

**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): June 8, 2023**

**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 (see General Instruction A.2. below):

- 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.

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**Item 1.01 Entry into a Material Definitive Agreement.**

On June 8, 2023, Reinsurance Group of America, Incorporated (the “Company”) completed the offering of \$400 million aggregate principal amount of its 6.000% Senior Notes due 2033 (the “Senior Notes”). The Senior Notes were issued pursuant to an Indenture (the “Base Indenture”), dated as of August 21, 2012, by and between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), as supplemented by an Eighth Supplemental Indenture, dated as of June 8, 2023 by and between the Company and the Trustee (the “Supplemental Indenture” and, together with the Base Indenture as so supplemented, the “Indenture”).

The Senior Notes are senior unsecured obligations of the Company and rank equally with all of the Company’s existing and future senior unsecured indebtedness from time to time outstanding. The Senior Notes will bear interest at the rate of 6.000% per year, payable semiannually in arrears on March 15 and September 15, commencing March 15, 2024. The Senior Notes will mature on September 15, 2033.

The Company may redeem the Senior Notes, in whole or in part, at any time or from time to time prior to June 15, 2033 (the date which is three months prior to final maturity of the Senior Notes, the “Par Call Date”), at a redemption price equal to the greater of: (1) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming the Senior Notes to be redeemed matured on the Par Call Date), less (b) interest accrued to the date of redemption and (2) 100% of the principal amount of the Senior Notes to be redeemed, plus, in either case, accrued and unpaid interest thereon to, but not including, the redemption date. On or after the Par Call Date, the Company may redeem the Senior Notes, in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount of the Senior Notes being redeemed plus accrued and unpaid interest thereon to, but not including, the redemption date.

The Indenture contains covenants that, among other things, restrict the Company’s ability to incur indebtedness secured by a lien on the voting stock or other voting equity interests of any restricted subsidiary, limit the Company’s ability to issue or otherwise dispose of shares of capital stock or other equity interests of any restricted subsidiary and limit the Company’s ability to consolidate with or merge into, or transfer substantially all of its assets to, another person, subject in each case to important exceptions, as specified in the Indenture.

The Indenture contains customary event of default provisions, including an acceleration of the maturity of any indebtedness of the Company, in excess of \$225 million, if such failure to pay is not discharged or such acceleration is not annulled within 15 days after due notice. This amount is higher than the threshold amount of \$175 million contained in the comparable cross-acceleration provisions relating to the Company’s 3.90% Senior Notes due 2029 and 3.15% Senior Notes due 2030, and is also higher than the threshold amount of \$120 million contained in the comparable cross-acceleration provisions relating to the Company’s 4.70% Senior Notes due 2023 and 3.95% Senior Notes due 2026. As a result, holders of the Senior Notes may not have a cross-acceleration right and remedy when holders of the Company’s other senior notes do.

The public offering price of the Senior Notes was 99.639% of the principal amount. The Company received net proceeds (before expenses) of approximately \$396 million.

#### *Additional Information*

The Company anticipates using the proceeds from the offering of the Senior Notes, together with cash on hand, if necessary, to repay upon maturity the Company's \$400 million 4.70% Senior Notes due 2023, which mature on September 15, 2023, and the remainder, if any, for general corporate purposes.

The Senior Notes were offered and sold pursuant to the Company's automatic shelf registration statement on Form S-3 (Registration Statement No. 333-270548) under the Securities Act of 1933, as amended, which became effective upon filing with the Securities and Exchange Commission (the "SEC") on March 15, 2023. The Company has filed with the SEC a prospectus supplement, dated June 5, 2023, together with the accompanying prospectus, dated March 15, 2023, relating to the offering and sale of the Senior Notes.

The above description of the Base Indenture, the Supplemental Indenture and the Senior Notes does not purport to be complete and is qualified in its entirety by reference to the full text of such documents, which are attached hereto as Exhibits 4.1, 4.2 and 4.3, respectively, and are incorporated herein by reference.

The Trustee is the Indenture trustee and will be the principal paying agent and registrar for the Senior Notes. The Company has entered, and from time to time may continue to enter, into banking or other relationships with the Trustee or its affiliates. For example, the Trustee or an affiliate (i) is successor trustee of the indenture relating to the Company's Variable Rate Junior Subordinated Debentures due 2065, (ii) is trustee of the indentures relating to the Company's 4.70% Senior Notes due 2023, 3.95% Senior Notes due 2026, 3.90% Senior Notes due 2029, 3.15% Senior Notes due 2030, 7.125% Fixed-Rate Reset Subordinated Debentures due 2052 and 5.75% Fixed-to-Floating Rate Subordinated Debentures due 2056 and (iii) provides other banking and financial services to the Company.

#### **Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information regarding the Senior Notes and the Indenture set forth in Item 1.01 is incorporated herein by reference.

#### **Item 8.01 Other Events.**

In connection with the offering of the Senior Notes, the Company entered into an Underwriting Agreement, dated June 5, 2023 (the "Underwriting Agreement"), with J.P. Morgan Securities LLC, BofA Securities, Inc. and U.S. Bancorp Investments, Inc., as representatives of the several underwriters named therein (the "Underwriters"), pursuant to which the Company issued and sold to the Underwriters the Senior Notes.

The Underwriting Agreement includes customary representations, warranties and covenants by the Company. Under the terms of the Underwriting Agreement, the Company has agreed to indemnify the Underwriters against certain liabilities. The foregoing description of the Underwriting Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of such document, a copy of which is attached hereto as Exhibit 1.1, and is incorporated herein by reference.

The Underwriters and/or their affiliates have provided and in the future may provide investment banking, commercial banking, advisory, reinsurance and/or other financial services to the Company and its affiliates for which they have received and in the future may receive customary fees and expenses and may have entered into and in the future may enter into other transactions with the Company.

In connection with the offering of the Senior Notes, the Company is filing this Current Report on Form 8-K to add the following exhibits to the Company's Registration Statement on Form S-3 (Registration Statement No. 333-270548). The opinion of the Company's counsel as to the binding nature of the Senior Notes is attached hereto as Exhibit 5.1, and the opinion of the Company's Senior Vice President, Corporate and Securities Counsel and Assistant Secretary as to certain matters of Missouri law is attached hereto as Exhibit 5.2.

**Item 9.01 Financial Statements and Exhibits.**

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

- 1.1 [Underwriting Agreement, dated June 5, 2023, among the Company and J.P. Morgan Securities LLC, BofA Securities, Inc. and U.S. Bancorp Investments, Inc., as Representatives of the several underwriters named therein.](#)
- 4.1 [Indenture, dated as of August 21, 2012, between the Company and The Bank of New York Mellon Trust Company, N.A., as Trustee \(incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the SEC on August 21, 2012\).](#)
- 4.2 [Eighth Supplemental Indenture, dated as of June 8, 2023, between the Company and The Bank of New York Mellon Trust Company, N.A., as Trustee, regarding the Senior Notes.](#)
- 4.3 [Form of 6.000% Senior Note due 2033 \(incorporated by reference from Exhibit A to the Supplemental Indenture filed as Exhibit 4.2 hereto\).](#)
- 5.1 [Legal Opinion of Bass, Berry & Sims PLC regarding the Senior Notes.](#)
- 5.2 [Legal Opinion of Clifford R. Jenks, Senior Vice President, Corporate and Securities Counsel and Assistant Secretary, Reinsurance Group of America, Incorporated, regarding the Senior Notes.](#)
- 23.1 [Consent of Bass, Berry & Sims PLC \(included in Exhibit 5.1\).](#)
- 23.2 [Consent of Clifford R. Jenks, Senior Vice President, Corporate and Securities Counsel and Assistant Secretary, Reinsurance Group of America, Incorporated \(included in Exhibit 5.2\).](#)
- EX-104 Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**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: June 8, 2023

By: /s/ Todd C. Larson  
Todd C. Larson  
Senior Executive Vice President and Chief Financial Officer

## REINSURANCE GROUP OF AMERICA, INCORPORATED

Underwriting Agreement

\$400,000,000

6.000% Senior Notes due 2033

June 5, 2023

J.P. Morgan Securities LLC  
BofA Securities, Inc.  
U.S. Bancorp Investments, Inc.

As Representatives of the  
several Underwriters listed  
in Schedule I hereto.

c/o J.P. Morgan Securities LLC  
383 Madison Avenue  
New York, New York 10179

c/o BofA Securities, Inc.  
One Bryant Park  
New York, New York 10036

c/o U.S. Bancorp Investments, Inc.  
214 N. Tryon Street, 26th Floor  
Charlotte, North Carolina 28202

Ladies and Gentlemen:

Reinsurance Group of America, Incorporated, a Missouri corporation (the "Company"), agrees with the several Underwriters named in Schedule I hereto (the "Underwriters") for whom you are acting as representative (the "Representatives") to issue and sell to the several Underwriters, \$400,000,000 aggregate principal amount of its 6.000% Senior Notes due 2033 (the "Securities"). The Securities are to be issued under the Indenture, dated as of August 21, 2012 (the "Original Indenture"), as supplemented by the Eighth Supplemental Indenture, to be dated as of June 8, 2023 (together with the Original Indenture so supplemented, the "Indenture"), in each case, between the Company and The Bank of New York Mellon, as trustee (the "Trustee").

The Company has prepared and filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), an "automatic shelf registration statement" as defined under Rule 405 under the Act on Form S-3 (file number 333-270548), relating to securities, including the Securities, to be issued from time to time by the Company. Such registration statement, including the exhibits thereto and the other information and documents deemed pursuant to Rule 430B under the Act to be part thereof as amended to (and including) the date of this Underwriting Agreement (this "Agreement"), but excluding any

Statement of Eligibility (Form T-1) under the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”), is hereinafter referred to as the “Registration Statement”. The term “Basic Prospectus” means the prospectus, dated March 15, 2023, included in the Registration Statement. The Company proposes to file with the Commission pursuant to Rule 424 under the Act a supplement or supplements to the Basic Prospectus relating to the Securities and the plan of distribution thereof and has previously advised you of all further information (financial and other) with respect to the Company to be set forth therein. The term “Prospectus” means the Basic Prospectus, as supplemented by the prospectus supplement including pricing information specifically relating to the Securities in the form filed pursuant to Rule 424(b) under the Act (or in the form first made available to the Underwriters by the Company to meet requests of purchasers pursuant to Rule 173 under the Act) and the term “preliminary prospectus” means any preliminary form of the Prospectus including the “subject to completion” legend required by Item 501(b)(10) under Regulation S-K under the Act which has heretofore been filed pursuant to Rule 424 under the Act. The term “Time of Sale Prospectus” means the Basic Prospectus, as supplemented by the preliminary prospectus last filed before the Applicable Time (as defined below) pursuant to Rule 424 under the Act relating specifically to the Securities, as of 3:32 P.M. New York City time on June 5, 2023 (the “Applicable Time”), together with the free writing prospectuses, if any, identified in Schedule II(A) hereto, and the term “free writing prospectus” has the meaning set forth in Rule 405 under the Act. As used herein, the terms “Registration Statement,” “Basic Prospectus,” “preliminary prospectus,” “Time of Sale Prospectus” and “Prospectus” shall include the documents, if any, incorporated by reference therein. The terms “supplement,” “amendment” and “amend” as used herein with respect to the Registration Statement, the Basic Prospectus, any preliminary prospectus, the Time of Sale Prospectus, the Prospectus or any free writing prospectus shall be deemed to refer to and include the filing of any free writing prospectus and the filing of any document under the Securities Exchange Act of 1934, as amended (the “Exchange Act”) that are deemed to be incorporated therein by reference.

1. Representations and Warranties. The Company represents and warrants to, and agrees with, each Underwriter that:

(a) The Company meets the requirements for use of an “automatic shelf registration statement” as defined under Rule 405 under the Act, on Form S-3, and has filed with the Commission the Registration Statement, which has become effective. The Registration Statement meets the requirements set forth in Rule 415(a)(1)(x) under the Act and complies in all other material respects with said Rule.

(b) (i) Each document, if any, filed or to be filed pursuant to the Exchange Act and incorporated by reference in the Time of Sale Prospectus or the Prospectus complied or will comply when so filed in all material respects with the Exchange Act and the applicable rules and regulations of the Commission thereunder, (ii) each part of the Registration Statement, when such part became effective, did not contain, and each such part, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iii) the Registration Statement as of the date hereof and as of the Closing Date (as defined in Section 3 hereof) does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iv) the Registration

Statement and the Prospectus comply, and as amended or supplemented, if applicable, will comply, and the Indenture complies, in all material respects with the Act, the Trust Indenture Act, and the Exchange Act and the applicable rules and regulations thereunder, (v) each free writing prospectus filed by the Company, as of its issue date and at all subsequent times through the completion of the public offer and sale of the Securities, did not, does not and will not include any information that conflicted, conflicts or will conflict with the information contained in the Registration Statement or the Prospectus, including any document incorporated by reference therein and any preliminary or other prospectus deemed to be a part thereof that has not been superseded or modified, as they exist as of the time of filing of such free writing prospectus, (vi) the Time of Sale Prospectus does not, and at the time of each sale of the Securities in connection with the offering and at the Closing Date, as then amended or supplemented by the Company, if applicable, will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and (vii) the Prospectus, as of its date and as of the Closing Date, does not and will not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the representations and warranties set forth in this paragraph do not apply to statements or omissions in the Registration Statement, the Time of Sale Prospectus or the Prospectus as of its date and the Closing Date based upon information relating to the Underwriters or any underwriting arrangements, as furnished to the Company in writing through the Underwriters expressly for use therein, which consists of (A) the names and titles of the Underwriters as set forth on the front and back cover pages of the preliminary prospectus and the Prospectus and the names of the Underwriters as listed in the "Underwriting" section in the preliminary prospectus and the Prospectus, (B) the selling concession figures appearing in the third paragraph under the caption "Underwriting" in the Prospectus, (C) the following information contained under the caption "Underwriting" in the preliminary prospectus: (x) in the third sentence of the sixth paragraph related to market making, (y) under the "Stabilization, Short Positions and Penalty Bids" caption (including but not limited to the four bulleted items therein) and (z) the tenth and eleventh paragraphs related to services provided by the Underwriters and related to investments and securities activities by the Underwriters, it being understood that twenty-seven paragraphs appear within the "Underwriting" section and (D) the following information contained under the caption "Underwriting" in the Prospectus: (x) in the third sentence of the sixth paragraph related to market making, (y) under the "Stabilization, Short Positions and Penalty Bids" caption (including but not limited to the four bulleted items therein) and (z) the tenth and eleventh paragraphs related to services provided by the Underwriters and related to investments and securities activities by the Underwriters, it being understood that twenty-seven paragraphs appear within the "Underwriting" section.

