

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of Earliest Event Reported): August 5, 2024

**REINSURANCE GROUP OF AMERICA,
INCORPORATED**

(Exact Name of Registrant as Specified in its Charter)

Missouri
(State or Other Jurisdiction
of Incorporation)

1-11848
(Commission
File Number)

43-1627032
(IRS Employer
Identification No.)

16600 Swingley Ridge Road, Chesterfield, Missouri 63017
(Address of Principal Executive Offices, and Zip Code)

Registrant's telephone number, including area code: (636) 736-7000

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.01	RGA	New York Stock Exchange
5.75% Fixed-To-Floating Rate Subordinated Debentures due 2056	RZB	New York Stock Exchange
7.125% Fixed-Rate Reset Subordinated Debentures due 2052	RZC	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter):

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

As previously announced, Reinsurance Group of America, Incorporated (the “Company”) appointed Axel André as Executive Vice President, Chief Financial Officer effective August 5, 2024. Todd Larson resigned as Senior Executive Vice President and Chief Financial Officer on such date and will remain employed by the Company until December 31, 2024, serving as Special Advisor to Tony Cheng, the Company’s President and Chief Executive Officer.

Mr. André, 48, has served as the Company’s Executive Vice President, Finance since June 24, 2024. He served as Executive Vice President and Chief Financial Officer of American Equity Investment Life Holding Company from September 2021 until May 2024 and was Executive Vice President and Chief Financial Officer of Jackson Financial Inc. from February 2020 until February 2021. Mr. André served in various roles at AIG Life & Retirement (now Corebridge Financial) from 2013 until 2020 and was previously Managing Director, Global Insurance Strategies at Goldman, Sachs & Co. He received a M.Sci from Imperial College (University of London) and a PhD in Physics from Harvard University.

Pursuant to an offer letter between the Company and Mr. André (the “Offer Letter”) he will receive an annual salary of \$750,000. He will participate in the Company’s Annual Bonus Plan (“ABP”) and his target bonus will be 150% of his annual salary. The potential amount of the ABP payout in 2024 will be prorated based on his start date. All potential payouts under ABP awards will range from zero to a maximum of two times the target bonus. The terms and conditions of the Company’s current ABP were previously reported under “Compensation Discussion and Analysis” in the Company’s proxy statement on Schedule 14A filed with the Securities and Exchange Commission on April 11, 2024 (the “Compensation Disclosures”).

The Offer Letter also provides that Mr. André will participate in the Company’s long-term incentive program and his target award grant will be 400% of base salary. Due to the timing of his start date, Mr. André was granted a one-time award of: restricted stock units valued at \$750,000 and stock appreciation rights valued at \$750,000, with each award vesting in part over time until December 31, 2026. He also received a one-time restricted stock unit award valued at \$1,000,000, with such award vesting in full on July 24, 2027. The terms and conditions of prior Company long-term incentive awards were previously reported in the Compensation Disclosures. The Company’s future proxy statements will provide descriptions of any changes to the Company’s long-term incentive awards.

The foregoing description of Mr. André’s compensation does not purport to be complete and is qualified in its entirety by reference to (i) the Offer Letter, which is filed as Exhibit 10.1 to this Current Report on Form 8-K (this “Current Report”), (ii) the Stock Appreciation Rights Award Agreement, which is filed as Exhibit 10.2 to this Current Report, (iii) the Restricted Stock Unit Agreement, which is filed as Exhibit 10.3 to this Current Report and (iv) the Restricted Stock Unit Agreement, which is filed as Exhibit 10.4 to this Current Report, each of which is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits. The following documents are filed as exhibits to this report:

- 10.1 [Offer Letter, dated April 25, 2024, between the Company and Axel André.](#)
- 10.2 [Stock Appreciation Rights Award Agreement, dated July 24, 2024 between the Company and Axel André.](#)
- 10.3 [Restricted Stock Unit Agreement, dated July 24, 2024 between the Company and Axel André.](#)
- 10.4 [Restricted Stock Unit Agreement, dated July 24, 2024, between the Company and Axel André.](#)
- 104 Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**REINSURANCE GROUP OF AMERICA,
INCORPORATED**

Date: August 5, 2024

By: /s/ Axel André

Axel André

Executive Vice President, Chief Financial Officer

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY “[***]”, HAS BEEN OMITTED BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.



April 25, 2024

Axel André
[***]

Dear Axel:

We are impressed by your talent and confident you can grow your career at RGA. Our team celebrates your curiosity, prioritizes your wellbeing, and seeks to empower you to succeed. We hope you are energized by this chance to collaborate with the brightest minds in our industry to make financial protection accessible to all. We look forward to welcoming you to our global team.

This letter confirms the terms of our offer.

POSITION

We are pleased to formally offer you the following position:

Title: EVP, Chief Financial Officer
Manager: Tony Cheng
Location: Virtual, based in [***] with weekly travel to the home office
Employing Entity: RGA Enterprise Services Company
Target Start Date: June 24, 2024

BASE COMPENSATION

You will be paid an annualized base salary of \$750,000 earned and payable bi-weekly pursuant to our normal payroll practices. Compensation for eligible employees is generally reviewed annually for those employees hired by September 30th of the previous year. RGA's Human Capital Committee of the Board normally reviews executive compensation in December of each year which adjustments made effective in January of the following year.

ANNUAL BONUS PLAN

You will be eligible to participate in our annual bonus plan with a target bonus of 150% of your base salary as of December 31, prorated based on your start date. Bonuses have an award range of zero to a maximum of two times your bonus target, dependent on company, business unit, and individual performance, and are subject to the approval of executive leadership and the Board of Directors.

If paid, bonuses are usually deposited in March for the previous plan year's performance. You must be employed on or before September 30th to be eligible to participate in that year's bonus plan. You also must be employed on the date of the payout and not under notice of resignation to be eligible to receive a payment, as allowed by state and federal law.

LONG TERM INCENTIVE

You are eligible to receive an annual long-term incentive grant that typically occurs in the first quarter of each calendar year, in accordance with the Company's Flexible Stock Plan (FSP) and subject to the approval of the Board of Directors. You must be employed by the last day of February to be eligible for that calendar year's grant. As an eligible participant your award target percentage is 400% of base salary, which will be allocated to specific award types based on your level within the organization. We review program eligibility, payment and performance criteria on an annual basis and reserve the right to change or terminate the program at any time.

