

ALLIANZ EQUITY INCENTIVE (AEI)

“RSU CONDITIONS”

1 INTRODUCTION

- 1.1 The Allianz Equity Incentive (“AEI”) is
- one part of the variable compensation element for senior executives and members of the board of management of Allianz Group companies provided under the Allianz Sustained Performance Plan (“ASPP” and the persons participating in the ASPP the “ASPP-Participants”) in which case these RSU Conditions are an integral part of the ASPP; or
 - offered by a Company to selected senior employees, not being ASPP-Participants, as additional part of their variable compensation on a case to case basis (such persons “Other AEI-Participants” and together with the ASPP Participants the “Participants”).
- 1.2 The Allianz Equity Incentive is granted in form of restricted stock units of Allianz SE (“RSU”) and entitle the Participant, upon expiry of the Vesting Period (defined in Section 4 below) to receive an amount in cash or shares (shares of Allianz SE).
- 1.3 These RSU Conditions apply to all RSU granted to Participants so far and in the future, and replace any earlier versions of the RSU Conditions. They themselves do not create any right to or expectation of participation in the AEI on the same basis, or at all, at any time or in any future year, even if the AEI was granted over several years or participation happened repeatedly. Participation in the ASPP or the AEI does not create any right to continued employment.
- 1.4 The AEI/RSU recognize the Participant’s continuous employment with the Company or any member of Allianz Group over the relevant period and shall be an incentive to continue in employment. Therefore, unless stated otherwise in Section 9 below or agreed otherwise with regard to the Participant’s retirement or his/her capacity as Risk-Taker, grants and payments under the RSU will only be made if the Participant
- is employed with the Company at the date of grant and,
 - remains employed with the Company or any member of Allianz Group during the vesting period of the RSU.
- 1.5 Where a grant is made to a Participant who is or becomes during the terms of the grant resident in or otherwise subject to a particular jurisdiction or a grant covered by an Appendix to these Conditions, the provisions of the relevant Appendix modify the RSU Conditions.
- 1.6 The following terms which are not expressly defined in the previous or subsequent provisions shall have the following meaning:
- “Allianz Group” means: Allianz SE; and any other company which is affiliated with Allianz SE in the meaning of Sections 15 ff. German Stock Corporation Act (AktG).
- “Average Market Value” means the arithmetic average of the closing prices of the Allianz SE share in the electronic cash market trading system Xetra (or any successor system) during the Averaging Period;
- “Averaging Period” means any Trading Day and the nine immediately preceding Trading Days.

“Bad Leaver” is a Participant if he/she Leaves Employment for one or more of the following reasons:

- the Participant has terminated the employment with the Company or any other member of Allianz Group or is otherwise Leaving Employment upon own initiative;
- the employment of the Participant has been terminated by the Company or any other member of Allianz Group for cause (e.g. because of willful or gross negligent misconduct, substantial non-performance of duties, material violation of laws and regulations or any other reason allowing the Company to terminate the Participant’s employment for cause under applicable laws and regulations or the Participant’s employment contract).

“Business Transfer” occurs if an undertaking, business operation of the Company or a part thereof is transferred or sold to an entity or a person which is not a member of Allianz Group.

“Change of Control” means that an entity or person not being a member of Allianz Group obtains directly or indirectly, alone or together with other shareholders which are acting together in the sense of an acting in concert, more than 50% of the voting rights of the Company (including voting rights that are attributed to that person or entity according to applicable laws).

“Company” means any member of Allianz Group which has an employment relationship with the relevant Participant and has invited such Participant to receive RSU.

“Fair Value at Grant” means with respect to one RSU the Average Market Value of an Allianz SE share at the Grant Date less the present value of dividends expected to be paid on one Allianz SE share over the vesting period, less the fair value of the payout restrictions deriving from the Vesting Period and the cap set forth in Section 6.2 below. If the Fair Value at Grant shall be expressed in a currency other than EUR, it shall be converted into the relevant currency at the arithmetic average of the exchange rates quoted at the interbank London foreign exchange market at 5:00 p.m. CET on each day of the Averaging Period which was relevant for determining the Average Market Value, rounded to four decimal places.

“Good Leaver” is a Participant who is not a “Bad Leaver” (e.g. if the Participant Leaves Employment because of ill-health or disability, death, regular or early retirement of the Participant, redundancy, Business Transfer or any other reason).

“Grant Date” means the 10th Trading Day following the date of the Financial Press Conference of Allianz SE for the results of a relevant financial year.

“Leaving Employment” or “Leaves Employment” means if the Participant ceases to be an employee or member of the board of management of the Company but only when the Participant is also no longer an employee or member of the board of management of any other member of Allianz Group.

“Risk-Taker” means any Participant who has been selected by the Company on the basis of any applicable regulatory regulation such as Solvency II Delegated Act Art. 275 as an executive or employee whose actions have a material impact on the risk exposure of the Company.

“Trading Day” means a day on which the electronic cash market trading system Xetra (or any successor system) is open for business.

2 CONTRACTUAL RELATIONSHIP

Under these RSU Conditions, a contractual relationship shall exist exclusively between the Participant and the Company – or, in case of a job change of a Participant within the Allianz Group, the new employer company which has assumed the grantor rights and obligations for all grants to such Participant under previous Plans and which will act as grantor of future Plans.

3 GRANT OF THE RSU/CONFIRMATION OF GRANT

3.1 For the ASPP-Participants the RSU are granted in accordance with the rules of the ASPP and the respective performance letter.

For the Other AEI-Participants the RSU are granted by an individual offer by the Company in accordance with the relevant compensation guidelines of the Company and Allianz Group.

3.2 The grant price of the RSU (the “Grant Price”) is the Average Market Value of the Allianz SE share on the Grant Date in the relevant year in which the RSU are granted.

3.3 Each Participant shall receive an AEI/RSU information (in writing, by email or by other means of electronic communication). In order to obtain the granted RSU, within a period set by the Company, the Participant confirms acceptance of the grant in an online service platform showing details of the Participant's RSU grants ("Online Service"). The Online Service is currently provided by an external service provider. By confirming the grant, the Participant shall simultaneously declare his/her consent to the RSU Conditions. The date and time recorded in the Online Service shall determine whether or not the grant confirmation has been made within the specified confirmation period.

4 VESTING PERIOD

- 4.1 The RSU are subject to a vesting period of four years (the "Vesting Period").
- 4.2 The Vesting Period starts on the Grant Date and ends on the earlier of (i) the tenth Trading Day following the Allianz SE Financial Press Conference for the results of the fourth financial year after the Grant Date or (ii) the last Trading Day in March of the year in which such Financial Press Conference has not taken place.

