

**TRANSLATION FOR CONVENIENCE – ONLY GERMAN VERSION BINDING!**

**AGREEMENT**

**CONCERNING THE  
PARTICIPATION OF EMPLOYEES  
IN ALLIANZ SE**

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## PREAMBLE

- (A) Allianz Aktiengesellschaft (“Allianz AG) will adopt the legal form of a European Company (Societas Europaea – SE) as the first large exchange-listed company in the course of the cross-border merger with RAS Holding S.p.A.(formerly: RIUNIONE ADRIATICA DI SICURTÀ Società per Azioni (“RAS”) This merger is an important step for the Allianz Group in order to solidify and expand its leading role as an international financial service provider with Europe as its home market.
- (B) The economic and strategic opportunities resulting from this step can only be fully utilized to strengthen the Allianz Group if the existing obligations and those resulting from the merger vis-à-vis the employees in the individual group companies are recognized responsibly. The formation of Allianz SE is therefore also supported by the conviction that the economic success of the enterprise is closely linked to the commitment and satisfaction of its employees.
- (C) The precondition for this is an intensive dialogue between the management and the employee representatives and their unions. The employees in the companies are at the heart of this dialogue, because it is they who create the continuing success and economic strength of the company.
- (D) The Allianz Group therefore decided to promote and strengthen this dialogue and thus to ensure an efficient representation of all of its employees at European level.
- (E) With this in mind, the Allianz Group welcomes and acknowledges the establishment of employee representations in its group companies and their cooperation with the unions.

(F) At the same time, the Allianz Group explicitly stands by the following goals:

- 1) To promote equal opportunities at all levels of the company. Employees with different origins, gender, race, age and personal background experience will benefit the continuing development of the company, if equal treatment, equal opportunities, and integration are understood as being essential (diversity).
- 2) To actively support life-long learning among its employees.
- 3) To conduct active work and health protection in the workplace with the goal of exceeding applicable standards. Cooperation with the employee representations and unions is of great importance in order to reach this goal..
- 4) To recognize sustainability and protection of the environment as essential foundations of entrepreneurial conduct.
- 5) To observe and implement the Fundamental Rights and Principles at Work of the International Labor Organization (ILO) and the principles of Global Compact and the OECD guidelines for multinational companies. These include the following ILO declarations:
  - (a) on the freedom of association and the right to collective bargaining
  - (b) on the elimination of forced and child labour
  - (c) on the elimination of any employment-related and professional discrimination

(G) In the spirit of the goals set forth above, the following Agreement concerning the Participation of Employees is concluded regarding the formation of the SE Works Council and co-determination on the SE supervisory board, based on the Directive of the Council of the European Union supplementing the statute for a European company with regard to employment participation (Directive 2001/86/EC dated 8 October 2001) and based on the German SE Participation Act.

(H) The rules contain primarily information, consultation, and co-determination rights of the employees of Allianz SE; in accordance with the explicit intent of

the contracting parties, the participation and co-determination under this Agreement is to cover the EU Member States, the Contracting States of the European Economic Area (EEA), as well as Switzerland.

- (I) Allianz SE ensures that the managements in the Allianz Group, particularly those responsible for human resources within the companies, know and comply with the information and participation rights of the employees and their representative bodies.
- (J) At the same time, the Agreement provides the basis for a trust-based cooperation between the committees of the employees and their unions and the managements of the Allianz Group for the benefit of the employees and of the companies.
- (K) The contractual parties agree that apart from the SE Works Council no other European employee body shall be established which has the right to be informed and the right to be consulted with respect to cross-border matters.
- (L) This agreement as concluded shall neither impair the independence of the management of individual European Allianz entities, nor shall it have any adverse effect on the participation and co-determination rights of the employees and their representatives in any of the European companies which shall continue to comply with the national regulations. Notwithstanding the foregoing, the contractual parties shall utilize all possibilities in order to realize the joint goals and all rights and duties resulting from this agreement on all levels.
- (M) This agreement shall be capable of being further developed by way of supplements or improvements. Allianz SE and the SE Works Council shall therefore on an ongoing basis mutually verify whether the joint goals included in the preamble are being complied with.

## **PART A: SE Works Council**

### **1. Scope and Competence**

#### **1.1 Scope of the Agreement**

The SE Works Council is a representation of employees of Allianz SE and its subsidiaries within the meaning of Section 2 paragraph 3 of the SE Participation Act – "**SEBG**" ("**Subsidiaries**") with registered offices in the Member States of the EU, the contracting states of the EEA, and Switzerland ("**Allianz Group**"), as far as these employees are employed ("**Allianz Employees**") within the concerned countries ("**Concerned Countries**"). Those employees that are employed by Subsidiaries of the Allianz Group in which the Allianz Group holds participations only for investment purposes ("**Private Equity Investment**") are not considered Allianz Employees. For purposes of this Agreement, Private Equity Investment means an investment in a company or group of companies which is entered into for purposes of capital investment only with a goal of short- or medium-term resale.

