been omitted;

that the Portfolio, to the knowledge of NLP SE, is and has been, managed in compliance with applicable laws and regulations;

that NLP-SE is not aware of any incident or event having occurred or due to occur which would or reasonably could be expected to lead to a deterioration of the turnover or profitability of the Portfolio;

that, to the best of NLP-SE's knowledge, the transferred Portfolio reserves have been calculated in accordance with generally accepted actuarial methods and standards applicable at the time of calculation, provided that no warranty is given as to the adequacy or sufficiency of such reserves for any particular purpose or as at any date other than the date of calculation;

that NLP-SE has communicated to EAL all information which is known to NLP-SE **and which a reasonable person would find relevant for a prudent purchaser's** evaluation of the transfer of the Portfolio:and

that NLP-SE has, and shall maintain, sufficient resources to immediate support EAL upon request, including outside of ordinary office hours, during the implementation of the Migration Plan, so as to ensure that the Migration Plan can proceed without delay attributable to resource or prioritisation constraints on the part of NLP-SE.

10.2 For the avoidance of doubt, no warranty is given as to future profitability, future claims development, future lapse, future premium volumes, future tax treatment, future reserving development, or any matter fairly disclosed in the Data Room or otherwise known to EAL;

10.3 EAL acknowledges that it has conducted its own due diligence and is entering into this Agreement in reliance on its own assessment except as expressly set out in this Agreement.

10.4 EAL warrants as of the date of this Agreement:

that EAL has all powers to enter into and to perform all obligations under this Agreement which, when executed, will constitute binding obligations on EAL in accordance with its terms; and

that EAL shall duly comply with all the relevant legislation and regulations as well **as the industry's best practises relating to the Portfolio.** EAL undertakes to serve and treat the policyholders, insured and beneficiaries of the Portfolio fairly and in accordance with applicable legislation and the Insurance Distribution Agreement

that EAL has, and shall maintain, sufficient resources to immediate support NLP-SE upon request, including outside of ordinary office hours, during the implementation of the Migration Plan, so as to ensure that the Migration Plan can proceed without delay attributable to resource or prioritisation constraints on the part of EAL.

that EAL has and shall maintain sufficient financial resources, including adequate own funds and solvency capital, to meet the obligations arising from the Portfolio in accordance with the requirements of the Swedish Insurance Business Act, Solvency II (Directive 2009/138/EC as implemented in Swedish law) and any applicable regulations and guidelines issued by Finansinspektionen;

that EAL holds all licences, permits and authorisations required under applicable law and regulation (including from Finansinspektionen) to carry on insurance business in the classes relevant to the Portfolio, and that such licences, permits and authorisations are in full force and effect and not subject to any conditions, restrictions, pending revocations or investigations that could materially affect EAL's ability to perform its obligations under this Agreement;

that, as of the date of this Agreement, EAL is not aware of any pending or threatened regulatory investigation, enforcement action, sanction or proceeding by Finansinspektionen or any other competent authority that could reasonably be expected to have a material adverse effect on EAL's ability to assume and administer the Portfolio; and

that EAL shall ensure that the Portfolio is administered in compliance with applicable laws and regulations, and in a manner that does not materially adversely affect the rights of policyholders as a result of the transfer.

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11. HOLD HARMLESS / LIMITATION OF LIABILITY

11.1 Unless in case of gross negligence or intent, neither Party shall be liable to the other Party for any indirect damages including, but not limited to, loss of profit of any nature.

11.2 After the Effective Date, EAL shall hold NLP-SE harmless with regard to any and all claims brought against NLP-SE with reference to the insurances in the Portfolio.

11.3 Subject to Section 11.2, if NLP-SE has deleted relevant information relating to insurance policies before the expiry of the applicable statute of limitations, and this results in or contributes to a claim, loss, liability for EAL, NLP-SE shall hold EAL harmless.

11.4 The warranties set out in Section 10 shall survive for a period of eighteen (18) months from the Effective Date (the "**Warranty Period**"). No claim may be brought by either Party in respect of any warranty unless written notice of such claim, specifying in reasonable detail the nature of the claim and, to the extent reasonably practicable, the amount claimed, is given to the other Party on or before the expiry of the Warranty Period.

11.5 No Party shall be liable in respect of any individual claim (or a series of related claims arising from substantially the same facts or circumstances) under this Agreement unless the amount of such claim (or aggregated related claims) exceeds SEK 50 000 (the "**De Minimis Amount**"), in which case the full amount of such claim shall be recoverable and not merely the excess. The limitations set out in this Clause 11.5 shall not apply in the event of fraud or wilful misconduct.

11.6 No Party shall be liable in respect of any claim or claims under this Agreement unless the aggregate amount of all claims that individually exceed the De Minimis Amount exceeds SEK 500 000 (the "**Basket**"), in which case the claiming Party shall be entitled to recover the full amount of such claims and not merely the excess over the Basket. The limitations set out in this Clause 11.6 shall not apply in the event of fraud or wilful misconduct.

11.7 The maximum aggregate liability of each Party in respect of all claims under this Agreement shall not exceed an amount equal to the Risk Premium (the "**Liability Cap**"). For the avoidance of doubt, the Liability Cap shall not apply to claims arising from fraud or wilful misconduct.

11.8 In respect of any claim under this Agreement: (i) the claiming Party shall take all reasonable steps to mitigate any loss or damage; (ii) no Party shall be entitled to recover more than once in respect of the same loss or damage; (iii) no claim shall lie to the extent that the matter giving rise to such claim was fairly disclosed in the Data Room; and (iv) the amount of any claim shall be reduced by any amount actually recovered by the claiming Party from any third party (including under any insurance policy) in respect of the matter giving rise to such claim, net of reasonable costs of recovery.

12. CONFIDENTIALITY

12.1 Each Party shall treat as strictly confidential (i) the contents of this Agreement and the negotiations preceding it, (ii) the trade secrets and proprietary and other non-public information of the other Party and such Party's business obtained in connection with the negotiations regarding the Agreement and the Transaction contemplated herein, and (iii) with respect to NLP-SE, any information pertaining to the Portfolio (collectively, **the "Confidential Information"**). For the avoidance of doubt, Confidential Information shall include all information (whether written, oral, electronic or in any other form) disclosed by or on behalf of one Party to the other Party in connection with this Agreement, the TSA or the Transaction, including but not limited to technical, financial, commercial, operational, and policyholder-related information.