5 VESTING DATE

- 5.1 On the last day of the Vesting Period (the "Vesting Date"), the RSU are released by the Company uniformly for all Participants.

5.2 The provisions relating to the release and payout of the RSU in the special cases of a Change of Control or Delisting (Section 8 below), a Good Leaver/Bad Leaver scenario (Section 9 below) shall remain unaffected.

6 PAYOUT OF THE RSU

- 6.1 As soon as reasonable practicable after the release of the RSU, the Participant shall receive from the Company, as elected by the Allianz SE, for each released RSU either
- one Allianz SE share ("Share Settlement") or
 - a cash payment in the amount of the Average Market Value of the Allianz SE share on the Vesting Date ("Cash Settlement").
- 6.2 The payout is limited to an increase of the Grant Price by 200% (cap). If necessary to meet the cap, in case of a Share Settlement the Company shall reduce the number of Allianz SE shares to which the Participant is entitled accordingly.
- 6.3 In case of a Cash Settlement, the payout shall be made by the Company in the currency set forth in the Participant's employment or service contract for salary payments. If the payout is not made in Euro, the Euro payout amount shall be converted into the relevant currency at the arithmetic average of the exchange rates quoted at the interbank London foreign exchange market at 5.00 p.m. CET on each day of the Averaging Period which was relevant for determining the Average Market Value, rounded to four decimal places.

7 TAX TREATMENT

- 7.1 The Participant is responsible for all taxes, social security contributions and other levies in relation to the RSU. The amount of any such tax, contribution or levy may be deducted from any amounts payable to the Participant or otherwise may be satisfied by the sale, on behalf of the Participant of any shares of Allianz SE issued or transferred to the Participant or by reducing the number of shares to which he/she is entitled accordingly.
- 7.2 If the Participant works in different countries during the equity service period
- taxation of the RSU pay-out shall be allocated on a pro rata basis according to the workdays or assignment periods the relevant Participant spent in each country from the start to the end of the equity service period;
 - the Company may require the Participant to issue an undertaking for recourse before any payments under the RSU are made. In the undertaking for recourse, the Participant declares that he/she will reimburse the Company for any payments made by the Company to the tax or social security authorities as a result of a missing, incomplete or incorrect tax return of the Participant. The obligations incumbent on the Company to withhold taxes and social security contributions are not affected hereby.

8 CHANGE OF CONTROL/DELISTING

- 8.1 In case of a Change of Control the RSU are released by the Company for the relevant Participants, without taking into account the Vesting Period, on the day on which the Change of Control becomes legally effective and are paid out as follows:
- The relevant Participants shall receive a cash payment for each RSU amounting to the Average Market Value of the Allianz SE share on the day on which the Change of Control becomes legally effective (if this day is not a Trading Day, on the next subsequent Trading Day).
 - If the RSU are released as a result of a public tender offer for the shares of Allianz SE, the cash payment for each RSU shall be equal to the value of the consideration offered per share on the last day of the offer period, provided this value is higher than the price pursuant to above.
- 8.2 In case of a final delisting of the Allianz SE shares, the RSU are released by the Company for the Participants, without taking into account the Vesting Period, on the day on which the delisting becomes legally effective. The relevant Participants shall receive a cash payment for each RSU amounting to the Average Market Value of the Allianz SE share on the last Trading Day before the delisting becomes legally effective.

9 LEAVING EMPLOYMENT

9.1 Good Leaver

- **Continued Vesting:** If during the term of the Vesting Period a Participant Leaves Employment as a Good Leaver in the cases listed below, the Participant's RSU shall remain valid and shall be paid out after expiry of the Vesting Period in accordance with these RSU Conditions:
 - regular or early retirement,
 - ill-health or disability (generally or job specifically),
 - Good Leaver being a Risk-Taker (except in case of his/her death), or
 - the mandate of a member of the board of management or the fixed term of his/her service contract being not renewed or extended by the Company after its expiry.
- **Release of RSU:** In all other cases, where a Participant Leaves Employment as a Good Leaver, the RSU shall be released by the Company, without taking into account the Vesting Period, on the first Trading Day after the day on which his/her Leaving Employment became effective. For each released RSU, the Participant (or the heirs, in case of the Participant's death) shall receive a cash payment in accordance with Section 6.3.

- 9.2 **Bad Leaver:** If a Participant Leaves Employment and is a Bad Leaver any RSU already granted to the Participant will immediately lapse and no further RSU will be granted nor any cash payment compensating future RSU grants will be made.

- 9.3 **Leaving Employment based on mutual agreement:** If a Participant Leaves Employment based on a mutual agreement with the Company,
- Section 9.1 above shall apply and be incorporated into the mutual agreement if the underlying reasons for Leaving Employment would qualify the Participant as a Good Leaver; and
 - Section 9.2 above shall apply and be incorporated into the mutual agreement if the underlying reasons for Leaving Employment would qualify the Participant as a Bad Leaver; any deviation from this rule requires approval by the Group Compensation Committee or any other approval body as designated by the Group Compensation Committee (e.g. GCC office).

10 ADMINISTRATION

- 10.1 The technical administration and operation of the RSU will be conducted by the Company. The Company may use support of other members of Allianz Group (such as Allianz SE) and external service providers.
- 10.2 The Company shall appoint a coordinator being responsible for the collection and transfer of all necessary RSU-related data and for any communication and cooperation required for the administration of the RSU. As a rule, the coordinator shall be the Participant's contact person regarding the RSU.

10.3 The Participant shall provide the Company or its external service providers with correct personal and contact data necessary to properly administer the RSU. The Participant shall inform the Company of any change in his/her personal or contact data via the Online Service. In case the Participant fails to meet such obligation, he/she shall have no claim against the Company based on lack of notification or information.

10.4 The Participant's personal data as well as other basic information concerning RSU shall be accessible by the Participant via the Online Service. The Online Service shall be available via Internet and can be accessed by use of the Participant's individual authentication details provided by the administrator of the Online Service. All data, statements and explanations displayed in the Online Service are shown for information purposes only and are non-binding; such data, statements and explanations may not be used as a basis for a legal claim by a Participant.

11 VALIDITY

The Company can change the RSU Conditions in anyway, particularly in order to meet administrative requirements. New RSU Conditions shall become effective at the time when they have been made available to the Participant.

