

Dated: February 7, 2023

QATAR INSURANCE COMPANY Q.S.P.C.

DEED OF GUARANTEE

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THIS DEED OF GUARANTEE is given on February 7, 2023 by **QATAR INSURANCE COMPANY Q.S.P.C.** of P.O. Box 666, Doha, Qatar, a company organised in accordance with the laws of Qatar (the “**Guarantor**”) for the benefit of the Beneficiaries (as defined herein).

WHEREAS:

- (A) The Guarantor has agreed to guarantee the Guaranteed Obligations (as defined herein) of Antares Reinsurance Company Limited (previously, Qatar Reinsurance Company Limited), an exempted company existing under the laws of Bermuda (Registration No. 50896), authorised by the Bermuda Monetary Authority and having its registered office situated at 71 Pitts Bay Road, Pembroke HM08, Bermuda (the “**Company**”).
- (B) The Company is a subsidiary of the Guarantor.
- (C) This Guarantee is intended to supersede and replace, with effect from (and including) the date hereof, all previous guarantees issued by the Guarantor in respect of moneys, liabilities or obligations owed or incurred by the Company.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. Definitions and Interpretation

- 1.1 In this Guarantee, the following words shall, unless the context otherwise requires, have the following meanings:
 - (a) “**Beneficiaries**” means all Policyholders and all other persons to whom the Company owes any money, liability or obligation that is, or that arises under or in connection with, a Guaranteed Obligation;
 - (b) “**Excluded Obligations**” means all present and future subordinated liabilities and subordinated obligations of the Company and any moneys due, owing or incurred by the Company in respect of any subordinated liabilities or subordinated obligations;
 - (c) “**Guarantee**” means this Guarantee, which shall take effect as a deed poll, and shall be construed as including each separate and independent stipulation or agreement herein conferred;
 - (d) “**Guaranteed Obligations**” means all present and future moneys, liabilities and obligations which may be due, owing or incurred by the Company anywhere and in any manner whatsoever, other than Excluded Obligations; and
 - (e) “**Policyholders**” means all persons holding a valid insurance policy issued by the Company.
- 1.2 Any reference in this Guarantee to:
 - (a) a clause or sub-clause shall (except where the context otherwise requires) be construed as a reference to the relevant clause or sub-clause in and forming a part of this Guarantee;
 - (b) the singular shall include the plural and *vice versa*, words expressed in the masculine, the feminine or the neuter shall include each such gender, and references to persons shall include natural and legal persons; and

(c) any statutory provision shall at any time be deemed to mean such statutory provision in force from time to time, including as modified, consolidated or re-enacted for the time being and shall include any analogous provision or rule under any applicable law.

(b) The headings in this Guarantee are for convenience only and shall not affect its interpretation.

2. Guarantee

2.1 The Guarantor as primary obligor unconditionally and irrevocably:

- (a) guarantees to the Beneficiaries from time to time, by way of continuing guarantee, the due and punctual payment of all amounts payable by the Company on or in respect of the Guaranteed Obligations (including, without limitation, any principal, interest, premium and any other amounts) as and when the same shall become due; and
- (b) agrees that, if and each time that the Company fails to make any payment under or in respect of any Guaranteed Obligation as and when the same shall become due, the Guarantor will on demand (without requiring the relevant Beneficiary first to take steps against the Company or any other person) pay to or to the order of the relevant Beneficiary the amounts payable by the Company (in the currency in which the amounts are so payable by the Company) under the applicable Guaranteed Obligation, as if the Guarantor instead of the Company were expressed to be the primary obligor thereunder and not merely as surety (but without affecting the nature of the Company's obligations) to the intent that each relevant Beneficiary shall receive the same amounts as would have been receivable had such payments been made by the Company.

2.2 If any sum which, although expressed to be payable by the Company under the Guaranteed Obligations, is for any reason (whether or not now existing and whether or not now known or becoming known to the Company, the Guarantor or any relevant Beneficiary) not recoverable from the Guarantor on the basis of a guarantee then:

- (a) it will nevertheless be recoverable from the Guarantor as if it were the sole principal debtor and will be paid by it to the relevant Beneficiary on demand; and
- (b) as a separate and additional liability under this Guarantee the Guarantor agrees, as a primary obligation, to indemnify each relevant Beneficiary in respect of such sum by way of a full indemnity in the manner and currency as is provided for in the relevant Guaranteed Obligation.