12.2 Each Party shall (i) implement and maintain appropriate technical and organisational measures to protect Confidential Information against unauthorised access, use, alteration, loss or disclosure, and (ii) use the Confidential Information solely for the purposes of performing its obligations and exercising its rights under this Agreement and any agreement entered into in connection herewith, and not for any other purpose. If a Party becomes aware of any unauthorised use or disclosure of Confidential Information, it shall promptly notify the other Party and take all necessary steps to stop and remediate the unauthorised use or disclosure and mitigate adverse effects.

12.3 Confidential Information does not include information which a Party can demonstrate by contemporaneous written records: (a) is or becomes publicly available other than through a breach of this Section 12; (b) was lawfully in such Party's possession without restriction before disclosure by the other Party; (c) is lawfully received from a third party who is not known to such Party to be in breach of any confidentiality obligation; or (d) is independently developed by such Party without use of or reference to the other Party's Confidential Information.

12.4 This Section 12 shall not prevent disclosure of Confidential Information to the extent required by applicable law, regulation, stock exchange rules or a competent authority or court order, provided that (to the extent legally permissible) the receiving Party: (i) gives the other Party prompt written notice of the requirement; (ii) discloses only the minimum Confidential Information required; and (iii) reasonably cooperates (at the other Party's cost) to seek confidential treatment, protective orders or other appropriate remedies. However, such notification requirement shall not apply to any disclosure made to any auditor, competent supervisory or regulatory authority in any jurisdiction during the ordinary course of its supervisory or regulatory function.

12.5 Notwithstanding anything to the contrary in this Agreement, each Party may disclose Confidential Information to its respective Affiliates, group companies and their respective directors, officers, employees, professional advisers, auditors and consultants, in each case on a need-to-know basis and provided that such persons are bound by obligations of confidentiality no less onerous than those set out in this Section 12.

12.6 Upon expiry or termination of this Agreement, each Party shall, at the request of the other Party, promptly return or destroy all Confidential Information in its possession or control (including all copies), save to the extent that retention is required by applicable law or regulation, or by a Party's internal compliance or record-keeping policies. A Party retaining Confidential Information pursuant to this provision shall continue to be bound by the obligations of this Section 12 in respect of such retained information.

12.7 The obligations under this Section 12 shall survive the expiry or termination of this Agreement without limitation in time.

13. COST AND EXPENSES

13.1 The Parties shall bear their own costs and expenses incurred in connection with this Agreement and the Transaction, including costs for permission of transfer.

14. CONDITIONS PRECEDENT FOR THE TRANSFER

14.1 This Agreement has been negotiated in good faith and is conditioned upon:

(i) the approval by the board of directors of NLP-SE of this Agreement and the Transaction;

(ii) **the approval of the Transaction at a shareholders' meeting in** NLP-SE, (as provided in Chapter 14 § 2 of Swedish Insurance Business Act); and

(iii) the permission by Finansinspektionen of the Transaction pursuant to the Swedish Insurance Business Act;

14.2 If the approvals referred to in Section 14.1 (i)-(ii) above are not given within forty (40) business days from the date of this Agreement, the permissions referred to in 14.1(iii) are denied (cf. Section 14.3 below) and this Agreement shall become null and void and of no further force and effect, except for the provisions in Section 12 (Confidentiality) and Section 20 (Governing Law and Disputes) which shall survive without limitation, and none of the Parties shall be responsible for costs and losses incurred by the other Party hereunder; provided that nothing in this Section shall be deemed to release any Party from any liability for any breach by such Party of the provisions of this Agreement.

14.3 Should the permissions referred to in 14.1(iii) not have been granted within 18 months from the date of this Agreement, the Parties shall meet without undue delay and decide what measures and actions the Parties shall undertake jointly in order to ensure the granting of the required approvals. If the Parties fail to reach such an agreement within 30 (thirty) business days, this Agreement shall become null and void as set forth in Section 14.2 above.

14.4 Each Party will use its best efforts to take all necessary actions under applicable law and regulation to ensure that the Transaction is consummated in accordance with the terms of this Agreement, including NLP-SE and EAL respectively executing and delivering such documents in order to obtain the necessary approvals and to take any such other actions as may be desirable or necessary for the consummation of the Transaction.

15. AMENDMENTS AND NOTICES

15.1 All amendments or changes to this Agreement must be in writing and be signed by both Parties in order to be valid.

15.2 Any notice required or permitted to be given under this Agreement shall be made in writing and shall be addressed as set out below or to such other person and address as the recipient may designate by notice given in accordance with the provisions of this clause.

15.3 Any notices shall be validly delivered for the purposes of this Agreement only if delivered by e-mail, courier or certified letter.

15.4 Notices are deemed to have been received by a Party, provided that a copy is mailed to the e-mail address given in Section 15.5 or 15.6:

(i) where delivered by a courier, upon delivery;

(ii) where sent by certified letter, five (5) business days after dispatch. Notices shall be addressed as follows; or

(iii) where sent by e-mail, upon receipt of a delivery confirmation or, in the absence thereof, on the next business day after dispatch, provided that the e-mail is sent to the e-mail address specified in Section 15.5 or 15.6.

15.5 In the case of notices addressed to NLP-SE:

Address:	105 71 Stockholm Sweden
For the Attention of:	, CEO
E-mail address:	ninni.franceschi@nordea.com

15.6 In the case of notices addressed to EAL:

Address:	Svärdvägen 3a 182 33 Danderyd
For the Attention of:	Fredrik Bergström, CEO
E-mail address:	fredrik.bergstrom@euroaccident.com

16. ASSIGNMENT

16.1 The rights and obligations of the Parties under this Agreement may not be assigned or transferred, in whole or in part, to a third party without the prior written approval of the other Party, which may be withheld at their absolute discretion.

17. SEVERABILITY

17.1 If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form a part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected, provided that the remaining terms of the Agreement shall be reasonably adjusted to redress any imbalance caused by such unenforceability.

18. WAIVER

18.1 Any omission by either Party to exercise its rights and remedies under this Agreement on any occasion shall not constitute a waiver of such rights and remedies on other occasions.