12 DATA PROTECTION

12.1 By signing the performance letter or accepting the RSU grant in the Online Service, the Participant consents to the collection, storage, processing, transfer and use of his/her personal data provided by the Participant in the context of the AEI for the purposes of the operation of the AEI, including the transfer to other members of Allianz Group, trustees and a third party service provider as described below. This includes in particular for the purpose of the operation of the AEI:

- Administering and maintaining Participant records within the Company, Allianz SE and/or other members of Allianz Group;
- Providing personal/compensation data to
 - Allianz SE and/or other members of Allianz Group;
 - trustees of any employee benefit trust;
 - third party administrators of the AEI;
- Assessment of any entitlements under the AEI by the Company, Allianz SE and/or other members of Allianz Group.

13 MISCELLANEOUS

13.1 Any claims of a Participant under the RSU shall expire without any further notice upon expiry of one year after the release of the relevant RSU.

13.2 The RSU are not pledgeable or transferable and do not confer any voting or dividend rights.

13.3 The Participants shall not use personal hedging strategies or compensation- and liability related insurance to undermine the risk alignment embedded in the variable compensation provided by this AEI.

13.4 If capital measures, restructurings or other measures are carried out during the Vesting Period, which lead to a dilution of the value of the RSU, a fair adjustment of the number and/or the payout of the RSU will be undertaken by the Company by exercising equitable discretion and in accordance with generally recognized capital market standards. The goal in this process is to retain the value of the RSU which the RSU had immediately before implementation of the relevant measure. The calculation of the adjustment shall be carried out by the Company in line with Allianz Group guidelines. The Participants shall be informed of the adjustment and the day of its validity.

13.5 As far as these RSU Conditions contain rules which are contradictory to the provisions of the Participant's individual employment contract or mandatory applicable laws, the provisions of the employment contract and of the applicable laws shall prevail. If any of the provisions of these RSU Conditions is or becomes invalid or non-binding or unenforceable (in total or in part), the contractual parties shall remain bound to the remaining part and shall to the extent necessary replace the invalid, non-binding or unenforceable part by provisions which are to the greatest extent possible, similar to the original purpose. The other provisions shall remain unaffected.

13.6 These RSU Conditions and the construction of the rules and any documentation issued in connection with it is governed by the laws applicable to the Participant's executive or employment contract with the Company.

APPENDIX A Risk-Taker Grants

The provisions of this Appendix A modify the RSU Conditions in respect of any grants made to Participants which are designated as Risk Taker grants.

PREAMBLE

- A. Regulations regarding compensation systems for the insurance sector require that Risk Takers must have deferred pay arrangements for their variable compensation with the possibility of the Company to reduce the payout for individual, unit or Group underperformance.
- B. The subsequent provisions amend the RSU Conditions and apply to such persons who (i) at any time during a performance year for which RSU are granted, have assumed or held the status of a Risk Taker and (ii) do not receive any Mid-Term Bonus.

AMENDMENTS OF RSU CONDITIONS

The RSU Conditions are modified as follows:

1. With regard to RSUs granted to Participants who are Risk Takers and who do not also receive a Mid-Term Bonus with respect to the same performance year, a sustainability assessment will be carried out prior to the Vesting Date, which will determine whether the RSUs will vest in full, or whether they will be reduced (if applicable, to nil).
2. When conducting the sustainability assessment, the Company shall take into account whether during the Vesting Period it comes to light that:
 - the Participant's individual performance has or may have contributed substantially to Allianz Group or any member of Allianz Group incurring significant financial losses or to a significant downward restatement of any published quarterly or annual results of Allianz Group or any member of Allianz Group; or
 - there is evidence of misbehavior or serious error by the Participant, including breach of legal or regulatory requirements or any policy, code of conduct or other internal or external rule or procedure; or
 - the Participant engages in conduct or performance of acts which are considered malfeasance or fraud, or the Participant's behavior was subject to an investigation which led to a finding that could have given reason to the Participant's termination of employment for cause; or
 - the Participant engages in conduct and/or fails to discharge his/her supervisory or managerial responsibilities which contributes to an outcome that is detrimental to Allianz Group or part of Allianz Group, or has engaged or engages in conduct which results in or contributes substantially to significant reputational harm to Allianz Group or any member of the Allianz Group; or
 - material new information arises that would have changed the original determination of the RSUs granted to that Participant if it was known at the time when the RSUs were granted; or
 - Allianz Group incurs significant losses or has insufficient capital to continue to operate sustainably.
3. If, based on the sustainability assessment, the Company comes to the conclusion that the Participant's performance was not sustainable with regard to one or more of the points listed in clause 2, it may at its sole discretion forfeit all or part of the relevant RSU subject to the relevant Compensation Committee approving such forfeiture.

APPENDIX B U.S.A

The provisions of this appendix modify the Conditions (including the other appendices) in respect of any grants of RSUs made under it on or after 1 January 2012 to Participants who are U.S. citizens or who are tax resident in the United States of America or whose grants of RSUs are otherwise subject to taxation in the United States.

By accepting the subject AEI award, you are accepting and acknowledging that the definitions and conditions specified herein are applicable to the subject grant, and that these definitions and conditions are controlling unless otherwise modified by written agreement between the Participant and the Company and supersede and replace any prior Supplemental Definitions and Conditions.

[Section 1.2 of the RSU Conditions is deleted and replaced with the following provision.](#)

1.2 The Allianz Equity Incentive is granted in the form of restricted stock units of Allianz SE ("RSU") and entitles the Participant, upon expiry of the Vesting Period (defined in Section 4 below) to receive an amount in cash.

[The following definitions are added to Section 1.6 of the RSU Conditions.](#)

"Retirement" means a Participant that Leaves Employment (as defined in Section 1.6) at a minimum age of 65 years.

"Early retirement" means a Participant that Leaves Employment (as defined in Section 1.6) at a minimum age of 55 years combined with the Participant having attained a minimum of 10 Years of Service with the Allianz Group. Years of Service is

measured from a Participant's most recent employment hire or rehire date with the Allianz Group.

"Ill health" or "disability" mean that the Participant is unable to perform the essential functions of his/her position, either with or without reasonable accommodation and without posing a direct threat to either the Participant or any other person, as a result of a medically determinable physical or mental impairment.