(c) The financial statements of the Company and its consolidated subsidiaries included or incorporated by reference in the Registration Statement fairly present, in all material respects, the consolidated financial condition and results of operations of the Company and its consolidated subsidiaries as of the dates indicated and the results of operations and changes in financial position for the periods therein specified; neither the Company nor any of its consolidated subsidiaries has sustained since the date of the latest



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audited financial statements included or incorporated by reference in the Prospectus or Time of Sale Prospectus any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Prospectus and Time of Sale Prospectus; and, since the respective dates as of which information is given in the Registration Statement and the Basic Prospectus, there has not been any material change in the capital stock (other than issuances of common stock upon the exercise of outstanding employee stock options or pursuant to existing employee compensation plans) or long-term debt of the Company or any of its subsidiaries or any material adverse change, or any development involving a prospective material adverse change, in the condition (financial or other), earnings, business or properties of the Company and its consolidated subsidiaries taken as a whole whether or not arising from transactions in the ordinary course of business, except as set forth or contemplated in the Prospectus and Time of Sale Prospectus.

(d) (A) (i) At the time of filing the Registration Statement, (ii) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the Exchange Act or form of prospectus), and (iii) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c) under the Act) made any offer relating to the Securities in reliance on the exemption of Rule 163 under the Act, the Company was a “well-known seasoned issuer” as defined in Rule 405 under the Act.

(e) The Company is not an “ineligible issuer” in connection with the offering pursuant to Rules 164, 405 and 433 under the Act. Any free writing prospectus that the Company is required to file pursuant to Rule 433(d) under the Act has been, or will be, filed with the Commission in accordance with the requirements of the Act and the applicable rules and regulations of the Commission thereunder. Each free writing prospectus that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Act or that was prepared by or on behalf of or used by the Company complies or will comply in all material respects with the requirements of the Act and the applicable rules and regulations of the Commission thereunder. Except for the free writing prospectuses, if any, identified in Schedule II hereto, the Company has not prepared, used or referred to, and will not, without your prior consent, prepare, use or refer to, any free writing prospectus.

(f) Any free writing prospectus, including, without limitation, any electronic road show, when taken together with the Time of Sale Prospectus, accompanying, or delivered prior to the delivery of, such free writing prospectus, did not, and at the Closing Date, will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) The Company has been duly incorporated and is validly existing as a corporation under the laws of the jurisdiction of its incorporation, with power and authority (corporate and other) to own, lease and operate its properties and to conduct its business as described in the Basic Prospectus and has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties, or conducts any business, so as to require such qualification, or is subject to no material liability or disability by reason of the failure to be qualified in any such jurisdiction; and each subsidiary of the Company representing 10% or more of (i) both (x) the consolidated earnings of the Company before income taxes and extraordinary items during the fiscal year ended December 31, 2022, and (y) the consolidated total revenue of the Company during the year ended December 31, 2022, or (ii) the consolidated total assets of the Company as of December 31, 2022 (each such subsidiary as set forth in Schedule III hereto, a “Significant Subsidiary”) has been duly incorporated or organized and is validly existing as a corporation or limited liability company under the laws of its jurisdiction of incorporation or organization except where the failure to be so qualified or have such power and authority would not, individually or in the aggregate, have a material adverse effect on the business, financial position, stockholders’ equity, or results of operations of the Company and its subsidiaries taken as a whole or the consummation by the Company of the transactions contemplated by this Agreement and the Indenture (a “Material Adverse Effect”).

(h) The Company has an authorized capitalization as set forth in the Time of Sale Prospectus and the Prospectus, and all of the issued shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and non- assessable; and all the outstanding shares of capital stock or other equity interests of each Significant Subsidiary have been duly and validly authorized and issued, are fully paid and non-assessable, all outstanding shares of capital stock or other interests of the Significant Subsidiaries are owned directly or indirectly by the Company, free and clear of any lien, charge, encumbrance, security interest, restriction on voting or transfer or any other claim of any third party except those that would not, individually or in the aggregate, have a Material Adverse Effect.

(i) The Securities have been duly authorized, and, when the Securities are issued and delivered pursuant to this Agreement, such Securities will have been duly executed, authenticated, issued and delivered and will constitute valid and legally binding obligations of the Company entitled to the benefits provided by the Indenture; the Indenture has been duly qualified under the Trust Indenture Act and, at the Closing Date, the Indenture will constitute a valid and legally binding obligation of the Company, enforceable in accordance with its terms; in each case, subject, as to enforcement, to bankruptcy, insolvency, fraudulent transfer, moratorium and other similar laws relating to or affecting creditors’ rights generally and to general principles of equity.

(j) The Indenture and this Agreement have been duly authorized, executed and delivered by the Company.

(k) The issue and sale of the Securities and the compliance by the Company with all of the provisions of the Securities, this Agreement and the Indenture, and the consummation of the transactions herein and therein contemplated will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or

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instrument to which the Company or any subsidiary is a party or by which the Company or any subsidiary is bound or to which any of the property or assets of the Company or any subsidiary is subject, except for such conflicts, breaches, violations or defaults as would not, individually or in the aggregate, have a Material Adverse Effect, nor will such action result in any violation of the provisions of (i) the articles of incorporation or bylaws or other organizational documents, as applicable, of the Company or any Significant Subsidiary or (ii) any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company, any subsidiary or any of its respective properties, except, in the case of (ii) above, for such violations that would not, individually or in the aggregate, have a Material Adverse Effect; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the issue and sale of the Securities or the consummation by the Company of the transactions contemplated by the Securities, this Agreement and the Indenture, except such as have been, or will have been prior to the Closing Date (as defined in Section 3 hereof), obtained under the Act, the Trust Indenture Act and the Exchange Act and such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Securities by the Underwriters.

(l) Other than as set forth in the Prospectus and the Time of Sale Prospectus, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or of which any property of the Company or any of its subsidiaries is the subject which would individually or in the aggregate be reasonably likely to have a Material Adverse Effect; and, to the best of the Company's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others.

(m) The Company and its subsidiaries own or possess, or can acquire on reasonable terms, all material trademarks, service marks and trade names necessary to conduct the business now operated by them, and neither the Company nor any of its subsidiaries has received any notice of infringement of or conflict with asserted rights of others with respect to any trademarks, service marks or trade names that singly or in the aggregate, would be reasonably likely to have a Material Adverse Effect.

(n) The Company is not and, after giving effect to the issuance and sale of the Securities, will not be an "investment company" or an entity controlled by an "investment company" required to be registered under the Investment Company Act of 1940, as amended.

(o) To the best of the Company's knowledge and belief, the Company has complied in all material respects with, and the conduct of its business and the conduct of business by its subsidiaries does not violate in any material respect, (i) any statute, law, regulation, rule, order or directive of any federal, state or local governmental authority applicable to the Company and its subsidiaries or (ii) the articles of incorporation and bylaws or other organizational documents, as applicable, of the Company and its subsidiaries.

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(p) The Company maintains an effective system of “disclosure controls and procedures” (as defined in Rule 13a-15(e) of the Exchange Act) that is designed to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission’s rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company’s management as appropriate to allow timely decisions regarding required disclosure. The Company and its subsidiaries have carried out evaluations of the effectiveness of their disclosure controls and procedures as required by Rule 13a-15 of the Exchange Act.

(q) The Company and its subsidiaries maintain systems of “internal control over financial reporting” (as defined in Rule 13a-15(f) of the Exchange Act) that comply with the requirements of the Exchange Act and have been designed by, or under the supervision of, their respective principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles, including, but not limited to internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management’s general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management’s general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as disclosed in the Registration Statement, the Prospectus and the Time of Sale Prospectus, there are no material weaknesses in the Company’s internal controls over financial reporting. The Company’s auditors and the Audit Committee of the Board of Directors of the Company have been advised of: (i) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company’s ability to record, process, summarize and report financial information; and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company’s internal control over financial reporting.

(r) None of the Company or any of its subsidiaries nor, to the best knowledge of the Company, any director, officer, agent, employee or other person associated with or acting on behalf of the Company or any of its subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977; or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(s) The operations of the Company and its subsidiaries are and have been conducted at all times in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the “Money Laundering Laws”) and no material action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

(t) None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (such sanctions, “Sanctions”), nor is the Company located, organized or resident in a country or territory that is the subject of Sanctions; and the Company does not intend to directly or indirectly use the proceeds of the offering of the Securities hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) for the purpose of financing the activities of any person, or in any country or territory, that is subject to any Sanctions or (ii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions. The Company and its subsidiaries have not knowingly engaged in for the past five years, and are not knowingly engaged in, any dealings or transactions with any individual or entity, or in any country or territory, that at the time of the dealing or transaction is or was the subject or target of Sanctions.

(u) The Company has not taken, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Securities.

(v) The application of the proceeds received by the Company from the issuance, sale and delivery of the Securities as described in the Registration Statement, the Prospectus and the Time of Sale Prospectus will not violate Regulation T, U or X of the Board of Governors of the Federal Reserve System or any other regulation of such Board of Governors.

(w) The Company and its subsidiaries have taken commercially reasonable measures to maintain protections against unauthorized access to, or disruption or failure of, their information technology systems. To the Company’s knowledge, during the past twelve months, neither the Company nor any of its subsidiaries have been subject to any material unauthorized access to their information technology systems or data maintained by them.

(x) The statements made in the Time of Sale Prospectus and the Prospectus under the caption “Description of the notes” (including any statements referred to in the applicable paragraphs of the “Description of Debt Securities of RGA” section of the Basic Prospectus included in the Prospectus), insofar as such statements constitute summaries of the Indenture and the Securities, are accurate in all material respects. The Securities conform in all material respects to the description thereof in the Time of Sale Prospectus and the Prospectus.

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(y) Deloitte & Touche LLP (“Deloitte & Touche”), who has issued an opinion on the consolidated financial statements and supporting schedules included in the Company’s Annual Report on Form 10-K for the year ended December 31, 2022, included or incorporated by reference in each of the Time of Sale Prospectus and the Prospectus and has audited the Company’s internal control over financial reporting as of December 31, 2022, is an independent registered public accounting firm as required by the Securities Act.

(z) The consolidated historical statements together with the related schedules and notes fairly present, in all material respects, the consolidated financial condition and results of operations of the Company and its subsidiaries as of December 31, 2022 and 2021 and for each of the three years in the period ended December 31, 2022 in accordance with United States generally accepted accounting principles consistently applied throughout such periods. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in each of the Registration Statement, the Time of Sale Prospectus and the Prospectus fairly presents the information called for in all material respects and is prepared in all material respects in accordance with the Commission’s rules and guidelines applicable thereto.

2. Purchase and Sale. Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Company agrees to sell to the several Underwriters as provided in this Agreement, and each Underwriter agrees, severally and not jointly, to purchase from the Company the Securities at a purchase price of 98.989% of the principal amount thereof in the respective aggregate principal amounts of the Securities set forth opposite the name of such Underwriter in Schedule I hereto.

3. Delivery and Payment. Securities to be purchased by the Underwriters hereunder, in definitive form to the extent practicable, and in such authorized denominations and registered in such names as the Representatives may request upon at least forty-eight hours’ prior notice to the Company, shall be delivered by or on behalf of the Company to the Representatives for the respective accounts of the several Underwriters electronically to Simpson Thacher & Bartlett, LLP on June 8, 2023 at 10:00 A.M., New York City time (or such later date not later than five business days after such specified date as the Underwriters and the Company may agree upon in writing), which date and time may be postponed by agreement between the Representatives and the Company or as provided in Section 8 hereof (such date and time of delivery and payment for the Securities being herein called the “Closing Date”). Delivery of the Securities shall be made to the Representatives for the respective accounts of the several Underwriters against payment by or on behalf of such Underwriter of the purchase price thereof in Federal (same day) funds by official bank check or checks to or upon the order of the Company or by wire transfer to an account specified by the Company.

The Company agrees to have the Securities available for inspection, checking and packaging by the Representatives in New York, New York, not later than 5:00 P.M. New York City time on the business day prior to the Closing Date.

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#### 4. Agreements.

(a) The Company agrees with each Underwriter that:

(i) Prior to the termination of the offering of the Securities, the Company will not file any amendment or supplement to the Registration Statement, the Basic Prospectus or the Time of Sale Prospectus and will not provide additional information to the Commission relating to the Registration Statement, the Basic Prospectus or the Time of Sale Prospectus unless the Company has furnished the Representatives a copy for its review and provided the Representatives with a reasonable opportunity to comment on such proposed amendment, supplement or information prior to filing or submitting the same and will not file any such proposed amendment or supplement and will not submit such additional information to which the Representatives reasonably object. The Company will promptly advise the Representatives in writing (i) when the Prospectus shall have been filed (or transmitted for filing) with the Commission pursuant to Rule 424, (ii) when any amendment to the Registration Statement relating to the Securities shall have been filed or become effective, (iii) of any request by the Commission for any amendment of the Registration Statement or amendment of or supplement to the Prospectus or for any additional information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any notice objecting to its use or the institution or threatening of any proceeding for such purpose and (v) of the receipt by the Company of any notification with respect to the suspension of the qualification of Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose. The Company will use its best efforts to prevent the issuance of any such stop order and, if issued, to obtain as soon as possible the withdrawal thereof.

