

FORM D

PRIOR NOTICE OF A TRANSACTION

Filed with the Office of the Commissioner of Insurance, State of Wisconsin

By and on behalf of

Superior Vision Insurance Plan of Wisconsin, Inc.

881 Elkridge Landing Road, Suite #300
Linthicum, MD 21090

Date: October 8, 2020

Name, Title, Address and Telephone Number of Individual to Whom Notices and
Correspondence Concerning This Statement Should Be Addressed:

Todd Zornik
Assistant General Counsel
MetLife Group, Inc.
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New York, NY 10166
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INTRODUCTION AND BACKGROUND

Pursuant to an Agreement and Plan of Merger, dated September 16, 2020, MetLife, Inc. (“MetLife”) proposes to acquire control of Superior Vision Insurance Plan of Wisconsin, Inc., a Wisconsin limited service health organization (such company, the “Domestic Insurer” and such transaction, the “Proposed Acquisition”). The Proposed Acquisition is the subject of a Form A Statement Regarding the Acquisition of Control of or Merger with a Domestic Insurer, which was filed with the Office of the Commissioner of Insurance of the State of Wisconsin (the “OCI”) on September 29, 2020.

MetLife desires to have certain agreements, including the Master Services and Facilities Agreement (the “MSFA”) to be entered into between the Domestic Insurer and MetLife Services and Solutions, LLC, a Delaware limited liability company (“MSS”), which agreement is the subject of this Form D Prior Notice of a Transaction (this “Form D”), become effective as of the closing of the Proposed Acquisition (the “Merger Effective Date”). Following the closing, MetLife currently expects that the Domestic Insurer will also continue to receive certain services under existing intercompany agreements to which it is a party. Although the Domestic Insurer is not an affiliate of MSS as of the date hereof, the Domestic Insurer and MSS will be affiliates at the time they enter into the proposed agreement. Accordingly, this Form D is being filed now provisionally in order for the OCI to have time to review and act on the Form D before the Merger Effective Date. The final Form D will be signed and submitted to the OCI immediately following the Merger Effective Date, but we respectfully request preliminary review and conditional approval of the Form D as of the Merger Effective Date, subject to receipt of the final executed version.

This Form D and the documents and information referenced in or attached to this Form D, including all materials filed as a supplement in connection herewith, contain confidential and/or proprietary information and strategies that are not otherwise available to the public that, if disclosed, could cause substantial injury to the competitive position of MetLife. Accordingly, MetLife respectfully requests that such confidential materials be afforded confidential treatment and be excepted from disclosure pursuant to all applicable provisions of law, including, but not limited to, s. 19.36(5) and 601.465, Wis. Stats. MetLife requests that (i) it be notified in advance of any proposed disclosure of such confidential materials by the OCI and (ii) it be given a reasonable opportunity to seek a protective order or take other action to prevent or limit any such disclosure.

ITEM 1. IDENTITY OF PARTIES TO TRANSACTION

(a)-(c) *Names and addresses of the parties.*

Superior Vision Insurance Plan of Wisconsin, Inc.

Home and Principal Executive Office Address

881 Elkridge Landing Road, Suite #300
Linthicum, MD 21090

MetLife Services and Solutions, LLC

Home Office and Principal Executive Office Address

200 Park Avenue
New York, NY 10166

(d) *Organizational structure.*

The Domestic Insurer is a Wisconsin limited service health organization and, after the Merger Effective Date, will be an indirect, wholly owned subsidiary of MetLife. MSS is a limited liability company organized under the laws of Delaware and a direct, wholly owned subsidiary of MetLife.

(e) *A description of the nature of the parties' business operations.*

The Domestic Insurer is a limited service health organization. MSS is a service company within the MetLife enterprise.

(f) *Relationship, if any, of other parties to the transaction to the insurer filing the notice, including any ownership or debtor/creditor interest by any other parties to the transaction in the insurer seeking approval, or by the insurer filing the notice for the affiliates.*

See Item 1(d) above.

(g) *Where the transaction is with a non-affiliate, the name(s) of the affiliate(s) which will receive, in whole or in substantial part, the proceeds of the transaction.*

Not applicable.

ITEM 2. DESCRIPTION OF THE TRANSACTION

(a) *A statement as to whether notice is being given under s. Ins 40.04 (2) (a), (b), (c), (d), (e) or (f).*

Notice is being given under s. Ins 40.04(2)(d), Wis. Adm. Code.

(b) *A statement of the nature of the transaction.*

As more fully described in Item 6 below, the purpose of this Form D is to provide notice to the OCI of the proposed execution of the MSFA. A copy of the proposed form of the MSFA being submitted for the OCI's approval (or non-disapproval) is attached hereto as **Exhibit A**.

