

**AFFILIATE GUARANTEE AGREEMENT ('Agreement')**

THIS GUARANTEE is made as of 13<sup>th</sup> June, 2024 by **GULF INSURANCE GROUP K.S.C.P.**, a company incorporated under the laws of Kuwait and having its registered address at KIPCO Tower, Floor:40, Khalid Ibn al Waleed St, Sharq Area B5, Kuwait City, P.O. Box 1040, Safat 13011, Kuwait (the 'Guarantor').

For the benefit of

**GIG EGYPT**, a company incorporated under the laws of Egypt and having its office in Western Tower, Plot number 204 Block H, Second Sector, Northern 90th St., Fifth Settlement - New Cairo. (the 'Company')

WHEREAS, the Guarantor owns majority of the share capital of the Company;

WHEREAS, the Guarantor wishes to guarantee the performance of the obligations and liabilities under the Subject Contracts (as defined below) ("Guarantee") entered into by the Company.

AND WHEREAS, the Guarantee is effective from the date of its execution and supersedes any previous guarantee issued by the Guarantor in favor of the Company.

NOW THEREFORE, in consideration of the mutual terms, conditions and other agreements set forth herein, the Guarantor hereby agrees as follows:

**ARTICLE: 1**

**GUARANTEE**

- A. The Guarantor hereby guarantees the performance by the Company of all of the Company's on-Balance-sheet liabilities, including the policies, contracts, binders and lineslips, and all renewals or extensions of any of the same, in all cases incepting prior to, on or as of any date during the term of this Guarantee, of insurance or reinsurance entered into by the Company as either an insurer, reinsurer or retrocessionaire (collectively, the 'Subject Contracts') in the event of insolvency of the Company, as more fully set out in Article 8 hereof.
- B. Any discharge, waiver, release, undertaking not to sue, settlement or compromise in respect of any liability of the Company, shall, to the same extent, reduce or extinguish the liability of the Guarantor hereunder.

**ARTICLE: 2**

**BENEFITS OF GUARANTEE AND CONTINUANCE IN EFFECT**

- A. This Guarantee is given to the Company to guarantee the performance by the Company of the Subject Contracts in the event of the Company has become insolvent and unable to pay its debts thereunder as set out in Article 8.

- B. The Guarantor does not waive any right it may have of first requiring the Company to exhaust available legal recourse, proceed against or enforce any other rights or security or claim payment or performance from any person before claiming from the Guarantor under this Agreement.

ARTICLE: 3  
CONDITIONS PRECEDENT

This Guarantee and the performance of its obligations shall be subject to the approval of the ordinary general assembly of the Company.

ARTICLE: 4  
FORM OF GUARANTEE

In the event that the Guarantor is required to make any payment pursuant to this Agreement, or incur any other costs, as a result of this Guarantee, such payments shall be in the form of either an interest free subordinated loan to the Company, a participation in capital injection, or otherwise, as agreed in writing by the Guarantor at its sole discretion.

- A. The decision on the form of guarantee (subordinated interest-free loan or a capital injection) would require the approval of the Board of Directors and General Assembly of the Company.
- B. In the case of a Capital injection, an approval should be obtained from all the existing shareholders including any minorities.
- C. In the case of a subordinated interest-free loan, the Company will indemnify the Guarantor for the full amount of the payment made by it, together with any legal fees, expenses, and other costs incidental to the enforcement of such liability against the Guarantor. The terms and conditions of repayment of the loan are to be mutually agreed between the Guarantor and the Company. Until such payments are reimbursed, the Guarantor shall be subrogated to the rights of beneficiaries to whom it makes payment.

ARTICLE: 5  
TERM

- A. Without prejudice to Articles 1 and 6, this Guarantee shall remain in force for 3 years from the date of execution of this Agreement, with automatic renewal for 3 years thereafter. As such, this Guarantee issued by the Guarantor shall automatically terminate without requiring any further action or taking any procedures by the Company or the Guarantor on **13<sup>th</sup> June 2027**, and thereafter may be replaced with a new Guarantee contract with the same terms and conditions, at the discretion of the Guarantor.



- B. Notwithstanding the termination of this Guarantee pursuant to the provisions of Article 6, any such termination will in no way affect the validity or enforceability of this Guarantee with respect to the Subject Contracts incepted or renewed prior to the effective date of such termination.

