

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF
ENGLAND AND WALES
COMPANIES COURT (ChD)

DATED [●] 2024

IN THE MATTER OF
SCOTTISH EQUITABLE PLC

and

IN THE MATTER OF
THE ROYAL LONDON MUTUAL INSURANCE SOCIETY LIMITED

and

IN THE MATTER OF
THE FINANCIAL SERVICES AND MARKETS ACT 2000

SCHEME
pursuant to Part VII, and Schedule
12 to, the Financial Services and
Markets Act 2000



Pinsent Masons

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PART A

DEFINITIONS AND INTERPRETATION

1. DEFINITIONS AND INTERPRETATION

1.1 In this Scheme, unless the subject or context requires otherwise, the following expressions bear the meanings respectively set opposite them:

"Aegon Marks"	means any trade mark or trade name, business name, design, device, logo or domain name used or held by any member of the Transferor's Group (including the names "Aegon" and "Scottish Equitable" and their associated logos)
"Applicable Law"	means all applicable laws, statutes, regulations, binding regulatory guidance, orders or directives of any Relevant Authority and judgments and written decisions of any Relevant Authority having jurisdiction, including Financial Services Laws and Data Protection Laws
"Atos"	Atos BPS Limited with registered number 10208312, or such other member of the Atos Group, as the context permits
"Atos Contract"	means the outsourcing agreement for policy administration services between (1) the Transferor, (2) Aegon UK Corporate Services Limited, (3) Aegon UK plc, (4) Atos BPS Limited and (5) Atos UK IT Holdings Limited and originally dated 26 October 2012, as novated, amended and supplemented from time to time
"Atos Employees"	means all those employees of the Atos Group wholly or mainly assigned (other than on a temporary basis) to the services provided under the Atos Contract immediately before the termination of the Atos Contract
"Atos Exit Costs"	means any costs, fees or charges reasonably and properly payable to Atos BPS Limited as a direct consequence of the termination of the Atos Contract (such termination to be effected in a customary manner), provided always (and only if and to the extent) that such costs, fees or charges are payable by the Transferor, which shall: (a) include all Exit Costs as defined under Schedule 13 (<i>Exit and Transitional Assistance</i>) to the Atos Contract and Break Costs as defined in Schedule 1 (<i>Definitions</i>) to the Atos Contract; and (b) exclude any costs, fees or charges in respect of any services that the Transferee or any other member of the Transferee's Group and Atos agree shall be provided by Atos following termination of the Atos Contract or which are in connection with or for the purposes of, or otherwise relate to, any New Atos Contract
"Atos Group"	means any subsidiary undertaking or parent undertaking of Atos as at the Effective Date and/or for the time being and any subsidiary undertaking for the time being of a parent undertaking of Atos as at the Effective Date and/or for the time being and a reference to a "member of the Atos Group" shall be construed accordingly

"Atos Redundancy Costs"	means any Redundancy Costs reasonably and properly payable by Atos and recoverable by Atos from the Transferor in accordance with the terms of the Atos Contract in respect of the Atos Employees
"Business Contract Breach Liabilities"	means any and all liabilities of any member of the Transferor's Group under or in respect of the Business Contracts, whenever arising, which relate to any act or omission (including a breach of such Business Contract) by any member of the Transferor's Group during the period prior to the Effective Date
"Business Contracts"	means: <ul style="list-style-type: none"> (a) the Outwards Reinsurance Agreements; (b) the Distribution Agreements; and (c) the Directors' Personal Guarantees
"Business Intellectual Property Rights"	means all intellectual property owned by the Transferor and used exclusively in the Transferring Business (excluding, for the avoidance of doubt, any and all interest in the Aegon Marks)
"Closure Date"	4 April 2023
"Corporate Policies"	means all current corporate insurance and indemnity policies excluding, for the avoidance of doubt, the Transferring Policies relating to the Transferring Business and the Transferring Assets
"Court"	means the High Court of Justice in England and Wales
"Data Protection Legislation"	<ul style="list-style-type: none"> (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a party is subject, including the Privacy and Electronic Communications Regulations 2003 (as amended by SI 2011 no. 6), the Data Protection Act 2018 and the EU General Data Protection Regulation 2016/679 ("EU GDPR") as each is amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) and incorporated into UK law under the European Union (Withdrawal) Act 2018 (each, as amended, shall be referred to as "PECR", the "DPA 2018" and the "UK GDPR" accordingly); and (b) any related code of practice or guidance published by a competent Supervisory Authority or the European Data Protection Board from time to time
"Directors' Personal Guarantees"	means the directors' personal guarantees relating to the Transferring Business listed in Schedule 3, in each case, as novated, amended and supplemented, from time to time

"Distribution Agreements"	means the distribution agreements between the Transferor and the distribution providers listed in Schedule 2, in each case, as novated, amended and supplemented, from time to time
"Effective Date"	means the time and date on which this Scheme shall take effect in accordance with paragraph 12
"Encumbrance"	means encumbrance or security interest of any kind whatsoever including a mortgage, charge, pledge, lien, hypothecation, restriction, right to acquire, right of pre-emption, option, conversion right, third party right or interest, right of set-off or counterclaim, equities, trust arrangement or any other type of preferential agreement (such as a retention of title arrangement) having similar effect or any other rights exercisable by or claims by third parties
"EUWA"	means the European Union (Withdrawal) Act 2018, as amended by the European Union (Withdrawal) Act 2020 and REUL Act
"Excluded Items"	<p>means:</p> <ul style="list-style-type: none"> (a) the right to carry on the Transferring Business under the name of the Transferor or any other member of the Transferor's Group; (b) all intellectual property (other than the Business Intellectual Property Rights); (c) all information technology infrastructure (including hardware, software, firmware, networks and connecting media) and all other manuals or other documents relating thereto; (d) the rights and liabilities of the Transferor with respect to the Corporate Policies; (e) any fines or regulatory penalties levied on, or incurred by, the Transferor's Group in respect of the Transferring Business arising out of, or in connection with:- <ul style="list-style-type: none"> (i) any breach of Applicable Law, (ii) any legal or administrative proceedings; or (iii) any steps carried out at the direction of a Regulatory Authority or ombudsman, <p>due to acts or omissions of the Transferor or any other member of the Transferor's Group (or any of their agents, employees or third party services providers) in respect of the Transferring Business, in each case, during the period prior to the Effective Date;</p> (f) any amounts recoverable by the Transferor in respect of Tax relating to the Transferring Business, and any Tax liabilities relating to the Transferring Business, attributable to periods ended on or before the Effective Date;

- (g) any rights, benefits, property and any liabilities of the Transferor under or by virtue of, or otherwise arising in connection with, any terms of business agreements with independent financial advisers (other than the rights of the Transferor referred to in the Transferring Assets);
- (h) all rights and liabilities of the Transferor's Group under, or arising out of the Atos Contract, including all Atos Exit Costs and Atos Redundancy Costs whensoever incurred; and
- (i) the Excluded Policies and any rights, benefits, property and any liabilities under or by virtue of, or otherwise arising in connection with, the Excluded Policies

"Excluded Policies" means the Policies with the following policy numbers:

- (a) L 01 96243924
- (b) L 01 97517624
- (c) L 01 90372024; and
- (d) L 01 91766624

in each case, to the extent that and for so long only as such Policies have not been validly transferred from the Transferor to the Transferee in accordance with the laws of the Bailiwick of Guernsey

"FCA" means the Financial Conduct Authority, or such other governmental, statutory or other authority or authorities as shall from time to time perform such regulatory and supervisory functions in relation to Long-Term Business carried on in the United Kingdom as are at the date of this Scheme allocated to the Financial Conduct Authority under FSMA

"FCA Rules" means the handbook of rules and guidance issued by the FCA from time to time pursuant to FSMA

"Financial Ombudsman Service" means the scheme provided under Part XVI of FSMA (the Ombudsman Scheme) under which certain disputes may be resolved by an independent person

"Financial Services Laws" means the financial services laws and regulations applicable to the Transferring Business including insofar as they are applicable:-

- (a) FSMA;
- (b) the Financial Services Act 2012;
- (c) the Financial Services Act 2021;
- (d) the Financial Services and Markets Act 2023;
- (e) the Terrorism Act 2000, the Criminal Justice Act 1993, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Proceeds of Crime Act 2002, the

Terrorist Asset-Freezing Act 2010, the Bribery Act 2010 and all other legislation relating to the handling of terrorist funds or of the proceeds of drug trafficking or other crimes;

- (f) all relevant rules, regulations and guidance made by a Relevant Authority under any or all of the above statutes;
- (g) all rules, regulations, orders and prohibitions imposed or issued by a Regulatory Authority including the FCA Rules, any non-FCA handbook guidance and other FCA materials and the guidance notes for the financial sector issued by the Joint Money Laundering Steering Group; and
- (h) all European Union financial services laws and regulations (including any implementing or regulatory technical standards) as they apply in the United Kingdom from time to time including as assimilated, amended, extended, re-enacted, or otherwise given effect on or after 11:00 p.m. on 31 December 2020

"FSMA"

means the Financial Services and Markets Act 2000

"Historic Administration Error"

means an error or omission in relation to the sale, underwriting or administration of, or processes relating to, one or more Transferring Policies which:-