"Cause" shall include, but not be limited to, the good faith, reasonable determination by the Company, in its sole discretion, that the Participant has engaged in one or more of the following:

- willful damaging of the property, business, or goodwill of any of the companies within the Allianz Group; or
- conduct that damages the reputation or image of any of the companies within the Allianz Group; or
- commission of a felony; or
- theft, dishonesty, fraud or embezzlement; or
- gross inattention to or neglect of the duties to be performed by the Participant; or
- the repeated use of alcohol, narcotics or other controlled substances to the extent that it prevents the Participant from efficiently performing services for the Company; or
- willful injury of, or threat of injury to, any other employee of any of the companies within the Allianz Group; or
- willful injury of, or threat of injury to, any person in the course of performance of services for the Company; or
- disclosing to a competitor or other unauthorized persons confidential, proprietary or trade secret information of any of the companies within the Allianz Group; or

- solicitation of business on behalf of a competitor or a potential competitor; or
- failure of the Participant for any reason within five (5) business days after receipt by the Participant of written notice thereof from the Company, or an agreed upon reasonable time, to correct, cease or otherwise alter any insubordination, failure to comply with lawful instructions, or other act or omission to act that in the sole opinion of the Company does or may adversely affect its business or operations; or
- serious or repeated failure of the Participant to comply with any provision of the Company's or Allianz's Human Resources policies or Code of Conduct.

[The definition of "Good Leaver" in Section 1.6 of the RSU Conditions is deleted and replaced with the following provision.](#)

"Good Leaver" is a Participant who Leaves Employment due to one or more of the following reasons:

- the Company terminates the Participant's employment solely due to a job elimination or reduction in force without offer of a comparable position within the Allianz Group;
- the Company terminates the Participant's employment due to ill health or disability;
- the Participant terminates employment solely due to retirement, early retirement or death; or
- if the mandate of a member of the board of management or the fixed term of the Participant's service contract is not renewed or extended by the Company after its expiry.

Notwithstanding the foregoing, a Participant is not a Good Leaver if his/her termination is for cause.

The definition of “Bad Leaver” in Section 1.6 of the RSU Conditions is deleted and replaced with the following provision.

“Bad Leaver” is a Participant who is not a “Good Leaver” (e.g. if the Participant voluntarily Leaves Employment, prior to becoming retirement eligible or early retirement eligible, or Leaves Employment because the Company terminates his/her employment for cause).

The definition of “Change of Control” in Section 1.6 of the RSU Conditions is deleted and replaced with the following provision.

“Change of Control” means that an entity or person not being a member of Allianz Group obtains directly or indirectly, alone or together with other shareholders which are acting together in the sense of an acting in concert, more than 50% of the voting rights of the Company (including voting rights that are attributed to that person or entity according to applicable laws), provided that in the case of RSUs that are granted to Risk Takers or granted to Participants who are or could become retirement-eligible or early-retirement eligible during the Vesting Period, a Change of Control will only be deemed to occur to the extent that such event constitutes a change in the ownership or effective control of the Company within the meaning of Treasury Regulation Section 1.409A-3(i)(5).

The definition of “Leaving Employment” in Section 1.6 of the RSU Conditions is deleted and replaced with the following provision.

“Leaving Employment” or “Leaves Employment” means the Participant ceases to be an employee of the Company or member of the board of management of the Company and incurs a “separation from service” within the meaning of U.S. Treasury Regulation § 1.409A-1(h).

The definition of “Risk Taker” in Section 1.6 of the RSU Conditions is deleted and replaced with the following provision.

“Risk Taker” means any Participant who was designated as a Risk Taker for AEI purposes by the Company on (or prior to) the date of grant of the RSU regardless of the Participant’s actual status as a Risk Taker for other Company purposes at the time of settlement of the RSU.

Section 6.1 of the RSU Conditions is deleted and replaced with the following provision.

6.1 Subject to the terms and conditions of these RSU Conditions and as soon as reasonable practicable after the release of the RSU, the Participant shall receive from the Company, as elected by the Company, for each released RSU, a cash payment in the amount of the Average Market Value of the Allianz SE share on the Vesting Date (“Cash Settlement”).

The last sentence of Section 6.2 of the RSU Conditions is deleted.

The following paragraph is added to the end of Section 6 of the RSU Conditions:

Section 6.4 is added to the RSU Conditions to read as follows:

The following provision applies only in the case of RSUs granted to participants who (i) have not been designated as Risk Takers for AEI purposes and/or (ii) could in no event be or become retirement eligible or early-retirement eligible during the Vesting Period:

The settlement for any RSU shall occur within the “short-term deferral period” as defined in U.S. Treasury Regulation § 1.409A-1(b)(4).

Section 8 of the RSU Conditions is deleted and replaced with the following provision.

8 CHANGE OF CONTROL/DELISTING

- 8.1 In case of a Change of Control the RSU are released by the Company for the relevant Participants, without taking into account the Vesting Period, on the day the Change of Control becomes legally effective and are paid out as follows:
- The relevant Participants shall receive a cash payment for each RSU amounting to the Average Market Value of the Allianz SE share on the day on which the Change of Control becomes legally effective (if this day is not a Trading Day, on the next subsequent Trading Day).
 - If the RSU are released as a result of a public tender offer for the shares of Allianz SE (which qualifies as a Change of Control), the cash payment for each RSU shall be equal to the value of the consideration offered per share on the last day of the offer period, provided this value is higher than the price pursuant to above.

8.2 The following provision applies only in the case of RSUs granted to participants who (i) have not been designated as Risk Takers for AEI purposes and (ii) could in no event be or become retirement-eligible or early-retirement eligible during the Vesting Period:

In case of a final delisting of the Allianz SE shares, the RSU are released by the Company for the Participants, without taking into account the Vesting Period, on the day on which the delisting becomes legally effective. The relevant Participants shall receive a cash payment for each RSU amounting to the Average Market Value of the Allianz SE share on the last Trading Day before the delisting becomes legally effective.

Section 9.2 of the RSU Conditions is deleted and replaced with the following provision.

9.2 "Good Leaver"

Continued Vesting: If during the term of the Vesting Period a Participant

- (i) Leaves Employment as a Good Leaver and either was retirement-eligible or early retirement-eligible as of the date of termination and/or
- (ii) Leaves Employment as a Good Leaver and was designated as a Risk Taker for AEI purposes at the time of grant of the RSUs (or prior thereto), the Participant's RSU shall remain valid and shall be paid out after expiry of the Vesting Period in accordance with these RSU Conditions; provided that the payment shall be after the Vesting Date, but in no event later than the end of the calendar year in which the Vesting Date occurs.