ARTICLE: 6

AMENDMENTS AND TERMINATION

- A. This Agreement shall constitute the entire agreement between the parties hereto with respect to all of the matters herein and shall not be amended except upon a 365-day written notice served by the Guarantor on the Company and by a memorandum in writing signed by the Guarantor.
- B. The Guarantor shall have the right to terminate this Agreement for convenience (without cause) at any time by providing a 365-day written notice to the Company, provided that the Guarantor shall not be liable in respect of any Guarantee Obligations as of the date of such termination.
- C. If the liability to pay claims guaranteed by the Guarantor hereunder is subsequently assumed by any other insurer or reinsurer, other than an insurer or reinsurer affiliated with the Company, this Agreement shall cease to apply to such liabilities.
- D. This Guarantee shall terminate
- if the Company is sold to, or integrated into, or becomes a part of an unrelated group or entity;
  - if the Company is at any point in time not controlled by the Guarantor;
  - if any restructuring takes place on the level of the Company or the Guarantor, resulting in their current majority shareholders not to own the majority of the share capital. For the avoidance of doubt, transfer of shares between existing shareholders or their affiliates shall not trigger this event set out in this Article;
  - in the event of any sale or divestment by the Guarantor of majority shareholding in the Company where of its own share or out of the share controlled through a subsidiary;

ARTICLE: 7

OBLIGATIONS HEREUNDER

- A. Except as provided herein, the obligations of the Guarantor hereunder are conditional and may be revoked by the Guarantor for any reason whatsoever in accordance with the terms and conditions set out herein. Nothing in this Guarantee shall be construed to prevent the extinguishment of this Guarantee, as regards any Subject Contract, at such time as such Subject Contract has been fully satisfied either in accordance with the terms thereof or as mutually agreed upon by the parties thereto.
- B. Without prejudice to Articles 1 and 6, the Guarantor's obligations under Article 7 shall remain in full force and effect until all obligations of and sums owing by the Company to the beneficiaries have been paid or satisfied in full.

ARTICLE: 8  
ENFORCEABILITY

- A. This Guarantee may not be directly enforced by any claimant or policyholder of any insured or reinsured of the Company, that is an insured or reinsured under any of the Subject Contracts, or a creditor to whom moneys are owed by the Company, provided however, that with respect to any particular Subject Contract, this Guarantee may be enforced in accordance with the terms and condition set out herein only after showing that the Company has been declared insolvent and has become unable to pay its debts under such Subject Contract within the time therein agreed upon, and further provided, that the Guarantor shall not be required to make duplicate insurance or reinsurance payments as a result of this Guarantee.
- B. The Guarantor's obligations under this Guarantee, and the enforceability of this Guarantee by any insured or reinsured under the Subject Contracts, are subject to the same defenses, counterclaims and any and all procedural and substantive contractual or non-contractual rights which the Company may have against the beneficiary under the applicable law, or to which the party seeking enforcement or for whose benefit the enforcement is being sought, is obligated, regarding the underlying amounts in dispute or the subject contracts at issue.

ARTICLE: 9  
EFFECT OF PAYMENTS HEREUNDER

Upon the making of any payment under this Guarantee with respect to the Subject Contracts, the Guarantor shall succeed to all such rights of the Company as may exist under such Subject Contracts, to the same extent as if the Company had directly made such payment, without need for taking any further action which would not be required of the Company in the same circumstances.

ARTICLE: 10  
LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained herein, the liability of the Guarantor under this Guarantee shall in all cases be entirely derivative of such liability assumed by the Company under the Subject Contracts and shall in no case be greater than such liability set out in the Company's balance sheet.

ARTICLE: 11  
GOVERNING LAW

The provisions of this Guarantee shall be subject to the laws of the Egyptian Arab Republic and Egyptian Courts will have exclusive jurisdiction to solve any dispute between the parties based on this Agreement.



ARTICLE: 12

GENERAL

- No waiver of and no consent to any departure from, any provisions of this Guarantee and by the Guarantor shall be effective unless it is in writing and consented to by the Guarantor, and then such a waiver or consent shall be effective only in specific instance and for the specific purpose for which given.
- Any reasonable failure to exercise or delay in exercising a right or remedy provided by this Agreement does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement prevents further exercise of the right or remedy or the exercise of another right or remedy.
- The form of guarantee as per Article 3 shall be paid by the Guarantor in the local currency (Egyptian Pound).
- A copy of the Guarantee may be provided by the Company to the credit rating agencies for enhancing the credit rating of the Company
- The Guarantor shall have the right to disclose this Agreement or its content to any third party or regulatory body pursuant to the applicable laws and regulations.

ARTICLE: 13

EXECUTION AND DELIVERY

This Guarantee may be executed and delivered by the parties or other electronic transmission, which shall be deemed to be an original.

IN WITNESS WHEREOF the parties hereto have hereunder affixed their corporate seals under the hands of their duly authorized officers.

and WHEREOF, the Guarantor has executed, delivered and entered into this Guarantee as of the date first above written.

On behalf of Gulf Insurance Group K.S.C.P.

  
Khaled Saoud Abdul Aziz Al Hasan  
Group CEO, Gulf Insurance Group (GIG)  
  
مجموعة الخليج للتأمين  
GULF INSURANCE GROUP

On behalf of GIG Egypt

  
Alaa El-Zoheiry  
Managing Director, GIG Egypt  
  
مجموعة الخليج للتأمين - مصر  
GIG EGYPT  
EGYPT  
Invest in You.