Due to the timing of your start date, RGA will provide a one-time grant with a value of \$1,500,000 split evenly between Restricted Stock Units (RSU) and Stock Appreciation Rights (SARs). The actual number of RSUs will be based on the closing price of RGA common stock on the date of the grant and the actual number of SARs will be based on the closing price of RGA common stock and Black-Scholes value on the date of the grant. The date of the grant will be within your first 30 days of employment. The grant subject to a 3-year ratable vesting schedule whereby the first vesting date will be December 31, 2024 with 6/30th vesting; the second vesting date will be December 31, 2025 with 12/30th vesting; and the third vesting date will be December 31, 2026 with the remaining 12/30th vesting.

Given the level of this role within the organization, you will be subject to share ownership guidelines equal to 5 times your base salary; the actual number of shares you will be required to hold will be communicated to you each year in Q2. There is no time limit to reach your required ownership level.

SIGNING BONUS – ONE-TIME RESTRICTED STOCK UNIT AWARD

RGA will provide a one-Time Restricted Stock Unit (RSU) grant with a value of \$1,000,000. The actual number of RSU's granted will be based on the closing price of RGA common stock on the date of the grant, which will be within your first 30 days of employment. This grant is subject to a 3-year cliff vesting schedule.

BENEFITS

Beginning your first day of employment, we provide a comprehensive benefits package designed to support you and your eligible dependents. Details of these benefits can be found in the attached summaries.

LEGAL OBLIGATIONS TO PRIOR EMPLOYERS

The Company requires its employees to honor their legal obligations to their prior employers. Therefore, as a condition of your employment, you must not bring with you from your current or former employers any confidential or proprietary business information or use on behalf of the Company any confidential or proprietary information belonging to any prior employer or other third party, unless you have been expressly authorized by the owner of such information to do so in writing.

Further, if you have any valid written or other agreement with an existing or former employer that contains contractual restrictions that may continue to apply to you at any time during your employment with the Company, you must notify us. This offer and your employment with the Company are necessarily contingent upon your ability to legally accept this offer of employment. By accepting this offer, you certify that you have disclosed to the Company all contractual or other restrictions that may affect your ability to fully perform the duties and responsibilities of your position in the location for which you are being hired. While the Company will cooperate with your efforts to comply with your obligations, please keep in mind that compliance with your contractual obligations remains your personal responsibility. If you have any questions regarding these requirements, please contact your manager.

ADDITIONAL TERMS

This employment relationship is “at will” meaning this employment relationship may be terminated by either party for any reason at any time, with or without notice. Nothing in this letter constitutes a contract of employment in any way. This offer and your employment with us are contingent upon the following conditions and terms:

- Submission and review of documents that verify your eligibility for employment in the United States; please be aware that we participate in the E-Verify employment eligibility verification system.
- The truthfulness of the representations you have made during the interview process and completion and outcome of our background check process which includes, but may not be limited to, education, employment, credential, and criminal checks.
- You have and retain any valid and unrestricted credentials, licenses or designations required for this position.
- Your acknowledgement, that you have reviewed and will comply with the Company’s Code of Conduct that applies to all of your work at the Company.
- Your agreement you will abide by all policies, practices, and procedures of the Company, which are subject to change at any time at the sole discretion of the Company

CLOSING

Congratulations on your offer! We hope you agree that our dynamic work environment and competitive rewards package create an extraordinary opportunity and that RGA is the right place for purpose-driven individuals like you to build a career. We look forward to your response, and if you have any questions, please contact me or our Chief HR Officer Ray Kleeman ([***]).

Sincerely,

/s/ Tony Cheng

Tony Cheng
President and Chief Executive Officer

REINSURANCE GROUP OF AMERICA, INCORPORATED
FLEXIBLE STOCK PLAN

STOCK APPRECIATION RIGHT AWARD AGREEMENT

Reinsurance Group of America, Incorporated, a Missouri corporation (the “Company”), and Axel André (“Employee”) hereby agree as follows:

SECTION 1

GRANT OF STOCK APPRECIATION RIGHT

Pursuant to the Reinsurance Group of America, Incorporated Flexible Stock Plan, as amended and restated on May 23, 2017 and further amended effective May 19, 2021 (the “Plan”), and pursuant to action of the Committee charged with the Plan’s administration, the Company has granted to Employee, effective July 24, 2024 (the “Date of Grant”), subject to the terms, conditions and limitations stated in this Stock Appreciation Right Award Agreement (this “Agreement”), the Plan and the Company’s Executive Compensation Recoupment Policy (as discussed in Section 8(c)), a stock appreciation right (“SAR”), which is granted with respect to 9,161 shares (each, a “SAR Share”) of Common Stock. The SAR is exercisable as provided in Section 3.

SECTION 2

EXERCISE PRICE PER SAR SHARE

The “Exercise Price” per SAR Share shall be \$218.54 which is the Fair Market Value of one share of Common Stock as of the Date of Grant.

SECTION 3

EXERCISE OF SAR

(a) Right to Exercise. This SAR is exercisable at any time prior to the Expiration Date, but only to the extent vested on the date of such exercise.

(b) Terms of Exercise. Upon exercise of any vested portion of the SAR in accordance with this Section 3, Employee or the individual, trust or entity authorized to exercise such SAR as provided herein (collectively, the “Exercisor”) shall be entitled to receive the excess of (i) the Fair Market Value of the specified number of SAR Shares as of the date of exercise (which shall be determined by multiplying the number of SAR Shares being exercised by the Fair Market Value of one share of Common Stock on the date of exercise) over (ii) an amount equal to the Exercise Price Per Share multiplied by the number of SAR Shares being exercised. Such excess, if any, shall be paid either (x) in whole shares of Common Stock, the number of which shall be determined using the Fair Market Value of one share of Common Stock as of the date of exercise, disregarding any fractional shares, or (y) in cash, with such method of payment to be determined by the Committee from time to time.

(c) Method of Exercise. The SAR may be exercised in whole or in part by the Exercisor at any time or from time to time in accordance with procedures established by the Committee. As promptly as practicable after such exercise of the SAR, the Company shall issue the number of shares of Common Stock or pay the amount of cash, as applicable, determined pursuant to Section 3(b) above to the Exercisor. Each exercised SAR will be cancelled.