(ii) As soon as practicable but in any event not later than twelve months after the deemed effective date of the Registration Statement (as defined in Rule 158(c) under the Act), the Company will make generally available to its securityholders and to the Representatives a consolidated earnings statement or statements of the Company and its subsidiaries (which need not be audited) which will satisfy the provisions of Section 11(a) of the Act and the rules and regulations of the Commission (including, at the option of the Company, Rule 158 under the Act).

(iii) The Company will furnish to the Representatives and counsel for the Underwriters, without charge, a conformed copy of the Registration Statement (including exhibits thereto and documents incorporated by reference) and will deliver to the Representatives during the period mentioned in Section 4(a)(iv) or 4(a)(v) below, as many copies of the Time of Sale Prospectus, the Prospectus, any documents incorporated therein by reference therein and any supplements and amendments thereto or to the Registration Statement as the Representatives may reasonably request.

(iv) If the Time of Sale Prospectus is being used to solicit offers to buy the Securities at a time when the Prospectus is not yet available to prospective purchasers and any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Time of Sale Prospectus in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if any event shall

occur or condition exist as a result of which the Time of Sale Prospectus conflicts with the information contained in the Registration Statement then on file, or if, in the opinion of counsel for the Underwriters, it is necessary to amend or supplement the Time of Sale Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to any dealer upon request, either amendments or supplements to the Time of Sale Prospectus so that the statements in the Time of Sale Prospectus as so amended or supplemented will not, in the light of the circumstances under which they were made when delivered to a prospective purchaser, be misleading or so that the Time of Sale Prospectus, as amended or supplemented, will no longer conflict with the Registration Statement, or so that the Time of Sale Prospectus, as amended or supplemented, will comply with law.

(v) If, during such period after the first date of the public offering of the Securities as in the opinion of counsel for the Underwriters the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) under the Act) is required by law to be delivered in connection with sales by an Underwriter or dealer, any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances under which they were made when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) under the Act) is delivered to a purchaser, not misleading, or if it is necessary to amend or supplement the Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to the dealers (whose names and addresses you will furnish to the Company) to which Securities may have been sold by you and to any other dealers upon request, either amendments or supplements to the Prospectus so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances under which they were made when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) under the Act) is delivered to a purchaser, be misleading or so that the Prospectus, as amended or supplemented, will comply with law.

(vi) The Company will promptly from time to time take such action as the Representatives may reasonably request to arrange for the qualification of the Securities for sale under the laws of such jurisdictions as the Representatives may reasonably designate and maintain such qualifications in effect so long as required for the distribution of the Securities, and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Securities; *provided* that in connection therewith the Company shall not be required to qualify as a foreign corporation or to execute a general consent to service of process in any jurisdiction or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise subject.

(vii) The Company covenants and agrees with each Underwriter that the Company will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company's counsel and accountants in connection with the registration of the Securities under the Act in connection with the preparation, printing and filing of the Registration Statement, the Basic Prospectus, any preliminary prospectus, the Time of Sale Prospectus, the Prospectus and any free writing prospectus prepared by or on behalf of,



used by, or referred to by the Company and amendments and supplements to any of the foregoing, including all printing costs associated therewith, and the mailing and delivering of copies thereof to the Underwriters and dealers, in the quantities hereinabove specified; (ii) the cost of printing or producing this Agreement, the Indenture, any Blue Sky Survey and any other documents in connection with the offering, purchase, sale and delivery of the Securities; (iii) all expenses in connection with the qualification of the Securities for offering and sale under state securities and Blue Sky laws as provided in Section 4(a)(vi) hereof, including any reasonable fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky and legal investment surveys; (iv) all expenses related to any electronic roadshow; (v) any fees charged by securities rating services for rating the Securities; (vi) the cost of preparing the Securities; (vii) the fees and expenses of any Trustee, Paying Agent or Transfer Agent and counsel for any such Trustee, Paying Agent or Transfer Agent in connection with the Securities; and (viii) all other costs and expenses incident to the performance of the Company's obligations hereunder which are not otherwise specifically provided for in this Section. It is understood, however, that, except as provided in this Section, Section 6 and Section 7 hereof, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, transfer taxes on resale of any of the Securities by them, and any advertising expenses connected with any offers they may make.

(viii) The Company will prepare the Prospectus as amended and supplemented in relation to the Securities in a form approved by the Representatives and will file such Prospectus pursuant to Rule 424(b) under the Act not later than the Commission's close of business on the second business day following the execution and delivery of this Agreement or, if applicable, such other time as may be required by Rule 424(b), and file promptly, and (unless made available on the Commission's EDGAR database) simultaneously provide the Representatives and, upon request, each of the other Underwriters, with a copy of, all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act for so long as the delivery (or in lieu thereof the notice referred to in Rule 173(a) under the Act) of a prospectus is required in connection with the offering or sale of such Securities. The Company will prepare a final term sheet, containing solely a description of the Securities, in a form approved by the Representatives and file such term sheet pursuant to Rule 433(d) under the Act within the time required by such Rule, and will file promptly all other material required to be filed by the Company with the Commission pursuant to Rule 433(d) under the Act.

(ix) The Company has given the Representatives notice of any filings made pursuant to the Exchange Act or the rules or regulations thereunder within 48 hours prior to the Applicable Time; the Company will give the Representatives notice of its intention to make any such filing from the time of each sale of the Securities to the Closing Date and will furnish the Representatives with copies of any such documents a reasonable amount of time prior to such proposed filing and will not file or use any such document to which the Representatives or counsel for the Underwriters shall reasonably object.

(x) Until the business day following the Closing Date, the Company will not, without the consent of the Representatives, offer, sell or contract to sell, or announce the offering of, any senior debt securities (except for the Securities issued hereunder) covered by the Registration Statement or any other registration statement filed under the Act.

(xi) The Company will pay the required Commission filing fees relating to the Securities within the time required by Rule 456(b)(1) under the Act without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r) under the Act.

(b) Each Underwriter and the Company agree as follows: The Company agrees that, unless it has obtained or will obtain the prior written consent of the Representatives, and each Underwriter agrees that, unless it has obtained or will obtain, as the case may be, the prior written consent of the Company, it has not made and will not make any offer relating to the Securities that would constitute an issuer free writing prospectus as defined in Rule 433 (an "Issuer Free Writing Prospectus") or that would otherwise constitute a free writing prospectus required to be filed by the Company with the Commission or retained by the Company under Rule 433, other than the information contained in any final term sheet prepared and filed pursuant to Section 4(a)(viii) hereto; *provided* that the prior written consent of the parties hereto shall be deemed to have been given in respect of the free writing prospectuses, if any, included in Schedule II hereto. Any such free writing prospectus consented to by the Representatives and the Company is hereinafter referred to as a "Permitted Free Writing Prospectus". The Company agrees that (i) it has treated and will treat, as the case may be, each Permitted Free Writing Prospectus as an Issuer Free Writing Prospectus and (ii) it has complied and will comply, as the case may be, with the requirements of Rules 164 and 433 applicable to any Permitted Free Writing Prospectus, including in respect of timely filing with the Commission, legending and record keeping.

5. Conditions to the Obligations of the Underwriters. The obligation of each Underwriter to purchase the Securities under this Agreement shall be subject to the accuracy of the representations and warranties on the part of the Company contained herein as of the date hereof, as of the date of the Time of Sale Prospectus, as of the date of the effectiveness of any amendment to the Registration Statement filed prior to the Closing Date with respect to such Securities (including the filing of any document incorporated by reference therein) and as of the Closing Date with respect to such Securities, to the accuracy of the statements of the Company made in any certificates pursuant to the provisions hereof, to the performance by the Company of its obligations hereunder and to the following additional conditions:

(a) No stop order suspending the effectiveness of the Registration Statement, as amended from time to time or any notice objecting to its use shall have been issued and no proceedings for that purpose shall have been instituted or threatened; all requests by the Commission for additional information shall have been complied with to the satisfaction of the Underwriters; and the Prospectus with respect to such Securities shall have been filed or transmitted for filing with the Commission pursuant to Rule 424(b) not later than the Commission's close of business on the second day following the execution and delivery of this Agreement or, if applicable, such other time as may be required by Rule 424(b).

(b) The Company shall have furnished to the Underwriters the opinion of Clifford R. Jenks, Esq., Senior Vice President, Corporate and Securities Counsel and Assistant Secretary of the Company, dated the Closing Date, in substantially the form attached hereto as Annex I.

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(c) The Underwriters shall have received (i) an opinion, dated the Closing Date, of Bass, Berry & Sims PLC, counsel for the Company, in substantially the form attached hereto as Annex II-A, and (ii) a negative assurances letter, dated the Closing Date, of Bass, Berry & Sims PLC, counsel for the Company, in substantially the form attached hereto as Annex II-B.

(d) The Underwriters shall have received from Simpson Thacher & Bartlett, LLP, counsel for the Underwriters, such opinion or opinions, dated the Closing Date, with respect to the issuance and sale of the Securities, the Indenture, the Registration Statement, the Time of Sale Prospectus, the Prospectus and other related matters as the Representatives may reasonably require, and the Company shall have furnished to such counsel such documents as it reasonably requests for the purpose of enabling it to pass upon such matters.

(e) The Company shall have furnished to the Underwriters a certificate of the Company, signed by the Chairman of the Board, the Chief Executive Officer, an Executive Vice President or a Senior Vice President and the principal financial or accounting officer or treasurer of the Company, dated the Closing Date, to the effect that the signers of such certificate have carefully examined the Registration Statement, the Time of Sale Prospectus, the Prospectus and this Agreement and that to the best of their knowledge after reasonable investigation:

(i) The representations and warranties of the Company in this Agreement are true and correct in all material respects (except to the extent already qualified by materiality, in which case said representations, warranties and agreements shall be true and correct in all respects) as of the date hereof and as of the Closing Date, with the same effect as if made on the Closing Date, and the Company has complied with, in all material respects, all of its agreements contained herein to be performed prior to the Closing Date;

(ii) No stop order suspending the effectiveness of the Registration Statement, as amended, has been issued and no proceedings for that purpose have been instituted or, to the Company's knowledge, threatened; and

(iii) Since the date of the latest audited financial statements included or incorporated by reference in the Time of Sale Prospectus and the Prospectus, there has been no material adverse change nor any development involving a prospective material adverse change in the condition (financial or other), earnings, business or properties of the Company and its consolidated subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated by the Time of Sale Prospectus and the Prospectus.

(f) At the time this Agreement is executed and at the Closing Date, Deloitte & Touche, as independent accountants for the Company, shall have furnished to the Underwriters a letter or letters (which may refer to letters previously delivered to the Underwriters), dated such date, in form and substance reasonably satisfactory to the Underwriters.

(g) Subsequent to the respective dates as of which information is given in the Registration Statement, the Time of Sale Prospectus and the Prospectus, there shall not have occurred (i) any material adverse change, or any development involving a prospective material adverse change, in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole, from that set forth in the Time of Sale Prospectus or (ii) any material change or decrease in those items specified in the letter or letters referred to in paragraph (f) of this Section 5 the effect of which, in any case referred to in clause (i) or (ii) above, is, in the judgment of the Representatives, to make it impractical or inadvisable to proceed with the offering or the delivery of the Securities as contemplated by the Registration Statement, the Time of Sale Prospectus and the Prospectus.

(h) Prior to the Closing Date, the Company shall have furnished to the Underwriters such further information, certificates and documents as the Underwriters may reasonably request.

(i) On or after the Applicable Time and subsequent to the execution and delivery of this Agreement, and prior to the Closing Date there shall not have occurred any downgrading, nor shall notice have been given of any intended or potential downgrading or placement “under review” with negative implications or with no indication of the direction of the possible change of the rating accorded any securities of, or guaranteed by, the Company by any “nationally recognized statistical rating organization,” as such term is defined for purposes of Section 3(a)(62) of the Exchange Act.

If any of the conditions specified in this Section 5 shall not have been fulfilled in all material respects when and as provided in this Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be in all material respects reasonably satisfactory in form and substance to the Representatives and counsel for the Underwriters in accordance with the terms of this Agreement, this Agreement and all obligations of the Underwriters hereunder may be canceled at, or at any time prior to, the Closing Date, by the Representatives. Notice of such cancellation shall be given to the Company in writing or by telephone or telegraph confirmed in writing.

6. Reimbursement of Underwriters' Expenses. If the sale of the Securities provided for herein is not consummated because any condition to the obligations of the Underwriters set forth in Section 5 hereof is not satisfied, because of any termination pursuant to Section 9 hereof or because of any refusal, inability or failure on the part of the Company to perform any agreement herein or comply with any provision hereof other than by reason of a default by the Underwriters, the Company will reimburse the Underwriters upon demand for all out-of-pocket expenses (including reasonable fees and disbursements of counsel) that shall have been incurred by them in connection with the proposed purchase and sale of the Securities.

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## 7. Indemnification and Contribution.

(a) The Company agrees to indemnify and hold harmless each Underwriter, each of such Underwriter's directors, officers and affiliates, and each person who controls such Underwriter within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Basic Prospectus, the Time of Sale Prospectus, any preliminary prospectus, any free writing prospectus that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Act, any other free writing prospectus (including, without limitation, any electronic road show) or the Prospectus, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; *provided, however*, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information relating to any Underwriter or the underwriting arrangements furnished to the Company through the Representatives expressly for use in the Time of Sale Prospectus, any free writing prospectus that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Act or the Prospectus. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(b) Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, each of its directors, each of its officers who signs the Registration Statement and each person who controls the Company within the meaning of either the Act or the Exchange Act to the same extent as the foregoing indemnity from the Company to each Underwriter, but only with reference to written information relating to such Underwriter or the underwriting arrangements furnished to the Company through the Representatives expressly for use in the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which the Underwriters may otherwise have.