Release of RSU: Subject to paragraph 9.4 below, in all other cases where a Participant Leaves Employment as a Good Leaver, the RSU shall be released by the Company, without taking into account the Vesting Period, on the first Trading Day after the day on which the Participant's Leaving Employment becomes effective (but in no event later than March 15th of the year following the year in which the Participant Leaves Employment). For each released RSU, the Participant (or the heirs, in case of the Participant's death) shall receive a cash payment equal to the Average Market Value of the Allianz SE share on such day of release.

The following paragraph is added to the end of Section 9 of the RSU Conditions.

- 9.4 Any RSU payments triggered upon a termination of employment shall be further conditioned on the timely receipt by the Company of a general release of all claims waivable under applicable law in such form acceptable to the Company, which shall include certain post-employment restrictive covenants that the Company deems necessary to protect its business interests including, but not limited to, non-solicitation, non-interference and non-disparagement and further, to the extent permitted by applicable law, a noncompetition provision. The determination as to whether a position is a comparable position is made solely by the Company.

The following paragraph is added to the end of Section 13 of the RSU Conditions.

- 13.7 The RSU are not transferable, the Participant shall not be permitted to sell, transfer, pledge, assign or encumber RSU.

The following paragraph is added as Section 14 of the RSU Conditions.

- Neither the Company nor any member of Allianz Group guarantees the tax treatment of any payments under the AEI. However, the intent of the Company is that the payments and benefits under this AEI be exempt from, or comply with, Section 409A of the Internal Revenue Code of 1986, as amended, and all Treasury Regulations and guidance promulgated thereunder ("Code Section 409A") and to the maximum extent permitted the AEI shall be limited, construed and interpreted in accordance with such intent. In no event whatsoever shall the Company or its affiliates or their respective officers, directors, employees or agents be liable for any additional tax, interest or penalties that may be imposed on any Participant by Code Section 409A or damages for failing to comply with Code Section 409A.
- Notwithstanding any other provision of this AEI to the contrary, if at the time of Participant's separation from service (as defined in Code Section 409A), Participant is a "Specified Employee", then the Company will defer the payment or commencement of any nonqualified deferred compensation subject to Code Section 409A payable upon separation from service (without any reduction in such payments or benefits ultimately paid or provided to Participant) until the date that is six (6) months following separation from service or, if earlier, the earliest other date as is permitted under

Code Section 409A (and any amounts that otherwise would have been paid during this deferral period will be paid in a lump sum on the day after the expiration of the six (6) month period or such shorter period, if applicable). Participant will be a "Specified Employee" for purposes of this AEI if, on the date of Participant's separation from service, Participant is an individual who is, under the method of determination adopted by the Company and the Allianz Group designated as, or within the category of Participants deemed to be, a "Specified Employee" within the meaning and in accordance with Treasury Regulation Section 1.409A-1(i). The Company shall determine in its sole discretion all matters relating to who is a "Specified Employee" and the application of and effects of the change in such determination.

- In the event that a payment could be made in more than one tax year based on Participant action (such as the time the Participant signs a general release agreement), payment will be made in the second taxable year.

- Notwithstanding anything in this AEI or elsewhere to the contrary, a termination of employment shall not be deemed to have occurred for purposes of any provision of this AEI providing for the payment of any amounts or benefits that constitute "non-qualified deferred compensation" within the meaning of Code Section 409A upon or following a termination of the Employee's employment unless such termination is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of this AEI, references to a "termination," "termination of employment" or like terms shall mean "separation from service" and the date of such separation from service shall be the date of termination for purposes of any such payment or benefits.

APPENDIX C

Supplementary Conditions for the AEI Applicable to Allianz Global Investors GmbH only

PREAMBLE

These supplementary conditions (“Supplementary Conditions”) to the RSU conditions for the Allianz Equity Incentive (AEI) as amended (“RSU Conditions”) specify the terms and conditions under which the RSU Conditions are to be modified or supplemented in its application to such a person who, at any time during a Performance Year (as defined below), has assumed or held the status of Identified Staff at Allianz Global Investors GmbH or any of its subsidiaries being a Management Company (as defined below) so as to make the RSU Conditions compliant with the requirements for the deferred cash portion of variable compensation arising from the provisions of (i) the directive 2014/91/EU of the European Parliament and of the Council of 23 July 2014 (UCITS V) and the directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 (AIFMD), (ii) the Guidelines on sound remuneration policies under the AIFMD of the European Securities and Markets Authority (ESMA) (ESMA/2013/232 as amended by ESMA/2016/579) as well as the Guidelines on sound remuneration policies under the UCITS Directive of the ESMA (ESMA/2016/575), (iii) the directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 (MiFiD II) and (iv) any local law transposing UCITS V, AIFMD and MiFiD II (including any regulatory administrative practice) (together “Requirements”). Words and expressions defined in the RSU Conditions will have the same meaning in these Supplementary Conditions except as otherwise provided.

IDENTIFIED STAFF GRANTS

The provisions of these Supplementary Conditions modify the RSU Conditions in respect of any grants made by Allianz Global Investors GmbH or any of its subsidiaries being a Management Company (as defined below) to Participants which are designated as Identified Staff at any time during the Performance Year (as defined below).

AMENDMENT OF RSU CONDITIONS

Section 1.2 of the RSU Conditions is deleted and replaced with the following provision:

- 1.2 The Allianz Equity Incentive is granted in form of restricted stock units of Allianz SE (“RSU”) and entitle the Participant, upon expiry of the Vesting Period (defined in Section 4 below) to receive an amount in cash or shares (shares of Allianz SE) subject to Clawback pursuant to Section 6a.

The following definitions will be added to Section 1.6 of the RSU Conditions:

“AIFs” mean alternative investment funds within the meaning of Article 4 para. 1 point (a) AIFMD as amended.

“Clawback” means the return of the ownership of an amount of remuneration from the Participant to the Company under certain circumstances.

“Control Functions” means staff (other than senior management) responsible for risk management, compliance, internal audit and similar functions within the Management Company.

“Fund(s)” means AIFs and/or UCITS and/or any other account that is managed or overseen by an Identified Staff.

“Identified Staff” means categories of staff, including senior management, risk takers, Control Functions and any employee receiving total remuneration that falls into the remuneration bracket of senior management and risk takers whose professional activities have a material impact on the Management Company’s risk profile or the risk profiles of the Funds that it manages.

“Malus” means the prevention of the vesting of all or part of the amount of the deferred RSU in relation to risk outcomes or performance of the Management Company as a whole, the business unit, the Fund(s) and, where possible, the Participant.