(d) Automatic Exercise. Notwithstanding the foregoing, if the Fair Market Value of an SAR Share on the Expiration Date or, if applicable, the earlier termination date of the Option in accordance with Section 4(b)(2) (each, a “Covered Termination Event”) exceeds the Exercise Price, then to the extent the SARs have not theretofore been exercised, expired or otherwise terminated, the Company shall cause the SARs to be automatically exercised immediately prior to its termination on the Expiration Date or, if applicable, following the earlier Covered Termination Event, and to provide for the full Purchase Price and related withholding taxes thereon (as described in Section 8(g)) to be satisfied through a cash payment, except as prohibited by applicable law, through the sale of Common Shares that would otherwise be delivered to the Employee having an aggregate Fair Market Value, determined as of the date of exercise, equal to the amount necessary to satisfy the Exercise Price and the withholding taxes thereon; provided, however, if the foregoing method for the payment of the Exercise Price and the withholding taxes thereon is prohibited by applicable law, then the payment of the Exercise Price and related withholding taxes shall be satisfied by withholding Common Shares that would otherwise be delivered to the Employee having an aggregate Fair Market Value, determined as of the date of exercise, equal to the amount necessary to satisfy the Exercise Price and the withholding taxes thereon. This Section is intended to constitute a written plan pursuant to Rule 10b5-1(c) under the Securities Exchange Act of 1934.

SECTION 4

CONDITIONS AND LIMITATIONS ON RIGHT TO EXERCISE SAR

(a) Vesting. Subject to paragraph (b) of this Section and subject to Sections 6 and 7, this SAR shall vest in three (3) annual installments, with 6/30th vesting on December 31, 2024, 12/30th vesting on December 31, 2025, and 12/30th vesting on December 31, 2026. The SAR must be exercised, if at all, no later than ten (10) years from the Date of Grant (the “Expiration Date”). The SAR may be exercised in full or in part pursuant to this vesting schedule at any time prior to the Expiration Date. Upon a partial exercise of this SAR, the number of SAR Shares available for future exercise shall be reduced by the portion of the SAR so exercised.

(b) Exercise if No Longer an Employee.

(1) Termination. Except as provided in paragraphs (2) or (3) below, the SAR may be exercised only by Employee while serving as an officer or employee of the Company or any of its Affiliates or within 30 days following termination of employment.

Notwithstanding the foregoing, Employee may exercise the SAR following termination only to the extent the SAR was vested and had not been exercised prior to termination, and in no event may the SAR be exercised after the Expiration Date.

An approved leave of absence shall not constitute a termination for purposes of this Section so long as Employee's right to re-employment is guaranteed either by statute, local law, contract or pursuant to any Company policy. Where re-employment is not so guaranteed, termination shall be deemed to occur on the first day after the end of such approved period of leave.

(2) Disability or Death. Notwithstanding the vesting schedule set forth in Section 4(a) above, if Employee ceases to be employed by the Company or any of its Affiliates prior to the Expiration Date due to Disability or death, the SAR shall become immediately 100% vested with respect to the portion of the SAR not exercised prior to the date of Disability or death, and the SAR may be exercised at any time within five (5) years following the earlier to occur of death or Disability, but in no event later than the Expiration Date. Should this Section 4(b)(2) become operative because of Employee's death, or should Employee die after Employee's Disability, then the SAR may be exercised by: (i) a legatee or legatees of Employee under Employee's last will; (ii) Employee's personal representative(s) under Employee's last will or, if Employee died without a will, the executor of Employee's probate estate; or (iii) the trustee(s) of Employee's revocable living trust or of a trust indenture of which Employee is a grantor or a beneficiary.

For purposes of this Agreement, "Disability" means disability as defined in any long-term disability plan maintained by the Company or an Affiliate which covers Employee or, in the absence of any such plan, the physical or mental condition of Employee arising prior to the Expiration Date, which in the opinion of a qualified physician chosen by the Company prevents Employee from continuing employment with the Company and its Affiliates.

(c) Dividend Equivalents. SARs shall not include dividend equivalent payments or dividend credit rights.

SECTION 5

DELIVERY OF SHARES

The Company shall not be required to issue or deliver any shares of Common Stock, if applicable, upon the exercise of this SAR prior to (a) the admission of such shares to listing on any stock exchange on which the Company's Common Stock may then be listed, (b) the completion of any registration and/or qualification of such shares under any state or federal laws (including without limitation the Securities Act of 1933, as amended) or rulings or regulations of any governmental regulatory body, which the Company shall determine to be necessary or advisable, or (c) if the Company so requests, the filing with the Company by the Exercisor of a representation in writing at the time of such exercise that it is such Exercisor's present intention to acquire the shares being purchased for investment and not for resale or distribution.

SECTION 6
CHANGE OF CONTROL

Notwithstanding the vesting schedule set forth in Section 4(a), upon a Change of Control prior to Employee's termination, Disability or death (as described in Section 4(b)), the SAR shall become immediately 100% vested with respect to the portion of the SAR not exercised prior to the Change of Control (but in no event may Employee exercise any portion of the SAR after the Expiration Date).

SECTION 7
CANCELLATION

Notwithstanding anything herein to the contrary, this Agreement shall be cancelled and the SAR granted hereby shall be forfeited, without any further action by the Committee, as a result of Employee's Malfeasance. Upon such cancellation, all rights of Employee hereunder shall terminate, irrespective of whether the SAR is otherwise vested, and the shares of Common Stock reserved for use hereunder shall be available for future grant in accordance with the Plan. "Malfeasance" means (1) any conduct, act or omission that is contrary to Employee's duties as an officer or employee of the Company or any of its Affiliates, or that is inimical or in any way contrary to the best interests of the Company or any of its Affiliates, or (2) employment of Employee by or association of Employee with an organization that competes with the Company or any of its Affiliates, in each case as determined by the Committee.

SECTION 8
MISCELLANEOUS

(a) Rights in Shares Prior to Issuance. Prior to issuance of shares of Common Stock in accordance with Section 3, neither Employee nor his or her legatees, personal representatives or distributees (i) shall be deemed to be a holder of any shares of Common Stock subject to this SAR or (ii) have any voting rights with respect to any such shares.

(b) Non-assignability. This SAR shall not be transferable by Employee other than by will or by the laws of descent and distribution; provided that, Employee may transfer the SAR during his or her lifetime to a revocable living trust of which Employee is grantor, or to another form of trust indenture of which Employee is a grantor or a beneficiary. This SAR may be exercised during Employee's lifetime only by: Employee; Employee's guardian, power of attorney, or legal representative; or the trustee of Employee's revocable living trust or of a trust indenture of which Employee is a grantor or a beneficiary.