(c) Promptly after receipt by an indemnified party under Section 7(a) or Section 7(b) of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under Section 7(a) or Section 7(b), notify the indemnifying party in writing of the commencement thereof, but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party otherwise than under Section 7(a) or Section 7(b). In case any such action shall be brought against any indemnified party, and it notifies the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other

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indemnifying party similarly notified, may elect by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party; *provided, however*, that if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, the indemnified party or parties shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on behalf of such indemnified party or parties. Upon receipt of notice from the indemnifying party to such indemnified party of its election so as to assume the defense of such action and approval by the indemnified party of counsel, the indemnifying party shall not be liable to such indemnified party under this Section 7 for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof, unless (i) the indemnified party shall have employed separate counsel in connection with the assertion of legal defenses in accordance with the proviso to the next preceding sentence (it being understood, however, that the indemnifying party shall not be liable for the expenses of more than one separate counsel (in addition to one local counsel in each applicable jurisdiction), approved by the Underwriters in the case of paragraph (a) of this Section 7, representing the indemnified parties under such paragraph (a) who are parties to such action), (ii) the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of commencement of the action or (iii) the indemnifying party has authorized the employment of counsel for the indemnified party at the expense of the indemnifying party; and except that, if clause (i) or (iii) is applicable, such liability shall be only in respect of the counsel referred to in such clause (i) or (iii). The indemnifying party shall have the right to, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party so long as such settlement (i) is limited to the payment of monetary damages only, (ii) includes an unconditional release of the indemnified party from all liability arising out of such proceeding and (iii) does not (x) include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party or (y) otherwise give rise to additional liabilities on the part of the indemnified party.

(d) If the indemnification provided for in this Section 7 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters of the Securities on the other from the offering of the Securities to which such loss, claim, damage or liability (or actions in respect thereof) relates. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (c) above, then each indemnifying party shall

contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Underwriters of the Securities on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or action in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from such offering (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Underwriters. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or the Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The obligations of the Underwriters for Securities in this subsection (d) to contribute are several in proportion to their respective underwriting obligations with respect to such Securities and not joint.

#### 8. Default by an Underwriter.

(a) If any Underwriter shall default in its obligation to purchase the Securities which it has agreed to purchase under this Agreement, the Representatives may in their discretion arrange for the Representatives or another party or other parties to purchase such Securities on the terms contained herein. If within thirty-six hours after such default by any Underwriter, the Representatives do not arrange for the purchase of such Securities, then the Company shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to the Representatives to purchase such Securities on such terms. In the event that, within the respective prescribed periods, the Representatives notify the Company that it has so arranged for the purchase of such Securities, or the Company notifies the Representatives that it has so arranged for the purchase of such Securities, the Representatives or the Company shall have the right to postpone the Closing Date for such Securities for a period of not more than five days, in order to effect whatever changes may thereby be made necessary in the Registration

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Statement or the Prospectus as amended or supplemented or in any other documents or arrangements, and the Company agrees to file promptly any amendments or supplements to the Registration Statement or the Prospectus which in the opinion of the counsel for the Underwriters may thereby be made necessary. The term "Underwriter" as used in this Agreement shall include any person substituted under this Section 8 with like effect as if such person had originally been a party to this Agreement.

(b) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Underwriter or Underwriters by the Representatives and the Company as provided in subsection (a) above, the aggregate principal amount of such Securities which remains unpurchased does not exceed one-eleventh of the aggregate principal amount of the Securities, then the Company shall have the right to require each non- defaulting Underwriter to purchase the principal amount of Securities which such Underwriter agreed to purchase under this Agreement and, in addition, to require each non- defaulting Underwriter to purchase its pro rata share (based on the principal amount of Securities which such Underwriter agreed to purchase under this Agreement) of the Securities of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters and the Company as provided in subsection (a) above, the aggregate principal amount of Securities which remains unpurchased exceeds one-eleventh of the aggregate principal amount of the Securities, as referred to in subsection (b) above, or if the Company shall not exercise the right described in subsection (b) above to require non-defaulting Underwriters to purchase Securities of a defaulting Underwriter or Underwriters, then this Agreement shall thereupon terminate, without liability on the part of any non-defaulting Underwriter or the Company, except that the Company will continue to be liable for the payment of expenses as set forth in Section 6 hereof and except that the provisions of Section 7 hereof shall not terminate and shall remain in effect; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

9. Termination. This Agreement shall be subject to termination in the absolute discretion of the Representatives, by notice given to the Company prior to delivery of and payment for the Securities on the Closing Date, if prior to such time (i) trading in the Company's common stock or any preferred stock or preferred securities shall have been suspended or materially limited by the Commission or the New York Stock Exchange ("NYSE") or trading in securities generally on the NYSE shall have been suspended or limited or minimum prices shall have been established on such Exchange, (ii) a banking moratorium shall have been declared either by Federal or New York State authorities or (iii) there shall have occurred any outbreak or escalation of hostilities or any change in markets in the United States or elsewhere or any calamity or crisis that, in the judgment of the Underwriters, makes it impracticable or inadvisable to proceed with the offering or the delivery of the Securities on the Closing Date, as contemplated by the Registration Statement, the Time of Sale Prospectus and the Prospectus.



10. Representations and Indemnities to Survive. The respective agreements, representations, warranties, indemnities and other statements of the Company or its officers and of the Underwriters set forth in or made by or on behalf of them, respectively, pursuant to this Agreement shall remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter or the Company or any of the officers, directors or controlling persons referred to in Section 7 hereof, and will survive delivery of and payment for the Securities. The provisions of Sections 6 and 7 hereof shall survive the termination or cancellation of this Agreement.

11. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

(c) For purposes of this Section 11:

(i) "BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);

(ii) "Covered Entity" means any of the following: (A) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (B) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (C) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);

(iii) "Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and

(iv) "U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd- Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

12. Notices. All communications hereunder will be in writing and effective only on receipt, and, if sent to the Underwriters, will be mailed, delivered, telecopied, telegraphed or emailed and confirmed to the Underwriters, c/o J.P. Morgan Securities LLC, 383 Madison Avenue, New York, New York 10179, Facsimile: (212) 834-6081, Attention: Investment Grade Syndicate Desk; BofA Securities, Inc., 114 West 47th Street, NY8-114-07-01, New York, New York 10036, Facsimile: 212-901-7881; Attention: High Grade Debt Capital Markets Transaction Management/Legal; and U.S. Bancorp Investments, Inc., 214 N. Tryon Street, 26th Floor, Charlotte, North Carolina 28202, Facsimile: (877) 774-3462, Attention: Debt Capital Markets. Notices sent to the Company, will be mailed, delivered, telecopied or telegraphed to and confirmed to it at Reinsurance Group of America, Incorporated, 16600 Swingley Ridge Road, Chesterfield, Missouri 63017, attention of the General Counsel.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107- 56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

13. Authority of the Representatives. The Representatives will act for the several Underwriters in connection with this Agreement, and any action under this Agreement taken by the Representatives shall be binding upon all the Underwriters.

14. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and controlling persons referred to in Section 7 hereof, and no other person will have any right or obligation hereunder. No purchaser of any of the Securities from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

15. Entire Agreement.

(a) This Agreement, together with any contemporaneous written agreements and any prior written agreements (to the extent not superseded by this Agreement) that relate to the offering of the Securities, represents the entire agreement between the Company and the Underwriters with respect to the preparation of any preliminary prospectus, the Time of Sale Prospectus, the Prospectus, the conduct of the offering and the purchase and sale of the Securities.

(b) The Company acknowledges that in connection with the offering of the Securities: (i) each of the Underwriters has acted at arm's length and is not an agent of, and owes no fiduciary duties to, the Company or any other person, (ii) the Underwriters owe the Company only those duties and obligations set forth in this Agreement and prior written agreements (to the extent not superseded by this Agreement), if any, (iii) the Underwriters may have interests that differ from those of the Company and (iv) the Company has consulted its own legal and financial advisors to the extent it deemed appropriate. The Company waives to the full extent permitted by applicable law any claims it may have against the Underwriters arising from an alleged breach of fiduciary duty in connection with the offering of the Securities.

16. Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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17. Headings. The headings of the sections of this Agreement have been inserted for convenience of reference only and shall not be deemed a part of this Agreement.

18. Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York.

*Signature page follows.*

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Very truly yours,

REINSURANCE GROUP OF AMERICA,  
INCORPORATED

By: /s/ Brian W. Haynes

Name: Brian W. Haynes

Title: Senior Vice President and Corporate  
Treasurer

*[Signature Page to Underwriting Agreement]*

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Accepted and agreed by:

J.P. MORGAN SECURITIES LLC

As Representative of the  
several Underwriters listed  
in Schedule I hereto.

By: /s/ Stephen L. Sheiner

Name: Stephen L. Sheiner Executive

Title: Director

*[Signature Page to Underwriting Agreement]*

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BOFA SECURITIES, INC.

As Representative of the  
several Underwriters listed  
in Schedule I hereto.

By: /s/ Randolph B. Randolph  
Name: Randolph B. Randolph  
Title: Managing Director

*[Signature Page to Underwriting Agreement]*

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U.S. BANCORP INVESTMENTS, INC.

As Representative of the  
several Underwriters listed  
in Schedule I hereto.

By: /s/ Chris Cicoletti  
Name: Chris Cicoletti  
Title: Managing Director

*[Signature Page to Underwriting Agreement]*

<u>Underwriter</u>	<u>Aggregate Principal Amount of Securities to be Purchased</u>
J.P. Morgan Securities LLC	\$ 110,000,000
BofA Securities, Inc.	\$ 100,000,000
U.S. Bancorp Investments, Inc.	\$ 100,000,000
SMBC Nikko Securities America, Inc.	\$ 50,000,000
Mizuho Securities USA LLC	\$ 20,000,000
MUFG Securities Americas Inc.	\$ 20,000,000
<b>Total</b>	<b>\$ 400,000,000</b>



**Free Writing Prospectuses**

- A. Free Writing Prospectus deemed part of the Time of Sale Prospectus
  - The Pricing Term Sheet, dated June 5, 2023, a copy of which is attached hereto.
- B. Free Writing Prospectus not deemed part of the Time of Sale Prospectus
  - The Road Show, as posted on NetRoadshow on June 5, 2023.

Reinsurance Group of America, Incorporated  
\$400,000,000 6.000% Senior Notes due 2033

Final Term Sheet  
Dated June 5, 2023

<b>Issuer</b>	Reinsurance Group of America, Incorporated
<b>Security</b>	SEC Registered 6.000% Senior Notes due 2033
<b>Principal Amount</b>	\$400,000,000
<b>Trade Date</b>	June 5, 2023
<b>Settlement Date (T+3)*</b>	June 8, 2023
<b>Maturity Date</b>	September 15, 2033
<b>Coupon</b>	6.000%
<b>Public Offering Price</b>	99.639% of the principal amount
<b>Underwriting Discount</b>	0.650%
<b>Net Proceeds to Issuer (after underwriting discount and before expenses)</b>	\$395,956,000
<b>Yield to Maturity</b>	6.043%
<b>Benchmark Treasury</b>	3.375% due May 15, 2033
<b>Benchmark Treasury Price /</b>	97-12 / 3.693%
<b>Spread to Benchmark Treasury:</b>	+ 235 basis points
<b>Interest Payment Dates</b>	March 15 and September 15, commencing March 15, 2024
<b>Optional Redemption Provisions</b>	
<b>Make-whole call</b>	At any time prior to June 15, 2033 (3 months prior to maturity) at a discount rate of Treasury plus 40 basis points
<b>Par call</b>	On or after June 15, 2033 (3 months prior to maturity)
<b>Authorized Denominations</b>	\$2,000 and integral multiples of \$1,000 in excess thereof

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<b>CUSIP / ISIN</b>	759351AR0 / US759351AR05
<b>Ratings (Moody's / S&amp;P)**</b>	[Intentionally Omitted]
<b>Joint Book Running Managers</b>	J.P. Morgan Securities LLC BofA Securities, Inc. U.S. Bancorp Investments, Inc. SMBC Nikko Securities America, Inc.
<b>Co-Managers</b>	Mizuho Securities USA LLC MUFG Securities Americas Inc.

(\*) It is expected that delivery of the notes will be made against payment therefor on or about June 8, 2023, which is the third business day following the date hereof (such settlement cycle being referred to as "T+3"). Pursuant to Rule 15c6-1 under the Exchange Act, trades in the secondary market generally are required to settle in two business days unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the notes prior to two business days before the date of delivery of the notes in this offering will be required, by virtue of the fact that the notes initially will settle in T+3, to specify an alternative settlement cycle at the time of any such trade to prevent failed settlement. Purchasers of the notes who wish to trade the notes prior to two business days before the date of delivery of the notes in this offering should consult their own advisors.

(\*\*) An explanation of the significance of ratings may be obtained from the rating agencies. Generally, rating agencies base their ratings on such material and information, and such of their own investigations, studies and assumptions, as they deem appropriate. The rating of the notes should be evaluated independently from similar ratings of other securities. A credit rating of a security is not a recommendation to buy, sell or hold securities and may be subject to review, revision, suspension, reduction or withdrawal at any time by the assigning rating agency.

**The Issuer has filed a registration statement (including a prospectus, which consists of a preliminary prospectus supplement dated June 5, 2023 and an accompanying prospectus dated March 15, 2023) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the Issuer has filed with the SEC for more complete information about the Issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC website at [www.sec.gov](http://www.sec.gov). Alternatively, the Issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling: J.P. Morgan Securities LLC at (212) 834-4533, BofA Securities, Inc. at (800) 294-1322 or U.S. Bancorp Investments, Inc. at (877) 558-2607.**

**ANY DISCLAIMERS OR OTHER NOTICES THAT MAY APPEAR BELOW ARE NOT APPLICABLE TO THIS COMMUNICATION AND SHOULD BE DISREGARDED. SUCH DISCLAIMERS OR OTHER NOTICES WERE AUTOMATICALLY GENERATED AS A RESULT OF THIS COMMUNICATION BEING SENT VIA BLOOMBERG OR ANOTHER E-MAIL SYSTEM.**

**List of Significant Subsidiaries of Reinsurance Group of America, Incorporated**

RGA Life and Annuity Insurance Company

RGA Reinsurance Company

RGA Reinsurance Company (Barbados) Ltd.

RGA Americas Reinsurance Company, Ltd.

RGA Americas Investments LLC

**Form of Opinion of Senior Vice President, Corporate and Securities  
Counsel and Assistant Secretary**

[Omitted.]