#### **1.2 Competence**

Pursuant to the provisions below, the SE Works Council is responsible for the involvement of the Allianz Employees in matters within the Allianz Group covering at least two Concerned Countries or which exceed the competences of the responsible bodies of the Allianz Group at the level of the individual Member State ("**Cross-Border Matters**"). This competence also covers information of those employees in establishments and operating units of the Allianz Group which are transferred to countries that are not Concerned Countries.

#### **1.3 Competence by virtue of authorization**

In cross-border matters, the SE Works Council may be authorized by the national employee representations in the Concerned Countries to exercise their negotiation and participation rights if the managements of the Subsidiaries in the Concerned Countries have not objected and this does not conflict with mandatory national law.

## 2. Composition, Membership, and Distribution of Seats

### 2.1 Composition

The SE Works Council is comprised of the Country Representatives, the Regional Representative for Scandinavia/Baltic States (Section 2.2), and the Company Representatives (Section 2.3).

### 2.2 Country Representatives and Regional Representative for Scandinavia/Baltic States

In the SE Works Council the Allianz Employees in the Concerned Countries in which at least 100 Allianz Employees are employed are represented by an employee who is employed by the Allianz Group in the country that she or he represents ("**Country Representative**").

The countries Denmark, Norway, Sweden, Finland as well as Estonia, Latvia and Lithuania shall have one joint representative ("**Regional Representative for Scandinavia/Baltic States**"). The Country Representative and/or the Regional Representative for Scandinavia/Baltic States represents the interests of all Allianz Employees employed in the relevant country or region.

### 2.3 Company Representative

If Allianz SE or a subsidiary employs more than 2,000 employees in one Concerned Country, they shall be represented in addition by one of these employees ("**Company Representative**"). For each further full 15,000 employees, Allianz SE or the respective subsidiary shall be represented by an additional Company Representative whose attribution to each full 15,000 employees is defined.

### 2.4 Relevant number of Allianz Employees for the distribution of seats

Relevant for the membership of a Country Representative (Section 2.2) or of a Company Representative (Section 2.3) is – notwithstanding Section 2.6 – in each case the number of Allianz Employees in the country or company represented by him at the end of the financial year of Allianz SE. In order to determine the number of Allianz Employees, the published figures (particularly annual reports) of Allianz SE, the Allianz Group, or the remaining companies of the Allianz Group shall be used as far as possible, and the Executive Committee (Section 4) shall be informed of this by the management of Allianz SE.

The composition of the SE Works Council shall be adapted in accordance with the above paragraph, if necessary, within three months after the end of each financial year. Section 2.5 applies to the appointment or election of a new Country Representative or Company Representative.

For the first term of office (regarding the term of office, see Section 2.8), Italy will – irrespective of the previous rules – be represented by two Country Representatives and a Company Representative in the SE Works Council.

## 2.5 Appointment or election of the members of the SE Works Council; nomination

The Country Representatives and Company Representatives are determined in accordance with the national legislation in the respective Concerned Countries regarding the procedure for the appointment or election of the members of a representative body within the meaning of the Annex to Article 7 of the Directive 2001/86/EC, if this Agreement does not provide otherwise. Unions will participate in the appointment or election of the members of the SE Works Council, if required under the applicable national legal provisions in the respective Concerned Countries. If the jurisdictions of the Concerned Countries do not provide for a procedure for the appointment or election of the member to the SE Works Council, the corresponding national legal provisions of the respective Concerned Countries for the election of the representative to the Special Negotiating Body shall apply.

The Regional Representative for Scandinavia/Baltic States is elected by the employee representatives in the countries represented by him. If no election takes place within a period of ten weeks, he shall be elected in direct elections by the employees represented by him. For the first SE Works Council, the ten-week period commences upon notification of the management to the Special Negotiating Committee regarding the registration of Allianz SE in the commercial register of the Munich Local Court, for each subsequent SE Works Council, upon commencement of the [fourth] month prior to the expiration of the regular term of office, in the case of early termination of the mandate, as of the end of the mandate. Swiss representatives (Country Representatives and Company Representatives) shall be appointed upon proposal of the managements of the subsidiaries of the Allianz Group in Switzerland by the Executive Committee (Section 4). If the principles of corporate representation of Allianz Employees change in Switzerland, the management of Allianz SE and the Executive Committee (Section 4) shall agree on a correspondingly adapted procedure for determining the representatives of Switzerland.