“Management Company” means any Company, who is either subject to one or more of the Requirements or who applies one or more of the Requirements mutatis mutandis.

“Performance Year” means the one year period (usually starting with 1 January and ending on 31 December) prior to the grant of the RSU and for which RSU are granted regardless of the actual duration of employment of the Participant as Identified Staff at the Company during the Performance Year. A RSU will be granted for a Performance Year in the calendar year immediately following the Performance Year (i.e., a RSU granted in 2018 will be granted in respect to Performance Year 2017).

“Requirements” has the meaning set forth in the Preamble.

“UCITS” means undertakings for collective investment in transferable securities within the meaning of Article 1 para. 2 of the directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009 as amended.

The definition of Risk-Taker in Section 1.6 of the RSU Conditions is deleted.

The second sentence of Section 3.1 of the RSU Conditions is deleted and replaced with the following provision.

3.1 For the Other AEI-Participants the RSU are granted by an individual offer by the Company, subject to the RSU Conditions and these Supplementary Conditions, and in accordance with the relevant compensation guidelines of the Company and Allianz Group.

The fourth sentence of Section 3.3 of the RSU Conditions is deleted and replaced with the following provision.

3.3 By confirming the grant, the Participant shall simultaneously declare his/her consent to the RSU Conditions and these Supplementary Conditions.

Sections 4.3 and 4.4 are added to the RSU Conditions to read as follows:

4.3 The RSU granted to Participants who are Identified Staff shall vest in full on the Vesting Date only to the extent that it is sustainable according to the financial situation of the Management Company as a whole, and justified according to the performance of the business unit, the Funds and the Participant concerned under an ex-post risk adjustment. The criteria of such an ex-post risk adjustment which trigger a Malus are as follows:

- evidence of misbehaviour or serious error by the Participant (e.g. breach of code of conduct and other internal rules, especially concerning risks) relating to the Performance Year for which the RSU have been granted,

- whether (1) the Funds, (2) the Management Company and/or (3) the business unit in which the Participant works subsequently suffers a significant downturn in its/their financial performance,
- whether (1) the Funds, (2) the Management Company and/or (3) the business unit in which the Participant works suffers a significant failure of risk management, and/or
- significant changes in the Management Company's overall financial situation.

However, Malus will only apply if (i) a criterion pursuant to this Section 4.3 was caused by the negligence or wilful misconduct of the Participant, and (ii) it is ensured that, taking into account all circumstances, general business risks are not passed on to the Participant.

4.4 The Company shall carry out a Malus assessment in accordance with its internal processes in order to determine if a Malus applies. As part of the Malus assessment, the Company shall hear the Participant, and determine an appropriate extent of any Malus (which can be up to 100%) which an employer, acting reasonably, would have determined taking into account any criteria fulfilled pursuant to Section 4.3, the level of deviation of the ex post performance measurement from the ex ante performance measurement on which basis the RSU and the number of RSU were determined, current compensation and reductions in payouts of amounts previously earned, including through Malus or Clawback arrangements as well as other circumstances of the individual case. For example, RSU shall generally be considerably prevented from vesting where subdued or negative financial performance of the Management Company or of the Funds

concerned occurs. Any Malus is subject to the Company's HR, legal & compliance and risk management departments' explicit consent.

Section 5.1 of the RSU Conditions is deleted and replaced with the following provision.

5.1 On the last day of the Vesting Period (the "Vesting Date"), the RSU, to the extent vested, are released by the Company uniformly for all Participants.

Section 5.3 is added to the RSU Conditions to read as follows:

5.3 For the avoidance of doubt, to the extent that vesting of RSU does not occur, the Participant shall not be entitled to such unvested part of the RSU and no amounts shall be paid respectively no shares shall be provided in respect of such unvested part of the RSU.

Section 6.1 of the RSU Conditions is deleted and replaced with the following provision.

6.1 As soon as reasonable practicable after the release of the RSU, the Participant shall receive from the Company, as elected by the Allianz SE, for each released RSU and subject to Clawback pursuant to Section 6a either

- one Allianz SE share ("Share Settlement") or
- a cash payment in the amount of the Average Market Value of the Allianz SE share on the Vesting Date ("Cash Settlement").

**Section 6a is added to the RSU
Conditions to read as follows:**

6a Clawback

6a.1 The Company shall be entitled to claw back from the Participant all or parts of the shares provided respectively the amounts paid in respect of the RSU released or – if payout has not been made – the RSU released to the extent that, after the respective Vesting Period, in particular one or more of the following events which relate to the Performance Year for which the RSU have been granted have come to light:

- fraud was committed by the Participant,
- misleading information was provided by the Participant to clients, regulators, the public (the market in particular) or the Company (i.e. its board of management, the Participant's superiors or other departments), and/or
- remuneration was received by the Participant in breach of UCITS V, AIFMD and/or the remuneration policy of the Company as amended.

However, the Company is only entitled to Clawback if (i) an event pursuant to this Section 6a.1 was caused by the negligence or wilful misconduct of the Participant, and (ii) it is ensured that, taking into account all circumstances, general business risks are not passed on to the Participant.

6a.2 The Company shall carry out a Clawback assessment in accordance with its internal processes in order to determine if a Clawback applies. As part of the Clawback assessment, the Company shall hear the Participant, and determine an appropriate extent of any Clawback (which can be up to 100%), which an employer, acting reasonably, would have determined taking into account any events occurred pursuant to Section 6a.1, the level of deviation of the ex post performance measurement from the ex ante performance measurement on which basis the RSU and the number of RSU were determined, current compensation and reductions in payouts of amounts previously earned, including through Malus or Clawback arrangements as well as other circumstances of the individual case. Any Clawback is subject to the Company's HR, legal & compliance and risk management departments' explicit consent.

6a.3 Clawback can only be exercised until the ordinary payout pursuant to those plan rules (as amended) which apply to the component of the Participant's total variable compensation which becomes due last among all the variable compensation components for the respective Performance Year, i.e. currently Clawback can be exercised until a period consisting of (i) a five (5) years period starting from 1 January of the respective Performance Year and (ii) a period starting from the end of the aforementioned five (5) years period until the pay out of such component of the total variable compensation for the respective Performance Year which becomes due last has expired.

6a.4 If Clawback is exercised:

- the Participant has to return the Allianz SE shares or, to the extent that the Participant has sold the Allianz SE shares, pay the amounts received for the sale of such Allianz SE shares, or
- the Participant has to repay the amounts received in case of a Cash Settlement, or
- if no payout has been made yet, the RSU released shall be forfeited.