- (a) was made prior to the Effective Date; and
- (b) results in:-
 - (i) amounts being or having been paid (or amounts becoming due to be paid in the future) to one or more Policyholders which, by reference to the amount actually due (or becoming due in future) to such Policyholders under or in respect of their Transferring Policy, were (or will be) incorrect;
 - (ii) incorrect statements or calculations being made with respect to the Transferring Policies;
 - (iii) a Transferring Policy falling outside applicable underwriting guidelines (including underwriting guidelines in place with respect to Outwards Reinsurance Agreements);
 - (iv) a Transferring Policy being provided to the relevant Policyholder which does not reflect the contractual benefits actually due to such Policyholder or the amount of premium actually payable by such Policyholder; or
 - (v) a breach of any Transferring Policy or Applicable Law

"HMRC"

HM Revenue & Customs

"Long-Term Business"	means the business of effecting or carrying out long-term insurance contracts as principal, being contracts falling within Part II of Schedule 1 to the RAO
"Losses"	means any and all losses, liabilities, demands, claims, actions, costs, proceedings, damages, fees, fines, penalties and/or Tax
"LPTR Policies"	those Transferring Policies called 'Life Protection with Tax Relief' and which are on the terms of the LPTR Policy Conditions and which, immediately prior to the Effective Date, constitute Protected Policies
"LPTR Policy Conditions"	the policy conditions applicable to the LPTR Policies
"Marketing Preference"	means a consent given by a data subject to the Transferor from time to time for use of his or her personal data to market directly to that data subject the products and services of the Transferor by any means, or an indication (by act or omission as appropriate) by the data subject that such consent is withheld
"New Atos Contract"	means the outsourcing agreement for policy administration services relating to the Transferring Policies between Atos BPS Limited and the Transferee dated 30 November 2023
"Notice"	has the meaning given to that term in paragraph 17.1
"Order"	means an order made by the Court pursuant to section 111 of FSMA sanctioning this Scheme and any order (including any subsequent order) in relation to this Scheme made by the Court pursuant to sections 112 or 112A of FSMA
"Outwards Reinsurance Agreements"	means each of the following reinsurance agreements with Scottish Equitable: <ul style="list-style-type: none"> (a) RGA Americas Reinsurance Company Ltd (treaty reference number 8558-00-00) dated 23 January 2001 (b) RGA Reinsurance UK Limited (treaty reference number 8061-00-00) dated 1 November 2002; (c) RGA Americas Reinsurance Company Ltd (treaty reference number 9124-00-00) dated 1 November 2002; (d) GE Frankona Reassurance Limited (treaty reference number 001507) dated 31 December 2002; (e) Swiss Re Europe S.A., UK branch (treaty reference number SEPROT 01) dated 12 July 2003; (f) XL Re Ltd (treaty reference number LT00412A04) dated 14 February 2005; (g) XL Re Ltd (treaty reference number LT00412B05) dated 1 September 2005; (h) XL Re Ltd (treaty reference number LT00412C05) dated 6 March 2006;

- (i) XL Re Ltd (treaty reference number LT00468A07) dated 17 October 2007;
- (j) Scottish Re Limited and Scottish Annuity & Life Insurance Company (Cayman) Ltd dated 1 September 2005;
- (k) Hannover Life Reassurance (UK) Limited dated 23 June 2007;
- (l) RGA Americas Reinsurance Company Ltd (treaty reference number 10969-00-00) dated 17 October 2007;
- (m) RGA Americas Reinsurance Company Ltd (treaty reference number 11802-00-00) dated 21 September 2009;
- (n) RGA Reinsurance UK Limited (treaty reference number 10968-00-00) dated 17 October 2007;
- (o) RGA International Reinsurance Company Limited (treaty reference number 11801-00-00) dated 21 September 2009;
- (p) Pacific Life Re Ltd (treaty reference number PLR/AEGON/DTA01) dated 21 September 2009;
- (q) Pacific Life Re Ltd (treaty reference number PLR/AEGON/P1379) dated 18 October 2014;
- (r) Pacific Life Re Ltd (treaty reference number PLR/AEGON/XL01) dated 1 January 2010;
- (s) SCOR Global Life SE – UK Branch and SCOR Global Life Reinsurance Ireland Ltd (treaty reference number T000060) dated 21 September 2009;
- (t) SCOR Global Life SE – UK Branch and SCOR Global Life Reinsurance Ireland Ltd (treaty reference number UK – 19TR0002186) dated 18 October 2014;
- (u) Munich Re Company United Kingdom Life Branch (treaty reference number AEG/O/040) dated 1 August 2012;
- (v) RGA International Reinsurance Company Limited (UK Branch) (treaty reference number 13032-00-00) dated 22 June 2012;
- (w) RGA International Reinsurance Company Limited (UK Branch) (treaty reference number 14229-00-00) dated 18 October 2014;
- (x) RGA International Reinsurance Company Designated Activity Company (UK Branch) (treaty reference number 16750-00-00) dated 4 April 2020; and
- (y) General Reinsurance (treaty reference number 54635 000) dated 4 April 2020.

in each case, as novated, amended and supplemented, from time to time, and which remain in force or in respect of which there are outstanding claims as at the Effective Date

"Part 4A permission"	means a permission to carry on regulated activities granted under Part 4A of FSMA, or having effect as if so given
"Payment"	has the meaning given to that term in paragraph 11.1
"Policy" and "Policyholder"	shall have the meanings given to them in the Financial Services and Markets Act 2000 (Meaning of "Policy" and "Policyholder") Order 2001 (SI 2001/2361)
"PRA"	means the Prudential Regulation Authority, or such other governmental, statutory or other authority or authorities as shall from time to time perform such prudential and supervisory functions in relation to Long-Term Business carried on in the United Kingdom as are at the date of this Scheme allocated to the Prudential Regulation Authority under FSMA
"PRA Rules"	means the handbook of rules and guidance issued by the PRA from time to time pursuant to FSMA
"Proceedings"	means any action or other legal or administrative proceedings or step (whether direct or indirect, by way of a claim, demand, legal proceedings, execution of judgment, arbitration, complaint or otherwise howsoever), whether pending, current or future, including: (a) any judicial, quasi-judicial, administrative or regulatory review or process; (b) any complaint or claim to any ombudsman, including the Financial Ombudsman Service; (c) arbitration; (d) mediation; and (e) any other dispute resolution procedure (whether or not it involves submission to any court)
"Protected Policy"	means a "protected policy" within the meaning of paragraph 5 of Schedule 18 to the Finance Act 2007
"RAO"	means the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544)
"Records"	means all such books and records, lists of Policyholders and suppliers, books of account and other records or documents of any kind whatsoever (including any rights thereto) of the Transferor in whatever media which, as at the Effective Date, relate to the Transferring Business (but only to the extent that they relate to the Transferring Business and excluding VAT Records which the Transferor is required to retain pursuant to section 49 VATA) which are reasonably required to: <ul style="list-style-type: none">(a) administer the Transferring Policies in accordance with Applicable Law and the Transferring Policy terms and conditions and to a standard equivalent to that which applied prior to the Effective Date;(b) perform and comply with all of the contractual obligations of the Transferor and exercise all of the contractual rights of the Transferor under the terms of the Business Contracts (including any historic experience data relating to such agreements); or

- (c) administer in accordance with Applicable Law any other Transferring Liabilities not covered by limbs (a) and (b),

in each case, which are in the actual possession of, or under the control, including being held by a third party service provider, of the Transferor

- "Redundancy Costs"** means notice payments and statutory or enhanced redundancy costs (in line with any discretionary policy of the relevant employer in place as at the Effective Date)
- "Regulatory Authority"** means the PRA and/or the FCA
- "Regulatory Requirements"** means in relation to each party, the FSMA, the PRA Rules, the FCA Rules, the Solvency II Requirements and such other legal or regulatory requirement (including, for the avoidance of doubt, requirements under any public law and under any civil law) that applies to it from time to time
- "Relevant Authority"** means any person, body, government, government department, quasi-governmental, supranational, statutory, regulatory or investigative body, authority, agency, bureau, board, commission, court, association, institution, department, tribunal or instrumentality thereof (including any Regulatory Authority and any other financial services or other regulatory authority) which regulates or supervises any member of the Transferor's Group or any member of the Transferee's Group
- "Relevant Date"** means the Effective Date except in the case of any Residual Policy, Residual Asset or Residual Liability in which case it means the applicable Subsequent Transfer Date
- "Residual Assets"** means:
- (a) any asset comprised in or relating to the Transferring Business but either (i) the Court does not have jurisdiction, or refuses, to order the transfer of such asset pursuant to section 112 of FSMA at the Effective Date, or (ii) an order of the Court would not be recognised by the laws of the jurisdiction in which such asset is situated or by which it is governed or further steps are necessary to effect the transfer of such asset pursuant to the laws of the jurisdiction in which the asset is situated;
 - (b) any property of the Transferor that would be comprised in the Transferring Business (including any right, benefit or power of the Transferor under any Transferring Policy) but the transfer of which the Transferor and the Transferee agree in writing prior to the Effective Date is to be delayed until after the Effective Date;
 - (c) any property of the Transferor that would be comprised in the Transferring Business but which cannot be transferred to or vested in the Transferee on the Effective Date for any other reason; or
 - (d) any proceeds of sale or income or other accrual or return whatsoever, whether or not in any case in the form of cash, or any other property or rights earned or received

from time to time after the Effective Date but prior to any Subsequent Transfer Date in respect of any such property referred to in paragraphs (a) to (c) of this definition