19. HEADINGS

19.1 Headings in this Agreement are for convenience only and shall not affect the interpretation of the Agreement.

20. GOVERNING LAW AND DISPUTES

20.1 This Agreement shall be governed by and construed and enforced in accordance with substantive Swedish law.

20.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "**SCC Institute**"). The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the SCC Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.

20.3 The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover, *inter alia*, all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other Parties. Notwithstanding the above, a Party shall not be prevented from disclosing such information in order to safeguard in the best possible way his rights vis-à-vis the other Parties in connection with the dispute, or if obligated to do so pursuant to statute, regulation, a decision by an authority, a stock exchange agreement or similar.

This Agreement has been executed in two (2) originals, of which the Parties have received one (1) each.

Place:

Date:

EURO ACCIDENT LIVFÖRSÄKRING AKTIEBOLAG

Staffan Johansson

Fredrik Bergström, CEO

Staffan Johansson, Chief Business Area Officer

Place:

Date:

NORDEA LIVFÖRSÄKRING SVERIGE AB (PUBL)

Ninni Franceschi

Mia Henriksson

Ninni Franceschi, CEO

Mia Henriksson, CFO

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PTA Appendix 1 — Data Room Index

This Appendix sets out the folder names of the Data Room referred to in Section 8.2 of this Agreement.

The following folders comprised the Data Room as at the Data Room Cut-Off Time:

- Aktuarie (18 files)
- Bestånd (26 files)
- Produkter (8 files)

PTA Appendix 2 - NLP-SE - EAL Transitional Service Agreement

THIS TRANSITIONAL SERVICES AGREEMENT (the "**TSA**") is entered into and made between:

(1) Nordea Livförsäkring Sverige AB (publ), a limited liability company duly incorporated and registered under the laws of Sweden, Swedish registration number 516401-8508, 105 71 Stockholm, Sweden ("NLP-SE"); and

(2) Euro Accident Livförsäkring AB, a limited liability company duly incorporated and registered under the laws of Sweden, Swedish registration number 516401-6783, Svärdvägen 3A, 182 33 Danderyd, Sweden, ("EAL").

The parties under (1) - (2) above are hereinafter referred to individually as a "**Party**" and jointly as the "**Parties**".

1. BACKGROUND AND PURPOSE

1.1 NLP-SE and EAL have entered into a portfolio transfer agreement (the "Portfolio Transfer Agreement"), pursuant to which certain insurance policies and related liabilities are to be transferred from NLP-SE to EAL in accordance with Chapter 14 of the Swedish Insurance Business Act (Sw. försäkringsrörelselagen) (the "Portfolio Transfer").

1.2 The Portfolio Transfer is subject to regulatory approvals and is intended to become effective as of the effective date specified in the Portfolio Transfer Agreement (the "Effective Date").

1.3 Accordingly, the Parties have agreed that NLP-SE shall, for a limited transitional period following the Effective Date, provide certain transitional services to EAL in order to facilitate an orderly transition of the Portfolio, ensure continuity of service to policyholders, insured persons and beneficiaries.

1.4 This Transitional Services Agreement (the "TSA") sets out the terms and conditions under which such transitional services shall be provided, and is entered into solely to support the implementation of the Portfolio Transfer. Nothing in this TSA is intended to amend, replace or derogate from the Portfolio Transfer Agreement, or to affect the transfer of responsibility for the Portfolio as of the Effective Date.

1.5 For the avoidance of doubt, the responsibility and liability for the insurance risk relating to the Portfolio transfers to EAL as of the Effective Date in accordance with the Portfolio Transfer Agreement and applicable law, irrespective of whether the technical and operational migration of data, systems, and processes has been completed at that time. The Transitional Services provided by NLP-SE under this TSA are provided solely to facilitate the orderly completion of such migration and do not affect or delay the transfer of insurance risk.

1.6 Each Party shall, in connection with the performance of its obligations under this TSA, comply with all applicable laws, regulations, and requirements, including but not limited to the Swedish Insurance Business Act (Sw. försäkringsrörelselagen (2010:2043)), applicable regulations and general guidelines issued by the Swedish Financial Supervisory Authority (Sw.

Finansinspektionen), and any other applicable regulatory requirements relating to the Portfolio.

2. DEFINITIONS

In this TSA, unless the context otherwise requires, the following terms shall have the meanings set out below. Capitalised terms used but not defined in this TSA shall have the meanings ascribed to them in the Portfolio Transfer Agreement.

"**Affiliate**" means, in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party, where "control" means the ownership of more than fifty per cent (50%) of the voting rights or equivalent ownership interest in such entity.

"**Business Day**" means a day (other than a Saturday, Sunday or public holiday) on which banks are generally open for business in Stockholm, Sweden.

"**Data Processing Agreement**" or "**DPA**" means the data processing agreement set out in Schedule 2, entered into by the Parties in accordance with Article 28 of Regulation (EU) 2016/679.

"**Data Protection Legislation**" means Regulation (EU) 2016/679 (the General Data Protection Regulation), the Swedish Data Protection Act (Sw. dataskyddslagen (2018:218)), and any other applicable data protection and privacy laws and regulations in force from time to time.

"**Force Majeure Event**" means any event or circumstance beyond the reasonable control of the affected Party, including but not limited to acts of God, fire, flood, earthquake, epidemic or pandemic, war, terrorism, civil unrest, strikes or industrial action (other than by the affected Party's own employees), failure of utility services or telecommunications networks, or any law, regulation, order, or action of any governmental or regulatory authority, but excluding any event or circumstance resulting from the affected Party's negligence or wilful default.

"**Migration**" means the migration and transfer of all data, records, processes, and operational capabilities relating to the Portfolio from NLP-SE to EAL during the Transitional Period.

"**NLP-SE Personnel**" means the employees, officers, agents, consultants, and subcontractors of NLP-SE or its Affiliates who are engaged in the provision of the Transitional Services.

"**Portfolio**" has the meaning ascribed to such term in the Portfolio Transfer Agreement.

"**Portfolio Data**" means all necessary data, records, documents, and information relating to the Portfolio, including an updated Portfolio Extract, as further described in the Migration Plan.

"**Service Levels**" means the service levels applicable to each Transitional Service as set out in Part A of Schedule 1.

"**Steering Committee**" means the joint governance committee established by the Parties in accordance with Clause 18.