In case of Clawback which does not relate to a return of shares, the Participant shall repay the (portion of the) released RSU clawed back on a gross basis unless the request to repay the gross amount would be unreasonable. Such request would be in particular unreasonable if the Participant can prove that he or she will not receive any tax refunds for the repaid (portion of) the RSU.

6a.5 If Clawback is exercised, the Participant has to return the Allianz SE shares respectively repay the amounts clawed back to the Company within two (2) months since having received the return respectively repayment request and cannot refuse repayment because he or she has already spent the amounts received in respect of a released RSU. To the extent permitted by applicable law, the Company reserves the right to deduct any such repayment amount from the salary or other outstanding payments due to the Participant. If such deductions are insufficient to satisfy the repayment amount, the Participant shall be required to make alternative arrangements in order to repay it in full to the Company.

Section 8 of the RSU Conditions is deleted and replaced with the following provision.

8 Change of Control/Delisting

- 8.1 In case of a Change of Control, the Company may adjust the number, the vesting conditions and payout of the RSU in a manner consistent with the Change of Control and as may be necessary or appropriate as a result of the Change of Control taking into account the Requirements. Unless the Company makes any other adjustments and subject to Sections 4.3 and 4.4, the RSU vest and are released by the Company for the relevant Participants, without taking into account the Vesting Period, on the day on which the Change of Control becomes legally effective and are paid out as follows:
- The relevant Participants shall receive a cash payment for each vested RSU amounting to the Average Market Value of the Allianz SE share on the day on which the Change of Control becomes legally effective (if this day is not a Trading Day, on the next subsequent Trading Day).
 - If the RSU are released as a result of a public tender offer for the shares of Allianz SE, the cash payment for each vested RSU shall be equal to the value of the consideration offered per share on the last day of the offer period, provided this value is higher than the price pursuant to above.

- 8.2 In case of a final delisting of the Allianz SE shares, the RSU vest and are released by the Company for the Participants subject to Sections 4.3 and 4.4, without taking into account the Vesting Period, on the day on which the delisting becomes legally effective. The relevant Participant shall receive a cash payment for each vested RSU amounting to the Average Market Value of the Allianz SE share on the last Trading Day before the delisting becomes legally effective.

The first sentence of Section 9.1 of the RSU Conditions is deleted and replaced with the following provision.

- 9.1 Good Leaver
- Continued Vesting: If during the term of the Vesting Period a Participant Leaves Employment as a Good Leaver in the cases listed below, the Participant's RSU shall remain valid and shall be paid out after expiry of the Vesting Period in accordance with these RSU Conditions:
 - regular or early retirement,
 - ill-health or disability (generally or job specifically),
 - Good Leaver being an Identified Staff at any time during the Performance Year for which the relevant RSU have been granted, or
 - the mandate of a member of the board of management or the fixed term of his/her service contract being not renewed or extended by the Company after its expiry.

Appendix A (Risk-Taker Grants) of the RSU Conditions is deleted.

A new Appendix B(1), which shall modify the Supplementary Conditions in respect of any grants of RSUs made under it on or after 1 January 2018 to Participants who are U.S. citizens or who are tax resident in the United States of America or whose grants of RSUs are otherwise subject to taxation in the United States and which shall replace Appendix B of the RSU Conditions in its entirety, to read as follows:

**APPENDIX B(1)
U.S.A.**

The provisions of this appendix modify the Supplementary Conditions (including the other appendices) in respect of any grants of RSUs made under it on or after 1 January 2018 to Participants who are U.S. citizens or who are tax resident in the United States of America or whose grants of RSUs are otherwise subject to taxation in the United States, and who are designated as Identified Staff at any time during the Performance Year.

By accepting the subject AEI award, you are accepting and acknowledging that the definitions and conditions specified herein are applicable to the subject grant, and that these definitions and conditions are controlling unless otherwise modified by written agreement between the Participant and the Company and supersede and replace any prior Supplemental Definitions and Conditions.

Section 1.2 of the RSU Conditions is deleted and replaced with the following provision.

1.2 The Allianz Equity Incentive is granted in the form of restricted stock units of Allianz SE (“RSU”) and entitles the Participant, upon expiry of the Vesting Period (defined in Section 4 below) to receive an amount in cash subject to Clawback pursuant to Section 6a.

The following definitions are added to Section 1.6 of the RSU Conditions.

“Retirement” means a Participant that Leaves Employment (as defined in Section 1.6) at a minimum age of 65 years.

“Early retirement” means a Participant that Leaves Employment (as defined in Section 1.6) at a minimum age of 55 years combined with the Participant having attained a minimum of 10 Years of Service with the Allianz Group. Years of Service is measured from a Participant’s most recent employment hire or rehire date with the Allianz Group.

“Ill health” or “disability” mean that the Participant is unable to perform the essential functions of his/her position, either with or without reasonable accommodation and without posing a direct threat to either the Participant or any other person, as a result of a medically determinable physical or mental impairment.

“Cause” shall include, but not be limited to, the good faith, reasonable determination by the Company, in its sole discretion, that the Participant has engaged in one or more of the following:

- willful damaging of the property, business, or goodwill of any of the companies within the Allianz Group; or

- conduct that damages the reputation or image of any of the companies within the Allianz Group; or
- commission of a felony; or
- theft, dishonesty, fraud or embezzlement; or
- gross inattention to or neglect of the duties to be performed by the Participant; or
- the repeated use of alcohol, narcotics or other controlled substances to the extent that it prevents the Participant from efficiently performing services for the Company; or
- willful injury of, or threat of injury to, any other employee of any of the companies within the Allianz Group; or
- willful injury of, or threat of injury to, any person in the course of performance of services for the Company; or
- disclosing to a competitor or other unauthorized persons confidential, proprietary or trade secret information of any of the companies within the Allianz Group; or
- solicitation of business on behalf of a competitor or a potential competitor; or
- failure of the Participant for any reason within five (5) business days after receipt by the Participant of written notice thereof from the Company, or an agreed upon reasonable time, to correct cease or otherwise alter any insubordination, failure to comply with lawful instructions, or other act or omission to act that in the sole opinion of the Company does or may adversely affect its business or operations; or
- serious or repeated failure of the Participant to comply with any provision of the Company’s or Allianz’s Human Resources policies or Code of Conduct.

The definition of “Bad Leaver” in Section 1.6 of the RSU Conditions is deleted and replaced with the following provision.