(c) Recoupment. The award granted pursuant to this Agreement is subject to the terms and conditions contained in the Company's Executive Compensation Recoupment Policy (as such policy may be amended from time to time, the "Recoupment Policy"), which permits the Company to recoup all or a portion of awards made to certain employees upon the occurrence of any Recoupment Event (as defined in the Recoupment Policy), and may become subject to any clawback policy that may be adopted by the Company in the future (the Recoupment Policy, together with any such other policies, collectively, the "Policies"). If the award granted pursuant to this Agreement becomes subject to recoupment pursuant to any one or more of the Policies, the Company may utilize any method of recovery specified in any of such Policies in connection with any award recoupments required or permitted under any of such Policies.

(d) Designation of Beneficiaries. Employee may file with the Company a written designation of a beneficiary or beneficiaries to exercise, upon Employee's death, the SAR granted hereunder, subject to all of the provisions of this Agreement. An Employee may from time to time revoke or change any such designation of beneficiary and any designation of beneficiary under the Plan shall be controlling over any other disposition, testamentary or otherwise; provided, however, that if the Committee shall be in doubt as to the right of any such beneficiary to exercise the SAR, the Committee may recognize only an exercise by the personal representative of the estate of Employee, in which case the Company, the Committee and the members thereof shall not be under any further liability to anyone.

(e) Changes in Capital Structure. If there is any change in the Common Stock by reason of any extraordinary dividend, stock dividend, spin-off, split-up, spin-out, recapitalization, warrant or rights issuance or combination, exchange or reclassification of shares, merger, consolidation, reorganization, sale of substantially all assets or, as determined by the Committee, other similar or relevant event, then the number, kind and class of shares of Common Stock available for SARs and the number, kind and class of shares of Common Stock subject to outstanding SARs and the exercise price thereof, as applicable, shall be appropriately adjusted by the Committee. The issuance of shares of Common Stock for consideration and the issuance of rights with respect to Common Stock shall not be considered a change in the Company's capital structure. No adjustment provided for in this Section shall require the issuance of any fractional shares.

(f) Right to Continued Employment. Nothing in this Agreement shall confer on Employee any right to continued employment or interfere with the right of an employer to terminate Employee's employment at any time.

(g) Restrictive Covenants. In exchange for the consideration provided to Employee pursuant to this Agreement, which Employee acknowledges is in addition to any compensation for services performed, Employee agrees as follows:

(1) For the duration of Employee's employment with the Company or any of its affiliates or subsidiaries, including, but not limited to, RGA Enterprise Services Company, and for a period of twelve (12) months following the termination of Employee's employment, Employee shall not, directly or indirectly, be employed by or provide any services for any person, business, firm, company, or other entity engaged in the same or similar lines of business as the Company or that competes with the Company in any way, without the written consent of the Company.

(2) For the duration of Employee's employment with the Company or any of its affiliates or subsidiaries, including, but not limited to, RGA Enterprise Services Company, and for a period of twelve (12) months following the termination of Employee's employment, Employee shall not, directly or indirectly, solicit, induce, persuade, or advise, or attempt to or encourage another person or entity to solicit, induce, persuade, or advise,

any person employed by the Company or any person retained by the Company as an independent contractor or contingent worker, to terminate their employment or contract relationship with the Company, or to obtain employment or commence a contract relationship with another person or entity, without the written consent of the Company.

(3) Employee shall keep in strict confidence all confidential and/or proprietary information of the Company, its affiliates, and subsidiaries in accordance with applicable Company policies and procedures. Confidential and/or proprietary information includes, but is not limited to, any trade secrets, processes, formulas, data, know-how, inventions, improvements, techniques, training methods, business management methods, financial data, technical data and documentation, contracts, strategic planning, product/service specifications, communication systems, marketing plans, forecasts, customer and supplier lists and contacts, price and cost lists, prototypes, computer programs, databases, drawings, models, marketing data, projections, client and employee information, books, records, accounts, data processing information, or any document in any form in Employee's possession which refers or relates to RGA's business and affairs. Confidential and proprietary information shall not include information that was, is, or becomes generally available to the public through no fault of the employee.

(4) Nothing in this Agreement is intended to interfere with or prohibit Employee from reporting to or participating in an investigation with any federal, state or local government agency about a possible violation of law, from recovering any award offered by such agency associated with such investigation, or from making other disclosures protected by applicable whistleblower statutes.

The provisions of this Section 8(g) shall survive the termination of Employee's employment with the Company.

(h) Tax Withholding. Employee must pay, or make arrangements acceptable to the Company for the payment of any and all federal, state and local tax withholding that in the opinion of the Company is required by law. Unless Employee satisfies any such tax withholding obligation by paying the amount in cash or by check, the Company will withhold shares of Common Stock having a Fair Market Value on the date of withholding equal to the tax withholding obligation.

(i) Copy of Plan. By signing this Agreement, Employee acknowledges receipt of a copy of the Plan and any offering circular related to the Plan.

(j) Choice of Law; Venue. This Agreement will be governed by the laws of the State of Missouri, without giving regard to the conflict of law provisions thereof. Any legal action arising out of this Agreement may only be brought in the Circuit Court in St. Louis County and/or the United States District Court in St. Louis, Missouri.

(k) Execution. An authorized representative of the Company has signed this Agreement, and Employee has signed this Agreement to evidence Employee's acceptance of the award on the terms specified in this Agreement and the Plan, all as of the Date of Grant.

SECTION 9
TERMS OF THE PLAN

This award is granted under and is expressly subject to all the terms and provisions of the Plan, which terms are incorporated herein by reference. The Plan and this Agreement are administered by the Committee. Any determination under the Plan or this Agreement made by the Committee shall be at the Committee's sole discretion. The Committee shall have the discretion to reduce or eliminate any unvested portion of the SARs outstanding hereunder. Capitalized terms used and not otherwise defined in this Agreement shall have the same meanings ascribed to them in the Plan.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this 24th day of July, 2024.

“Company”

Reinsurance Group of America, Incorporated

By: /s/ Tony Cheng

Name: Tony Cheng

Title: President and Chief Executive Officer

“Employee”

/s/ Axel André

Name: Axel André

REINSURANCE GROUP OF AMERICA, INCORPORATED
FLEXIBLE STOCK PLAN
RESTRICTED STOCK UNIT AGREEMENT

Reinsurance Group of America, Incorporated, a Missouri corporation (the “Company”), and Axel André (“Employee”), hereby agree as follows:

SECTION 1
GRANT OF RSUs

Pursuant to the Reinsurance Group of America, Incorporated Flexible Stock Plan, as amended and restated on May 23, 2017 and further amended effective May 19, 2021 (the “Plan”), and pursuant to action of the Committee charged with the Plan’s administration, the Company has granted to Employee, effective July 24, 2024 (the “Date of Grant”), subject to the terms, conditions and limitations stated in this Restricted Stock Unit Agreement (this “Agreement”), the Plan and the Company’s Executive Compensation Recoupment Policy (as discussed in Section 5(c)), an award of restricted stock units (“RSUs”) with respect to 4,576 shares of Common Stock.