"Residual Liability"	means any liability of the Transferor: <ul style="list-style-type: none">(a) comprised in or relating to the Transferring Business but either (i) the Court does not have jurisdiction, or refuses, to order the transfer of such liability pursuant to section 112 of FSMA at the Effective Date, or (ii) an order of the Court would not be recognised by the laws of the jurisdiction in which such liability is situated or by which it is governed or further steps are necessary to effect the transfer such asset pursuant to the laws of the jurisdiction in which the liability is situated;(b) that would be comprised in the Transferring Liabilities but the transfer of which the Transferor and the Transferee agree in writing prior to the Effective Date is to be delayed until after the Effective Date;(c) that would be comprised in the Transferring Liabilities but which cannot be transferred to or vested in the Transferee on the Effective Date for any other reason; or(d) that is attributable to or connected with a Residual Asset or a Residual Liability referred to in paragraphs (a) to (c) above that arises at any time after the Effective Date but before the Subsequent Transfer Date applicable to that Residual Asset or Residual Liability
"Residual Policies"	means Transferring Policies which are not capable of being transferred pursuant to FSMA on the Effective Date but excluding the Excluded Policies
"Residual Policies Reinsurance Arrangement"	means the reinsurance arrangement implemented in respect of Residual Policies pursuant to and in accordance with paragraph 7.1
"REUL Act"	means the Retained EU Law (Revocation and Reform) Act 2023
"Scheme"	means this scheme in its original form or with or subject to any modification, addition or condition which may be approved, imposed or made in accordance with paragraph 13
"Solvency II Directive"	means the "Solvency 2 Directive" as defined in the Solvency II EU Exit Regulations
"Solvency II EU Exit Regulations"	means The Solvency 2 and Insurance (Amendment, etc.) (EU Exit) Regulations 2019
"Solvency II Regulation"	means the "Solvency 2 Regulation" as defined in, and amended by, the Solvency II EU Exit Regulations (and being the EU Solvency II Delegated Act as implemented, <i>mutatis mutandis</i> , as " <i>assimilated law</i> " for the purposes of and pursuant to the EUWA into Applicable Law in the United Kingdom), as the same may be

amended and/or supplemented from time to time by Applicable Law in the UK

- "Solvency II Requirements"** means, at a relevant time, Applicable Law in the United Kingdom at such time (including, where relevant, "*assimilated law*" for the purposes of the EUWA) which gives effect to or otherwise implements the prudential regulatory regime for insurers originally provided for in the Solvency II Directive (including, without limit and where applicable, the Solvency II Regulation and any related Regulatory Requirements to the extent that the same form part of Applicable Law in the UK at the relevant time)
- "Special Categories of Data"** means the categories of personal data that are listed in Article 9(1) of the UK GDPR
- "Subject Access Request"** means a subject access request for access to personal data made by a data subject pursuant to the Data Protection Legislation
- "Subsequent Transfer Date"** means in relation to any Residual Asset, Residual Liability or Residual Policy the date (and each date) after the Effective Date on which such Residual Asset, Residual Liability or Residual Policy is or is to be transferred to the Transferee, namely:
- (a) in respect of any Residual Asset or Residual Liability falling within paragraph (a) of the respective definitions thereof, and of any other Residual Liability which is attributable to or connected with any such Residual Asset, the date on which any impediment to its transfer shall have been removed or overcome;
 - (b) in respect of any Residual Asset or Residual Liability falling within paragraph (b) of the respective definitions thereof, and of any other Residual Liability which is attributable to or connected with any such Residual Asset, the date agreed in writing by the Transferor and the Transferee;
 - (c) in respect of any Residual Asset or Residual Liability falling within paragraph (c) of the respective definitions thereof, the date on which such Residual Asset or Residual Liability can be transferred to or vested in the Transferee on the Effective Date;
 - (d) in respect of any Residual Asset or Residual Liability falling within paragraph (d) of the respective definitions thereof, the date on which such Residual Asset is received or earned by the Transferor or, in the case of a Residual Liability, the date on which such liability is incurred by the Transferor; and
 - (e) in respect of any Residual Policy, the date on which the transfer of all rights, title, interest in, and obligations under such policy is fully effective in the United Kingdom and under the law of any other country or territory to which it is subject
- "Supervisory Authority"** has the meaning given to the term "supervisory authority" in the UK GDPR

"Tax" or "Taxation"	<p>(a) all taxes, levies, imposts, duties, social security contributions, charges, tariffs or withholdings, in each case in the nature of taxes whether of the United Kingdom or elsewhere; and</p> <p>(b) all interest, penalties, fines and other charges relating to any of the above or to a failure to make any return, comply with any reporting requirements or supply any information in connection with any of the above</p>
"Transaction Reinsurance Agreement"	means the contract of reinsurance dated 4 April 2023 between the Transferor and Transferee reinsuring certain of the Transferor's liabilities under the Transferring Policies from 1 July 2022 to the Transferee
"Transferee"	means The Royal London Mutual Insurance Society Limited a company incorporated in England and Wales with registered number 99064 whose registered office is at 80 Fenchurch Street, London EC3M 4BY
"Transferee Claim"	has the meaning given in paragraph 10.4
"Transferee's Actuary"	means the Transferee's head of actuarial function within the meaning of the Solvency II Requirements from time to time or, if the Transferee is no longer required to maintain such a function, a person possessing appropriate actuarial qualifications nominated for the purposes of this Scheme by the Transferee from time to time
"Transferee's Board"	means the board of directors of the Transferee from time to time
"Transferee's Group"	the Transferee, any subsidiary undertaking or parent undertaking of the Transferee for the time being and any subsidiary undertaking for the time being of a parent undertaking of the Transferee and a reference to a " member of the Transferee's Group " shall be construed accordingly
"Transferor"	means Scottish Equitable PLC, a company incorporated in Scotland with registered number SC144517 whose registered office is at Aegon Lochside Crescent, Edinburgh Park, Edinburgh, Scotland EH12 9SE
"Transferor Claim"	has the meaning given in paragraph 10.3
"Transferor's Actuary"	means the Transferor's head of actuarial function within the meaning of the Solvency II Requirements from time to time or, if the Transferor is no longer required to maintain such a function, a person possessing appropriate actuarial qualifications nominated for the purposes of this Scheme by the Transferor from time to time
"Transferor's Board"	means the board of directors of the Transferor from time to time
"Transferor's Group"	the Transferor, any subsidiary undertaking or parent undertaking of the Transferor for the time being and any subsidiary undertaking for the time being of a parent undertaking of the Transferor and a reference to a " member of the Transferor's Group " shall be construed accordingly

"Transferring Assets"

means:

- (a) the rights, benefit and property of the Transferor under or otherwise arising in connection with the Transferring Policies;
- (b) the rights, benefit and property of the Transferor under or otherwise arising in connection with the Business Contracts;
- (c) the Business Intellectual Property Rights;
- (d) the Records, including all rights, title and interest of the Transferor in the Records;
- (e) all rights, benefits and property of the Transferor under any terms of business with independent financial advisers to recover clawback commission in connection with the Transferring Policies on or after 1 July 2022;
- (f) any other assets which the parties agree in writing prior to the date of the Scheme are to be transferred under the Scheme; and
- (g) the rights, benefits and property of the Transferor to any defences, claims, counterclaims, settlements and rights of set-off and any other rights that are available to the Transferor prior to or as at the Effective Date but only to the extent that they relate to the Transferring Liabilities or the Transferring Assets, and which in each case are capable of being assigned by the Transferor to the Transferee,

but excluding:

- (i) the Excluded Items;
- (ii) prior to each Subsequent Transfer Date, the relevant Residual Assets; and
- (iii) prior to each Subsequent Transfer Date, any rights, benefits and powers under or relating to the Residual Policies or the Residual Policies Reinsurance Arrangement

"Transferring Business"

means the insurance business carried on by the Transferor in relation to the Transferring Policies, comprising:

- (a) the Transferring Policies;
- (b) the Transferring Assets;
- (c) the Transferring Liabilities; and
- (d) following each Subsequent Transfer Date, the relevant Residual Asset, Residual Liability or Residual Policy

but excluding the Excluded Policies

"Transferring Liabilities" means all liabilities (including Business Contract Breach Liabilities and Historic Administration Errors liabilities), covenants, undertakings, payments or other forms of compensation, including any fines or penalties, statutory levies, agreed settlements, or compromises of paid, suffered or incurred duties and obligations of any nature of the Transferor to the extent that they relate exclusively to the Transferring Assets, including pursuant to the Transferring Policies (whether or not invoiced and whether or not due and payable and including all accruals) and which shall:-

- (a) include any and all Losses arising from any inability of the Transferee to recover amounts from HMRC in connection with the LPTR Policies as contemplated by paragraph 4(a) of the LPTR Policy Conditions;
- (b) exclude the Excluded Items and any Losses relating to, or arising out of, any Excluded Item;
- (c) prior to the applicable Subsequent Transfer Date, exclude the relevant Residual Liabilities; and
- (d) prior to each Subsequent Transfer Date, excluding any liabilities under or relating to the Residual Policies or the Residual Policies Reinsurance Arrangement

but excluding any liabilities attributable to the Excluded Policies

"Transferring Policies" means the individual protection Policies written, or in the process of being written, by or on behalf of the Transferor prior to the Closure Date, and which fall within the categories listed in Schedule 1 which remain in force or under which any liability remains unsatisfied or outstanding, in each case as at the Effective Date, but (subject to paragraphs 7.1 and 7.2 inclusive) excluding the Residual Policies and Excluded Policies