"**Transitional Services**" means the services to be provided by NLP-SE to EAL during the Transitional Period, as described in Part A of Schedule 1.

"**Transitional Period**" means the period commencing on the Effective Date and ending on the date that is [twelve (12)] months after the Effective Date, as may be extended by one or more Extension Periods in accordance with Clause 14.2.

"**Effective Date**", "**Portfolio Transfer**, ", shall have the meanings ascribed to them elsewhere in this TSA.

3. CONDITION PRECEDENT AND ENTRY INTO FORCE

3.1 This TSA is entered into subject to and conditional upon the portfolio transfer contemplated by the Portfolio Transfer Agreement having become effective in accordance with its terms (the "Portfolio Transfer"). If the Portfolio Transfer does not become effective, this TSA shall not enter into force and shall be null and void, and neither Party shall have any obligation hereunder.

3.2 This TSA shall enter into force on the effective date of the Portfolio Transfer as defined in the Portfolio Transfer Agreement (the "Effective Date").

3.3 The obligations of NLP-SE to provide, and of EAL to receive and pay for, the transitional services under this TSA shall arise solely from and including the Effective Date. No Party shall have any rights or obligations under this TSA prior to the Effective Date, notwithstanding the date of execution of this TSA.

3.4 In the event that the Portfolio Transfer Agreement is terminated, lapses or otherwise ceases to have effect prior to the Effective Date, this TSA shall automatically terminate with immediate effect and without liability for either Party.

3.5 For the avoidance of doubt, the entry into force of this TSA and the provision of transitional services hereunder shall not affect or delay the transfer of responsibility for the Portfolio to EAL as of the Effective Date, as set out in the Portfolio Transfer Agreement and applicable law.

4. TRANSITIONAL SERVICES

4.1 NLP-SE shall provide to EAL the transitional services described in Part A of Schedule 1 (the "Transitional Services") during the Transitional Period.

4.2 During the Transitional Period, NLP-SE shall perform the operational and administrative functions set out in Schedule 1 solely as agent of, and on the risk and account of, EAL. NLP-SE shall act in accordance with EAL's reasonable instructions and in compliance with applicable laws and regulations.

4.3 The scope, description, and applicable service levels for each Transitional Service are set out in Schedule 1.

4.4 The Steering Committee shall have the authority to agree on the details of the Service Levels applicable to the Transitional Services, including response times and other operational parameters, to the extent such details are not already specified in Schedule 1. Any such agreement reached by the Steering Committee shall be recorded in writing and shall be binding on both Parties as if set out in Schedule 1, without requiring a formal change order under Clause 4.7.

4.5 NLP-SE shall provide the Transitional Services in a manner consistent with the level of service provided by NLP-SE in respect of the Portfolio prior to the Effective Date.

4.6 NLP-SE shall not be obliged to provide any services to EAL other than the Transitional Services set out in Schedule 1, unless otherwise agreed in writing by the Parties.

4.7 The Parties may, by mutual written agreement, amend, add to, or remove any Transitional Service from Schedule 1. Any such change shall be documented in a written change order signed by both Parties and appended to Schedule 1 in accordance with the template set out in Part B of Schedule 1.

4.8 EAL shall provide NLP-SE with such information, access, and cooperation as NLP-SE may require to enable NLP-SE to provide the Transitional Services.

4.9 For the avoidance of doubt, the Transitional Services do not include claims handling or claims administration services. EAL shall be solely responsible and accountable for the handling and administration of all claims relating to the Portfolio from and including the Effective Date.

5. AMENDMENTS AND WAIVERS

5.1 No amendment, variation, or modification of this TSA (including any Schedule) shall be valid or binding unless it is made in writing and signed by or on behalf of each of the Parties.

5.2 No waiver of any provision of this TSA shall be effective unless it is made in writing and signed by the Party granting the waiver.

5.3 A waiver of any right or remedy under this TSA or by law shall not constitute a waiver of any other right or remedy, nor shall it constitute a continuing waiver unless expressly stated to that effect.

5.4 No failure or delay by a Party in exercising any right, power, or privilege under this TSA shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

6. NOTICES

Any notice, request, demand, or other communication to be given or made under or in connection with this TSA shall be made in accordance with the notice provisions set out in the Portfolio Transfer Agreement, which shall apply mutatis mutandis to this TSA.

7. NO TRANSFER OF BUSINESS OR PERSONNEL

7.1 The Parties acknowledge and agree that nothing in this TSA shall constitute, or be construed as constituting, a transfer of a business or any part of a business from NLP-SE to EAL (or vice versa).

7.2 The NLP-SE Personnel engaged in the provision of the Services shall at all times remain employees of NLP-SE (or its affiliates, as applicable). Nothing in this TSA shall create, or be deemed to create, an employment relationship between EAL and any NLP-SE Personnel.

7.3 Each Party shall bear its own employment-related costs, liabilities, and obligations in respect of its own personnel.

8. OUTSOURCING

EAL shall be solely responsible for assessing whether the Transitional Services constitute outsourcing arrangements under the Solvency II framework (Directive 2009/138/EC) and for ensuring compliance with all applicable regulatory requirements in connection therewith.

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9. GOVERNING LAW AND DISPUTE RESOLUTION

The governing law and dispute resolution provisions set out in the Portfolio Transfer Agreement shall apply to this TSA, mutatis mutandis.

10. FEES AND PAYMENT

10.1 EAL shall not pay any fees to NLP-SE for the provision of the Transitional Services described in Schedule 1. The pricing for the data storage and migration services forming part of the Transitional Services is addressed in and governed by the pricing provisions set out in the Portfolio Transfer Agreement (the "PTA Pricing"). No separate fees shall be payable by EAL under this TSA in respect of such data services.

10.2 Where additional services are agreed between the Parties in accordance with a change order pursuant to Clause 4.7, such change order shall specify and include the pricing applicable to those additional services. EAL shall pay NLP-SE the fees set out in the relevant change order (the "Change Order Fees") in respect of any such additional services.

10.3 EAL shall pay each undisputed invoice in respect of Change Order Fees within thirty (30) days of receipt of a valid and complete invoice from NLP-SE. Payment shall be made in Swedish Kronor (SEK) by bank transfer to such account as NLP-SE may notify to EAL in writing from time to time. NLP-SE shall issue invoices to EAL on a quarterly basis in arrears for any additional services provided pursuant to a change order during the preceding calendar quarter. Each invoice shall contain reasonable detail of the additional services provided and the Change Order Fees payable.