SECTION 2
TERMS OF GRANT

(a) Vesting Period. The vesting period for this award is the three (3) year period beginning on the Date of Grant, and ending July 24, 2027 (the “Vesting Period”).

(b) Payment.

(1) RSUs Payable In Common Stock. Subject to early termination of this Agreement pursuant to Sections 3 or 4 below, within 60 days following the last day of the Vesting Period, the Company will deliver to Employee one (1) share of the Company’s Common Stock for each RSU granted under this Agreement; provided, however, that any fractional RSU shall be paid in cash equal to such fraction of the Fair Market Value of a share of Common Stock on the date of payment; provided, further, that the Committee shall have the discretion to reduce or eliminate the number of shares of Common Stock delivered hereunder.

(2) Dividend Equivalents. RSUs shall not include dividend equivalent payments or dividend credit rights.

SECTION 3
CONDITIONS AND LIMITATIONS ON RIGHT TO RECEIVE
RSUs OR COMMON SHARES

(a) Demotion or Transfer. If Employee is demoted or transferred to a position with the Company or any of its Affiliates in which Employee is no longer eligible to participate in the Plan prior to the expiration of the Vesting Period, the Committee shall determine whether this Agreement in whole or in part will terminate and be of no further force or effect and the RSUs awarded to Employee hereunder shall be forfeited.

(b) Termination of Employment.

(1) Death. If Employee ceases to be employed by the Company or any of its Affiliates prior to the expiration of the Vesting Period due to his or her death, the Company shall pay to the legal representative of Employee's estate or revocable living trust a pro rata proportion of the shares of Common Stock that would have been issued to Employee under this Agreement. The number of shares of Common Stock representing such payment shall be determined by multiplying such shares by a fraction, the numerator of which is the number of calendar months in the Vesting Period prior to Employee's death, and the denominator of which is 36. Such pro rata proportion shall be paid to the legal representative of Employee's estate or revocable living trust at such time as determined by the Committee. Employment for any portion of a calendar month during the Vesting Period shall be deemed employment for that calendar month.

(2) Disability. If Employee ceases to be employed by the Company or any of its Affiliates prior to the expiration of the Vesting Period due to his or her Disability, the Company shall pay to Employee a pro rata proportion of the shares of Common Stock that would have been issued to Employee under this Agreement. The number of shares of Common Stock representing such payment shall be determined by multiplying such shares by a fraction, the numerator of which is the number of calendar months in the Performance Period prior to Employee's termination of employment due to Disability, and the denominator of which is 36. Such pro rata proportion shall be paid to Employee at such time as determined by the Committee. Employment for any portion of a calendar month during the Vesting Period shall be deemed employment for that calendar month. For purposes of this Agreement, "Disability" shall mean disability as defined in any long-term disability plan maintained by the Company or an Affiliate which covers Employee or, in the absence of any such plan, the physical or mental condition of Employee arising during the Vesting Period, which in the opinion of a qualified physician chosen by the Company prevents Employee from continuing employment with the Company and its Affiliates.

(3) Other Termination. If Employee's employment with the Company and its Affiliates is terminated prior to payment of the shares of Common Stock as specified in Section 2(b) above, whether voluntarily or involuntarily, for any reason other than death, Disability or Retirement, this Agreement will terminate and be of no further force or effect and the RSUs awarded to Employee hereunder shall be forfeited, unless otherwise determined by the Committee.

SECTION 4
CHANGE OF CONTROL

Following any Change of Control, the number of shares of Common Stock determined in accordance with Sections 1 and 2(b) (and, upon Employee's death, Disability or Retirement prior to the end of the Vesting Period, Section 3(b)) shall be delivered to Employee (or, upon Employee's death, the legal representative of Employee's estate or revocable living trust) at the same time and in the same manner as specified in Section 2(b) above. Section 3(b)(3) shall not apply in the case of involuntary termination of Employee's employment by the Company or an Affiliate following a Change of Control other than for cause. For purposes of this Section, "cause"

shall mean (a) any conduct, act or omission that is contrary to Employee's duties as an officer or employee of the Company or any of its Affiliates, or that is inimical or in any way contrary to the best interests of the Company or any of its Affiliates, or (b) employment of Employee by or association of Employee with an organization that competes with the Company or any of its Affiliates, in each case as determined by the Committee.

SECTION 5 **MISCELLANEOUS**

(a) Rights in Shares Prior to Issuance. Prior to issuance of shares of Common Stock in accordance with Section 2(b), neither Employee nor his or her legatees, personal representatives or distributees (i) shall be deemed to be a holder of any shares of Common Stock represented by the RSUs awarded hereunder or (ii) have any voting rights with respect to any such shares.

(b) Non-assignability. The RSUs shall not be transferable by Employee other than by will or by the laws of descent and distribution; provided that, Employee may transfer the RSUs during his or her lifetime to a revocable living trust of which Employee is grantor, or to another form of trust indenture of which Employee is a grantor or a beneficiary.

(c) Recoupment. The award granted pursuant to this Agreement is subject to the terms and conditions contained in the Company's Executive Compensation Recoupment Policy (as such policy may be amended from time to time, the "Recoupment Policy"), which permits the Company to recoup all or a portion of awards made to certain employees upon the occurrence of any Recoupment Event (as defined in the Recoupment Policy), and may become subject to any clawback policy that may be adopted by the Company in the future, including without limitation any such policy or amended version of the Recoupment Policy required to comply with the final Securities and Exchange Commission rules and/or New York Stock Exchange listing standards with respect to recoupment adopted pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act (the Recoupment Policy, together with any such other policies, collectively, the "Policies"). If the award granted pursuant to this Agreement becomes subject to recoupment pursuant to any one or more of the Policies, the Company may utilize any method of recovery specified in any of such Policies in connection with any award recoupments required or permitted under any of such Policies.

(d) Securities Law Requirements. The Company shall not be required to issue shares of Common Stock pursuant to this Agreement unless and until (i) such shares have been duly listed upon each stock exchange on which the Company's Common Stock is then registered and (ii) a registration statement under the Securities Act of 1933 with respect to such shares is then effective.