"VAT" means the value added tax and any similar replacement or equivalent tax whether of the United Kingdom or elsewhere

"VATA" means the Value Added Tax Act 1994

"VAT Records" means the records of the Transferor relating to the Transferring Business required to be preserved under paragraph 6 of Schedule 11 to VATA

1.2 In this Scheme:

- (a) **"assets"** and **"property"** includes assets and property of every kind and description wherever located whether real, personal or mixed, tangible or intangible (including real property and charges registered at the Land Registry within England and Wales and at the Registers of Scotland in Scotland and elsewhere and unregistered real property and charges), cash, Encumbrances, causes of action, interests, rights (excluding contingent rights as to the repayment or recovery of Tax to the extent that Tax relates to the Transferring Business attributable to the periods ended on or before the Effective Date), benefits and powers and claims (whether present or future, actual or contingent) and includes property held on trust and securities, benefits, income or interest accrued but unpaid, powers of any description and any interest including beneficial ownership whatsoever in any of the foregoing;

- (b) "**liabilities**" includes debts, liabilities, duties and obligations of every kind or description (whether direct or indirect, present or future, actual or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due), (excluding all liability to Tax to the extent that such Tax relates to the Transferring Business attributable to the periods ended on or before the Effective Date), and including all costs and expenses relating thereto;
- (c) "**transfer**" includes (as the context may require) "**assign**", "**assignment**" or "**assignment**", "**dispose**" or "**disposal**" or "**convey**" or "**conveyance**";
- (d) any words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- (e) any reference to:
 - (i) an enactment, a statutory provision or any subordinate legislation shall be deemed to include a reference to that enactment, statutory provision or subordinate legislation as amended, replaced or re-enacted from time to time and to any instrument or order made from time to time under such enactment, statutory provision or subordinate legislation;
 - (ii) to any rules, regulations or guidance made by the PRA and/or the FCA (as applicable) shall be deemed to include a reference to such rules or regulations as amended or replaced from time to time;
- (f) expressions used which have meanings under FSMA referred to in this Scheme shall bear those meanings;
- (g) a "**subsidiary undertaking**" or "**parent undertaking**" has the respective meaning set out in section 1162 of the Companies Act 2006;
- (h) any reference to "**this Scheme**" shall include the Schedules to it and, unless otherwise specified, references to paragraphs, Parts or Schedules are to paragraphs, Parts or Schedules to this Scheme;
- (i) headings are inserted for convenience only and shall not affect the construction/interpretation of this Scheme;
- (j) any references in this Scheme to legislation shall:
 - (i) be to UK legislation, including any legislation of the European Union to the extent that it constitutes "*assimilated law*" (as defined in EUWA), unless otherwise stated; and
 - (ii) include a reference to any legislation subordinate to such legislation,

and, save where the context otherwise requires, words and expressions used in such legislation and any regulations made under any of the foregoing shall have the same meanings in this Scheme;
- (k) any reference to a "**person**" shall be construed to include a reference to any individual, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing. Any reference to a person includes his successors, personal representatives, executors or administrators and permitted assigns and, for the avoidance of doubt, shall include a trustee;
- (l) unless otherwise specified, if a period of time is specified from a given day or date or from the day or date of an actual event, it shall be calculated exclusive of that day or date;
- (m) any reference to writing shall include any modes of reproducing words in a legible and non-transitory form;

- (n) any reference to a calculation, decision, determination or opinion of the Transferee's Board or the Transferor's Board (or any similar expression) shall be deemed to include a calculation, decision, determination or opinion of a duly constituted committee or duly authorised representative of the Transferee's Board or the Transferor's Board (as appropriate);
- (o) the expression "**variation**" shall include any variation, amendment, modification, supplement, deletion, replacement or termination, however effected;
- (p) general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words;
- (q) any reference to "**including**" or "**includes**" means "**including without limitation**" or "**includes without limitation**";
- (r) any reference to an amount shall, unless otherwise stated, be exclusive of any applicable value added or other Tax;
- (s) any reference to time is to London time; and
- (t) any reference to "**pounds**" or "**£**" shall be to pounds sterling or £ sterling in the currency of the United Kingdom.

(u)

PART B - INTRODUCTION

2. INTRODUCTION

- 2.1 The Transferor is a public limited company incorporated in Scotland with registered number SC144517. The registered office of the Transferor is at Aegon Lochside Crescent, Edinburgh Park, Edinburgh, Scotland, EH12 9SE. The Transferor is authorised by the PRA and regulated by the PRA and the FCA.
- 2.2 The Transferee is a company incorporated in England and Wales with registered number 99064. The registered office of the Transferee is 80 Fenchurch Street, London EC3M 4BY. The Transferee is authorised by the PRA and regulated by the PRA and the FCA.
- 2.3 The Transferor has a Part 4A permission under FSMA to carry on Long-Term Business in the United Kingdom in classes I (Life and annuity assurance), III (Linked long-term), IV (Permanent health) and VII (Pension fund management) as set out in Part II of Schedule 1 to the RAO.
- 2.4 The Transferee has a Part 4A permission under FSMA to carry on Long Term-Business in the United Kingdom in classes I (Life and annuity assurance), II (Marriage and birth) III (Linked long-term), IV (Permanent health) VI (Capital redemption contracts) and VII (Pension fund management) as set out in Part II of Schedule 1 to the RAO.
- 2.5 It is proposed that the whole of the Transferring Business shall, in accordance with this Scheme be transferred to the Transferee, excluding for the avoidance of doubt, the Excluded Items. The economic risk in respect of the Transferring Business has already been transferred by the Transferor to the Transferee pursuant to the terms of the Transaction Reinsurance Agreement.

PART C - THE TRANSFER

3. TRANSFER OF TRANSFERRING BUSINESS

3.1 Each part of the Transferring Business (including the Transferring Policies, the Transferring Assets, the Transferring Liabilities, the Residual Policies, the Residual Assets and the Residual Liabilities) shall be transferred to and be vested in the Transferee in accordance with this Scheme, so that:

- (a) subject to paragraph 9, on and with effect from the Effective Date, each Transferring Asset and all the interest and property of the Transferor in it shall, by the Order and without any further act or instrument, be transferred to and be vested in the Transferee and the Transferee shall succeed to each Transferring Asset as if in all respects it were the same person in law as the Transferor, subject to all Encumbrances (if any) affecting such asset in accordance with this Scheme;
- (b) subject to paragraph 9, on and with effect from each Subsequent Transfer Date, each Residual Asset to which such Subsequent Transfer Date applies and all the interest and property of the Transferor in it shall, by the Order and without any further act or instrument, be transferred to and be vested in the Transferee and the Transferee shall succeed to each Residual Asset as if in all respects it were the same person in law as the Transferor, subject to all Encumbrances (if any) affecting such asset in accordance with this Scheme;
- (c) on and with effect from the Effective Date, each Transferring Liability shall, by the Order and without any further act or instrument, be transferred to and become a liability of the Transferee, and the Transferee shall succeed to each Transferring Liability as if in all respects it were the same person in law as the Transferor, in accordance with this Scheme and such Transferring Liability shall cease to be a liability of the Transferor; and
- (d) on and with effect from each Subsequent Transfer Date, each Residual Liability to which such Subsequent Transfer Date applies shall, by the Order and without any further act or instrument, be transferred to and become a liability of the Transferee, and the Transferee shall succeed to each Transferring Liability as if in all respects it were the same person in law as the Transferor, in accordance with this Scheme and such Residual Liability shall cease to be a liability of the Transferor.

3.2 For the avoidance of doubt and without limitation to the generality of the provisions of paragraph 3.1:

- (a) any existing indemnity, power of attorney, authority, declaration or consent given to or by the Transferor to the extent that it relates to any part of the Transferring Business shall have effect on and from the Relevant Date as if given to or, as the case may be, by the Transferee;
- (b) any Transferring Asset (including (i) any legal or beneficial title arising pursuant to any trust and (ii) any rights or liabilities pursuant to any custody arrangements) transferred to and vested in the Transferee by virtue of the Order and which was held by the Transferor (whether alone or jointly with others) as a trustee, custodian or in a similar fiduciary capacity shall, with effect from the Relevant Date, be held by the Transferee (alone or jointly, as the case may be and in the capacity of a trustee, custodian or in a similar fiduciary capacity, as the case may be) subject to the rights, powers and duties previously applicable to the relevant trust, custody or other fiduciary arrangement in question;
- (c) any security to the extent that it is held in respect of the Transferring Business immediately before the Relevant Date by the Transferor, or by a nominee or agent of or trustee for the Transferor, as security for the payment or discharge of any

liability shall, on and from that day, be held by the Transferee, or, as the case may require, by that nominee, agent or trustee for the Transferee, and be available to the Transferee (whether for its own benefit or, as the case may be, for the benefit of any other person) as security for the payment or discharge of that liability (and if not physically delivered to the Transferee shall be deemed to be so delivered on that day); and