10.4 If EAL fails to pay any undisputed Change Order Fees when due, interest shall accrue on the overdue amount at a rate equal to STIBOR (or any successor reference rate) plus two per cent (2%) per annum, calculated on a daily basis from the due date until the date of actual payment (whether before or after judgment).

10.5 EAL shall be entitled to dispute any invoice for Change Order Fees or part thereof in good faith by giving written notice to NLP-SE within fifteen (15) Business Days of receipt of the relevant invoice, specifying in reasonable detail the grounds for the dispute. The Parties shall use reasonable endeavours to resolve any such dispute promptly. EAL shall pay the undisputed portion of any such invoice in accordance with Clause 10.3.

11. CONFIDENTIALITY

The confidentiality provisions set out in Section 12 (Confidentiality) of the Portfolio Transfer Agreement shall apply to this TSA and to all Confidential Information disclosed by or on behalf of either Party in connection with this TSA and the Transitional Services, mutatis mutandis. Each Party shall comply with such provisions as if references therein to "this Agreement" were references to both the Portfolio Transfer Agreement and this TSA.

12. DATA PROTECTION

12.1 The Parties acknowledge that the provision of the Transitional Services may involve the processing of personal data (as defined in the Data Protection

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Legislation) relating to policyholders, insured persons, beneficiaries, claimants, or other individuals.

12.2 Each Party shall comply with all applicable Data Protection Legislation in connection with the performance of its obligations under this TSA.

12.3 To the extent that NLP-SE processes personal data on behalf of EAL in connection with the Transitional Services, NLP-SE shall be deemed to act as a data processor and EAL shall be deemed to act as the data controller (or as otherwise determined in accordance with the Data Protection Legislation). The terms and conditions governing such processing are set out in the Data Processing Agreement attached as Schedule 2 to this TSA. The Data Processing Agreement forms an integral part of this TSA.

12.4 Without prejudice to Clause 12.3, each Party shall:

(a) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, in accordance with Article 32 of Regulation (EU) 2016/679;

(b) not transfer personal data outside the European Economic Area unless adequate safeguards are in place in accordance with Chapter V of Regulation (EU) 2016/679; and

(c) promptly notify the other Party of any personal data breach (as defined in the Data Protection Legislation) that may affect personal data processed under or in connection with this TSA.

12.5 Each Party shall provide reasonable assistance to the other Party in responding to data subject requests and in complying with its obligations under the Data Protection Legislation in connection with this Agreement.

13. LIABILITY

13.1 Subject to Clause 13.4, the aggregate liability of NLP-SE arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed an amount equal to the total Fees paid or payable by EAL under this Agreement during the twelve (12) month period preceding the event (or first in a series of connected events) giving rise to the relevant claim.

13.2 Subject to Clause 13.4, neither Party shall be liable to the other Party for any indirect, consequential, or special loss or damage, including but not limited to loss of profit, loss of revenue, loss of business, loss of anticipated savings, loss of goodwill, or loss of data, howsoever arising, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if such Party has been advised of the possibility of such loss or damage.

13.3 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party (the "Indemnified Party") from and against all losses, claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising from any third-party claim to the extent caused by or resulting from a breach of this Agreement by the Indemnifying Party.

13.4 Nothing in this TSA shall exclude or limit the liability of either Party for:

(a) fraud or wilful misconduct;

(b) breach of Clause 11 (Confidentiality) or Clause 12 (Data Protection), save that the aggregate liability in respect of such breach shall not exceed MSEK 5; or

(c) any other liability which cannot be limited or excluded under applicable law.

13.5 For the avoidance of doubt, the liability of either Party under this TSA shall be separate from and independent of any liability arising under the Portfolio Transfer Agreement, and nothing in this TSA shall limit or affect any liability of either Party under the Portfolio Transfer Agreement, or vice versa.

14. TERM AND TERMINATION

14.1 This Agreement shall enter into force on the Effective Date and shall continue in force for the duration of the Transitional Period, unless terminated earlier in accordance with this Clause 14 (the "Term").

14.2 The Transitional Period may be extended by mutual written agreement of the Parties for up to two (2) additional periods of three (3) months each (each an "Extension Period"). Any such extension shall be agreed no later than thirty (30) days prior to the expiry of the then-current Transitional Period (or Extension Period, as applicable).

14.3 Either Party may terminate this Agreement at any time by giving written notice to the other Party if:

a) the other Party commits a material breach of any provision of this Agreement and (where such breach is capable of remedy) fails to remedy such breach within thirty (30) days of receipt of written notice specifying the breach and requiring its remedy;

b) the other Party becomes insolvent, enters into administration, liquidation, receivership, or any analogous proceedings, makes an arrangement or composition with its creditors, or ceases to carry on business; or

c) the Portfolio Transfer Agreement is terminated, rescinded, or otherwise ceases to have effect following the Effective Date.

14.4 EAL may terminate any individual Transitional Service listed in Schedule 1 (without terminating this TSA in its entirety) by giving not less than thirty (30) days' prior written notice to NLP-SE, specifying the relevant Transitional Service to be discontinued. Upon expiry of such notice period, NLP-SE's obligation to provide the relevant Transitional Service shall cease, and the Fees payable by EAL shall be adjusted accordingly.

14.5 The Parties may terminate this TSA at any time by mutual written agreement.

14.6 Upon expiry or termination of this TSA for any reason:

a) NLP-SE shall cease to provide, and EAL shall cease to be entitled to receive, the Transitional Services (or the relevant Transitional Service, in the case of partial termination under Clause 14.4);

b) the Parties shall co-operate in good faith to ensure an orderly wind-down and transition of the Transitional Services, including the transfer or return of all data, records, and materials belonging to or relating to EAL or the Portfolio;

c) EAL shall pay to NLP-SE all Fees and other amounts that have accrued and are outstanding as at the date of expiry or termination;

d) each Party shall promptly return or destroy all Confidential Information of the other Party; and

e) the following Clauses shall survive expiry or termination of this TSA and continue in full force and effect: Clause 2 (Definitions), Clause 4 (Transitional Services — to the extent that any claims or disputes relate to actions taken during the Transitional Period), Clause 11 (Confidentiality), Clause 12 (Data Protection), Clause 13 (Liability), Clause 8 (Governing Law and Dispute Resolution), Schedule 2 (Data Processing Agreement), and this Clause 14.6.