(e) Designation of Beneficiaries. Employee may file with the Company a written designation of a beneficiary or beneficiaries to receive, upon Employee's death, the shares of Common Stock determined in accordance with Section 3(b) and subject to all of the provisions of this Agreement. An Employee may from time to time revoke or change any such designation of beneficiary and any designation of beneficiary under the Plan shall be controlling over any other disposition, testamentary or otherwise; provided, however, that if the Committee shall be in doubt as to the right of any such beneficiary to receive shares of Common Stock, the Committee may recognize only receipt of such shares by the personal representative of the estate of Employee, in which case the Company, the Committee and the members thereof shall not be under any further liability to anyone.

(f) Changes in Capital Structure. If there is any change in the Common Stock by reason of any extraordinary dividend, stock dividend, spin-off, split-up, spin-out, recapitalization, warrant or rights issuance or combination, exchange or reclassification of shares, merger, consolidation, reorganization, sale of substantially all assets or, as determined by the Committee, other similar or relevant event, then the number, kind and class of shares of Common Stock available for RSUs and the number, kind and class of shares of Common Stock subject to outstanding RSUs, as applicable, shall be appropriately adjusted by the Committee. The issuance of shares of Common Stock for consideration and the issuance of rights with respect to Common Stock shall not be considered a change in the Company's capital structure. No adjustment provided for in this Section shall require the issuance of any fractional shares.

(g) Right to Continued Employment. Nothing in this Agreement shall confer on Employee any right to continued employment or interfere with the right of an employer to terminate Employee's employment at any time.

(h) Restrictive Covenants. In exchange for the consideration provided to Employee pursuant to this Agreement, which Employee acknowledges is in addition to any compensation for services performed, Employee agrees as follows:

(1) For the duration of Employee's employment with the Company or any of its affiliates or subsidiaries, including, but not limited to, RGA Enterprise Services Company, and for a period of twelve (12) months following the termination of Employee's employment, Employee shall not, directly or indirectly, be employed by or provide any services for any person, business, firm, company, or other entity engaged in the same or similar lines of business as the Company or that competes with the Company in any way, without the written consent of the Company.

(2) For the duration of Employee's employment with the Company or any of its affiliates or subsidiaries, including, but not limited to, RGA Enterprise Services Company, and for a period of twelve (12) months following the termination of Employee's employment, Employee shall not, directly or indirectly, solicit, induce, persuade, or advise, or attempt to or encourage another person or entity to solicit, induce, persuade, or advise, any person employed by the Company or any person retained by the Company as an independent contractor or contingent worker, to terminate their employment or contract relationship with the Company, or to obtain employment or commence a contract relationship with another person or entity, without the written consent of the Company.

(3) Employee shall keep in strict confidence all confidential and/or proprietary information of the Company, its affiliates, and subsidiaries in accordance with applicable Company policies and procedures. Confidential and/or proprietary information includes, but is not limited to, any trade secrets, processes, formulas, data, know-how, inventions, improvements, techniques, training methods, business management methods, financial

data, technical data and documentation, contracts, strategic planning, product/service specifications, communication systems, marketing plans, forecasts, customer and supplier lists and contacts, price and cost lists, prototypes, computer programs, databases, drawings, models, marketing data, projections, client and employee information, books, records, accounts, data processing information, or any document in any form in Employee's possession which refers or relates to RGA's business and affairs. Confidential and proprietary information shall not include information that was, is, or becomes generally available to the public through no fault of the employee.

(4) Nothing in this Agreement is intended to interfere with or prohibit Employee from reporting to or participating in an investigation with any federal, state or local government agency about a possible violation of law, from recovering any award offered by such agency associated with such investigation, or from making other disclosures protected by applicable whistleblower statutes.

The provisions of this Section 5(h) shall survive the termination of Employee's employment with the Company.

(i) Tax Withholding. Employee must pay, or make arrangements acceptable to the Company for the payment of any and all federal, state and local tax withholding that in the opinion of the Company is required by law. Unless Employee satisfies any such tax withholding obligation by paying the amount in cash or by check, the Company will withhold shares of Common Stock having a Fair Market Value on the date of withholding equal to the tax withholding obligation.

(j) Copy of Plan. By signing this Agreement, Employee acknowledges receipt of a copy of the Plan and any offering circular related to the Plan.

(k) Choice of Law; Venue. This Agreement will be governed by the laws of the State of Missouri, without giving regard to the conflict of law provisions thereof. Any legal action arising out of this Agreement may only be brought in the Circuit Court in St. Louis County and/or the United States District Court in St. Louis, Missouri.

(l) Execution. An authorized representative of the Company has signed this Agreement, and Employee has signed this Agreement to evidence Employee's acceptance of the award on the terms specified in this Agreement and the Plan, all as of the Date of Grant.

(m) Section 409A. This Agreement is intended to comply with Section 409A of the Code or an exemption thereunder and shall be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under Section 409A of the Code. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A of the Code and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Employee on account of non-compliance with Section 409A of the Code. Notwithstanding anything herein to the contrary, if Employee is determined to be a specified employee within the meaning of Section 409A of the Code, any payment on account of termination of employment shall be made on the first payroll date which is more than six months following the date of Employee's termination of employment to the extent required to avoid any adverse tax consequences under Section 409A of the Code. To the extent necessary for compliance with Code Section 409A, references to termination of employment under this Agreement shall mean a "separation from service" within the meaning of Section 409A of the Code.

SECTION 6
TERMS OF THE PLAN

This award is granted under and is expressly subject to all the terms and provisions of the Plan, which terms are incorporated herein by reference. The Plan and this Agreement are administered by the Committee. Any determination under the Plan or this Agreement made by the Committee shall be at the Committee's sole discretion. Capitalized terms used and not otherwise defined in this Agreement shall have the same meanings ascribed to them in the Plan.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this 24th day of July, 2024.