- (d) the Transferee shall be entitled on and from the Relevant Date to rely on and enforce any consent, waiver, representation, statement or estoppel given or made to the Transferor by a person in relation to the Transferring Business prior to the Relevant Date as though such consent, waiver, representation, statement or estoppel had been given or made to the Transferee and to the same extent that the Transferor would have been able to rely on or enforce the same.
- 3.3 The Transferee shall accept without investigation or requisition such title as the Transferor shall have at the Effective Date to the Transferring Assets and, at any Subsequent Transfer Date, to each Residual Asset then transferred.
- 3.4 The Transferor and the Transferee shall take all such steps, and execute all such documents, as may be necessary or desirable:
- (a) to effect or perfect the transfer to and vesting in the Transferee of any Transferring Asset or Residual Asset pursuant to and in accordance with this Scheme;
 - (b) to effect or perfect the transfer to or vesting in the Transferee of any Transferring Policy or Residual Policy pursuant to and in accordance with this Scheme;
 - (c) to effect or perfect the transfer to and assumption by the Transferee of any Transferring Liability or Residual Liability pursuant to and in accordance with this Scheme; and
 - (d) to correct any errors in the identity or amount of the property so transferred.
- 3.5 The Transferring Assets, Residual Assets, Transferring Liabilities and Residual Liabilities shall be allocated to the Transferee in accordance with this Part C of this Scheme.
- 3.6 The transfer under this Scheme of the Transferring Business shall, by the Order and without any further act or instrument, prevail over and take effect notwithstanding:
- (a) any restriction on transfer or requirement that would otherwise exist for the consent or waiver of any person (other than the Court) to the transfer; and/or
 - (b) any right that any third party would otherwise have to terminate, modify or acquire (or claim an interest or right to do the same) any assets, rights, benefits, liabilities or obligations under or in connection with the Transferring Business, or claim compensation in damages or otherwise, in each case as a result of the transfer.
- 3.7 On and from the Effective Date, the Transferee shall:
- (a) succeed to all rights, liabilities and obligations of the Transferor in respect of any personal data which relates to the Transferring Business and which is subject to the Data Protection Legislation;
 - (b) become the controller of any personal data which relates to the Transferring Business and which is subject to the Data Protection Legislation in place of the Transferor;
 - (c) have been provided with any information made available to, or consent obtained regarding the processing of Special Categories of Data or request or other notice (including any Marketing Preference) received from, any data subject by or on behalf

of the Transferor in respect of the personal data which relates to the Transferring Business;

- (d) in cooperation with the Transferor, only to the extent not already provided prior to the Effective Date, provide transparency notices and, as applicable, mechanisms for opting-in to receive marketing communications from the Transferee to all data subjects whose personal data has transferred relating to the Transferring Business;
- (e) comply with the Data Protection Legislation in connection with its processing of personal data which relates to the Transferring Business; and
- (f) if notified by the Transferor that the Transferor or any third party has received any complaint, notice or communication that relates directly or indirectly to the Transferee's compliance with the Data Protection Legislation, or any of the following in relation to the Transferee's processing of the personal data which relates to the Transferring Business:
 - (i) an enquiry from a data subject or a Supervisory Authority;
 - (ii) any complaint, notice or communication; or
 - (iii) a request from a data subject exercising his rights under the Data Protection Legislation including a Subject Access Request,

deal with or respond to those enquiries, complaints, notices, communications or requests in accordance with the Data Protection Legislation and the Transferor shall provide all assistance and cooperation as reasonably required by Transferee in respect of the same.

3.8 In paragraph 3.7, the expressions **controller**, **personal data** and **data subject** shall have the meanings set out in the Data Protection Legislation.

3.9 On and from the Effective Date, the Transferee shall owe to the policyholders of the Transferring Policies and to any other person the same duties of confidentiality and privacy (whether pursuant to statute or contract) as those which the Transferor owed under the Transferring Policies immediately prior to the Effective Date.

4. CONTINUITY OF PROCEEDINGS

4.1 Subject to paragraph 4.4, on and with effect from the Effective Date, any Proceedings by, against or in relation to and/or in respect of which the Transferor is a party (or, in the case of future proceedings, would have been a party but for this Scheme) (including as the plaintiff, claimant, applicant, defendant, respondent, pursuer, defender or petitioner) to the extent connected with the Transferring Policies, the Transferring Assets or the Transferring Liabilities shall be commenced or continued by or against (as appropriate) the Transferee and the Transferee shall be entitled to all defences, claims, counterclaims, settlements, rights of set-off and any other rights that that would have been available to the Transferor in relation to the Transferring Policies, the Transferring Assets or the Transferring Liabilities and such Proceedings.

4.2 Subject to paragraph 4.4, on and with effect from the Subsequent Transfer Date applicable thereto, any Proceedings by, against or in relation to and/or in respect of which the Transferor is a party (or, in the case of future proceedings, would have been a party but for this Scheme) (including as the plaintiff, claimant, applicant, defendant, respondent, pursuer, defender or petitioner) to the extent connected with the Residual Policies, the Residual Assets or the Residual Liabilities which are to be transferred on such Subsequent Transfer Date shall be commenced or continued by or against (as appropriate) the Transferee and the Transferee shall be entitled to all defences, claims, counterclaims and rights of set-off that would have been available to the Transferor in relation to the relevant Residual Policies, Residual Assets and Residual Liabilities and such Proceedings. Until such Subsequent Transfer Date, the

relevant Proceedings shall be continued by or against the Transferor provided that such Proceedings shall be conducted by the Transferor in accordance with the instructions of the Transferee in relation to such Proceedings (except if and to the extent that the Transferor is required to conduct such Proceedings otherwise to comply with Applicable Law, in which case the Transferor shall consult with the Transferee in advance of taking any steps to conduct such Proceedings and shall take account of its reasonable comments with respect to such conduct within the confines of complying with Applicable Law) and the Transferee agrees to reimburse the Transferor against any professional costs reasonably incurred in conducting the Proceedings in accordance with its instructions.

4.3 Any judgment, settlement, order or award (or any relevant part thereof) obtained by or against the Transferor whether before or after the Effective Date to the extent that it relates to any part of the Transferring Policies, the Transferring Assets, the Transferring Liabilities, the Residual Policies, the Residual Assets or the Residual Liabilities and which is not fully satisfied before the Effective Date or, as the case may be, the applicable Subsequent Transfer Date, shall, on that date and to the extent to which it was enforceable by or against the Transferor immediately prior to such date (or, if later, the date on which the judgment, settlement, order or award (or any relevant part thereof) is obtained), become enforceable by or against the Transferee (to the exclusion of the Transferor).

4.4 In respect of any Proceedings in relation to the Transferring Policies which are (i) commenced but not settled before the Effective Date, or (ii) commenced on or after the Effective Date in respect of acts or omissions of the Transferor prior to the Effective Date, the Transferee undertakes to comply with:

- (a) the relevant provisions of the DISP Dispute Resolution: Complaints part of the FCA Rules that would apply to the handling of any complaints brought to the Financial Ombudsman Service that fall under the jurisdiction of the Financial Ombudsman Service; and
- (b) any valid judgment, settlement, order or award (or relevant part thereof) of the Financial Ombudsman Service, made under its jurisdiction as set out in the DISP Dispute Resolution: Complaints part of the FCA Rules,

to the extent that such compliance is compatible with any Regulatory Requirements and any such judgment, settlement, order or award as is referred to in paragraph 4.4(b) shall be enforceable against the Transferee (to the exclusion of the Transferor).

5. RIGHTS AND OBLIGATIONS UNDER THE TRANSFERRING BUSINESS

5.1 On and with effect from the Effective Date, the Transferee shall become entitled to all the rights, benefits, powers and other property, and subject to all the obligations, of the Transferor whatsoever subsisting on the Effective Date under or by virtue of the Transferring Business.

5.2 Without prejudice to the generality of paragraph 5.1, where the benefits of any Transferring Asset are held under the terms of a trust, such terms shall operate and be construed on and with effect from the Effective Date on a basis which is consistent with the transfer of such Transferring Asset in accordance with the provisions of this Scheme. For the avoidance of doubt:

- (a) where the consent of the Transferor is required under any such terms, the consent of the Transferee shall, on and with effect from the Effective Date, instead be required; and
- (b) where a power to appoint trustees under such terms is conferred on the Transferor, that power shall, with effect from the Effective Date, instead be conferred on the Transferee.

5.3 Every person who is a policyholder of any of the Transferring Policies or is a party to, or has the benefit of, any of the Business Contracts shall with effect on and from the Effective Date

become entitled, in succession to, and to the exclusion of, any rights which he may have had against the Transferor under any of the Transferring Policies or Business Contracts, to the same rights against the Transferee subject to the terms of this Scheme as were available to him against the Transferor under such Transferring Policies or Business Contracts and (as regards Transferring Policies under which premiums or other sums attributable or referable thereto continue to be payable) shall with effect on and from the Effective Date account to the Transferee for any further or additional premiums or other sums attributable or referable thereto as and when the same become due and payable.