15. FORCE MAJEURE

15.1 Neither Party shall be in breach of this TSA or otherwise liable to the other Party for any failure or delay in performing its obligations under this TSA (other than an obligation to make payment) to the extent that such failure or delay is caused by a Force Majeure Event.

15.2 A Party affected by a Force Majeure Event (the "Affected Party") shall:

a) promptly notify the other Party in writing of the nature and extent of the Force Majeure Event;

b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event and to resume performance of its obligations as soon as reasonably practicable; and

c) keep the other Party informed of the status of the Force Majeure Event and the steps being taken to resume performance.

15.3 If a Force Majeure Event continues for a period of more than sixty (60) consecutive days, either Party may terminate this TSA by giving thirty (30) days' written notice to the other Party, without liability to the other Party (save in respect of accrued rights and obligations).

16. GOVERNANCE

16.1 From and including the Effective Date, the Steering Committee shall serve as the Steering Committee for the purposes of this TSA.

16.2 Role of the Steering Committee — The Steering Committee shall:

- oversee the provision of the Transitional Services;
- review and approve change orders under Clause 4.5;
- monitor compliance with the Service Levels and the Migration Plan;
- serve as the primary forum for escalation and resolution of operational issues between the Parties; and
- address such other matters as the Parties may agree.

16.3 Contact Persons — Each Party shall designate a primary contact person (the "Project Manager") who shall be responsible for the day-to-day coordination of the Transitional Services. The Project Managers shall be the first point of contact for all operational matters and shall report to the Steering Committee.

16.4 Escalation — Any dispute or issue arising in connection with the Transitional Services that cannot be resolved by the Project Managers within [five (5)] Business Days shall be escalated to the Steering Committee. If the Steering Committee is unable to resolve the dispute within [ten (10)] Business Days, it shall be escalated to the senior management of each Party (at [CEO/CFO] level or equivalent). If the dispute is not resolved within a further [fifteen (15)] Business Days, either Party may invoke the dispute resolution mechanism set out in Clause 8.

16.5 Reporting — the Parties shall provide the Steering Committee with:

- migration progress reports, including status against milestones, risks, and remedial actions; and
- such other reports as the Steering Committee may reasonably request.

17. MISCELLANEOUS

17.1 Entire Agreement - This TSA (together with the Schedules, Appendices, and other documents referred to herein) constitutes the entire agreement between the Parties in relation to the provision of transitional services and supersedes all previous agreements, understandings, and arrangements between the Parties, whether written or oral, relating to such subject matter. Each Party acknowledges that it has not entered into this TSA in reliance on any representation, warranty, or undertaking that is not expressly set out in this TSA.

17.2 Relationship with the Portfolio Transfer Agreement - This TSA is supplemental to and entered into in connection with the Portfolio Transfer Agreement. In the event of any conflict or inconsistency between the terms of this TSA and the terms of the Portfolio Transfer Agreement, the terms of the Portfolio Transfer Agreement shall prevail.

17.3 Severability - If any provision of this Agreement is or becomes invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity, legality, or enforceability of the remaining provisions of this Agreement, or the validity, legality, or enforceability of such provision in any other jurisdiction. The Parties shall negotiate in good faith to replace any such invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves, to the greatest extent possible, the economic, legal, and commercial objectives of the original provision.

17.4 No Third-Party Rights - This Agreement is made for the benefit of the Parties and their respective successors and permitted assigns, and is not intended to benefit, or be enforceable by, any other person. No person who is not a Party to this Agreement shall have any right to enforce any of its terms.

17.5 Assignment - No Party may assign, transfer, charge, or otherwise dispose of all or any of its rights or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement to an Affiliate, provided that: (a) the assigning Party gives prior written notice to the other Party; (b) the Affiliate assumes all of the assigning Party's obligations under this Agreement; and (c) the assigning Party remains liable for the performance of its obligations under this Agreement.

17.6 Relationship of the Parties - The Parties are independent contractors. Nothing in this TSA shall create, or be deemed to create, a partnership, joint venture, agency relationship, or relationship of employer and employee between the Parties. Neither Party shall have the authority to bind or commit the other Party in any way.

17.7 Counterparts - This TSA may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this TSA by email (including in PDF format) shall be effective as delivery of an original executed counterpart.

TSA SCHEDULE 1 — TRANSITIONAL SERVICES

PART A — SERVICE CATALOGUE

Service 1 —DATA STORAGE AND DATA MIGRATION

Description: NLP-SE shall store, migrate and transfer to EAL all after the Effective Date remaining non-transferred data including updated Portfolio Extract, records, documents, and information relating to the Portfolio (the "Portfolio Data") in accordance with the Migration Plan approved by the Parties in the Portfolio Transfer Steering Committee.

Deliverables/Output: the Portfolio Data necessary to manage and produce reports for the Portfolio.

Service Levels: As set out in the Migration Plan

Duration: From the Effective Date until twelve (12) months after the Effective Date.

PART B — CHANGE ORDER TEMPLATE

Change Order No.: [number] Date: [date] Parties: Nordea Livförsäkring Sverige AB (publ) and Euro Accident Livförsäkring AB

1. Type of change: [Addition / Amendment / Removal]
2. Affected Transitional Service: [Specify service number and name from Part A]
3. Description of change: [Describe the change in detail]
4. Effective date of change: [Date]
5. Impact on Fees (if any): [Describe any adjustment to Fees payable under Schedule 3]
6. Impact on Service Levels (if any): [Describe any adjustment to Service Levels in Part A]
7. Other terms: [Any additional terms applicable to this change]

Signed for and on behalf of NLP-SE: Name: _______________ Title: _______________
Date: _______________

Signed for and on behalf of EAL: Name: _______________ Title: _______________
Date: _______________

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TSA Schedule 2 — DATA PROCESSING AGREEMENT

This Data Processing Agreement ("DPA") is entered into between:

(1) Euro Accident Livförsäkring AB ("Controller" or "EAL"); and

(2) Nordea Livförsäkring Sverige AB (publ) ("Processor" or "NLP-SE"),

(together the "Parties" and each a "Party")

and forms an integral part of the TSA.