The management of Allianz SE shall be notified of the names of the appointed or elected members of the SE Works Council without undue delay (nomination).

#### 2.6 Initial allocation of seats

The allocation of seats in the SE Works Council at the time this Agreement is signed is shown based on Sections 2.2 and 2.3, in **Annex 2.6**.

#### 2.7 Substitute members

For every member a substitute member shall be appointed in accordance with Section 2.5.

#### 2.8 Term of office

The term of office commences on the day on which the SE Works Council, for which the mandate exists, is established. The regular duration of the term of office is four years. The term of office ends on the day on which the new SE Works Council is established.

Reappointments or re-elections are permitted.

The term of office ends prematurely, notwithstanding the additional cases provided for in this Agreement and by law (including the national legal provisions),

- a) by resignation;
- b) in the case of a Country Representative, if the distribution of seats pursuant to Section 2.4 is adapted or if his employment relationship ends and no new employment relationship with an employer of the Allianz Group within the country represented by him is established. This shall apply to the Regional Representative for Scandinavia/Baltic States accordingly;
- c) in the case of a Company Representative, if the distribution of seats pursuant to Section 2.4 is adapted, or if the concerned company no longer belongs to the Allianz Group, or upon termination of his employment relationship with his employer of the Allianz Group in the country for which he represents his company.

The substitute member appointed or elected for the member of the SE Works Council retiring early replaces the latter for the remainder of the term of office, unless the retirement is due to an adaptation pursuant to b) or c).

#### 2.9 Contestation of the appointment or election; assertion of invalidity

The appointment or election of a member or of a substitute member of the SE Works Council can be contested if material provisions regarding the appointment or election of the members of the SE Works Council have been violated and no correction occurred, unless the breach was not capable of changing or affecting the outcome of the appointment or election. Those named in Section 37 paragraph 1 sentence 2 SEBG, the SE Works Council, and the management of Allianz SE are entitled to contest. The action must be filed within one month after the result of the appointment or election has been announced; no deadline exists for the assertion of invalidity. The Labour Court in Munich has exclusive jurisdiction.

#### 2.10 Invitation to the constitutive meeting

After nomination of the members of the SE Works Council (Section 2.5), the management board shall send out invitations to the constitutive meeting of the SE Works Council immediately.

### **3. SE Works Council Meetings**

#### 3.1 Frequency of meetings

SE Works Council meetings shall take place twice a year ("**Regular Meetings**"); one meeting shall take place soon after the annual general meeting of Allianz SE.

#### 3.2 Extraordinary meetings

Extraordinary SE Works Council meetings may be convened by the Executive Committee after prior consultation with the management of Allianz SE. The total number of meetings – regular and extraordinary – should not exceed four meetings within one calendar year.

#### 3.3 Participation of management of Allianz SE

Representatives of the management of Allianz SE participate in meetings of the SE Works Council, insofar as this is provided for under this Agreement – especially in 6 and 7 – or if this is desired by the SE Works Council.

### 3.4 Participation of employee representatives on the supervisory board of Allianz SE

The employee representatives on the Allianz SE supervisory board participate in individual meetings of the SE Works Council upon invitation by the SE Works Council.

### 3.5 Participation of Representatives of European Trade Unions

The SE Works Council may invite up to two representatives of European trade unions to meetings of the SE Works Council, if such unions are represented in the Allianz Group.

### 3.6 Right to call in experts

To the extent necessary to perform its duties, the SE Works Council shall, after informing the management of the Allianz SE, have the right to call in experts on individual items of the agenda; these may also be union representatives. The costs shall be borne by Allianz SE.

### 3.7 Non-public meetings of the SE Works Council

The meetings of the SE Works Council are not public.

## **4. Executive Committee**

### 4.1 Composition

The Executive Committee ("**Executive Committee**") is comprised of the chairperson (chairperson of the SE Works Council), two substitutes (substitute chairpersons of the SE Works Council), and two additional members of the SE Works Council. The Executive Committee shall be composed of members who represent employees from at least three Concerned Countries.

## 4.2 Tasks

The tasks of the Executive Committee include in particular:

- a) the preparation and post-processing of the meetings of the SE Works Council;
- b) the receipt of and forwarding of information from the management of Allianz SE, in particular information in the context of notification and consultation pursuant to 6 and 7 of this Agreement;
- c) the performance of all other tasks which are delegated to the Executive Committee by the SE Works Council;
- d) the representation of Concerned Countries which are not represented in the SE Works Council in accordance with this Agreement.