2.3 If any payment received by any relevant Beneficiary pursuant to the provisions of any Guaranteed Obligation shall (whether on the subsequent bankruptcy, insolvency or corporate reorganisation of the Company or, without limitation, on any other event) be avoided or set aside for any reason, such payment shall not be considered as discharging or diminishing the liability of the Guarantor and this Guarantee shall continue to apply as if such payment had at all times remained owing by the Company and the Guarantor shall indemnify the relevant Beneficiaries in respect thereof, *provided that* the obligations of the Company and/or the Guarantor under this clause 2.3 shall, as regards each payment made to any relevant Beneficiary which is avoided or set aside, be contingent upon such payment being reimbursed to the Company or the Guarantor or other persons entitled through the Company or the Guarantor.

2.4 The obligations of the Guarantor under this Guarantee shall not be affected by any matter or thing which, but for this provision, might operate to affect the obligations including, without limitation:

- (a) any time, indulgence, waiver, authorisation, consent or concession granted to or composition

With the Company or any other person;

- (b) the taking, variation, renewal or release of remedies or securities against the Company or any other person;
- (c) any unenforceability, invalidity or irregularity (against the Company or otherwise);
- (d) any defence or counter-claim whatsoever available to the Company in relation to any Guaranteed Obligations, whether or not any action has been taken to enforce the same or any judgment obtained against the Company;
- (e) any modification to the provisions of any Guaranteed Obligation;
- (f) whether or not the Company has been dissolved, liquidated, merged, consolidated, bankrupted or has changed its status, functions, control or ownership;
- (g) whether or not the Company has been prevented from making payment by foreign exchange provisions applicable at its place of registration or incorporation; or
- (h) whether or not any other circumstances have occurred which might otherwise constitute a legal or equitable discharge of or defence to a guarantor.

Accordingly the validity of this Guarantee shall not be affected by reason of any invalidity, irregularity, illegality or unenforceability of all or any of the obligations of the Company under or in respect of any Guaranteed Obligation and this Guarantee shall not be discharged nor shall the liability of the Guarantor be affected by any act, thing or omission or means whatever whereby its liability would not have been discharged if it had been the principal debtor.

2.5 The Guarantor covenants that this Guarantee shall be a continuing guarantee, shall extend to the ultimate balance of all sums payable and obligations owed by the Company under or in respect of Guaranteed Obligations, shall not be discharged except by complete performance of the obligations hereunder and under the Guaranteed Obligations and is additional to, and not instead of, any security or other guarantee or indemnity at any time existing in favour of any Beneficiary or any other person, whether from the Guarantor or otherwise.

2.6 Where any discharge (whether in respect of the obligations of the Company or any security for the obligations of the Company or otherwise) is made in whole or in part in respect of any Guaranteed Obligation or any arrangement is made in respect of any Guaranteed Obligation on the faith of any payment, security or other disposition which is avoided or must be repaid on bankruptcy, liquidation or otherwise without limitation, the liability of the Guarantor under this Guarantee shall continue as if there had been no discharge or arrangement. Each Beneficiary, acting in good faith, shall be entitled to concede or compromise any claim that any payment, security or other disposition is liable to avoidance or repayment.

2.7 The Guarantor waives:

- (a) any requirement for diligence, presentment, demand of payment and filing of claims with a court in the event of dissolution, liquidation, merger or bankruptcy of the Company;
- (b) any requirement that the Company protect, secure, perfect, or insure any security interest or lien or any property subject thereto; and
- (c) any right to require proceedings to be taken first against the Company for the enforcement of the obligations of the Company under any agreement or instrument related to the Guaranteed Obligation.

2.8 The Guarantor represents and warrants that:

- (a) the obligations of the Guarantor under this Guarantee constitute the direct, unconditional, unsubordinated and unsecured obligations of the Guarantor and rank and will rank *pari passu* with all other outstanding unsecured and unsubordinated obligations of the Guarantor, present and future (save for obligations mandatorily preferred by law); and
- (b) all necessary consents and authorisations for the giving and implementation of this Guarantee have been obtained.