5.4 If any person entitled to do so with respect to a Transferring Policy exercises any right or option granted under the terms of that Transferring Policy and either:

- (a) the right or option provides for a new, additional or replacement Policy to be issued; or
- (b) it is appropriate in the opinion of the Transferee Board, having obtained the advice of the Transferee Actuary, in order to comply with that right or option to issue a new Policy,

such person shall be entitled to require that the obligation thereby arising shall be satisfied by the issue by the Transferee of a Policy which complies with the terms of such right or option, but (without prejudice to the right of such person to have the right or option satisfied by the issue by the Transferee of such a Policy) if the Transferee is not at the time of the exercise of such right or option writing Policies complying exactly with the Policy to which the right or option refers, the Transferee shall be entitled to offer to such person as an alternative (and, if accepted, in lieu thereof) the Policy commonly offered by the Transferee which the Transferee considers to be the nearest equivalent Policy in accordance with the terms and conditions applicable to Policies of the Transferee at that time, provided that (i) the Transferee Board is satisfied, having obtained the advice of the Transferee Actuary, that accepting such Policy would not have a material adverse effect on the interests of the relevant person or otherwise fail to satisfy the Transferee's duty to pay due regard to the interests of customers and treat them fairly in respect of such person and (ii) the issue of such Policy would not, in the opinion of the Transferee Board, having obtained appropriate advice, result in a liability or in an increase in liability to Taxation of the holder of such Policy (or if such liability or increase in liability would occur the Transferee shall have the option to indemnify such person in full and to issue, or procure the issue by another undertaking in the Transferee Group of, another Policy pursuant to this paragraph 5.4).

5.5 All references in any Transferring Policy, Business Contract or any other agreement or document evidencing title to or the benefit or burden of the Transferring Business (including in any contract whether or not the Transferor is a party to such contract and whether in writing or not) to the Transferor, the Transferor's Board, the Transferor's Actuary or any other officers, employees or agents of the Transferor shall from and after the Effective Date be read as references to the Transferee, the Transferee's Board, the Transferee's Actuary or any other officers or employees of the Transferee or, where appropriate, agents or service providers of the Transferee to which the administration of the relevant part of the business carried on by the Transferee has been delegated. In particular, but without limitation, all rights and duties exercisable or expressed to be exercisable or responsibilities to be performed by the Transferor, the Transferor's Board, the Transferor's Actuary or any other officers, employees or agents of the Transferor in relation to any of the Transferring Policies, Business Contracts or any other agreement or document evidencing title to or the benefit or burden of the Transferring Business (including in any contract whether or not the Transferor is a party to such contract and whether in writing or not) shall, from and after the Effective Date, be exercisable or required to be performed by the Transferee, the Transferee's Board, the Transferee's Actuary or any other officers, employees or agents of the Transferee.

5.6 The provisions of paragraphs 5.1 to 5.5 shall apply, *mutatis mutandis*, on and with effect from the Subsequent Transfer Date applicable thereto, to any Residual Assets.

6. LPTR POLICIES

6.1 Notwithstanding the transfer of the LPTR Policies from the Transferor to the Transferee pursuant to this Scheme, for the purposes of paragraph 5 of Schedule 18 to the Finance Act 2007:

- (a) each LPTR Policy shall continue to be treated as having been issued on the date on which it was originally issued by the Transferor and, where relevant, pursuant to the same written proposal; and
- (b) rights under each LPTR Policy shall continue to be treated as having become held for the purposes of the Scottish Equitable Personal Pension Scheme on the date on which rights under such LPTR Policy as originally issued by the Transferor became so held,

such that each LPTR Policy shall continue to constitute a Protected Policy immediately after the Effective Date.

7. RESIDUAL POLICIES AND EXCLUDED POLICIES

7.1 Subject to paragraph 7.2, the Residual Policies shall not be transferred to the Transferee by this Scheme on the Effective Date and all liabilities attributable to the Residual Policies shall remain liabilities of the Transferor and be fully reinsured to the Transferee with effect from the Effective Date, on terms to be agreed between the Transferor and the Transferee, such that the economic effect of such reinsurance is the same as if such Residual Policies were Transferring Policies, and the Transferee shall assume from the Transferor the administration of the Residual Policies and shall bear all expenses and liabilities in relation thereto, save as otherwise agreed in writing between the parties.

7.2 If all consents, orders, permissions or other requirements for the transfer of a Residual Policy from the Transferor to the Transferee are obtained:

- (a) such Residual Policy shall be (deemed to be) automatically transferred to the Transferee and shall thereafter be treated in all respects as if it were a Transferring Policy save that references in this Scheme to the Effective Date shall be deemed for these purposes to be references to the Subsequent Transfer Date applicable to such Residual Policy; and
- (b) any asset or liability attributable to such Residual Policy (which, if it were attributable to a Transferring Policy, would be a Transferring Asset or a Transferring Liability) shall be transferred to the Transferee and shall thereafter be treated in all respects as if it were a Transferring Asset or a Transferring Liability (as appropriate) save that references in this Scheme to the Effective Date shall be deemed for these purposes to be references to the Subsequent Transfer Date applicable to such Residual Asset or Residual Liability.

7.3 If any Residual Policy is novated to the Transferee, the assets and liabilities attributable to such Residual Policy shall, to the extent not previously transferred, be transferred to the Transferee upon novation of the relevant Residual Policy and such Policy shall thereafter be dealt with by the Transferee under the provisions of this Scheme in all respects as if such Residual Policy were a Transferring Policy.

7.4 The Excluded Policies shall not be transferred to the Transferee by this Scheme. However, if and to the extent that any Excluded Policy is transferred from the Transferor to the Transferee in accordance with the laws of the Bailiwick of Guernsey:

- (a) such Excluded Policy shall thereafter be treated in all respects, as if it were a Transferring Policy on the terms of this Scheme and not an Excluded Policy save that references in this Scheme to the Effective Date shall be deemed for these

purposes to be references to the date on which the transfer of such Excluded Policy to the Transferee took effect; and

- (b) any asset or liability attributable to such Excluded Policy (which, if it were attributable to a Transferring Policy, would be a Transferring Asset or a Transferring Liability) shall be transferred to the Transferee on the date on which the transfer of such Excluded Policy to the Transferee took effect and shall thereafter be treated in all respects as if it were a Transferring Asset or a Transferring Liability (as appropriate) save that references in this Scheme to the Effective Date shall be deemed for these purposes to be references to the date on which the transfer of such asset or liability to the Transferee took effect.

8. **PREMIUMS, MANDATES AND OTHER PAYMENTS**

8.1 All premiums attributable to, referable to or payable in respect of the Transferring Policies or Residual Policies shall on and after the Relevant Date be payable to the Transferee and shall be receivable and received by the Transferee and any such premiums which are received by the Transferor on or after the Relevant Date shall be paid by the Transferor to the Transferee.

8.2 Any mandate or other instruction or authority in force on the Relevant Date (including any instruction given to a bank by its customer in the form of a direct debit or standing order) and providing for the payment by a bank or other intermediary of premiums payable to the Transferor under or in respect of any of the Transferring Policies or Residual Policies or other Transferring Asset shall thereafter take effect as if it had provided for and authorised such payment to the Transferee.

8.3 Any mandate or other instruction in force on the Relevant Date as to the manner of payment of any sum payable by the Transferor under any of the Transferring Policies or the Residual Policies shall, with effect on and from the Relevant Date, continue in force as an effective authority to the Transferee in place of the Transferor.

9. **DECLARATION OF TRUST BY THE TRANSFEROR**

9.1 If:

- (a) any asset comprised in the Transferring Business is not, or is not capable of being, transferred to and vested in the Transferee by the Order on the Effective Date by reason of such asset being a Residual Asset or outside the jurisdiction of the Court or otherwise;
- (b) any Residual Asset is not, or is not capable of being, transferred to and vested in the Transferee by the Order on the Subsequent Transfer Date applicable thereto; or
- (c) in any circumstances the Transferor and the Transferee agree in writing before the Effective Date (or, in the case of any Residual Asset, before the Subsequent Transfer Date applicable thereto) that it is expedient not to effect a transfer of any asset comprised in the Transferring Business,

then the Transferor shall from the Relevant Date hold any such asset or Residual Asset referred to in this paragraph 9.1, together with any proceeds of sale or income or other right accrued or return arising in respect thereof, as trustee for the Transferee.

9.2 The Transferor shall be subject to Transferee's directions in respect of any asset or Residual Asset referred to in paragraph 9.1 from the Effective Date or the Subsequent Transfer Date (as appropriate) until the relevant asset is transferred to or otherwise vested in the Transferee or is disposed of (whereupon the Transferor shall account to the Transferee for the amount of the proceeds of sale thereof), and the Transferee shall have authority to act as the attorney of the Transferor in respect of such asset for such purposes.

9.3 In the event of any payment being made to, asset being received by or right being conferred upon the Transferor after the Effective Date in respect of the Transferring Business, any Transferring Asset, any Residual Asset or any other asset referred to in paragraph 9.1, the Transferor shall, as soon as is reasonably practicable after its receipt, pay over the amount of such payment or (to the extent to which it is able to do so) transfer such asset or right to, or in accordance with the directions of, the Transferee.

9.4 The Transferee shall indemnify the Transferor against any out-of-pocket charges, costs, expenses reasonably incurred by the Transferor, and any claims or other liabilities suffered or incurred by the Transferor, in connection with Transferor's performance of its obligations under this paragraph 9.