## 4.3 Management and representation

The Executive Committee shall manage and represent the SE Works Council. The Executive Committee is represented by the chairperson of the SE Works Council (see Section 4.2) or, if he is unavailable, by one of his substitutes, unless the Executive Committee determines otherwise. This shall apply accordingly to the receipt of declarations which have to be issued to the SE Works Council.

## **5. Additional Committees**

### 5.1 Principle

The SE Works Council has the right to create additional committees in addition to the Executive Committee.

### 5.2 Involvement of non-members

Non-members may be called in to provide competent information in coordination with the Executive Committee in individual cases, to the extent required to perform the duties of the committee in an appropriate way.

## **6. Information and Consultation in Regular Meetings**

### **6.1 Principle**

The management of Allianz SE must inform and consult with the SE Works Council on the business situation and the prospects of the Allianz Group in its Regular Meetings (Section 3.1) and present the required documentation in time. The required documentation includes in particular:

- a) the annual report of the Allianz Group in its German and English version;
- b) the agendas of all meetings of the supervisory board of Allianz SE, to the extent that matters are affected where an information and consultation obligation exists pursuant to this Agreement;
- c) copies of all documents which are presented to the general meeting of the shareholders of Allianz SE in their German and English versions.

The documents can be submitted in electronic form.

### **6.2 Examples for the information and consultation**

The progress of the business and the prospects within the meaning of Section 6.1 include in particular:

- a) the structure, economic and financial situation of the Allianz Group;
- b) the probable development of the business and of production and sales;
- c) the employment situation and probable future development;
- d) investments (investment programs);
- e) substantial changes concerning organization;
- f) the introduction of new work and production methods;
- g) the relocation of enterprises, operations, or material operating units, as well as the relocation of production;
- h) mergers or splits of enterprises or operations;
- i) the restriction or closure of enterprises, operations, or material operating units;
- j) mass lay-offs.

## **7. Information and Consultation in exceptional circumstances**

### **7.1 Principle**

As regards exceptional circumstances which have material effects on the interests of the employees, the management of Allianz SE must inform and consult the Executive Committee and the Country and Company Representatives directly affected by these exceptional circumstances and, if applicable, the Regional Representative for Scandinavia/Baltic States comprehensively in time, presenting the required information. The information and consultation by the management shall occur early enough so that the management can take the point of view of the SE Works Council into account when coming to a decision. If the company is required by law in exceptional cases to make an advance publication, the Executive Committee will be notified about the facts and the content of the publication at the same time. If the management decides not to act in accordance with the statement issued by the Executive Committee, the management will inform the Executive Committee accordingly without undue delay. The latter has the right to discuss the exceptional circumstance with the management again at short notice with the goal of reaching an agreement. If information and consultation occur within the context of a meeting of the Executive Committee, the directly affected Country and Company Representatives and, if applicable, the Regional Representative for Scandinavia/Baltic States are also entitled to participate in the meeting.

## 7.2 Examples of exceptional circumstances

The following are considered to be exceptional in particular:

- a) the relocation or transfer of enterprises, establishments or important parts thereof;
- b) the closure of enterprises, establishments, or important operating units;
- c) the combination, transformation, or splitting of enterprises or operations with material effects on the interests of the employees;
- d) mass lay-offs.

## **8. Initiative Right**

The SE Works Council and the management of Allianz AG may take initiatives regarding cross-border matters for the Concerned Countries, with the goal of defining guidelines in the following areas:

- a) equal opportunities;
- b) work and health protection;
- c) data protection;
- d) training and education policies.

## **9. Working Conditions of the SE Works Council**

### **9.1 General**

The management of Allianz SE provides the SE Works Council with working conditions in accordance with the following provisions, to the extent necessary to fulfil its tasks properly. The management of Allianz SE and the SE Works Council will observe the efficiency rule within the framework of the applicable Allianz standard.

To the extent that the SE Works Council and the management of Allianz SE consider this suitable, the Executive Committee will together with the management of Allianz SE plan at the end of each business year an annual budget for the costs of the activity of the members of the SE Works Council for the following business year in accordance with the customary method. If further costs arise which exceed the defined budget, the Executive Committee will notify the management of the Allianz SE thereof with the goal of reaching an early understanding.

### **9.2 Provision of personnel and material resources**

The required personnel and material resources are to be made available to members of the SE Works Council and the office of the SE Works Council. This also includes access to an appropriate communications infrastructure (e.g. telephone, fax, e-mail, internet, and intranet) and, upon request, a laptop computer. For the chairman of the SE Works Council one employee is to be provided for administrative assistance in performance of his duty.