1. DEFINITIONS AND INTERPRETATION

1.1 In this DPA, unless the context otherwise requires, capitalised terms shall have the meanings given to them in the TSA. In addition:

"Approved Jurisdiction" means a member state of the European Economic Area, or any other country, territory, or international organisation in respect of which the European Commission has adopted an adequacy decision pursuant to Article 45 of the GDPR.

"Data Subject" means an identified or identifiable natural person to whom Personal Data relates.

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

"Personal Data" means any personal data (as defined in the GDPR) processed by the Processor on behalf of the Controller pursuant to or in connection with the Agreement.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored, or otherwise processed.

"Processing" means any operation or set of operations performed on Personal Data, whether or not by automated means, as defined in Article 4(2) of the GDPR, and "process", "processes", and "processed" shall be construed accordingly.

"Sub-processor" means any third party appointed by the Processor to process Personal Data on behalf of the Controller in connection with the Agreement.

1.2 This DPA shall be interpreted in accordance with the GDPR and the Data Protection Legislation.

2. SCOPE AND DETAILS OF PROCESSING

2.1 This DPA applies to the Processing of Personal Data by the Processor on behalf of the Controller in connection with the provision of the Transitional Services under the TSA.

2.2 The details of the Processing are as follows:

(a) Subject matter and duration: The Processing is carried out in connection with the provision of the Transitional Services as described in Schedule 1 to the Agreement, for the duration of the Agreement (including any Extension Period) and for such additional period as may be necessary to complete any post-termination obligations.

Nature and purpose of the Processing: The Processing is necessary for the administration and management of the Portfolio, including policy administration, customer service, regulatory reporting, and actuarial support, as further described in Schedule 1 to the Agreement.

Types of Personal Data: The Personal Data processed may include: names, addresses, and contact details; dates of birth and national identification numbers; policy numbers and insurance contract details; insurance risk data (including health and medical data, where applicable to the risk insurance portfolio); financial and payment information; employment details (where relevant to group insurance policies); and any other personal data contained in the Portfolio records.

Categories of Data Subjects: The Data Subjects may include: policyholders; insured persons; beneficiaries; family members of the above; and other individuals whose personal data is contained in the Portfolio records.

Special categories of personal data: The Processor acknowledges that the Processing may involve special categories of personal data within the meaning of Article 9 of the GDPR, in particular health data relating to the risk insurance portfolio. The Processor shall apply enhanced security measures to such data as set out in Section 6 of this DPA.

3. OBLIGATIONS OF THE CONTROLLER

3.1 The Controller shall:

(a) ensure that it has a valid legal basis for the Processing of Personal Data and for instructing the Processor to carry out such Processing;

(b) provide the Processor with documented instructions regarding the Processing, including with regard to transfers of Personal Data to a third country or an international organisation;

(c) ensure that the Processing instructions given to the Processor comply with the GDPR and the Data Protection Legislation;

(d) be responsible for ensuring compliance with the information obligations under Articles 13 and 14 of the GDPR vis-à-vis the Data Subjects; and

(e) notify the Processor without undue delay of any changes to the Processing instructions that may affect the Processor's obligations under this DPA.

4. OBLIGATIONS OF THE PROCESSOR

4.1 The Processor shall:

(a) process the Personal Data only on documented instructions from the Controller, including with regard to transfers of Personal Data to a third country or an international organisation, unless required to do so by Union or Member State law to which the Processor is subject, in which case the Processor shall inform the Controller of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest;

(b) ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(c) take all measures required pursuant to Article 32 of the GDPR, as further specified in Section 6 of this DPA;

(d) respect the conditions referred to in Sections 5 and 7 of this DPA for engaging Sub-processors;

(e) taking into account the nature of the Processing, assist the Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the GDPR;

(f) assist the Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of the Processing and the information available to the Processor;

(g) at the choice of the Controller, delete or return all the Personal Data to the Controller after the end of the provision of the Transitional Services, and delete existing copies unless Union or Member State law requires storage of the Personal Data;

(h) make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and this DPA, and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller; and

(i) immediately inform the Controller if, in the Processor's opinion, an instruction from the Controller infringes the GDPR or other Union or Member State data protection provisions.

5. SUB-PROCESSING

5.1 The Controller provides a general written authorisation for the Processor to engage Sub-processors, subject to the conditions set out in this Section 5.

5.2 The Processor shall maintain a list of Sub-processors engaged in the Processing of Personal Data under this DPA, which shall be made available to the Controller upon request. As at the date of this DPA, the approved Sub-processors are: Nordea Bank Abp.

5.3 The Processor shall inform the Controller of any intended changes concerning the addition or replacement of Sub-processors, giving the Controller the opportunity to object to such changes. The Processor shall provide the Controller with at least thirty (30) days' prior written notice of any such change.

5.4 If the Controller objects to a new Sub-processor on reasonable grounds relating to the protection of Personal Data, the Parties shall discuss the Controller's concerns in good faith with a view to achieving a resolution. If no resolution can be achieved, the Controller shall be entitled to terminate the relevant Transitional Service(s) affected by the Sub-processor change, without prejudice to any fees due for services already rendered.

5.5 Where the Processor engages a Sub-processor, the Processor shall:

(a) impose on the Sub-processor, by way of a written contract, the same data protection obligations as set out in this DPA, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the Processing will meet the requirements of the GDPR;

(b) remain fully liable to the Controller for the performance of the Sub-processor's obligations; and

(c) ensure that the Sub-processor agreement provides for the Controller to be a third-party beneficiary of the data protection obligations, or alternatively, that the Controller has equivalent rights to enforce such obligations.

6. SECURITY MEASURES

6.1 The Processor shall implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of the Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

6.2 Such measures shall include, as appropriate:

(a) the pseudonymisation and encryption of Personal Data;

(b) the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services;

(c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;

(d) a process for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing;

(e) measures to ensure that Personal Data is accessible only to authorised personnel on a need-to-know basis;

(f) physical security measures for premises and systems where Personal Data is processed; and

(g) logging and monitoring of access to Personal Data.

6.3 In assessing the appropriate level of security, the Processor shall take account in particular of the risks that are presented by the Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data.