(c) *A statement of how the transaction meets the "fair and reasonable" standard of s. 617.21, Wis. Stats.*

The MSFA meets the "fair and reasonable" standard of s. 617.21, Wis. Stats. because as compensation for the services, intellectual property and facilities provided under the MSFA, the receiving party will generally reimburse the providing party at cost for the services, intellectual

property and facilities provided, subject to any applicable transfer pricing requirements. The receiving party will pay an amount equal to all expenses, direct and indirect, reasonably determined by the providing party to be attributable to the receiving party. In addition, in consideration for the license of MSS or its affiliates' intellectual property to the Domestic Insurer, the Domestic Insurer will assign to MSS all of the Domestic Insurer's right, title and interest in and to any intellectual property obtained by the Domestic Insurer during the term of the MSFA.

(d) *The proposed effective date of the transaction.*

The parties desire for the MSFA to be effective as of the Merger Effective Date.

ITEM 3. SALES, PURCHASES, EXCHANGES, LOANS, EXTENSIONS OF CREDIT, GUARANTEES OR INVESTMENTS

Not applicable.

ITEM 4. LOANS, EXTENSIONS OF CREDIT, OR GUARANTEES TO OR FOR A NONAFFILIATE

Not applicable.

ITEM 5. REINSURANCE

Not applicable.

ITEM 6. MANAGEMENT AGREEMENTS, SERVICE AGREEMENTS AND COST-SHARING ARRANGEMENTS

Summary of Terms of MSFA

The MSFA provides that the parties will make available to each other certain services, as set forth in Schedule 1 to the MSFA, as well as equipment and facilities. Services to be performed include, but are not limited to, actuarial, benefits management, claims, underwriting, communications, information technology, marketing and legal services. We note that the majority of services, equipment and facilities to be provided under the MSFA will flow from MSS to the Domestic Insurer, although the agreement does permit MSS to request certain services and access to equipment and facilities from the Domestic Insurer. To the extent requested by the Domestic Insurer, MSS may also perform certain third party administrator services for the Domestic Insurer, including claims processing and premium collection. MSS may also provide personnel to the Domestic Insurer, including for the purpose of acting as officers of the Domestic Insurer.

In addition to the services and facilities described above, under the MSFA, MSS grants to the Domestic Insurer a perpetual, non-exclusive and royalty-free license to use, and to sublicense the use of, any intellectual property owned by MSS and its affiliates (the "Owned Intellectual Property"), in connection with the Domestic Insurer's operations. MSS also grants to the Domestic Insurer a perpetual, non-exclusive and royalty-free license to use any intellectual property licensed by MSS from third parties (together with the Owned Intellectual Property, the "Licensed Intellectual Property"). In addition, in consideration for the license of MSS's and its affiliates'

intellectual property to the Domestic Insurer, the Domestic Insurer will assign to MSS all of the Domestic Insurer's right, title and interest in and to any intellectual property obtained by the Domestic Insurer during the term of the MSFA.

As compensation for the services performed, the license of the Licensed Intellectual Property by MSS, and facilities provided by the providing party, the receiving party will pay the providing party an amount equal to all expenses, direct and indirect, reasonably determined by the providing party to be attributable to the receiving party. The bases for determining all direct and indirect costs allocated to the receiving party will be based upon MetLife's customary enterprise-wide practices for internal cost allocations, except that any charges payable directly or indirectly by the providing party for services, facilities or equipment performed or provided by an affiliated service provider located in a foreign jurisdiction whose laws may require such affiliated service provider to charge the providing party a specified transfer pricing mark-up, will be charged to the receiving party as set forth in Schedule 3 to the MSFA.

The initial term of the MSFA is three years commencing on the effective date of the agreement (the "Initial Term"), unless earlier terminated. Following the Initial Term, the MSFA will renew automatically for successive one year terms. Either party may cease to be a party to the MSFA (i) at any time and for any reason or no reason upon providing ninety days' prior written notice to the other party, (ii) in the event the terminating party ceases to be directly or indirectly controlled by MetLife, or (iii) if required by a governmental authority. In addition, if either party materially defaults, as defined in the MSFA, the non-defaulting party may immediately terminate the MSFA upon written notice.

ITEM 7. TRANSACTIONS NOT IN THE ORDINARY COURSE OF BUSINESS

Not applicable.

ITEM 8. OTHER TRANSACTIONS REPORTABLE UNDER AN ORDER

Not applicable.

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ITEM 9. SIGNATURE AND CERTIFICATION

SIGNATURE

Pursuant to the requirements of ch. Ins 40, Wis. Adm. Code, Superior Vision Insurance Plan of Wisconsin, Inc. has caused this notice to be duly signed on its behalf in the City of _____ and State of _____ on the _____ day of _____, 2020.

SUPERIOR VISION INSURANCE PLAN OF WISCONSIN, INC.

(SEAL)

By: _____
Name
Title:

Attest:

Name
Title:

CERTIFICATION

The undersigned deposes and says that (s)he has duly executed the attached notice dated _____, 2020, for and on behalf of Superior Vision Insurance Plan of Wisconsin, Inc.; that (s)he is the _____ and that (s)he is authorized to execute and file such instrument. Deponent further says that (s)he is familiar with such instrument and the contents thereof, and that the facts therein set forth are true to the best of his/her knowledge, information and belief.

Name:
Title:

Subscribed and sworn to this _____ day of _____, 2020

Notary Public

My commission expires