10. INDEMNITIES IN FAVOUR OF THE TRANSFEROR AND THE TRANSFEEE

10.1 On and with effect from the Effective Date, the Transferee shall indemnify the Transferor against any and all Losses incurred by the Transferor in respect of:

- (a) all Residual Liabilities (excluding any Residual Liabilities which relate to any Residual Policies to which paragraph 7 applies, or relate to the Residual Liabilities which are the subject of paragraph 10.1(b) or paragraph 10.2) until the relevant liability is transferred to or becomes a liability of the Transferee;
- (b) any amount paid by the Transferor in respect of any Residual Liabilities that are, whether wholly or in part, the subject of a policy of indemnity insurance or a claim or right of recovery against a third party that, in each case, has not effectively transferred to the Transferee, but only if and to the extent that the Transferor has made a claim under such a policy or against such third party and has failed to fully recover any such amount pursuant to rights it may have under such policy, claim or right of recovery (having used all reasonable endeavours to do so); and
- (c) all Transferring Liabilities, provided that the Transferor has complied with its obligations under paragraph 10.3 in all material respects.

10.2 On and with effect from the Effective Date, the Transferee shall indemnify the Transferor against any reasonable costs and/or expenses which it may reasonably incur in pursuing any claim under any such policy of indemnity insurance or against any such third party as is referred to in paragraph 10.1(b). Subject thereto, the Transferor shall take such steps as the Transferee shall reasonably require in order to pursue the rights it may have against any such third party (including under any applicable contract of insurance). Other than where litigation or other proceeding are in respect of any member of the Transferor's Group, the Transferee shall be entitled to have conduct of all litigation or other proceedings in respect of any such claim including taking such action in the name of and on behalf of the Transferor as the Transferee shall determine. In that connection, the Transferor shall give all such assistance as the Transferee may reasonably require in conducting all such litigation or other proceedings.

10.3 If the Transferor becomes aware of a matter which constitutes or which would be reasonably likely to give rise to a claim under the indemnities in paragraph 10.1 or 10.2 above (a "**Transferor Claim**"), the Transferor shall:

- (a) as soon as reasonably practicable, give notice to the Transferee of the matter;
- (b) provide to the Transferee such information and documents as are within the reasonable power or control of the Transferor and as the Transferee may reasonably request for the purposes of investigating the matter subject to any obligation of confidentiality, the preservation of any form of privilege, Applicable Law and except in relation to commercially sensitive information and documents;
- (c) act reasonably and consult with the Transferee prior to taking any action in respect of the Transferor Claim, taking account of any reasonable representations it

receives from the Transferee, in deciding whether and how to take any action to avoid, dispute, resist, appeal, compromise, defend, remedy or mitigate the Transferor Claim; and

- (d) not agree or settle any potential Transferor Claim without the written consent of the Transferee.

10.4 On and from the Effective Date, the Transferor shall indemnify the Transferee against any and all Losses arising in respect of all Excluded Items provided that the Transferee has complied with its obligations under this paragraph 10.4 in all material respects. If the Transferee becomes aware of a matter which constitutes or which or might give rise to a claim under the indemnity in this paragraph 10.4 (a "**Transferee Claim**"), the Transferee shall:

- (a) as soon as reasonably practicable, give notice to the Transferor of the matter;
- (b) provide to the Transferor such information and documents as are within the reasonable power or control of the Transferee and as the Transferor may reasonably request for the purposes of investigating the matter subject to any obligation of confidentiality, the preservation of any form of privilege, Applicable Law and except in relation to commercially sensitive information and documents;
- (c) act reasonably and consult with the Transferor prior to taking any action in respect of the Transferee Claim, taking account of any reasonable representations it receives from the Transferor, in deciding whether and how to take any action to avoid, dispute, resist, appeal, compromise, defend, remedy or mitigate the Transferee Claim; and
- (d) not agree or settle any potential Transferee Claim without the written consent of the Transferor.

11. **WITHHOLDING AND DEDUCTIONS**

11.1 Where the Transferor or the Transferee is entitled to receive an amount pursuant to paragraphs 9.4, 10.1, 10.2 or 10.4, as applicable, it shall be entitled to receive such amount on the basis that in calculating the amount payable by the payor pursuant to such obligation (the "**Payment**"), the amount so payable shall be adjusted upwards or downwards, as the case may be, so as to take into account:

- (a) any Taxation which is required to be deducted or withheld from such amount, or is chargeable on such amount on receipt of the same by the payee (including any increased or additional amount); and
- (b) any Tax relief which is available to the payee solely as a result of the matter giving rise to the obligation or as a result of receiving the Payment,

which Taxation and Tax relief is to be determined, taking into account its value, certainty of its availability and timing of its utilisation, by the payee in its absolute discretion but acting in good faith and is to be certified as such to payor.

11.2 All payments made pursuant to the indemnities contained in paragraphs 9.4, 10.1, 10.2 and 10.4 shall, so far as practicable, be treated as an adjustment to the consideration paid by the Transferee to the Transferor for the Transferring Business.

PART D – MISCELLANEOUS PROVISIONS

12. EFFECTIVE DATE

12.1 Except as provided in this paragraph 12.1 and paragraph 12.2, this Scheme shall become effective at 00:01 on 1 July 2024 or such other time and date as the Transferor and the Transferee (acting reasonably) may agree (being a date and time falling after the making of the Order sanctioning this Scheme) and in any case no later than the date referred to in paragraph 12.2.

12.2 Unless this Scheme shall have become effective on or before 23:59 on 1 October 2024 or such later date and/or time, if any, as the Transferor and the Transferee may approve and the Court may allow, this Scheme shall lapse.

13. MODIFICATION, AMENDMENTS OR ADDITIONS

13.1 Each party may consent for and on behalf of themselves and all other persons concerned (other than the PRA and the FCA) to any modification of or addition to this Scheme or to any further condition or provision affecting the same which, prior to its sanction of this Scheme, the Court may approve or impose.

13.2 Subject to paragraph 13.3 and 13.4, the Transferee shall at any time after the sanction of this Scheme be at liberty to apply to the Court for consent to amend its terms, provided that:

- (a) such amendment is accompanied by a certificate from an independent actuary to the effect that in his opinion (having considered the proposed amendments), the proposed amendments to this Scheme will not have a material adverse effect on the holders of the Transferring Policies;
- (b) the PRA and the FCA shall be notified in accordance with paragraph 13.5 of, and have the right to be heard at, any hearing of the Court at which such application is considered; and
- (c) the Transferor shall be notified of, and have the right to be heard at, any hearing of the Court at which such application is considered.

If such consent is granted in accordance with this paragraph 13.2, the Transferee may amend the provisions of this Scheme in accordance with such consent.

13.3 Neither the consent of the Court, nor notice to or the consent of the PRA or the FCA, shall be required:

- (a) in respect of any amendment to this Scheme for which specific provision is made elsewhere in this Scheme, provided that such specific provision is fully complied with; or
- (b) in relation to the amendment or termination of any Business Contract.

13.4 The consent of the Court shall not be required in relation to any amendment to the Scheme to the extent that such amendment is:

- (a) a minor and/or technical amendment to the provisions of this Scheme (including amendments to correct manifest errors);
- (b) reasonably considered by the Transferee's Board to be necessary in circumstances where the provision to which the proposed amendment applies will be affected by a variation of Regulatory Requirements or Applicable Law;

- (c) necessary to reflect any change in the generally accepted actuarial practices relating to the Transferring Policies; or
- (d) required to protect the rights and reasonable expectations of the Policyholders of the Transferring Policies,

in each case, provided that the PRA and FCA have been notified in accordance with paragraph 13.5 and have not objected within 30 days of such notification.

13.5 The Transferee shall give each of the PRA and the FCA no less than 30 days' prior written notice of any proposed amendments to this Scheme to which paragraph 13.2 or 13.4 apply, such period commencing on the earlier of:

- (a) the date (or the latest date) on which each of the PRA and the FCA gives notice of receipt of the notification of the amendment to the Transferee; and
- (b) the date which falls five days following the delivery of the notification of the amendment to the PRA and the FCA by the Transferee.

14. **EFFECT OF TRANSFER**

14.1 Unless and to the extent otherwise provided in the Order:

- (a) the transfer of any rights, assets, benefits, liabilities and obligations under or in connection with the Transferring Business pursuant to this Scheme shall take effect and shall be valid and binding on all parties having any interest in the same notwithstanding any restriction on transferring, assigning or otherwise dealing with the same and such transfer shall be deemed to take effect on the basis that it does not contravene any such restriction and does not give rise to any right to terminate, modify, acquire or claim any damages, interest or right, or to treat an interest or right as terminated or modified; and
- (b) any entitlement which, but for section 112A of FSMA, would or might arise to terminate, modify, acquire or claim an interest or right to treat an interest or right as terminated or modified as a result of anything done or pursuant to the Scheme will not be enforceable.

14.2 Unless and to the extent otherwise provided in the Order, neither the transfer and vesting under this Scheme of the Transferring Business nor this Scheme nor anything done or omitted to be done in connection with the transfer of the Transferring Business or this Scheme shall, in relation to any Transferring Policies, Residual Policies, Transferring Assets, Residual Assets, Transferring Liabilities or Residual Liabilities or any other Contract, asset, property, liability or business of the Transferee whether before or after the Relevant Date:

- (a) invalidate, discharge or result in the termination of any Transferring Policy, Business Contract, other Contract, Encumbrance, right, interest, benefit, power, obligation or title;
- (b) constitute a breach of or default, event of default, potential event of default, termination event, mandatory prepayment event, enforcement event, perfection event or other similar event or condition (however described) under, or allow any person to terminate, any Transferring Policy, Business Contract, Contract, Encumbrance, right, interest, benefit, power, obligation or title;
- (c) require any registration, re-registration or filing of any amendment to any existing registration or filing in respect of any Transferring Policy, Transferring Contract, Contract, Encumbrance, right, interest, benefit, power, obligation or title;
- (d) require any person to perform any new or additional obligation or take any new or additional step or action, including the giving of any notice, the obtaining of any

consent, approval or determination, the accession to any agreement, the payment of any fee, cost, expense, interest or other amount, the granting of any new or additional Encumbrance or the transfer of any asset or property;

- (e) entitle or require any person to exercise any right or remedy, to reduce, suspend, delay, alter or discharge its rights or obligations, to accelerate, terminate, suspend, delay, alter or discharge the performance of any rights or obligations or otherwise to vary, amend, disclaim, repudiate or terminate any Transferring Policy, Business Contract, Contract or Encumbrance; or
- (f) affect the enforceability, priority or ranking of any Encumbrance.

