

BOARD MEMBER AGREEMENT

This agreement ("Agreement") is made and entered into as of **[Date]**, by and between:

Alliance Insurance PSC

Dubai – Deira, Abu Bakr Al Siddique Road, Warba Center

Dubai, 5501

"Company"

AND

[Board Member's Full Name]

[Address]

[City, State, Zip Code]

"Board Member"

Whereas, the Company desires to engage the services of the Board Member to serve on its Board of Directors, and the Board Member is willing to accept such appointment subject to the terms and conditions set forth herein.

Now, therefore, in consideration of the premises and mutual covenants contained herein, the Company and the Board Member agree as follows:

1. Duties and Responsibilities:

a. The Board Member agrees to diligently and actively participate in board meetings, strategic planning, decision-making processes and overseeing policies are implemented as designed as well as acting in a timely manner to protect the long-term interests of the Company.

b. The Board Member will provide valuable insights and contribute to the overall success and growth of the Company and must exercise independent judgement and objectivity in the decision-making taking into account the interests of the Company, policyholders and stakeholders.

c. The Board Member must act in good faith, honesty and integrity while they are exercising their duties and responsibilities for ensuring effective control over the Company's entire business.

d. The board member must disclose to the Board, in a timely manner, any potential Conflict of Interest or apparent Conflict of Interest.

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e. The board member must exercise Duty of Care, Duty of Confidentiality and Duty of Loyalty to the Company when carrying out his/her activities, which include, but are not limited to, overseeing the development of and approving the Company's business objectives and strategy, and monitoring their implementation as well as playing a lead role in establishing the Company's corporate culture and values.

f. The board member may hold membership in the Board of only one (1) Company in the UAE. A member of the Board may hold memberships in the boards of up to a total of five (5) PJSCs in the UAE including the Company's Board. Board memberships of PJSCs inside the Group are included within this limit.

g. The board member should have sufficient time to fully discharge her/his responsibility

** A more detailed list of duties mentioned in the Board Charter.

2. Fixed Compensation:

i. Fixed Fees for the Service on the Board

In consideration of the services rendered, and as per CBUAE regulations the Company agrees to pay the Board Member a yearly fixed compensation of **AED 300,000** for their service on the Board in the previous financial year.

Commented [AAH1]: Amended from 170k to 300K

A fixed fee will be paid to all Board members at the end of the financial year, once the year end financials have been approved.

A prorated amount may be recommended to the Board member when he / she does not serve the full year.

ii. Pay-out for Additional Work

Subject to the shareholders approvals in the general assembly and on a case-to-case basis, the Board members who contribute additional value to the company and contribute to its success will receive a fixed pay-out component as part of their overall compensation.

iii. Reimbursement of Expenses/Costs

Each Board member shall be reimbursed for costs directly related to fulfilling their duties, based on the roles and responsibilities assigned to them after submitting proof of expenses.

Reimbursement of the cost incurred after every meeting or at the end of the year after chairman approval, on the basis of submission of proof.

Alliance Insurance may incur travel expenses for board member in order to fulfil his/her duties, for the Company including but not limited the following:

- Business class Airfare.
- 5 starts Hotel accommodations
- Meals
- Transportation

3. Committee Members Remuneration:

The Board Committees oversee a number of aspects of a company's operations, including audit, risk, Nomination and remuneration. The members of the Board Committee are compensated with AED 12,500 per meeting and AED 15,000 per meeting for the chair of the committee to be paid after each meeting.

If a member holds more than one committee role, the amount is capped at AED [200,000]

The compensation of the Board should not exceed 10% of company's profit after deducting all reserves, and in case the company did not achieve profit, the compensation of the board will be fixed to AED 200,000.

Commented [AAH2]: Amended from AED 5000 to AED 12,500.

Commented [AAH3]: amended from AED 7,500 to AED 15,000

Commented [AAH4]: added

Commented [AAH5]: deleted

Commented [AAH6]: added

4. Performance-Linked Compensation:

- a. The fixed compensation is not based on the overall performance of the Company.
- b. In the event of negative financial performance net loss reported of the company, as determined by the Board of Directors and general assembly, compensation may be reduced on a discretionary basis.

5. Meeting Attendance:

- a. The Board member is expected to attend all scheduled meetings of the Board unless he or she has a valid reason for not attending.
- b. Compensation may be paid on a prorata basis for the number of months served on the Board for that financial year, except in cases of excused absences.
- c. The meetings are held at Alliance Insurance in Warba Center, Board member can attend the meeting using modern technology such as through Teams and Video calls, and can nominate another board member via written proxy to the meeting chair.

6. Term and Termination:

- a. This Agreement shall commence on [Start Date] and continue for a period of 3 years or until terminated by either party with [Notice Period] written notice.
- b. The Company reserves the right to terminate this Agreement with immediate effect for just cause, including but not limited to breaches of fiduciary duty or unethical behaviour.
- c. The position of the board member shall be vacant in one of the following cases:
 - If he/she dies or encountered a defect of eligibility or becomes otherwise incapable to fulfil his duties as a Board member.
 - If he/she is convicted of any crime against honour.
 - If he/she declares his bankruptcy or ceases to pay his commercial debts even if this is not accompanied by his declaration of bankruptcy.
 - If he/she resigns under written notice to the Company in this regard.

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- If the General Assembly decides to dismiss him/her.
- If the Board member is absent from the meetings of the Board for three consecutive or five intermittent sessions during the term of the Board without an excuse acceptable to the Board.
- If his membership violates the provisions of the Companies Law.

7. Confidentiality:

The Board Member agrees to maintain the confidentiality of all proprietary and sensitive information disclosed during the course of their duties.

8. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the UAE.

In witness whereof, the parties hereto have executed this Agreement as of the date first above written.

This agreement is valid for the duration of the member's tenure on the board and will automatically renew if the member is reappointed to another term.

General Manager on behalf of Alliance Insurance

Rami El Mughrabi

Board Member's Full Name

Board Member's Signature

Date