**Form of Opinion of Bass,  
Berry & Sims, PLC**

[Omitted.]

**Form of Negative Assurances Letter of Bass, Berry & Sims, PLC**

[Omitted.]

Eighth Supplemental Indenture

between

Reinsurance Group of America, Incorporated

and

The Bank of New York Mellon Trust Company, N.A.,

as Trustee

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Dated June 8, 2023

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6.000% Senior Notes due 2033

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EIGHTH SUPPLEMENTAL INDENTURE, dated June 8, 2023 (this “**Eighth Supplemental Indenture**”), between REINSURANCE GROUP OF AMERICA, INCORPORATED, a Missouri corporation (the “**Company**”), having its principal executive office at 16600 Swingley Ridge Road, Chesterfield, Missouri 63017 and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, as trustee (the “**Trustee**”), having its corporate trust office at 601 Travis Street, 16<sup>th</sup> Floor, Houston, Texas 77002, supplementing the Indenture, dated as of August 21, 2012, between the Company and the Trustee (the “**Base Indenture**” and, together with this Eighth Supplemental Indenture, the “**Indenture**”).

#### RECITALS OF THE COMPANY

The Company executed and delivered the Base Indenture to the Trustee to provide for the issuance from time to time by the Company of its debentures, notes, bonds or other evidences of indebtedness (hereinafter generally called the “**Debt Securities**”) to be issued in one or more series as provided in the Base Indenture, in an unlimited aggregate principal amount which may be authenticated and delivered as provided in the Base Indenture;

Pursuant to the terms of this Eighth Supplemental Indenture, the Company desires to provide for the establishment of a new series of Debt Securities to be known as the 6.000% Senior Notes due 2033 (the “**Senior Notes**”), the form and substance of such Senior Notes and the terms, provisions and conditions thereof to be as set forth in the Indenture;

Pursuant to Section 3.1 of the Base Indenture, a new series of Debt Securities may at any time be established in or pursuant to a Board Resolution, an Officers’ Certificate or one or more indentures supplemental to the Base Indenture;

The Company has requested that the Trustee execute and deliver this Eighth Supplemental Indenture. All requirements necessary to make this Eighth Supplemental Indenture a valid instrument in accordance with its terms (and to make the Senior Notes, when duly executed by the Company and duly authenticated and delivered by the Trustee, the valid and enforceable obligations of the Company) have been performed, and the execution and delivery of this Eighth Supplemental Indenture has been duly authorized in all respects.

NOW, THEREFORE, THIS EIGHTH SUPPLEMENTAL INDENTURE WITNESSETH:

For and in consideration of the premises and the purchase of Senior Notes by the Holders thereof, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of Senior Notes, as follows:

ARTICLE I  
DEFINITIONS

**Section 1.1 Definition of Terms**

Unless the context otherwise requires:

- (a) a term not defined herein that is defined in the Base Indenture has the same meaning when used in this Eighth Supplemental Indenture;
- (b) a term defined anywhere in this Eighth Supplemental Indenture has the same meaning throughout;
- (c) the singular includes the plural and vice versa;
- (d) a reference to a Section or Article is to a Section or Article of this Eighth Supplemental Indenture;
- (e) headings are for convenience of reference only and do not affect interpretation; and
- (f) the following terms have the following meanings:

**“Applicable Fiscal Year”** means the most recently completed fiscal year of the Company in respect of which an annual report on Form 10-K has been filed by the Company.

**“Base Indenture”** has the meaning set forth in the Recitals.

**“Capital Stock”** means with respect to any Person, any and all shares, interests, participations, rights or other equivalents (however designated) of stock of any class or kind or any other equity interests of such Person, including, without limitation, if such Person is a partnership, partnership interests (whether general or limited) and any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, such partnership.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Company”** has the meaning set forth in the Recitals.

**“Consolidated Tangible Net Worth”** means the total shareholders’ equity as reflected in the Company’s most recent consolidated balance sheet prepared in accordance with GAAP and filed with the Securities and Exchange Commission, less intangible assets such as goodwill, trademarks, tradenames, patents and unamortized debt discount and expense.

**“Debt Securities”** has the meaning set forth in the Recitals.

**“Eighth Supplemental Indenture”** has the meaning set forth in the Recitals.

**“FATCA”** means Sections 1471 through 1474 of the Code, as of the date hereof (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Code.

**“Finance Lease Obligation”** means an obligation of the Company or any Subsidiary to pay rent or other amounts under a lease of (or another agreement conveying the right to use) real or personal property thereof that is required to be classified and accounted for as a finance lease on the face of a balance sheet thereof in accordance with GAAP. For purposes of this Eighth Supplemental Indenture, the amount of such obligation shall be the capitalized amount thereof and the stated maturity thereof shall be the date of the last payment of rent or any other amount due under such lease (or such other agreement) prior to the first date upon which such lease (or such other agreement) may be terminated by the lessee (or obligor) without payment of a penalty.

**“GAAP”** means generally accepted accounting principles as set forth in the statements and pronouncements of the Financial Accounting Standards Board and in opinions of the Accounting Principles Board of the American Institute of Certified Public Accountants or in such other statements by such other entity as have been approved by a significant segment of the accounting profession or which have other substantial authoritative support in the United States and are applicable in the circumstances, in each case as of the date of determination, as applied on a consistent basis.

**“Guarantee”** by any Person means any Obligations, contingent or otherwise, of such Person guaranteeing any Indebtedness of any other Person (the *“primary obligor”*) in any manner, whether directly or indirectly, and including, without limitation, every obligation of such Person (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or to purchase (or to advance or supply funds for the purchase of) any security for the payment of such Indebtedness, (ii) to purchase property, securities or services for the purpose of assuring the holder of such Indebtedness of the payment of such Indebtedness or (iii) to maintain working capital, equity capital or other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness (and the terms *“Guaranteed,” “Guaranteeing”* and *“Guarantor”* shall have meanings correlative to the foregoing); *provided, however*, that the Guarantee by any Person shall not include endorsements by such Person for collection or deposit, in either case in the ordinary course of business.

**“Global Senior Note”** has the meaning set forth in Section 2.5(a).

**“H.15”** has the meaning set forth in Section 2.7(a).

**“H.15 TCM”** has the meaning set forth in Section 2.7(a).

**“Holder”** means a Person in whose name a Senior Note is registered.

**“Indenture”** has the meaning set forth in the Recitals.

**“Indebtedness”** of any Person means, without duplication: (i) every obligation of such Person for money borrowed; (ii) every obligation of such Person evidenced by bonds, debentures, notes or similar instruments, including obligations incurred in connection with the acquisition of property, assets or businesses; (iii) every obligation of such Person under conditional sale or other title retention agreements relating to assets or property purchased by such Person or issued or assumed as the deferred purchase price of

property, assets or services (but excluding trade accounts payable or accrued liabilities arising in the ordinary course of business that are not overdue by more than 90 days or are being contested by such Person in good faith); (iv) every Finance Lease Obligation of such Person; (v) every obligation of such Person with respect to any Sale and Leaseback Transaction to which such Person is a party; (vi) every obligation of such Person with respect to letters of credit, bankers' acceptances or similar facilities issued for the account of such Person; (vii) the maximum fixed redemption or repurchase price of outstanding Redeemable Stock of such Person; (viii) every obligation of such Person with respect to performance, surety or similar bonds; (ix) every obligation of such Person under interest rate swap or cap or similar agreements, or under foreign currency hedge, exchange or similar agreements, of such Person; (x) if such Person is engaged in the insurance business, all Surplus Debt of such Person; (xi) every obligation of the type referred to in clauses (i) through (x) and (xii) of another Person the payment of which such Person has Guaranteed or is otherwise responsible for or liable for, directly or indirectly, as obligor, Guarantor or otherwise; and (xii) every amendment, modification, renewal and extension of an obligation of the type referred to in clauses (i) through (xi).

**"Insurance Regulator"** means any Person having (i) authority to administer or enforce any statute, regulation or other law of the United States, any State or the District of Columbia or any instrumentality or political subdivision thereof (or any order or decree of any court thereof) governing the conduct of an insurance business, and (ii) jurisdiction over the matter in question.

**"Interest Payment Date"** has the meaning set forth in Section 2.6(a).

**"Par Call Date"** has the meaning set forth in Section 2.7(a).

**"Prospectus Supplement"** means the prospectus dated March 15, 2023, as supplemented by a prospectus supplement dated June 5, 2023, pursuant to which the Senior Notes issued on the original issue date were offered to investors.

**"Obligations"** means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

**"Recitals"** means the Recitals of the Company set forth in this Eighth Supplemental Indenture.

**"Redeemable Stock"** of a Person means every Capital Stock of such Person that by its terms or otherwise is required to be redeemed or otherwise purchased by such Person, or is redeemable or so purchasable at the option of the holder thereof, at any time prior to the Stated Maturity of the Capital Stock.

**"Remaining Life"** has the meaning set forth in Section 2.7(a).

**"Restricted Subsidiary"** means:

(i) any Significant Subsidiary of the Company existing on the date hereof;

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(ii) any Subsidiary of the Company, organized or acquired after the date hereof, which is a Significant Subsidiary; and

(iii) an Unrestricted Subsidiary which is reclassified as a Restricted Subsidiary by a resolution adopted by the Board of Directors, provided that a Subsidiary that is a Restricted Subsidiary solely pursuant to this clause (iii) may be subsequently reclassified as an Unrestricted Subsidiary by a resolution adopted by the Board of Directors.

**“Sale and Leaseback Transaction”** means any arrangement with any bank, insurance company or other lender or investor (other than the Company or a Subsidiary), or to which such lender or investor is a party, providing for the leasing by the Company or any Subsidiary of any property or asset of the Company or any Subsidiary that has been or is to be sold or transferred by the Company or any Subsidiary to such lender or investor or to any Person (other than the Company or a Subsidiary) to whom funds have been or are to be advanced by such lender or investor on the security of such property or asset.

**“Senior Notes”** has the meaning set forth in the Recitals.

**“Significant Subsidiary”** means each Subsidiary of the Company representing 10% or more of (i) both (x) the consolidated earnings of the Company before income taxes and extraordinary items as of the end of the Applicable Fiscal Year, and (y) the consolidated total revenue of the Company during the Applicable Fiscal Year, or (ii) the consolidated total assets of the Company as of the end of the Applicable Fiscal Year.

**“Surplus Debt”** of any Person engaged in the insurance business means any liability of such Person to another for repayment of a sum of money to such other Person under a written agreement approved by an Insurance Regulator providing for such liability to be paid only out of surplus of such Person in excess of a minimum amount of surplus specified in such agreement.

**“Treasury Rate”** has the meaning set forth in Section 2.7(a).

**“Trustee”** has the meaning set forth in the Recitals.

**“Unrestricted Subsidiary”** means any Subsidiary of the Company which is not a Restricted Subsidiary.

**“Voting Stock”** means, with respect to a person, stock of any class or kind or any other equity interest in a person, however designated, ordinarily having the power to vote for the election of directors, managers, trustees or other voting members of the governing body of such person, provided that, for the purposes of this definition, stock or equity interests which by a resolution adopted by the Board of Directors carries only the right to vote conditioned on the happening of an event shall not be considered voting stock or voting equity interests whether or not such event shall have happened.

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ARTICLE II  
TERMS AND CONDITIONS OF THE SENIOR NOTES

Pursuant to Section 3.1 of the Base Indenture, the Senior Notes are hereby established with the following terms and other provisions:

**Section 2.1 Designation and Principal Amount**

(a) There is hereby authorized a series of Debt Securities designated the “6.000% Senior Notes due 2033,” initially in the aggregate principal amount at maturity of Four Hundred Million Dollars (\$400,000,000).

(b) Without the consent of the Holders of the Senior Notes, the Company may, from time to time, create and issue additional Senior Notes having the same terms and conditions as the Senior Notes issued as of the date hereof in all respects, except for issue date, public offering price and, if applicable, the first payment of interest thereon. Additional Senior Notes issued after the date hereof will form a single series with all such outstanding Senior Notes; provided that additional Senior Notes will not be issued with the same CUSIP, if any, as existing Senior Notes unless such additional Senior Notes are fungible with existing Senior Notes for U.S. federal income tax purposes.

**Section 2.2 Issue Date; Maturity**

Subject to Section 2.1(b), the Senior Notes shall initially be issued as of the date hereof; the Stated Maturity of the Senior Notes shall be September 15, 2033 or if such date is not a Business Day, the next Business Day.

**Section 2.3 Percentage of Principal Amount**

Subject to Section 2.1(b), the Senior Notes will initially be issued at 99.639% of the principal amount.

**Section 2.4 Place of Payment and Surrender for Registration of Transfer**

(a) Payment of principal of (and premium, if any) and interest on Senior Notes shall be made, the transfer of Senior Notes will be registrable, and Senior Notes will be exchangeable for Senior Notes of other denominations of a like principal amount at the office or agency of the Company maintained for such purpose, initially the Corporate Trust Office of the Trustee. Payment of principal of (and premium, if any) and interest on Senior Notes issued as Global Senior Notes shall be payable by the Company through the Paying Agent to the Depository in immediately available funds.

(b) Payment of principal of (and premium, if any) and interest on Senior Notes issued in physical form shall be made, the transfer of Senior Notes will be registrable, and Senior Notes will be exchangeable for Senior Notes of other denominations of a like principal amount at the office or agency of the Company maintained for such purpose, initially the Corporate Trust Office of the Trustee; provided that, at the Company’s option, interest on Senior Notes issued in physical form may be payable by (i) a U.S. Dollar check drawn on a bank in The City of



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New York mailed to the address of the Person entitled thereto as such address shall appear in the Security Register, or (ii) upon application to the Security Registrar not later than the relevant Regular Record Date by a Holder of a principal amount of Securities in excess of \$5,000,000, wire transfer in immediately available funds, which application shall remain in effect until the Holder notifies, in writing, the Security Registrar to the contrary.