### **9.3 Provisions regarding release from work**

The chairman of the SE Works Council shall – irrespective of the corresponding national provisions – be released from his work duties. The members of the SE Works Council are to be released from their work duties without a reduction in the remuneration insofar as this is necessary for the proper exercise of their tasks (including the participation in training and educational measures accord. cvlause 9.7).

#### 9.4 Communication

The SE Works Council, the members of the SE Works Council, as well as the Executive Committee may, in accordance with Section 12.2 and Section 12.3, inform the employee representatives of the Allianz Group about the content and outcome of the information and consultation procedures. Employee representatives in Concerned Countries who are not represented by a Country or Company Representative or the Regional Representative for Scandinavia/Baltic States in the SE Works Council may be informed by the Executive Committee.

If no employee representatives exist in these countries, the employees may be informed by the Executive Committee. In these cases, the employees in the respective country notify the Executive Committee about who among them is the contact person. Employees in establishments or operating units of the Allianz Group that are relocated to countries that are not Concerned Countries may be informed in connection with this Agreement by the Executive Committee of the SE Works Council.

The SE Works Council may use part of the intranet of Allianz SE provided for it, public placards, and existing in-house e-mail distribution lists for information purposes.

The SE Works Council ensures that the means of communication provided to it are not used in an inappropriate manner. The management of Allianz SE can demand that statements are removed the content of which is beyond the field of activity and competence of the SE Works Council or causes a breach of law otherwise.

#### 9.5 Access right of the members of the SE Works Council to all establishments

Members of the SE Works Council have a right of access to all establishments of the Allianz Group within the scope of this Agreement and to establishments and operating units of the Allianz Group that are relocated to countries that are not Concerned Countries. The management of the establishment has to be notified in advance about the access to an establishment.

#### 9.6 Provision of translation and interpretation capacities

The necessary costs for the work of the SE Works Council also includes the cost for interpretation of the SE Works Council's meetings and for the translation of documents. Notwithstanding the rules in Section 6.1 a) and Section 6.1 c), the interpretation and translation shall be limited to up to four working languages (i.e.

those four languages that are spoken by most of the employees of the Allianz Group within the scope of this Agreement). In the case of extensive documents, the translation shall furthermore be limited to material parts, if understanding is ensured overall.

#### 9.7 Right to training measures

Members of the SE Works Council have, without prejudice to the respective national provisions, provided that the management of Allianz SE is informed and the costs incurred are notified, a right to participate in training and educational events, insofar as these provide knowledge which is necessary for the work of the SE Works Council. This may also include language courses in English and German. Seminar costs will be borne by Allianz SE.

#### 9.8 Travel costs/expenses

Any travel expenses and charges incurred in connection with participation in meetings shall be reimbursed. Settlement shall be made in accordance with the respective local provisions by the company with which they have their contract.

### **10. Prohibition of Discrimination with regard to SE Works Council Members**

Members of the SE Works Council may not be favoured or prejudiced by reason of their office. They may not be interfered with or obstructed in the execution of their duties.

### **11. Protection against Dismissal**

Irrespective of the prohibition of discrimination pursuant to Figure 10, the SE Works Council members are protected against dismissal in accordance with the provisions applicable in each case. The Executive Committee shall be notified in advance with a reasonable prior notice period of any planned dismissals of members of the SE Works Council. A deviation from this is permitted in cases where the effectiveness of the measure is conditional upon shorter notice period requirements.

## **12. Secrecy**

### **12.1 Information obligations**

Information obligations of the management of Allianz SE exist only to the extent that, based on objective criteria, no operational or trade secrets of Allianz SE and its subsidiaries are jeopardized as a consequence.

### **12.2 Compliance, secrecy**

The Compliance Rules of Allianz SE applicable from time to time to the employees of the Allianz Group shall apply to all members and substitute members of the SE Works Council.

The parties shall use the existing encryption techniques when communicating confidential information via e-mail.

The members and substitute members of the SE Works Council are particularly obligated not to disclose and not to use any operational or trade secrets that became known to them because of their membership of the SE Works Council and that were explicitly designated as requiring secrecy by the management of the SE. The secrecy obligation also applies after leaving the SE Works Council. The SE Works Council and the management of Allianz SE shall jointly see to it that interpreters and experts who are called in for meetings of the SE Works Council pursuant to Section 3.6, as well as guests of the SE Works Council and its committees pursuant to Section 5.2, subject themselves to a corresponding obligation vis-à-vis Allianz SE.