Reinsurance Group of America, Incorporated

By: /s/ Tony Cheng

Tony Cheng

President and Chief Executive Officer

Employee

/s/ Axel André

Name: Axel André

REINSURANCE GROUP OF AMERICA, INCORPORATED
FLEXIBLE STOCK PLAN

RESTRICTED STOCK UNIT AGREEMENT

Reinsurance Group of America, Incorporated, a Missouri corporation (the “Company”), and Axel André (“Employee”), hereby agree as follows:

SECTION 1
GRANT OF RSUs

Pursuant to the Reinsurance Group of America, Incorporated Flexible Stock Plan, as amended and restated on May 23, 2017 and further amended effective May 19, 2021 (the “Plan”), and pursuant to action of the Committee charged with the Plan’s administration, the Company has granted to Employee, effective July 24, 2024 (the “Date of Grant”), subject to the terms, conditions and limitations stated in this Restricted Stock Unit Agreement (this “Agreement”), the Plan and the Company’s Executive Compensation Recoupment Policy (as discussed in Section 5(c)), an award of restricted stock units (“RSUs”) with respect to 3,432 shares of Common Stock.

SECTION 2
TERMS OF GRANT

(a) Vesting. The RSUs will ratably vest in three (3) annual installments, with 6/30th vesting on December 31, 2024, 12/30th vesting on December 31, 2025, and 12/30th vesting on December 31, 2026 (each such day, a “Vesting Date” and the period between the Date of Grant and December 31, 2026, the “Vesting Period”).

(b) Payment.

(1) RSUs Payable In Common Stock. Subject to early termination of this Agreement pursuant to Sections 3 or 4 below, on or after January 1 but no later than December 31 following each of the Vesting Dates in Section 2(a) above, the Company will deliver to Employee one (1) share of the Company’s Common Stock for each vested RSU granted under this Agreement; provided, however, that any fractional RSU for the first two Vesting Dates shall be rounded down to the nearest whole share and the RSUs vesting on the final Vesting Date shall be such number necessary to ensure the full award of RSUs granted pursuant to this Agreement vest at the end of the Vesting Period; provided, further, that the Committee shall have the discretion to reduce or eliminate the number of shares of Common Stock delivered hereunder.

(2) Dividend Equivalents. RSUs shall not include dividend equivalent payments or dividend credit rights.

SECTION 3
CONDITIONS AND LIMITATIONS ON RIGHT TO RECEIVE
RSUs OR COMMON SHARES

(a) Demotion or Transfer. If Employee is demoted or transferred to a position with the Company or any of its Affiliates in which Employee is no longer eligible to participate in the Plan prior to any Vesting Date, the Committee shall determine whether this Agreement in whole or in part will terminate and be of no further force or effect and the RSUs awarded to Employee hereunder shall be forfeited.

(b) Termination of Employment.

(1) Death. If Employee ceases to be employed by the Company or any of its Affiliates prior to the expiration of the Vesting Period due to his or her death, the Company shall pay to the legal representative of Employee's estate or revocable living trust a pro rata proportion of the unvested shares of Common Stock that would have been issued to Employee under this Agreement. The number of shares of Common Stock representing such payment shall be determined by multiplying such unvested shares by a fraction, the numerator of which is the number of calendar months elapsed in the year of the Employee's death, and the denominator of which is 30 if the death occurs in 2024, 24 if the death occurs in 2025 and 12 if the death occurs in 2026. Such pro rata proportion shall be paid to the legal representative of Employee's estate or revocable living trust at such time as determined by the Committee. Employment for any portion of a calendar month during the Vesting Period shall be deemed employment for that calendar month.

(2) Disability. If Employee ceases to be employed by the Company or any of its Affiliates prior to the expiration of the Vesting Period due to his or her Disability, the Company shall pay to Employee a pro rata proportion of the unvested shares of Common Stock that would have been issued to Employee under this Agreement. The number of shares of Common Stock representing such payment shall be determined by multiplying such unvested shares by a fraction, the numerator of which is the number of calendar months elapsed in the year of the Employee's termination of employment due to Disability, and the denominator of which is 30 if the termination occurs in 2024, 24 if the termination occurs in 2025 and 12 if the termination occurs in 2026. Such pro rata proportion shall be paid to Employee at such time as determined by the Committee. Employment for any portion of a calendar month during the Vesting Period shall be deemed employment for that calendar month. For purposes of this Agreement, "Disability" shall mean disability as defined in any long-term disability plan maintained by the Company or an Affiliate which covers Employee or, in the absence of any such plan, the physical or mental condition of Employee arising during the Vesting Period, which in the opinion of a qualified physician chosen by the Company prevents Employee from continuing employment with the Company and its Affiliates.

(3) Other Termination. If Employee's employment with the Company and its Affiliates is terminated prior to payment of the shares of Common Stock as specified in Section 2(b) above, whether voluntarily or involuntarily, for any reason other than death or Disability, this Agreement will terminate and be of no further force or effect and the RSUs awarded to Employee hereunder shall be forfeited, unless otherwise determined by the Committee.

SECTION 4
CHANGE OF CONTROL

Following any Change of Control, the number of shares of Common Stock determined in accordance with Sections 1, 2(b) and 3 shall be delivered to Employee (or, upon Employee's death, the legal representative of Employee's estate or revocable living trust) at the same time and in the same manner as specified in Section 2(b) above. Section 3(b)(3) shall not apply in the case of involuntary termination of Employee's employment by the Company or an Affiliate following a Change of Control other than for cause. For purposes of this Section, "cause" shall mean (a) any conduct, act or omission that is contrary to Employee's duties as an officer or employee of the Company or any of its Affiliates, or that is inimical or in any way contrary to the best interests of the Company or any of its Affiliates, or (b) employment of Employee by or association of Employee with an organization that competes with the Company or any of its Affiliates, in each case as determined by the Committee.

SECTION 5
MISCELLANEOUS

(a) Rights in Shares Prior to Issuance. Prior to issuance of shares of Common Stock in accordance with Section 2(b), neither Employee nor his or her legatees, personal representatives or distributees (i) shall be deemed to be a holder of any shares of Common Stock represented by the RSUs awarded hereunder or (ii) have any voting rights with respect to any such shares.

(b) Non-assignability. The RSUs shall not be transferable by Employee other than by will or by the laws of descent and distribution; provided that, Employee may transfer the RSUs during his or her lifetime to a revocable living trust of which Employee is grantor, or to another form of trust indenture of which Employee is a grantor or a beneficiary.

(c) Recoupment. The award granted pursuant to this Agreement is subject to the terms and conditions contained in the Company's Executive Compensation Recoupment Policy (as such policy may be amended from time to time, the "Recoupment Policy"), which permits the Company to recoup all or a portion of awards made to certain employees upon the occurrence of any Recoupment Event (as defined in the Recoupment Policy), and may become subject to any clawback policy that may be adopted by the Company in the future (the Recoupment Policy, together with any such other policies, collectively, the "Policies"). If the award granted pursuant to this Agreement becomes subject to recoupment pursuant to any one or more of the Policies, the Company may utilize any method of recovery specified in any of such Policies in connection with any award recoupments required or permitted under any of such Policies.