7. PERSONAL DATA BREACH NOTIFICATION

7.1 The Processor shall notify the Controller without undue delay, and in any event within twenty-four (24) hours, after becoming aware of a Personal Data Breach affecting Personal Data processed under this DPA.

7.2 Such notification shall, to the extent possible, include:

(a) a description of the nature of the Personal Data Breach, including where possible the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;

(b) the name and contact details of the Processor's data protection officer or other contact point where more information can be obtained;

(c) a description of the likely consequences of the Personal Data Breach; and

(d) a description of the measures taken or proposed to be taken by the Processor to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

7.3 Where it is not possible to provide all the information referred to in Section 7.2 at the same time, the Processor shall provide the information in phases without undue further delay.

7.4 The Processor shall co-operate with the Controller and take such reasonable steps as the Controller may direct to assist in the investigation, mitigation, and remediation of each Personal Data Breach.

8. INTERNATIONAL TRANSFERS

8.1 The Processor shall not transfer Personal Data to any country or territory outside the European Economic Area unless:

(a) the transfer is to an Approved Jurisdiction;

(b) the Processor has provided appropriate safeguards in accordance with Article 46 of the GDPR, including but not limited to standard contractual clauses adopted or approved by the European Commission; or

(c) a derogation under Article 49 of the GDPR applies.

8.2 The Processor shall promptly inform the Controller of any transfer of Personal Data outside the European Economic Area and provide details of the safeguards relied upon.

9. DATA PROTECTION IMPACT ASSESSMENTS AND PRIOR CONSULTATION

9.1 The Processor shall provide reasonable assistance to the Controller with any data protection impact assessment and any prior consultation with a supervisory authority, in each case as required under Articles 35 and 36 of the GDPR, taking into account the nature of the Processing and the information available to the Processor.

10. AUDIT RIGHTS

10.1 The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in this DPA and the GDPR.

10.2 The Controller (or its authorised representatives) shall have the right to conduct audits and inspections of the Processor's processing activities and facilities, on reasonable notice and during normal business hours, to verify compliance with this DPA. The Processor shall co-operate fully with any such audit or inspection.

10.3 The Controller shall give the Processor at least fifteen (15) Business Days' prior written notice of any audit or inspection, and shall conduct such audit or inspection in a manner that minimises disruption to the Processor's business operations.

10.4 The Processor shall promptly remedy any non-compliance with this DPA identified during an audit or inspection.

11. RETURN AND DELETION OF PERSONAL DATA

11.1 Upon expiry or termination of the TSA (or, in respect of any Transitional Service, upon cessation of that service), the Processor shall, at the Controller's written election:

(a) return all Personal Data to the Controller in a structured, commonly used, and machine-readable format; or

(b) securely delete or destroy all Personal Data (including all copies) in its possession or control,

and shall certify in writing that it has done so, within thirty (30) days of the date of expiry, termination, or cessation (as applicable).

11.2 The Processor may retain Personal Data to the extent required by applicable Union or Member State law, provided that the Processor shall ensure the confidentiality of such Personal Data and shall not process it for any purpose other than compliance with the applicable legal retention requirement.

12. LIABILITY

12.1 The liability of the Parties under this DPA shall be subject to the limitations and exclusions of liability set out in Clause 13 of the TSA, save that nothing in this DPA or the TSA shall limit or exclude liability for breaches of the GDPR to the extent that such limitation or exclusion is not permitted by the GDPR.

13. TERM AND TERMINATION

13.1 This DPA shall come into effect on the Effective Date and shall continue in force for so long as the Processor processes Personal Data on behalf of the Controller in connection with the TSA.

13.2 Sections 7, 10, 11, and 12 of this DPA shall survive termination or expiry of the TSA and this DPA.

14. GOVERNING LAW

14.1 This DPA shall be governed by and construed in accordance with the laws of Sweden.

14.2 Any dispute arising out of or in connection with this DPA shall be resolved in accordance with the dispute resolution provisions set out in the TSA.

Appendix 3

Produktscope – Beståndsöverlåtelse NLP till EA (1/3)

Företagsägd risk

- Alla bolagsformer, enskildfirma/AB mfl
- Ägare såväl som anställda
- Privatägd risk ingår ej i scopet, ägs av NLP efter beståndsöverlåtelsen

Efter beståndsöverlåtelsen ansvarar EA för det levande beståndet såväl som det avslutade beståndet för nedanstående produkter:

- NLP sjukförsäkring (3 M och R – två försäkringar hos NLP blir en hos EA) Finns i två villkorsversioner före och efter 2009-07-01
- NLP premietillskott vid sjukdom/premiebefrielse (två namn på samma produkt). Finns i två villkorsversioner före och efter 2009-07-01
- NLP Familjepension (NLPs namn på den efterlevandepension som ska överlåtas). Finns endast en villkorsversion som är aktiv.

Fastabelopp och villkor (2/3)

Fastabelopp

Löneföljsamma försäkringar som av någon anledning har ett spärrat försäkringsbelopp. T ex kan man ha fått avslag pga option vid höjning, nått risktak eller inte inkommit med hälsodeklaration. Hanteras som vilka andra löneföljsamma försäkringar som helst och har samma villkor.

Villkor

Det finns två villkorsversioner som är gällande: Före och efter 2009-07-01 då vi behövde ändra produkterna pga byte av återförsäkringsbolag. Det innebär:

- Försäkringar tecknade före 2009-07-01 följer villkoret, "Nordea Pensionsplan jan 08" (detta villkor innehåller spar och risk)
- Försäkringar tecknade från 2009-07-01 följer villkoren "Sjukförsäkring villkor Nordea" och "Premiebefrielse villkor Nordea" båda är daterade 2019
  - Villkoren daterade 2019 har samma villkorstexter som 2009-07-01. 2019 bröt vi ut sjukförsäkring och premiebefrielse från det stora Nordea Pensionsplansvillkoret och därför är det daterat då. Detta är också det senaste gällande villkoret.

Verifikat

Dokument-ID 09222115557583157118

Dokument

Portfolio Transfer and TS Agrement NLP - EAL Final version 260703
Huvuddokument
34 sidor
Startades 2026-07-08 14:47:52 CEST (+0200) av Aron Björklund (AB)
Färdigställt 2026-07-09 09:08:01 CEST (+0200)

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SIGNATURES scrive. VERIFIED BY

Verifikat

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