### **12.3 Exemptions from the SE Works Council's secrecy obligation**

The secrecy obligation of the SE Works Council under Section 12.2 does not apply vis-à-vis members of the SE Works Council, employee representative of Allianz SE's supervisory board and the employee representatives of the subsidiaries and operations of the Allianz Group affected by the matter who are under a secrecy obligation. Furthermore, the SE Works Council's secrecy obligation pursuant to Section 12.2 does not apply vis-à-vis interpreters and experts (Section 3.6).

Unless otherwise determined by the management of Allianz SE in a substantiated individual case, the secrecy obligation does not apply vis-à-vis guests of the SE Works Council and its committees pursuant to Section 5.2.

### **13. Miscellaneous**

#### **13.1 Exclusion of members**

The management of the Allianz SE or the SE Works Council may apply to the Labour Court in Munich for the exclusion of a member from the SE Works Council because of grave violation of his statutory duties. The membership in the SE Works Council ends upon the legally-effective Labour Court order for the exclusion of the member.

#### **13.2 National rules/participation of group companies**

If Part A of this Agreement gives rise to rights or obligations which conflict with national statutes in the Concerned Countries, the national law shall prevail.

If Part A of this Agreement should give rise to rights and obligations for the Allianz Group, such rights are granted only and such obligations must be fulfilled only to the extent that the concerned companies of the Allianz Group cooperate. The management of Allianz SE will, however, see to it that the concerned companies of the Allianz Group participate.

## **PART B: Co-Determination**

### **1. Scope of application**

According to Section 4 of its Articles of Association, Allianz SE has decided on the dualistic system with a management board and supervisory board.

Accordingly, Part B of this Agreement governs the co-determination of Allianz Employees in the Allianz Group on the supervisory board of Allianz SE.

### **2. Parity composition of the supervisory board of Allianz SE**

The supervisory board of Allianz SE is comprised on a parity basis, i.e. half of its members is to be appointed upon proposal of the employees ("**Employee Representatives**"). Six Employee Representatives are members of the supervisory board of Allianz SE, according to the regulations provided in the statutes of Allianz SE upon signing of this agreement.

### **3. Procedure for the determination of the proposal for the appointment of the Employee Representatives by the shareholders' meeting of Allianz SE**

#### **3.1 Principle**

Employee Representatives on the supervisory board of Allianz SE are Allianz Employees or representatives of a union represented in the Allianz Group.

#### **3.2 First Supervisory Board of Allianz SE/2007 supervisory board of Allianz SE**

The Employee Representatives of the first supervisory board of Allianz SE ("**First Supervisory Board**") will be judicially appointed until the end of the shareholders' meeting which decides on the discharge for the first financial year of Allianz SE, however, for no longer than three years.

Employee Representatives and Substitute Members of the First Supervisory Board are:

First name, name	Country represented	Substitute Member..... (First name, name)
Rolf Zimmermann	Germany	Iris Mischlau-Meyrahn
Claudia Eggert-Lehmann	Germany	Christian Höhn
Margit Schoffer	Germany	Reinhard Walkenhorst
Jörg Reinbrech	Germany	Hinrich Feddersen
Jean-Jacques Cette	France	Claudine Lutz
Geoff Hayward	UK	Evan Hall

The distribution of the seats of the Employee Representatives for the supervisory board to be formed after the First Supervisory Board, i.e. for the supervisory board probably to be formed by the shareholders' meeting of Allianz SE in the spring of 2007, is hereby determined as follows:

Germany:            four seats  
France:             one seat  
UK        :            one seat.

### 3.3 Determination of the proposal of the Employee Representatives

Subject to the rules in Section 3.2, the distribution of seats of the Employee Representatives on the supervisory board of Allianz SE to the Concerned Countries will be determined by the respective proportion of the Alliance Employees employed in the Concerned Countries, as set forth in Section 36 SEBG, as amended. For this purpose, the number of Allianz Employees as of September 30 of the year preceding the ordinary shareholders' meeting in which the Employee Representatives are to be appointed upon proposal of the employees shall be decisive.

Unless otherwise stated in this Agreement, the seats allocated to the Concerned Countries shall be filled in accordance with the rules of the Concerned Countries. If none such exist, the SE Works Council shall determine the Employee Representatives of the respective Concerned Country.

In order to ensure a proper invitation to the shareholders' meeting, the proposal for the Employee Representatives to be appointed by the shareholders' meeting shall be sent by the Executive Committee to the management of Allianz SE three months prior to the scheduled shareholders' meeting. If this notice period is not observed, the SE Works Council shall have the right to nominate the Employee Representative to be nominated by the respective country.

One substitute member shall be nominated for each Employee Representative.