“Bad Leaver” is a Participant who is not a “Good Leaver” (e.g. if the Participant voluntarily Leaves Employment, prior to becoming retirement eligible or early retirement eligible, or Leaves Employment because the Company terminates his/her employment for cause).

The definition of “Change of Control” in Section 1.6 of the RSU Conditions is deleted and replaced with the following provision.

“Change of Control” means that an entity or person not being a member of Allianz Group obtains directly or indirectly, alone or together with other shareholders which are acting together in the sense of an acting in concert, more than 50% of the voting rights of the Company (including voting rights that are attributed to that person or entity according to applicable laws), provided that in the case of RSUs that are granted to Identified Staff or granted to Participants who are or could become retirement-eligible or early-retirement eligible during the Vesting Period, a Change of Control will only be deemed to occur to the extent that such event constitutes a change in the ownership or effective control of the Company within the meaning of Treasury Regulation Section 1.409A-3(i)(5).

The definition of “Leaving Employment” in Section 1.6 of the RSU Conditions is deleted and replaced with the following provision.

“Leaving Employment” or “Leaves Employment” means the Participant ceases to be an employee of the Company or member of the board of management of the Company and incurs a “separation from service” within the meaning of U.S. Treasury Regulation § 1.409A-1(h).

Section 6.1 of the RSU Conditions is deleted and replaced with the following provision.

6.1 As soon as reasonable practicable after the release of the RSU (but in no event later than the end of the calendar year in which such RSU is released), the Participant shall receive from the Company, as elected by the Allianz SE, for each released RSU and subject to Clawback pursuant to Section 6a a cash payment in the amount of the Average Market Value of the Allianz SE share on the Vesting Date (“Cash Settlement”).

The last sentence of Section 6.2 of the RSU Conditions is deleted.

Section 8 of the RSU Conditions is deleted and replaced with the following provision.

8 Change of Control/Delisting

8.1 In case of a Change of Control, the Company may adjust the number and the vesting conditions of the RSU in a manner consistent with the Change of Control and as may be necessary or appropriate as a result of the Change of Control taking into account the Requirements, including converting the rights of the Participant in respect of the RSU into a right to receive the cash value of the underlying shares at the time of the Change in Control. Subject to the adjustments made in accordance with the preceding sentence and to Sections 4.3 and

4.4, (i) the RSU will be released and they respectively the cash value will be paid out by the Company for the relevant Participants at the same time as such amounts would have been released and payable without regard to the occurrence of such Change of Control and (ii) the amount to be paid out in respect of the RSU will be as follows:

- The relevant Participants shall receive a cash payment for each vested RSU amounting to the Average Market Value of the Allianz SE share on the day on which the Change of Control becomes legally effective (if this day is not a Trading Day, on the next subsequent Trading Day).
- If the Change of Control occurs as a result of a public tender offer for the shares of Allianz SE, the cash payment for each vested RSU shall be equal to the value of the consideration offered per share on the last day of the offer period, provided this value is higher than the price pursuant to above.

8.2 In case of a final delisting of the Allianz SE shares, the RSU shall vest, subject to Sections 4.3 and 4.4, without taking into account the Vesting Period, on the day on which the delisting becomes legally effective, and shall be converted into a right for the Participant to receive a cash payment for each vested RSU amounting to the Average Market Value of the Allianz SE share on the last Trading Day before the delisting becomes legally effective. Notwithstanding the immediately preceding sentence, such cash value shall be paid to the Participant at the same time as the RSU would have been released without regard to the occurrence of such a delisting.

The following paragraph is added to the end of Section 9 of the RSU Conditions.

9.4 Any RSU payments triggered upon a termination of employment shall be further conditioned on the timely receipt by the Company of a general release of all claims waivable under applicable law in such form acceptable to the Company, which shall include certain post-employment restrictive covenants that the Company deems necessary to protect its business interests including, but not limited to, non-solicitation, non-interference and non-disparagement and further, to the extent permitted by applicable law, a noncompetition provision. The determination as to whether a position is a comparable position is made solely by the Company.

The following paragraph is added to the end of Section 13 of the RSU Conditions.

13.7 The RSU are not transferable, the Participant shall not be permitted to sell, transfer, pledge, assign or encumber RSU.

The following paragraph is added as Section 14 of the RSU Conditions.

- Neither the Company nor any member of Allianz Group guarantees the tax treatment of any payments under the AEI. However, the intent of the Company is that the payments and benefits under this AEI be exempt from, or comply with, Section 409A of the Internal Revenue Code of 1986, as amended, and all Treasury Regulations and guidance promulgated thereunder (“Code Section 409A”) and to the maximum extent permitted the AEI shall be

limited, construed and interpreted in accordance with such intent. In no event whatsoever shall the Company or its affiliates or their respective officers, directors, employees or agents be liable for any additional tax, interest or penalties that may be imposed on any Participant by Code Section 409A or damages for failing to comply with Code Section 409A.

- Notwithstanding any other provision of this AEI to the contrary, if at the time of Participant's separation from service (as defined in Code Section 409A), Participant is a "Specified Employee", then the Company will defer the payment or commencement of any nonqualified deferred compensation subject to Code Section 409A payable upon separation from service (without any reduction in such payments or benefits ultimately paid or provided to Participant) until the date that is six (6) months following separation from service or, if earlier, the earliest other date as is permitted under Code Section 409A (and any amounts that otherwise would have been paid during this deferral period will be paid in a lump sum on the day after the expiration of the six (6) month period or such shorter period, if applicable). Participant will be a "Specified Employee" for purposes of this AEI if, on the date of Participant's separation from service, Participant is an individual who is, under the method of determination adopted by the Company and the Allianz

Group designated as, or within the category of Participants deemed to be, a "Specified Employee" within the meaning and in accordance with Treasury Regulation Section 1.409A-1(i). The Company shall determine in its sole discretion all matters relating to who is a "Specified Employee" and the application of and effects of the change in such determination.

- In the event that a payment could be made in more than one tax year based on Participant action (such as the time the Participant signs a general release agreement), payment will be made in the second taxable year.
- Notwithstanding anything in this AEI or elsewhere to the contrary, a termination of employment shall not be deemed to have occurred for purposes of any provision of this AEI providing for the payment of any amounts or benefits that constitute "non-qualified deferred compensation" within the meaning of Code Section 409A upon or following a termination of the Employee's employment unless such termination is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of this AEI, references to a "termination", "termination of employment" or like terms shall mean "separation from service" and the date of such separation from service shall be the date of termination for purposes of any such payment or benefits.