### **Section 2.5 Registered Securities; Form; Denominations; Depositary**

(a) Subject to Section 2.1(b), the Senior Notes shall be issued in fully registered form, without coupons, as registered Debt Securities and shall initially be issued in the form of one or more permanent Global Notes (the “**Global Senior Notes**”), and with the legends contained in, the form of Exhibit A hereto.

(b) The Senior Notes shall not be issuable in bearer form. The terms and provisions contained in the form of Senior Note shall constitute, and are hereby expressly made, a part of the Indenture and to the extent applicable, the Company, and the Trustee, by their execution and delivery of the Indenture, expressly agree to such terms and provisions and to be bound thereby.

(c) The Senior Notes shall be issued in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

(d) Initially, the Depositary for the Senior Notes will be The Depositary Trust Company. The Global Senior Notes will be registered in the name of the Depositary or its nominee, Cede & Co., and held by the Trustee as custodian for the Depositary for crediting to the accounts of its participants.

### **Section 2.6 Interest**

(a) The Senior Notes will bear interest at a rate of 6.000% per annum on the principal amount thereof from and including June 8, 2023 to, but excluding, September 15, 2033, payable semiannually in arrears on March 15 and September 15 of each year (each, an “**Interest Payment Date**”), commencing on March 15, 2024. The Regular Record Dates for the Senior Notes shall be the immediately preceding March 1 and September 1, respectively, of each year.

(b) The amount of interest payable on the Senior Notes for any period will be computed on the basis of a 360-day year of twelve 30-day months. In the event that any date on which interest is payable on the Senior Notes is not a Business Day, payment of the interest payable on such date will be made on the next day that is a Business Day (and without any additional interest or other payment in respect of any such delay), except that, if such Business Day is in the next calendar year, such payment will be made on the preceding Business Day with the same force and effect as if made on the date such payment was originally payable.

(c) The Company shall pay interest on overdue principal and on overdue installments of interest (without regard to any applicable grace periods) from time to time on demand at the rate borne by the Senior Notes plus 1% per annum to the extent lawful.

## Section 2.7 Optional Redemption

(a) Prior to June 15, 2033 (three months prior to their maturity date) (the “**Par Call Date**”), the Company may redeem the Senior Notes at its option, in whole or in part, at any time and from time to time, at a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

(i) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming the Senior Notes to be redeemed matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 40 basis points less (b) interest accrued to, but not including, the Redemption Date, and

(ii) 100% of the principal amount of the Senior Notes to be redeemed;

plus, in either case, accrued and unpaid interest thereon to, but not including, the Redemption Date.

On or after the Par Call Date, the Company may redeem the Senior Notes, in whole or in part, at any time and from time to time, at a Redemption Price equal to 100% of the principal amount of the Senior Notes being redeemed plus accrued and unpaid interest on the Senior Notes to be redeemed to, but not including, the Redemption Date.

“**Treasury Rate**” means, with respect to any Redemption Date, the yield determined by the Company in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third Business Day preceding the Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as “Selected Interest Rates (Daily)—H.15” (or any successor designation or publication) (“**H.15**”) under the caption “U.S. government securities—Treasury constant maturities—Nominal” (or any successor caption or heading) (“**H.15 TCM**”). In determining the Treasury Rate, the Company shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the Par Call Date (the “**Remaining Life**”); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

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If on the third Business Day preceding the Redemption Date H.15 TCM or any successor designation or publication is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second Business Day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The actions and determinations of the Company in determining the Redemption Price shall be conclusive and binding for all purposes, absent manifest error.

(b) The redemption provisions of Article XII of the Base Indenture shall apply to the Senior Notes; provided, however, that notwithstanding anything in the Base Indenture to the contrary, notice of any redemption will be mailed or electronically delivered (or otherwise transmitted in accordance with the Depository's procedures) at least 10 days but not more than 60 days before the Redemption Date to each Holder of the Senior Notes to be redeemed. Any notice of redemption shall include a brief summary of the manner of calculation of the Redemption Price but need not include the Redemption Price itself; provided however, that a supplemental notice will be mailed or electronically delivered (or otherwise transmitted in accordance with the Depository's procedures) at least two Business Days prior to the Redemption Date including the Redemption Price.

(c) Any redemption notice may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of a corporate transaction that is pending (such as an equity or equity-linked offering, an incurrence of indebtedness or an acquisition or other strategic transaction involving a change of control in the Company or another entity). If such redemption is so subject to satisfaction of one or more conditions precedent, such notice shall describe each such condition, and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied or otherwise waived by the Company (in the Company's sole discretion) on or prior to the Business Day immediately preceding the relevant Redemption Date. The Company shall notify Holders of any such rescission as soon as practicable after the Company determines that such conditions precedent

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will not be able to be satisfied or the Company is not able or willing to waive such conditions precedent, in each case subject to the policies and procedures of the Depositary (or any successor Depositary). In any event, the Company shall provide written notice to the Trustee prior to the close of business on the Business Day prior to the relevant Redemption Date if any such redemption has been rescinded or delayed, and upon receipt of such notice, the Trustee shall provide such notice to each Holder in the same manner in which the notice of redemption was given. Once notice of redemption is mailed or sent, subject to the satisfaction of any conditions precedent provided in the notice of redemption, the Senior Notes called for redemption will become due and payable on the Redemption Date and at the applicable Redemption Price.

#### **Section 2.8 No Sinking Fund**

The Senior Notes shall not be subject to a sinking fund provision. The provisions contained in Article XIII of the Base Indenture shall not apply to the Senior Notes.

#### **Section 2.9 Events of Default**

In addition to the Events of Default set forth in Section 5.1 of the Base Indenture, it shall be an “Event of Default” with respect to the Senior Notes if the following occurs and shall be continuing: an acceleration of the maturity of any Indebtedness of the Company or any Subsidiary, in an aggregate principal amount in excess of Two Hundred Twenty-Five Million Dollars (\$225,000,000), if such failure to pay is not discharged or such acceleration is not annulled within 15 days after the Company shall have received due notice of such acceleration.

The additional Events of Default set forth in this Section 2.9 are expressly being included solely to be applicable to the Senior Notes specified in this Eighth Supplemental Indenture.

#### **Section 2.10 Ranking**

The Senior Notes shall constitute the senior debt obligations of the Company and shall rank equally in right of payment with all other existing and future senior debt obligations of the Company.

#### **Section 2.11 Paying Agent; Security Registrar**

Initially, the Trustee shall act as Paying Agent and Security Registrar. If the Senior Notes are issued in definitive form, the Corporate Trust Office shall be the office or agency of the Paying Agent and the Security Registrar for the Senior Notes.

#### **Section 2.12 Defeasance**

The defeasance provisions of Article XIV of the Base Indenture shall apply to the Senior Notes.

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### **Section 2.13 No Conversion**

The Senior Notes will not be convertible into shares of Common Stock or any other security. The provisions contained in Article XV of the Base Indenture shall not apply to the Senior Notes.

### **Section 2.14 CUSIP Numbers**

The Company in issuing the Senior Notes may use “CUSIP” numbers (if then generally in use), and, if so, the Trustee shall use “CUSIP” numbers in notices of redemption as a convenience to Holders; provided that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Senior Notes or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Senior Notes, and any such redemption shall not be affected by any defect in or omission of such numbers. The Company will promptly notify the Trustee of any change in the “CUSIP” numbers.

### **Section 2.15 Definitive Form of Senior Notes**

The Senior Notes will be issued in definitive form only under the limited circumstances set forth in Section 3.4 of the Base Indenture.

### **Section 2.16 Company Reports**

The provisions of Section 7.4 of the Base Indenture relating to the nature, content and date for reports by the Company to the Holders, to the extent such provisions are mandated by the Trust Indenture Act, shall apply to the Senior Notes.

### **Section 2.17 Consolidation, Merger, Conveyance, Transfer or Lease.**

With respect to the Senior Notes, clause (i) of Section 9.1 of the Base Indenture is amended and restated in its entirety with the following:

(i) (a) the surviving Corporation or the Corporation which acquires by conveyance or transfer, or which leases, the properties and assets of the Company substantially as an entirety shall be a Corporation organized and existing under the laws of the United States or any State or territory thereof or the District of Columbia; and (b) if the Company is not the surviving Corporation, the surviving Corporation shall expressly assume, by an indenture supplemental hereto, executed and delivered to the Trustee, in form satisfactory to the Trustee, the due and punctual payment of the principal of (and premium, if any) and interest on all the Debt Securities and the performance of every covenant of this Indenture on the part of the Company to be performed or observed, including providing for conversion or exchange rights in accordance with the terms of the Debt Securities;

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### **Section 2.18 Supplemental Indentures without Consent of Holders**

With respect to the Senior Notes, the provisions of Section 10.1 of the Base Indenture relating to supplemental indentures without consent of the Holders shall apply to the Senior Notes; provided that the Company and the Trustee may additionally amend the Indenture without the consent of the Holders to:

- (a) conform the terms of the Indenture that are applicable to the Senior Notes to the “Description of the notes” in the Prospectus Supplement; and
- (b) comply with the requirements of any securities depository.

### **ARTICLE III COVENANTS**

With respect to the Senior Notes, Article XI of the Base Indenture is hereby supplemented by the following additional covenants of the Company:

#### **Section 3.1 Limitation on Liens**

The Company will not, and will not permit any Subsidiary to, incur, issue, assume or guaranty any Indebtedness if such Indebtedness is secured by a mortgage, pledge of, lien on, security interest in or other encumbrance upon any Voting Stock of any Restricted Subsidiary, whether such Voting Stock is now owned or is hereafter acquired, without providing that the Senior Notes (together with, if the Company shall so determine, any other Indebtedness or obligations of the Company or any Subsidiary ranking equally with such Senior Notes and then existing or thereafter created) shall be secured equally and ratably with, or prior to, such Indebtedness. The foregoing limitation shall not apply to:

- (a) Indebtedness incurred, issued, assumed, guaranteed or permitted to exist and secured by liens, security interests, pledges or other encumbrances which does not exceed 10% of the Company’s then Consolidated Tangible Net Worth;
- (b) Indebtedness secured by a pledge of, lien on or security interest in any Voting Stock of any entity if such pledge, lien or security interest is made or granted prior to or at the time such entity becomes a Restricted Subsidiary; provided that such pledge, lien or security interest was not created in anticipation of the transfer of such Voting Stock to the Company or its Subsidiaries;
- (c) liens or security interests securing Indebtedness of a Subsidiary to the Company or a Restricted Subsidiary;
- (d) the extension, renewal or replacement (or successive extensions, renewals or replacements), in whole or in part, of any lien or security interest referred to in the foregoing clauses (b) and (c) but only if the principal amount of Indebtedness secured by the liens or security interests immediately prior thereto is not increased and the lien or security interest is not extended to other property;
- (e) pledges or deposits under workers’ compensation or other similar laws and judgment liens thereunder that are not currently dischargeable;

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(f) good faith deposits in connection with leases to which the Company or any Significant Subsidiary is a party;

(h) deposits in connection with obtaining or maintaining self-insurance or obtaining the benefits of any law, regulation or arrangement pertaining to unemployment insurance, old age pensions, social security or similar matters;

(i) liens created by or resulting from any judgments or awards against the Company or any of the Company's Subsidiaries with respect to which the Company is in good faith prosecuting an appeal or other review proceedings, or liens incurred by the Company or any of the Company's Subsidiaries for the purpose of obtaining a stay or discharge in the course of any litigation to which the Company is party; or

(j) liens for taxes or assessments, governmental charges or levies not yet due or delinquent, or which can be paid thereafter without penalty, or which are being contested in good faith by appropriate proceedings.

### **Section 3.2 Limitations on Issuance or Disposition of Stock of Restricted Subsidiaries**

The Company will not, nor will it permit any Restricted Subsidiary to, issue, sell, assign, transfer or otherwise dispose of any shares of Capital Stock (other than nonvoting preferred stock or other nonvoting interests) of any Restricted Subsidiary (or of any Subsidiary having direct or indirect control of any Restricted Subsidiary), except for, subject to Article IX of the Base Indenture: (a) director's qualifying shares or other similar equity interests; (b) a sale, assignment, transfer or other disposition of any Capital Stock of any Restricted Subsidiary (or of any Subsidiary having direct or indirect control of any Restricted Subsidiary) to the Company or to one or more Restricted Subsidiaries; (c) a sale, assignment, transfer or other disposition of all or part of the Capital Stock of any Restricted Subsidiary (or of any Subsidiary having direct or indirect control of any Restricted Subsidiary) for consideration which is at least equal to the fair value of such Capital Stock as determined by the Company's Board of Directors acting in good faith; (d) the issuance, sale, assignment, transfer or other disposition made in compliance with an order of a court or regulatory authority of competent jurisdiction, other than an order issued at the request of the Company or any Restricted Subsidiary; or (e) issuance for consideration which is at least equal to fair value as determined by the Company's Board of Directors acting in good faith.

## **ARTICLE IV MISCELLANEOUS**

### **Section 4.1 Ratification, Extension and Renewal of Indenture**

The Base Indenture, as supplemented and amended by this Eighth Supplemental Indenture, is ratified, confirmed, extended and renewed, and this Eighth Supplemental Indenture shall be deemed part of the Base Indenture in the manner and to the extent herein and therein provided. If any provision of this Eighth Supplemental Indenture is inconsistent with a provision of the Base Indenture, the terms of this Eighth Supplemental Indenture shall control. This Eighth Supplemental Indenture shall only apply to the Senior Notes and shall not apply to any other Debt Securities of any other series issued under the Base Indenture (unless otherwise specified pursuant to Section 3.1 of the Base Indenture for Debt Securities of any such series).

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#### **Section 4.2 Trustee Not Responsible for Recitals**

The Recitals are made by the Company and not by the Trustee, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representation as to the validity or sufficiency of this Eighth Supplemental Indenture or the Senior Notes. The Trustee shall not be accountable for the use or application by the Company of the Senior Notes or the proceeds thereof.

#### **Section 4.3 Governing Law**

This Eighth Supplemental Indenture and the Senior Notes shall be governed by, and construed in accordance with, the laws of the State of New York.