#### 3.4 Revocation of appointment, dismissal, and contestation]

An Employee Representative or a substitute member may be dismissed prior to the expiration of the term of office. The respective national legal provisions apply to the dismissal; if none such exist, Section 37 SEBG shall apply accordingly.

The election of an Employee Representative may be contested, if material provisions pertaining to the right of election, electability, or election process were violated or if a correction did not occur, unless the outcome of the election could not be changed or affected by the violation. The respective national legal provisions apply accordingly to the right to file the application. In addition, the SE Works Council, and the management of Allianz SE are entitled to file the application. The complaint must be filed within one month after the appointment resolution of the shareholders' meeting. The Labour Court in Munich has exclusive jurisdiction.

#### **4. Term of office of the Employee Representatives**

Subject to the rule for the First Supervisory Board in Section 3.2, the appointment of the members of the supervisory board takes place in accordance with the rule in the articles of association of Allianz SE for a period until the end of the shareholders' meeting which decides on the discharge for the fourth financial year after the commencement of the term of office, whereby the financial year in which the term of office commences is not counted, however, for no longer than six years. Reappointments are permitted.

A change of the employee numbers during the term of office does not lead to a different distribution of the seats of the Employee Representatives on the supervisory board of Allianz SE or, therefore, to the elimination of Employee Representatives prior to the end of their term of office either.

An Employee Representative leaves the supervisory board before the end of his term of office if he is no longer active as an employee of the Allianz Group in the country represented by him.

To the extent that substitute members are nominated, these move up into the supervisory board after an Employee Representative leaves prior to the end of his term of office. If a member leaves the supervisory board prior to the end of his term of office without a substitute member taking his place, a successor is appointed for the remaining term of office of the member that left in accordance with Section 3.3. For this purpose, the distribution of seats of Employee Representatives on the supervisory board of Allianz SE is applied as it occurred at the time when the retired supervisory board member was appointed.

## **5. Rights of the Employee Representatives**

### **5.1 Principle**

The Employee Representatives have the same rights and obligations as the supervisory board members representing the shareholders. This also applies to the confidentiality obligation under stock corporation law.

### **5.2 Non-discrimination**

Employee Representatives may neither be favoured nor discriminated against because of their activity as Employee Representatives; they may not be disturbed or hindered when carrying out their activity.

### **5.3 Protection against dismissal**

Notwithstanding the prohibition of discrimination in Section 5.2, Employee Representatives enjoy protection against dismissal in accordance with the provisions applicable to them in each case. The Executive Committee of the SE Works Council must be notified in advance upon a reasonable prior notice period about any planned dismissals of Employee Representatives. A deviation from this is permitted if the effectiveness of the measure is conditional upon shorter notice period requirements.

#### 5.4 Other rights

The Employee Representatives shall be released from the professional activity in the Allianz Group without reduction of their employee compensation to the extent necessary for the due fulfilment of their task as Employee Representatives (including participation in meetings of the SE Works Council and in further training measures according to the following paragraph).

They have, notwithstanding the respective national rules and after prior information of the management of Allianz SE and naming the costs to be incurred, a right to participation in training and education events to the extent that these provide knowledge required for the work as Employee Representatives on the supervisory board of Allianz SE. This may also include language courses in English and German. Seminar costs will be borne by Allianz SE.

#### **6. Deputy supervisory board chairman**

From among its members, the supervisory board elects a chairman and two deputy chairmen for the duration of their term of office on the supervisory board. Subject to the supervisory board's right of self organization, the rules of procedure of the supervisory board shall determine that one of the deputy chairmen shall be elected upon proposal of the Employee Representatives.

#### **7. Notification of the supervisory board**

Notwithstanding existing consent requirements of the supervisory board and the reporting obligations stipulated in Article 41 SE Order, the management board informs the supervisory board after prior consultation with the supervisory board chairman about all commercial matters which are of fundamental importance for the general corporate policy, the financial situation, or the interests of the employees due to their particular effects. This includes reorganization and restructuring measures with significant effects on the employment situation in the group.

#### **8. Management board member for the "Area of Work and Social Welfare"**

One member on the management board of Allianz SE shall be responsible for the "Area of Work and Social Welfare." Subject to its self-organization right, the supervisory board shall consent to the nomination of the member of the management board responsible for the "Area of Work and Social Welfare." A corresponding provision shall be included in the rules of procedure for the management board of Allianz SE.

## **PART C: Final Provisions**

### **1. Duration**

#### **1.1 Effectiveness**

The Agreement becomes effective upon registration of the merger of RAS into Allianz AG in the commercial register of Allianz and transformation of Allianz AG into an SE.