3. **Effective Date**

- 3.1 This Guarantee shall have effect from (and including) the date of its execution (the “**Effective Date**”).
- 3.2 This Guarantee shall, with effect from (and including) the Effective Date, supersede and replace all previous guarantees issued by the Guarantor in respect of any Guaranteed Obligations (including, without limitation, the Parent Company Guarantee dated 18 October 2016 entered into between the Company and the Guarantor). The Guarantor acknowledges and agrees that:

- (a) all liabilities and obligations guaranteed under any such previous guarantee immediately prior to the Effective Date shall continue to be guaranteed under this Guarantee; and
- (b) any and all liabilities and obligations of the Guarantor which have arisen under any such previous guarantee prior to the Effective Date shall remain or become liabilities and obligations of the Guarantor under this Guarantee.

4. **Determination**

- 4.1 The Guarantor may determine the continuing nature of this Guarantee by giving written notice to the Company, such notice to be published on the website of the Guarantor not later than the date on which it is provided to the Company. Determination will not come into effect until the expiration of 30 days after the later of (a) the date on which such notice is received by the Company and (b) the date on which such notice is published on the website of the Guarantor.
- 4.2 After the expiry of the period of 30 days as provided in clause 4.1 and notwithstanding determination, the liability of the Guarantor will continue in respect of all Guaranteed Obligations:
- (a) which exist (whether or not the same are due) at the expiry of such period or which have been demanded prior to expiry; or
 - (b) which subsequently arise in connection with any Guaranteed Obligation outstanding or any agreement or arrangement existing or transaction entered into prior to expiry; or
 - (c) which arise if any payment made by the Company in respect of any Guaranteed Obligations referred to in clause 4.2(a) or (b) above or otherwise existing prior to expiry is avoided on insolvency (including, without limitation, by way of preference).
- 4.3 If for any reason the obligations of the Guarantor under this Guarantee cease to be a continuing security, the liability of the Guarantor under this Guarantee at the date of such cessation shall remain, regardless of any subsequent increase or reduction in Guaranteed Obligations.



5. Notices and Demands

- 5.1 Any Beneficiary may give notice to the Guarantor, or make any demand under this Guarantee, by giving notice in writing in English to the Guarantor at PO Box 666, Doha, Qatar and marked for the attention of “Head of Group Compliance”, or to such other address and/or addressee as the Guarantor may designate by way of public announcement.
- 5.2 Any such notice shall be served by delivering it personally or sending it by courier or by registered post and shall be deemed to have been duly given:
- (a) if delivered personally, at the time of delivery;
 - (b) if sent by courier, on the date of delivery as evidenced by the records of the courier; and
 - (c) if sent by registered post, on the date of delivery as evidenced by the records of the relevant mail service.

6. General provisions

- 6.1 This Guarantee shall take effect as a deed poll for the benefit of the Beneficiaries from time to time and shall enure for the benefit of the Beneficiaries and shall be deposited with and held by the Company.
- 6.2 If any provision in or obligation under this Guarantee is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair (a) the validity, legality or enforceability under the law of that jurisdiction of any other provision in or obligation under this Guarantee, or (b) the validity, legality or enforceability under the law of any other jurisdiction of that or any other provision in or obligation under this Guarantee.
- 6.3 The Guarantor hereby acknowledges the right of every Beneficiary to the production of, and the right of every Beneficiary to obtain (upon payment of a reasonable charge) a copy of, this Guarantee, and further acknowledges and covenants that the obligations binding upon it contained herein are owed to, and shall be for the account of, each and every Beneficiary, and that each Beneficiary shall be entitled severally to enforce the said obligations against the Guarantor.

7. Governing law and Disputes

- 7.1 This Guarantee and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.
- 7.2 Any dispute, claim, difference or controversy arising out of, relating to or having any connection with this Guarantee (including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with this Guarantee) (a “**Dispute**”) shall be referred to and finally resolved by arbitration under the Arbitration Rules of the London Court of International Arbitration (the “**Rules**”), which Rules (as amended from time to time) are incorporated by reference into this sub-clause 7.2. For these purposes:
- (a) the seat of arbitration shall be London;
 - (b) there shall be three arbitrators, each of whom shall be disinterested in the arbitration, shall have no connection with any party thereto and shall be an attorney experienced in international securities transactions; and
 - (c) the language of the arbitration shall be English.

IN WITNESS whereof this Guarantee has been executed as a deed poll by the Guarantor on February 7, 2023.

Executed as a deed by
QATAR INSURANCE COMPANY Q.S.P.C.

acting by Khalifa Abdulla Turki Al Subaey, Chairman &
M.D.

and by Salem Khalaf Al Mannai, Group CEO

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Director/Authorised Signatory

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Director/Authorised Signatory