#### **Section 4.4 Severability**

In case any one or more of the provisions contained in this Eighth Supplemental Indenture or in the Senior Notes shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Eighth Supplemental Indenture or of the Senior Notes, but this Eighth Supplemental Indenture and the Senior Notes shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.

#### **Section 4.5 Counterparts**

This Eighth Supplemental Indenture may be executed in any number of counterparts each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

#### **Section 4.6 Successors and Assigns**

All covenants and agreements in the Indenture by the Company shall bind its successors and assigns, whether expressed or not. The Company will have the right at all times to assign any of its respective rights or obligations under the Indenture to a direct or indirect wholly owned Subsidiary of the Company; provided that, in the event of any such assignment, the Company will remain liable for all of its respective obligations. Subject to the foregoing, the Indenture will be binding upon and inure to the benefit of the parties thereto and their respective successors and assigns. The Indenture may not otherwise be assigned by the parties thereto.

#### **Section 4.7 FATCA Withholding**

In order to comply with the applicable reporting requirements of FATCA, the Company agrees (i) to provide to the Trustee tax information about Holders or the transactions contemplated hereby (including any modification to the terms of such transactions), to the extent such information is directly available to the Company, so that the Trustee can determine whether it has tax-related obligations under FATCA and (ii) that the Trustee shall be entitled to make any withholding or deduction from payments under the Senior Notes to the extent necessary to comply with FATCA.



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#### **Section 4.8 Electronic Signatures**

The words “execution,” signed,” signature,” and words of like import in this Eighth Supplemental Indenture shall include images of manually executed signatures transmitted by facsimile, email or other electronic format (including, without limitation, “pdf,” “tif” or “jpg”) and other electronic signatures (including without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code. Without limitation to the foregoing, and anything in this Eighth Supplemental Indenture to the contrary notwithstanding, (a) any Officers’ Certificate, Company Order, Opinion of Counsel, Senior Notes, certificate of authentication appearing on or attached to any Senior Notes, supplemental indenture or other certificate, opinion of counsel, instrument, agreement or other document delivered pursuant to the Base Indenture may be executed, attested and transmitted by any of the foregoing electronic means and formats, (b) all references in Section 3.3 or elsewhere in the Base Indenture to the execution, attestation or authentication of any Senior Notes or any certificate of authentication appearing on or attached to any Senior Notes by means of a manual or facsimile signature shall be deemed to include signatures that are made or transmitted by any of the foregoing electronic means or formats, and (c) any requirement in Section 3.3 or elsewhere in the Base Indenture that any signature be made under a corporate seal (or facsimile thereof) shall not be applicable to the Senior Notes.

*Signature page follows.*

IN WITNESS WHEREOF, the parties hereto have caused this Eighth Supplemental Indenture to be duly executed as of the day and year first above written.

REINSURANCE GROUP OF AMERICA, INCORPORATED

By: /s/ Brian W. Haynes  
Brian W. Haynes  
Senior Vice President and Corporate Treasurer

Attest:

/s/ Clifford R. Jenks  
Clifford R. Jenks  
Senior Vice President, Corporate and  
Securities Counsel and Assistant Secretary

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Trustee

By: /s/ April Bradley  
Name: April Bradley  
Title: Vice President

*Signature page to Eighth Supplemental Indenture*

**FORM OF SENIOR NOTE**

[FACE OF SENIOR NOTE]

[THIS SENIOR NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF CEDE & CO. AS NOMINEE OF THE DEPOSITORY TRUST COMPANY (THE “**DEPOSITARY**”), OR A NOMINEE OF THE DEPOSITARY. THIS NOTE IS EXCHANGEABLE FOR SENIOR NOTES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND NO TRANSFER OF THIS SENIOR NOTE (OTHER THAN A TRANSFER OF THIS SENIOR NOTE AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY) MAY BE REGISTERED UNLESS AND UNTIL THIS SENIOR NOTE IS EXCHANGED IN WHOLE OR IN PART FOR SENIOR NOTES IN DEFINITIVE FORM. UNLESS THIS SENIOR NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TO REINSURANCE GROUP OF AMERICA, INCORPORATED OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SENIOR NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.] \*

**REINSURANCE GROUP OF AMERICA, INCORPORATED****6.000% Senior Notes due 2033**

Certificate No.: R-\_\_\_\_\_

\$\_\_\_\_\_

CUSIP No.: \_\_\_\_\_

This Senior Note is one of a duly authorized series of Debt Securities of REINSURANCE GROUP OF AMERICA, INCORPORATED (the “**Senior Notes**”), all issued under and pursuant to an Indenture dated as of August 21, 2012, duly executed and delivered by REINSURANCE GROUP OF AMERICA, INCORPORATED, a Missouri corporation (the “**Company**”, which term includes any successor corporation under the Indenture hereinafter referred to), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”), as supplemented by the Eighth Supplemental Indenture thereto dated June 8, 2023, between the Company and the Trustee, to which Indenture and all indentures supplemental

\* Insert if Senior Notes are in global form.

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thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders of the Senior Notes. By the terms of the Indenture, the Debt Securities are issuable in series that may vary as to amount, date of maturity, rate of interest and in other respects as provided in the Indenture.

The Company, for value received, hereby promises to pay to [Cede & Co.]\*, or registered assigns, the principal sum of \_\_\_\_\_ (\$\_\_\_\_\_) [(as increased or decreased on the attached Schedule of Increases and Decreases)]\* on September 15, 2033 or if such date is not a Business Day, the following Business Day.

Interest Payment Dates: March 15 and September 15, commencing on March 15, 2024.

Record Dates: March 1 and September 1.

Reference is hereby made to the further provisions of this Senior Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

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\* Insert if Senior Notes are in global form.

IN WITNESS WHEREOF, the Company has caused this Senior Note to be duly executed manually or by facsimile by its duly authorized officers.

REINSURANCE GROUP OF AMERICA,  
INCORPORATED

By: \_\_\_\_\_  
Brian W. Haynes  
Senior Vice President and Corporate Treasurer

Attest:

\_\_\_\_\_  
Clifford R. Jenks  
Senior Vice President, Corporate and Securities Counsel and  
Assistant Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the 6.000% Senior Notes due 2033 issued under the within mentioned Indenture.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: \_\_\_\_\_  
Authorized Signatory

Dated: \_\_\_\_\_, 20\_\_

**REINSURANCE GROUP OF AMERICA, INCORPORATED**

**6.000% Senior Notes due 2033**

To the extent that any rights or other provisions of this Senior Note differ from or are inconsistent with those contained in the Indenture, then the Indenture shall control. Capitalized terms used herein but not defined shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

*1. Principal and Interest.*

**Reinsurance Group of America, Incorporated**, a Missouri corporation (the “**Company**”), promises to pay interest on the principal amount of this Senior Note in the manner specified below at the rate of 6.000% per annum from and including June 8, 2023, to, but excluding, the Stated Maturity. The Company will pay interest on this Senior Note semiannually in arrears on March 15 and September 15 of each year (each an “**Interest Payment Date**”), commencing on March 15, 2024. Interest not paid on the scheduled Interest Payment Date will accrue and compound semiannually at the rate borne by the principal amount of this Senior Note.

Interest on the Senior Notes shall be computed on the basis of a 360-day year of twelve 30-day months.

The Company shall pay interest on overdue principal and on overdue installments of interest (without regard to any applicable grace periods) from time to time on demand at the rate borne by the Senior Notes plus 1% per annum to the extent lawful.

*2. Ranking.*

The Senior Notes shall constitute the senior debt obligations of the Company and shall rank equally in right of payment with all other existing and future senior debt obligations of the Company.

*3. Method of Payment.*

Interest on any Senior Note which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the person in whose name that Senior Note (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for the payment of such interest. In the event that any date on which interest is payable on the Senior Notes is not a Business Day, payment of the interest payable on such date will be made on the next day that is a Business Day (and without any additional interest or other payment in respect of any such delay), except that, if such Business Day is in the next calendar year, such payment will be made on the preceding Business Day with the same force and effect as if made on the date such payment was originally payable.

#### 4. *Paying Agent and Security Registrar.*

Initially, The Bank of New York Mellon Trust Company, N.A., the Trustee, will act as Paying Agent and Security Registrar. The Company may change the Paying Agent and Security Registrar without notice to any Holder. The Company or any of its Subsidiaries may, subject to certain exceptions, act in any such capacity.

#### 5. *Indenture.*

This Senior Note is one of a duly authorized series of the 6.000% Senior Notes due 2033 (the “**Senior Notes**”) of the Company, initially limited in aggregate principal amount to \$400,000,000 and issued under an Indenture, dated as of August 21, 2012 (the “**Base Indenture**”), as supplemented by a Eighth Supplemental Indenture dated as of June 8, 2023 (the “**Eighth Supplemental Indenture**” and, together with the Base Indenture, the “**Indenture**”), in each case, between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”). The terms of this Senior Note include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (the “**TIA**”). This Senior Note is subject to all such terms, and by acceptance hereof, Holders agree to be bound by all of such terms, as the same may be amended from time to time. Holders are referred to the Indenture and the TIA for a statement of all such terms. To the extent permitted by applicable law, in the event of any inconsistency between the terms of this Senior Note and the terms of the Indenture, the terms of the Indenture shall control. Capitalized terms used but not defined herein have the meanings assigned to them in the Indenture unless otherwise indicated.

#### 6. *Optional Right of Redemption.*

(a) Prior to June 15, 2033 (three months prior to their maturity date) (the “**Par Call Date**”), the Company may redeem the Senior Notes at its option, in whole or in part, at any time and from time to time, at a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

- (i) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming the Senior Notes to be redeemed matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 40 basis points less (b) interest accrued to, but not including, the Redemption Date, and
- (ii) 100% of the principal amount of the Senior Notes to be redeemed;

plus, in either case, accrued and unpaid interest thereon to, but not including, the Redemption Date.

On or after the Par Call Date, the Company may redeem the Senior Notes, in whole or in part, at any time and from time to time, at a Redemption Price equal to 100% of the principal amount of the Senior Notes being redeemed plus accrued and unpaid interest on the Senior Notes to be redeemed to, but not including, the Redemption Date.

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“**Treasury Rate**” means, with respect to any Redemption Date, the yield determined by the Company in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third Business Day preceding the Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as “Selected Interest Rates (Daily)—H.15” (or any successor designation or publication) (“**H.15**”) under the caption “U.S. government securities—Treasury constant maturities—Nominal” (or any successor caption or heading) (“**H.15 TCM**”). In determining the Treasury Rate, the Company shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the Par Call Date (the “**Remaining Life**”); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

If on the third Business Day preceding the Redemption Date H.15 TCM or any successor designation or publication is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second Business Day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The actions and determinations of the Company in determining the Redemption Price shall be conclusive and binding for all purposes, absent manifest error.



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(b) The redemption provisions of Article XII of the Base Indenture shall apply to the Senior Notes; provided, however, that notwithstanding anything in the Base Indenture to the contrary, notice of any redemption will be mailed or electronically delivered (or otherwise transmitted in accordance with the Depository's procedures) at least 10 days but not more than 60 days before the Redemption Date to each Holder of the Senior Notes to be redeemed. Any notice of redemption shall include a brief summary of the manner of calculation of the Redemption Price but need not include the Redemption Price itself; provided however, that a supplemental notice will be mailed or electronically delivered (or otherwise transmitted in accordance with the Depository's procedures) at least two Business Days prior to the Redemption Date including the Redemption Price.

(c) Any redemption notice may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of a corporate transaction that is pending (such as an equity or equity-linked offering, an incurrence of indebtedness or an acquisition or other strategic transaction involving a change of control in the Company or another entity). If such redemption is so subject to satisfaction of one or more conditions precedent, such notice shall describe each such condition, and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied or otherwise waived by the Company (in the Company's sole discretion) on or prior to the Business Day immediately preceding the relevant Redemption Date. The Company shall notify Holders of any such rescission as soon as practicable after the Company determines that such conditions precedent will not be able to be satisfied or the Company is not able or willing to waive such conditions precedent, in each case subject to the policies and procedures of the Depository (or any successor Depository). In any event, the Company shall provide written notice to the Trustee prior to the close of business on the Business Day prior to the relevant Redemption Date if any such redemption has been rescinded or delayed, and upon receipt of such notice, the Trustee shall provide such notice to each Holder in the same manner in which the notice of redemption was given. Once notice of redemption is mailed or sent, subject to the satisfaction of any conditions precedent provided in the notice of redemption, the Senior Notes called for redemption will become due and payable on the Redemption Date and at the applicable Redemption Price.

#### *7. No Sinking Fund.*

The Senior Notes will not be subject to a sinking fund provision.

#### *8. Defaults and Remedies.*

The Indenture provides that an Event of Default with respect to the Senior Notes occurs upon the occurrence of specified events. If an Event of Default shall occur and be continuing, the principal of all of the Senior Notes may become or be declared due and payable, in the manner, with the effect provided in the Indenture.

#### *9. Amendment; Supplement; Waiver.*

The Indenture provides for amendments, supplements and waivers with respect to the Indenture as set forth in Article X of the Base Indenture, as amended by Section 2.18 of the Eighth Supplemental Indenture.

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*10. Restrictive Covenants.*

The Indenture imposes certain limitations on the ability of the Company and its Subsidiaries to, among other things, create certain liens, issue or dispose of stock of Restricted Subsidiaries and consummate certain mergers and consolidations or sales of all or substantially all of its assets. The limitations are subject to a number of important qualifications and exceptions.

*11. Denomination; Transfer; Exchange.*

The Senior Notes of this series are issuable only in registered form without coupons in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. As provided in the Indenture and subject to certain limitations herein and therein set forth, Senior Notes of this series so issued are exchangeable for a like aggregate principal amount at maturity of Senior Notes of this series of a different authorized denomination, as requested by the Holder surrendering the same.

As provided in the Indenture and subject to certain limitations therein set forth, this Senior Note is transferable by the registered Holder hereof on the Security Register of the Company, upon surrender of this Senior Note for registration of transfer at the office or agency of the Trustee in the City and State of New York accompanied by a written instrument or instruments of transfer in form satisfactory to the Company or the Trustee duly executed by the registered Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Senior Notes of authorized denominations and for the same aggregate principal amount at maturity will be issued to the designated transferee or transferees. No service charge will be made for any such transfer, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in relation thereto.