15. **EVIDENCE OF TRANSFER**

The production of a copy of the Order with any modifications, amendments and/or additions made under paragraph 13, shall for all purposes be evidence of the transfer to, and vesting in, the Transferee:

- (a) on and with effect from the Effective Date, of the Transferring Assets, the Transferring Liabilities and the Transferring Policies; and
- (b) with effect from each relevant Subsequent Transfer Date, of the Residual Assets, the Residual Liabilities and the Residual Policies.

16. **SUCCESSORS AND ASSIGNS**

This Scheme will bind, and enure to the benefit of, the successors and assigns of each Transferor and the Transferee.

17. **NOTICES**

17.1 Any notice or other communication in connection with this Scheme (each a "**Notice**") shall be:

- (a) in writing in English; and
- (b) delivered by hand, email, recorded delivery or courier.

17.2 A Notice to the Transferor shall be sent to the following address, or such other person or address as the Transferor may notify to the Transferee from time to time:

Scottish Equitable plc

Address: Aegon Lochside Crescent, Edinburgh Park, Edinburgh EH12 9SE

For the attention of: General Counsel and Company Secretary

Email: aegonukcosecmb@aegon.co.uk

17.3 A Notice to the Transferee shall be sent to the following address, or such other person or address as the Transferee may notify to the Transferor from time to time:

The Royal London Mutual Insurance Society Limited

Address: 80 Fenchurch Street, London EC3M 4BY

For the attention of: General Counsel and Deputy General Counsel

Email: COSEC@royallondon.com

- 17.4 A Notice shall be effective upon receipt and shall be deemed to have been received:
- (a) 60 hours after posting, in the case of recorded delivery;
 - (b) at the time of delivery, if delivered by hand or courier; or
 - (c) at the time of transmission in legible form, if delivered by e-mail.

18. **THIRD PARTY RIGHTS**

No person who is not a party to this Scheme may enforce any of its terms, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

19. **GOVERNING LAW**

This Scheme shall be governed by and construed in accordance with English law.

Dated this [●] day of [●] 2024

SCHEDULE 1 - TRANSFERRING POLICIES

Insurance Product Lines	Description of cover provided by the Transferor
Life Protection (level or reducing)	Pays a lump sum on the death of the insured person
Stand-alone Critical Illness (level or reducing)	Pays a lump sum on the critical illness of the insured person
Life Protection with Critical Illness (level or reducing)	Pays a lump sum on the death or earlier critical illness of the insured person
Income Protection	Pays a monthly income for a limited period if the insured person meets the policy definition of incapacity
Family Income Benefit	Pays a monthly income for a limited period on death of the insured person
Critical Illness Family Income Benefit	Pays a monthly income for a limited period on the critical illness of the insured person
Life with Critical Illness Family Income Benefit	Pays a monthly income for a limited period on the death or earlier critical illness of the insured person
Life protection with tax relief	Pays a lump sum on the death of the insured person
Unemployment cover	Pays a monthly income for a limited period if the insured person meets the policy definition of unemployed

SCHEDULE 2 - DISTRIBUTION AGREEMENTS

No.	Distribution Agreement
1.	The agreement for provision of protection products between Scottish Equitable plc and Bankhall PMS Limited dated 31 August 2016 (as varied by the variation agreement between Scottish Equitable plc and Premier Mortgage Service Limited dated on or around 20 August 2020, following the novation of Bankhall PMS Limited's obligation to Premier Mortgage Service Limited pursuant to a deed of novation dated 1 December 2016)
2.	The agreement for provision of protection products between Scottish Equitable plc and Sesame Limited dated 4 August 2016 (as varied by the variation agreement between Scottish Equitable plc and Sesame Limited dated 7 October 2020)
3.	The agreement for distribution of protection products between Scottish Equitable plc and HSBC Bank Plc and HSBC Private Bank (UK) Limited dated 1 January 2017 (as varied by the variation agreement between Scottish Equitable plc and HSBC Bank UK PLC dated 16 September 2021)
4.	The agreement for provision of services between Scottish Equitable plc and Moneysupermarket.com Ltd dated 15 October 2018 (as supplemented by the agreement between Scottish Equitable plc and Moneysupermarket.com Ltd dated 10 June 2022)
5.	The agreement for distribution of protection products between Scottish Equitable plc and Nielson Financial Services Limited signed on 10 June 2020
6.	The Scottish Equitable (Aegon) Adviser Terms of Business, as varied by the variation agreement between Scottish Equitable plc and Coutts & Co dated 26 May 2014
7.	The agreement for insurer intermediation services between Scottish Equitable plc and UnderwriteMe Limited dated 5 October 2017

SCHEDULE 3 - DIRECTORS' PERSONAL GUARANTEES

Transferor's Unique Agency Number	FCA firm reference number	Date signed
093PLX	940201	13/10/2021 & 15/03/21
383CLN	844793	15/03/2022
382MMA	949556	28/09/2021
140VLX	616500	24/11/2022
857VLH	778857	27/07/2021
460XMB	956948	05/01/2022
888NLY	940007	02/08/2021
651NMA	950812	26/10/2021
139DKS	736655	08/11/2022
349FLP	739674	24/03/2021
774WLV	932343	10/01/2022
347NLH	812760	10/08/2021
854RLW	662403	22/02/2021
053QMA	938485	20/10/2021
605ZMC	954035	03/03/2022
512FMC	789669	29/03/2022
527NKG	648976	06/04/2021
695FLT	923776	05/01/2022
419QLM	838020	21/11/2021
776RMB	948509	14/01/2022
119XLY	786245	27/07/2021
368ALZ	938635	25/08/2021
419BLY	940196	17/06/2021
494TMD	957399	15/06/2022
304DLV	931756	16/02/2021
543TLQ	919511	16/03/2021
690NMA	942046	21/10/2021
625PMC	949215	16/03/2022
373LMB	951157	08/12/2021
401VHC	301173	25/01/2022
177ZLQ	912820	29/11/2022
625RME	972791	18/10/2022
344MLY	939746	14/06/2022
851JMB	944817	31/01/2022
730DMB	959708	01/02/2022
976XLQ	919578	13/01/2022
539HMB	958621	28/12/2021
117WME	599433	07/09/2022
914VLV	813553	27/05/2021
295DMC	955432	24/02/2022
639KLX	938904	20/04/2021
718ZLX	937655	04/11/2021
419QLM	838020	21/11/2021
765GME	960354	15/11/2022
374FLT	758094	18/07/2022
558RMA	943020	13/12/2021

951NLZ	943748	29/09/2021
435WLZ	943672	04/08/2021
256CMB	945304	25/08/2022
432ZLT	917403	12/08/21 & 13/08/2021
151PMA	952580	22/09/2021
250NLY	943851	01/06/2021
554YLG	815736	15/10/2021
434GLQ	918720	10/06/2021
572NLS	920822	14/10/2021
561QME	959222	12/10/2022
360ELX	459603	05/07/2021
641PLM	826457	24/09/2021
525MLN	828270	29/04/2021
851QLL	826357	24/02/2021
392AMF	965036	01/12/2022
518FLY	940005	15/06/2021
851ZLV	927706	05/04/2022
694RMG	978139	23/02/2023
596NMC	951457	17/03/2022
609NLY	940010	23/06/2021
166LLQ	912350	26/03/2021
513YKW	755332	19/08/2021
711LLX	930489	14/04/2021
201NMC	962316	08/02/2022
274FMA	949588	16/02/2022 & 17/02/2022
634GLW	920993	08/02/2021
506SMA	937192	05/12/2022
756TLX	943519	24/08/2021
998MMB	952189	07/02/2022
442RMA	939726	15/02/2023
284RMD	966139	06/07/2022
093RLZ	648965	20/01/2022
093RLZ	648965	23/01/2022
838LMF	968108	09/01/2023
319RLY	942618	15/06/2021
542EMD	959909	13/06/2022
970GME	948167	11/11/2022, 17/11/2022 & 29/11/2022
751QLW	928987	30/04/2021 & 04/05/2021
772TMA	949169	09/02/2022
206GLX	917873	14/09/2021
501RMB	936615	06/01/2022
682SMB	953471	10/01/2022
981LHJ	487297	23/03/2023
823MLV	918369	23/09/2021
416SMC	938967	23/03/2022
122QLX	936859	16/03/2021
448FMG	975176	16/02/2023
635NLX	941825	13/04/2021

851PMG	969657	06/03/2023
472TME	458251	08/12/2022
882TKP	649189	11/01/2022
179GKQ	527815	11/03/2021
107CLX	937742	08/04/2021
723RMF	969658	23/12/2022

END