#### **1.2 Term and termination**

The Agreement may be terminated by either side in writing subject to a prior notice period of one year, at the first time six years after its entry into force. A termination of only Part A or only Part B of the Agreement is permitted. Terms used in Part A or B shall continue to apply to the non-terminated part irrespective of any partial termination. If the Agreement is not terminated, it shall be extended for one-year periods, unless terminated subject to a prior notice period of at least six months prior to the expiration of the respective extension period.

#### **1.3 Legal consequences of termination**

##### **1.3.1 Part A of the Agreement**

If after a notice of termination of Part A of this Agreement pursuant to Section 1.2 (whether in the form of a partial termination or in the form of a termination of the entire Agreement), no new Agreement is concluded by the end of the termination notice period, Part A of this Agreement shall be replaced by the statutory catch-all provision in accordance with the SEBG, as amended. Until the SE Works Council to be formed in accordance with the statutory catch-all clause has been constituted, the SE Works Council formed in accordance with Part A shall have a transitional mandate.

##### **1.3.2 Part B of the Agreement**

Part B of this Agreement shall be replaced by the statutory catch-all provision in accordance with the SEBG, as amended, or the new Agreement, however, only upon expiration of the term of office of the Employee Representatives on the supervisory board of Allianz SE that were appointed in accordance with Part B of this Agreement.

## **2. Resumption of negotiations**

If negotiations are resumed pursuant to Section 18 paragraph 3 SEBG, the negotiations shall be conducted by the management of Allianz SE and – instead of a Special Negotiating Body to be newly established – with the SE Works Council together with representatives of the employees affected by the planned structural changes, who were previously not represented by the SE Works Council.

## **3. German law, language, resolution of disputes, and legal venue**

Unless explicitly agreed otherwise, German law shall apply to this Agreement. The German version shall be decisive.

In order to resolve disputes between the management of Allianz SE and the SE Works Council regarding the content, interpretation, and application of this Agreement, the management of Allianz SE as well as the SE Works Council will enter into consultations again with the serious intent of reaching an understanding.

The Labour Court in Munich shall have exclusive jurisdiction over all applications and disputes arising from or in connection with this Agreement.

Kempfenhausen, 20 September 2006

Allianz Aktiengesellschaft

\_\_\_\_\_  
(Dr Achleitner)

\_\_\_\_\_  
(Dr Rupprecht)

Ras Holding S.p.A.

\_\_\_\_\_  
(Ing. Vagnone)

\_\_\_\_\_  
(Dott. Riches)

For the Special Negotiating Body:

\_\_\_\_\_  
(Zimmermann)

\_\_\_\_\_  
(Tasselli)

## LIST OF DEFINITIONS

<b>“Allianz AG”</b>	has the meaning according to the preamble, letter (A)
<b>"Allianz Employees"</b>	has the meaning according to Part A Clause 1.1.
<b>"Allianz Group"</b>	has the meaning according to Part A Clause 1.1.
<b>"Employee Representatives"</b>	has the meaning according to Part B Clause 2.
<b>"Concerned Countries"</b>	has the meaning according to Part A Clause 1.1.
<b>"First Supervisory Board"</b>	has the meaning according to Part B Clause 3.2.
<b>"Executive Committee"</b>	has the meaning according to Part A Clause 4.1.
<b>"Cross-Border Matters"</b>	has the meaning according to Part A Clause 1.2.
<b>"Country Representative"</b>	has the meaning according to Part A Clause 2.2.
<b>"Private Equity Investment"</b>	has the meaning according to Part A Clause 1.1.
<b>“RAS”</b>	has the meaning according to the preamble, letter (A)
<b>"Regional Representative for Scandinavia/Baltic States"</b>	has the meaning according to Part A Clause 2.2.
<b>"SEBG"</b>	has the meaning according to the preamble, letter (G).
<b>"Subsidiary"</b>	has the meaning according to Part A Clause 1.1.
<b>"Regular Meetings"</b>	has the meaning according to Part A Clause 3.1.
<b>"Company Representative"</b>	has the meaning according to Part A Clause 2.3.

**Annex 2.6: Distribution of seats of the first SE Works Councils of Allianz SE**

<b>Countries</b>	<b>Members on the SE Works Council</b>
Belgium	1
Denmark, Finland, Norway, Sweden, Estonia, Latvia, Lithuania	1*
Germany	10
France	3
Greece	1
Ireland	1
Italy	3
Luxemburg	1
Netherlands	1
Austria	2
Poland	1
Portugal	1
Switzerland	1
Slovakia	2
Spain	2
Czech Republic	1
Hungary	2
United Kingdom	3
<b>Total</b>	<b>37</b>

\* Joint Regional Representative for Scandinavia/Baltic States.