*12. Persons Deemed Owners.*

The registered Holder of this Senior Note shall be treated as its owner for all purposes.

*13. Defeasance.*

Subject to certain conditions contained in the Indenture, at any time some or all of the Company's obligations under the Senior Notes and the Indenture may be discharged if the Company deposits with the Trustee money and/or U.S. Government Obligations sufficient to pay the principal of and interest on the Senior Notes to Stated Maturity.

*14. No Recourse Against Others.*

No recourse shall be had for the payment of the principal of or the interest on this Senior Note, or any part hereof or of the indebtedness represented hereby, or upon any obligation, covenant or agreement of the Indenture, against any incorporator, shareholder, officer or director, as such, past, present or future, of the Company (or any incorporator, shareholder, officer or director of any predecessor or successor corporation), either directly or through the Company (or of any predecessor or successor corporation), whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability

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being, by the acceptance hereof and as part of the consideration for the issuance hereof, expressly waived and released; provided, however, that nothing herein shall be taken to prevent recourse to and the enforcement of the liability, if any, of any shareholder or subscriber to capital stock upon or in respect of the shares of capital stock not fully paid.

*15. CUSIP Numbers.*

The Company may cause CUSIP numbers to be printed on the Senior Notes as a convenience to Holders. No representation is made as to the accuracy of such numbers, and reliance may be placed only on the other identification numbers printed hereon.

*16. Authentication.*

This Senior Note shall not be valid until the Trustee (or authenticating agent) executes the certificate of authentication on the other side of this Senior Note.

*17. Governing Law.*

The Indenture and this Senior Note shall be governed by, and construed in accordance with, the laws of the State of New York.



**BASS BERRY + SIMS** LLC

150 Third Avenue South, Suite 2800  
Nashville, TN 37201  
(615) 742-6200

June 8, 2023

Reinsurance Group of America, Incorporated  
16600 Swingley Ridge Road  
Chesterfield, Missouri 63017

Re: Offering of 6.000% Senior Notes due 2033

Ladies and Gentlemen:

We have acted as counsel to Reinsurance Group of America, Incorporated, a Missouri corporation (the “**Company**”), in connection with the Company’s offering of \$400,000,000 aggregate principal amount of 6.000% Senior Notes due 2033 (the “**Notes**”), pursuant to the Company’s automatic shelf Registration Statement on Form S-3 (File Nos. 333-270548, 333-270548-01 and 333-270548-02) (the “**Registration Statement**”) filed by the Company, RGA Capital Trust III, a Delaware statutory trust, and RGA Capital Trust IV, a Delaware statutory trust, with the Securities and Exchange Commission (the “**Commission**”) under the Securities Act of 1933, as amended (the “**Securities Act**”) on March 15, 2023, including a base prospectus dated March 15, 2023, as supplemented by a preliminary prospectus supplement dated June 5, 2023, and a final prospectus supplement dated June 5, 2023 (collectively, the “**Prospectus**”).

The Notes are to be issued pursuant to the Underwriting Agreement dated June 5, 2023 (the “**Underwriting Agreement**”), by and among the Company and J.P. Morgan Securities LLC, BofA Securities, Inc. and U.S. Bancorp Investments, Inc., as the representatives of the several underwriters named therein, and an Indenture, dated as of August 21, 2012 (the “**Original Indenture**”), as supplemented by the Eighth Supplemental Indenture, dated as of June 8, 2023 (the “**Supplemental Indenture**” and, together with the Original Indenture, as so supplemented, the “**Indenture**”), in each case between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”).

In connection with this opinion, we have examined and relied upon such records, documents, certificates and other instruments as in our judgment are necessary or appropriate to form the basis for the opinions hereinafter set forth. In our examination of the foregoing, we have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies or by facsimile or other means of electronic transmission. As to facts material to the opinion expressed herein, we have relied upon statements and representations of officers and other representatives of the Company, public officials and others.

In connection herewith, we have assumed that all of the documents referred to in this opinion letter have been duly authorized by, have been duly executed and delivered by, and (other than with respect to the Company) constitute the valid, binding and enforceable obligations of, all of the parties to such documents. In addition, in connection herewith, we have assumed that all of the signatories to such documents have been duly authorized, are duly organized, validly existing and in good standing, and have the power and authority (corporate or other) to execute, deliver and perform such documents. Moreover, in connection herewith, we have assumed that the Trustee is in compliance, generally and with respect to acting as Trustee under the Indenture, with all applicable legal requirements. In connection herewith, we have also assumed that the execution and delivery by the Company of the Indenture and the Notes and the performance by the

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Company of its obligations thereunder (i) do not and will not violate, conflict with or constitute a default under any agreement or instrument to which the Company or its properties is subject, (ii) do not and will not contravene any order or decree of any governmental authority to which the Company or its properties is subject, and (iii) do not and will not require the consent, approval, licensing or authorization of, or filing, record or registration with, any governmental authority under any legal requirement.

Our opinion set forth herein is limited to the laws of the State of New York that, in our experience, are applicable to the Notes (the “**Covered Law**”). We do not express any opinion with respect to the law of any jurisdiction other than the Covered Law or as to the effect of any non-covered law on the opinion herein stated, or as to the securities or “blue sky” laws of any jurisdiction. The opinion expressed in this opinion letter is strictly limited to the matters stated in this opinion letter and no other opinions are to be implied.

Based upon and subject to the foregoing and the limitations, qualifications, exceptions and assumptions set forth herein, we are of the opinion that, when duly authenticated by the Trustee and issued and delivered against payment therefor in accordance with the terms of the Underwriting Agreement and the Indenture, the Notes will constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with the terms thereof.

In addition to the qualifications, limitations and exceptions set forth above, the opinions set forth herein are further limited by, subject to and based upon the following qualifications, limitations and exceptions:

(a) Our opinions contained herein are limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium or similar laws affecting or relating to the rights and remedies of creditors generally including, without limitation, laws relating to fraudulent transfers or conveyances, preferences and equitable subordination, (ii) general principles of equity, regardless of whether considered in a proceeding in equity or at law (including the possible unavailability of specific performance or injunctive relief), and the discretion of the court before which any proceeding therefor may be brought, and (iii) an implied covenant of good faith and fair dealing.

(b) Our opinions are further limited and qualified by the effect of: (i) standards relating to fiduciary duties or fairness; (ii) the enforceability of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence and reasonableness; (iii) limitations on the availability of a remedy under certain circumstances where another remedy has been elected; (iv) limitations on the enforceability of provisions releasing, exculpating, or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct; (v) the enforceability, where less than all of the contract may be unenforceable, of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; and (vi) judicial discretion regarding the determination of damages and entitlement to attorneys’ fees.

(c) We express no opinion or belief as to:

(i) the enforceability of any provision in the Indenture or the Notes purporting or attempting to (A) confer exclusive jurisdiction and/or venue upon certain courts or otherwise waive the defenses of forum non conveniens or improper venue, (B) confer subject matter jurisdiction on a court not having independent grounds therefor, (C) modify or waive the requirements for effective service of process for any action that may be brought, (D) waive the right of the Company or any other person to a trial by jury, (E) provide that remedies are cumulative or that decisions by a party are conclusive, (F)

modify or waive the rights to notice, legal defenses, statutes of limitations and statutes of repose (including the tolling of the same) or other benefits that cannot be waived under applicable law, (G) waive the right to any stay or extension law, or (H) provide for or grant a power of attorney;

(ii) the enforceability of (A) any rights to indemnification or contribution provided for in the Indenture or the Notes which are violative of public policy underlying any law, rule or regulation (including any federal or state securities law, rule or regulation) or the legality of such rights, (B) any rights to set-off or net payment obligations, (C) any provisions purporting to provide to any party the right to receive costs and expenses beyond those reasonably incurred by it, or (D) provisions in the Indenture or the Notes whose terms are left open for later resolution by the parties;

(iii) the validity, binding effect or enforceability of any provisions relating to attorneys' or trustees' fees; and

(iv) whether an acceleration of the Notes may affect the collectability of that portion of the stated principal amount thereof in excess of the public offering price to the extent that such portion was determined to constitute unearned interest thereon.

(d) We do not express any opinion with respect to any legal requirement that is applicable to any party or its affiliates solely because such law, rule or regulation is part of a regulatory regime applicable to any such party or such affiliates as a result of the specific assets or business operations of such party or such affiliates.

(e) To the extent our opinion set forth below relates to the enforceability of the choice of New York law and choice of New York forum provisions of the Indenture and the Notes, our opinion is rendered in reliance upon N.Y. Gen. Oblig. Law §§5-1401, 5-1402 and N.Y. C.P.L.R. 327(b) and is subject to the qualification that such enforceability may be limited by public policy considerations of any jurisdiction, other than the courts of the State of New York, in which enforcement of such provisions, or of a judgment upon an agreement containing such provisions, is sought.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement through a Current Report on Form 8-K. We also hereby consent to the reference to our firm under the caption "Legal Matters" in the Registration Statement and the Prospectus. In giving this consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder. This opinion is expressed as of the date hereof unless otherwise expressly stated, and we disclaim any undertaking to advise you of any subsequent changes in the facts stated or assumed herein or of any subsequent changes in applicable law.

Very truly yours,

/s/ Bass, Berry & Sims PLC

Reinsurance Group of America, Incorporated®

Clifford R. Jenks

Senior Vice President, Corporate and Securities Counsel and Assistant Secretary



June 8, 2023

Reinsurance Group of America, Incorporated  
16600 Swingley Ridge Road  
Chesterfield, Missouri 63017

Ladies and Gentlemen:

I am Senior Vice President, Corporate and Securities Counsel and Assistant Secretary for Reinsurance Group of America, Incorporated, a Missouri corporation (the "**Company**"). I am furnishing this letter in connection with the issuance by the Company of \$400,000,000 aggregate principal amount of the Company's 6.000% Senior Notes due 2033 (the "**Securities**") to be issued pursuant to the Indenture, dated as of August 21, 2012 (the "**Original Indenture**"), as supplemented by the Eighth Supplemental Indenture, dated as of June 8, 2023 (the "**Supplemental Indenture**" and, together with the Original Indenture, as so supplemented, the "**Indenture**"), in each case, between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee (the "**Trustee**").

The Securities are being issued and sold pursuant to the Company's automatic shelf Registration Statement on Form S-3 (File Nos. 333-270548, 333-270548-01 and 333-270548-02) (the "**Registration Statement**") filed by the Company, RGA Capital Trust III, a Delaware statutory trust, and RGA Capital Trust IV, a Delaware statutory trust, with the Securities and Exchange Commission (the "**Commission**") under the Securities Act of 1933, as amended (the "**Securities Act**"), on March 15, 2023, including a base prospectus, dated March 15, 2023, as supplemented by a preliminary prospectus supplement dated June 5, 2023, and a final prospectus supplement dated June 5, 2023 (collectively, the "**Prospectus**"), which the Company filed with the Commission pursuant to Rule 424(b) under the Securities Act.

As such counsel, I have reviewed and am familiar with the Registration Statement and with the form of Prospectus. I have also reviewed the Underwriting Agreement, dated June 5, 2023 (the "**Underwriting Agreement**"), by and among the Company and J.P. Morgan Securities LLC, BofA Securities, Inc. and U.S. Bancorp Investments, Inc., as representatives of the several underwriters named in Schedule I therein (collectively, the "**Underwriters**"), relating to the sale by the Company to the Underwriters of the Securities.

I have also reviewed the Amended and Restated Articles of Incorporation of the Company and the Amended and Restated Bylaws of the Company. I am familiar with the corporate proceedings taken by the Company to authorize the issuance and sale of the Securities by the Company to the Underwriters pursuant to the Underwriting Agreement.

In connection herewith, I have examined and relied without independent investigation as to matters of fact upon such certificates of public officials, such statements and certificates of officers of the Company, the representations and warranties set forth in the Underwriting Agreement, and such other corporate records, documents, certificates and instruments as I have deemed necessary or appropriate in order to enable me to render the opinions expressed herein. I have assumed the genuineness of all signatures on all documents examined by me, the legal competence and capacity of each person executing documents, the authenticity of all documents submitted to me as originals, the conformity to authentic originals of all



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documents submitted to me as certified or photostatted copies, or drafts of documents to be executed, and the due authorization, execution and delivery of all agreements (other than the due authorization, execution and delivery of the Indenture and the Securities on behalf of the Company). I have assumed that all of the documents referred to in this opinion constitute the valid, binding and enforceable obligations of all of the parties to such documents.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, I am of the opinion that:

1. The Company is validly existing as a corporation in good standing under the laws of the State of Missouri.
2. The Company has all requisite corporate power and authority to execute, deliver and perform its obligations under the Indenture and to issue the Securities.
3. The Securities and the Supplemental Indenture have been duly executed and delivered by the Company, and have been duly authorized by all requisite corporate action on the part of the Company.

This opinion is not rendered with respect to any laws, statutes, rules or regulations other than the laws of the State of Missouri (other than the blue sky or securities laws of such state, as to which I render no opinion) (the "**Covered Law**"). I do not express any opinion with respect to the law of any jurisdiction other than the Covered Law or as to the effect of any non-covered law on the opinion herein stated, or as to the securities or "blue sky" laws of any jurisdiction. The opinion expressed in this opinion letter is strictly limited to the matters stated in this opinion letter and no other opinions are to be implied.

I hereby consent to the filing of this opinion letter as an exhibit to the Company's Current Report on Form 8-K and to the use of my name under the caption "Legal Matters" in the Prospectus. In giving such consent, I do not thereby concede that I am within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Commission thereunder. This opinion is expressed as of the date hereof unless otherwise expressly stated, and I disclaim any undertaking to advise you of any subsequent changes in the facts stated or assumed herein or of any subsequent changes in applicable law.

Very truly yours,

/s/ Clifford R. Jenks, Esq.