(d) Securities Law Requirements. The Company shall not be required to issue shares of Common Stock pursuant to this Agreement unless and until (i) such shares have been duly listed upon each stock exchange on which the Company's Common Stock is then registered and (ii) a registration statement under the Securities Act of 1933 with respect to such shares is then effective.

(e) Designation of Beneficiaries. Employee may file with the Company a written designation of a beneficiary or beneficiaries to receive, upon Employee's death, the shares of Common Stock determined in accordance with Section 3(b) and subject to all of the provisions of this Agreement. An Employee may from time to time revoke or change any such designation of beneficiary and any designation of beneficiary under the Plan shall be controlling over any other disposition, testamentary or otherwise; provided, however, that if the Committee shall be in doubt as to the right of any such beneficiary to receive shares of Common Stock, the Committee may recognize only receipt of such shares by the personal representative of the estate of Employee, in which case the Company, the Committee and the members thereof shall not be under any further liability to anyone.

(f) Changes in Capital Structure. If there is any change in the Common Stock by reason of any extraordinary dividend, stock dividend, spin-off, split-up, spin-out, recapitalization, warrant or rights issuance or combination, exchange or reclassification of shares, merger, consolidation, reorganization, sale of substantially all assets or, as determined by the Committee, other similar or relevant event, then the number, kind and class of shares of Common Stock available for RSUs and the number, kind and class of shares of Common Stock subject to outstanding RSUs, as applicable, shall be appropriately adjusted by the Committee. The issuance of shares of Common Stock for consideration and the issuance of rights with respect to Common Stock shall not be considered a change in the Company's capital structure. No adjustment provided for in this Section shall require the issuance of any fractional shares.

(g) Right to Continued Employment. Nothing in this Agreement shall confer on Employee any right to continued employment or interfere with the right of an employer to terminate Employee's employment at any time.

(h) Restrictive Covenants. In exchange for the consideration provided to Employee pursuant to this Agreement, which Employee acknowledges is in addition to any compensation for services performed, Employee agrees as follows:

(1) For the duration of Employee's employment with the Company or any of its affiliates or subsidiaries, including, but not limited to, RGA Enterprise Services Company, and for a period of twelve (12) months following the termination of Employee's employment, Employee shall not, directly or indirectly, be employed by or provide any services for any person, business, firm, company, or other entity engaged in the same or similar lines of business as the Company or that competes with the Company in any way, without the written consent of the Company.

(2) For the duration of Employee's employment with the Company or any of its affiliates or subsidiaries, including, but not limited to, RGA Enterprise Services Company, and for a period of twelve (12) months following the termination of Employee's employment, Employee shall not, directly or indirectly, solicit, induce, persuade, or advise, or attempt to or encourage another person or entity to solicit, induce, persuade, or advise,

any person employed by the Company or any person retained by the Company as an independent contractor or contingent worker, to terminate their employment or contract relationship with the Company, or to obtain employment or commence a contract relationship with another person or entity, without the written consent of the Company.

(3) Employee shall keep in strict confidence all confidential and/or proprietary information of the Company, its affiliates, and subsidiaries in accordance with applicable Company policies and procedures. Confidential and/or proprietary information includes, but is not limited to, any trade secrets, processes, formulas, data, know-how, inventions, improvements, techniques, training methods, business management methods, financial data, technical data and documentation, contracts, strategic planning, product/service specifications, communication systems, marketing plans, forecasts, customer and supplier lists and contacts, price and cost lists, prototypes, computer programs, databases, drawings, models, marketing data, projections, client and employee information, books, records, accounts, data processing information, or any document in any form in Employee's possession which refers or relates to RGA's business and affairs. Confidential and proprietary information shall not include information that was, is, or becomes generally available to the public through no fault of the employee.

(4) Nothing in this Agreement is intended to interfere with or prohibit Employee from reporting to or participating in an investigation with any federal, state or local government agency about a possible violation of law, from recovering any award offered by such agency associated with such investigation, or from making other disclosures protected by applicable whistleblower statutes.

The provisions of this Section 5(h) shall survive the termination of Employee's employment with the Company.

(i) Tax Withholding. Employee must pay, or make arrangements acceptable to the Company for the payment of any and all federal, state and local tax withholding that in the opinion of the Company is required by law. Unless Employee satisfies any such tax withholding obligation by paying the amount in cash or by check, the Company will withhold shares of Common Stock having a Fair Market Value on the date of withholding equal to the tax withholding obligation.

(j) Copy of Plan. By signing this Agreement, Employee acknowledges receipt of a copy of the Plan and any offering circular related to the Plan.

(k) Choice of Law; Venue. This Agreement will be governed by the laws of the State of Missouri, without giving regard to the conflict of law provisions thereof. Any legal action arising out of this Agreement may only be brought in the Circuit Court in St. Louis County and/or the United States District Court in St. Louis, Missouri.

(l) Execution. An authorized representative of the Company has signed this Agreement, and Employee has signed this Agreement to evidence Employee's acceptance of the award on the terms specified in this Agreement and the Plan, all as of the Date of Grant.

(m) Section 409A. This Agreement is intended to comply with Section 409A of the Code or an exemption thereunder and shall be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under Section 409A of the Code. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A of the Code and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Employee on account of non-compliance with Section 409A of the Code. Notwithstanding anything herein to the contrary, if Employee is determined to be a specified employee within the meaning of Section 409A of the Code, any payment on account of termination of employment shall be made on the first payroll date which is more than six months following the date of Employee's termination of employment to the extent required to avoid any adverse tax consequences under Section 409A of the Code. To the extent necessary for compliance with Code Section 409A, references to termination of employment under this Agreement shall mean a "separation from service" within the meaning of Section 409A of the Code.

SECTION 6
TERMS OF THE PLAN

This award is granted under and is expressly subject to all the terms and provisions of the Plan, which terms are incorporated herein by reference. The Plan and this Agreement are administered by the Committee. Any determination under the Plan or this Agreement made by the Committee shall be at the Committee's sole discretion. Capitalized terms used and not otherwise defined in this Agreement shall have the same meanings ascribed to them in the Plan.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this 24th day of July, 2024.

Reinsurance Group of America, Incorporated

By: /s/ Tony Cheng

Tony Cheng

President and Chief Executive Officer

Employee

/s/ Axel André

Name: Axel André