

**CHARTER OF THE CONFLICTS COMMITTEE
OF THE BOARD OF DIRECTORS OF GLOBAL INDEMNITY GROUP, LLC**

Adopted December 6, 2020

The Conflicts Committee (the “Committee”) is designated as of the date hereof by the Board of Directors (the “Board”) of Global Indemnity Group, LLC, a Delaware limited liability company (the “Company”) pursuant to Section 5.12 of the Second Amended and Restated Limited Liability Company Agreement of the Company, as in effect as of the date hereof (as may be amended, restated and supplemented from time to time, the “LLC Agreement”). Capitalized terms used but not defined herein shall have the meanings set forth in the LLC Agreement.

I. PURPOSE OF THE COMMITTEE

The purposes of the Committee shall be to:

- (a) as and when requested by the Board, investigate, review, evaluate and take action upon any actual or potential conflicts of interest that may exist or arise from time to time in connection with any transaction, activity, arrangement, circumstance or other matter between or among one or more Shareholders and/or Directors, or any of their respective Affiliates, on the one hand, and the Company or any Group Member, on the other hand (each, a “Conflict Matter”);
- (b) carry out and fulfill the duties and responsibilities of the Committee set forth in Section 5.17 of the LLC Agreement in connection with any Conflict Matter, as well as other duties or responsibilities as may be delegated from time to time by the Board to the Committee in connection with any Conflict Matter, or otherwise, pursuant to Section 5.12 of the LLC Agreement;
- (c) establish rules or guidelines with respect to the conduct of the Committee’s deliberations, including with respect to any categories of Conflict Matters that may be deemed approved by the Committee; and
- (d) perform such further functions as may be consistent with this charter of the Committee (this “Charter”) or assigned by applicable law, rule or regulation, the Company’s certificate of formation or the LLC Agreement, in each case, as amended from time to time, or the Board.

II. COMPOSITION OF THE COMMITTEE

Except as may be otherwise permitted by the LLC Agreement, the Committee shall consist solely of such number of Disinterested Directors as shall be determined from time to time

by the Board. The Committee shall initially consist of at least two (2) Disinterested Directors, unless and until otherwise determined by the Board, and such number of alternate members of the Committee as may be determined by the Board from time to time.

Each member of the Committee shall be a Disinterested Director and shall meet any additional requirements that the Board deems appropriate. In each instance where Special Approval of the Committee is requested by the Board with respect to any Conflict Matter, each member of the Committee (or each alternate member of the Committee, as applicable) acting with respect to such Conflict Matter shall be required to qualify as a Disinterested Director with respect to such Conflict Matter, as shall be determined by the Committee's Chairperson (as defined below) (or, if the Chairperson shall not qualify as a Disinterested Director with respect to such Conflict Matter, the other members of the Committee shall appoint a Disinterested Director then serving as a member of the Committee (or as an alternative member) to serve as Chairperson of the Committee for such Conflict Matter).

Members of the Committee (and alternate members of the Committee) shall be selected by the Board from time to time; provided that, for so long as there shall be a Class B Majority Shareholder, such Class B Majority Shareholder shall have the sole right to designate a number of members of the Committee as shall equal the Class B Majority Shareholder Percentage of the total number of Directors comprising the Committee, rounded up to the nearest whole number of Directors (and, if the Board shall designate any alternate members of the Committee, such Class B Majority Shareholder shall have the sole right to designate a number of alternate members of the Committee as shall equal the Class B Majority Shareholder Percentage of the total number of alternate members of the Committee); provided, that each such committee member (and alternate Committee member) designated by the Class B Majority Shareholder shall be an individual then serving as a Designated Director (such members, collectively, the "Designated Members").

The chairperson of the Committee (the "Chairperson") shall be designated by the Board from time to time, provided that, if the Board does not so designate a Chairperson, the members of the Committee, by a majority vote, may designate a Chairperson. The Chairperson shall oversee all meetings and deliberations of the Committee and shall have such other power and duties as set forth herein, in the LLC Agreement or in resolutions of the Board.

Any vacancy on the Committee shall be filled by majority vote of the Board; provided that, any vacancy on the Board resulting from the resignation, death or removal of a Designated Member in accordance with the LLC Agreement shall be filled only by the Class B Majority Shareholder (who shall designate a Disinterested Director meeting the foregoing requirements to fill such vacancy). No member of the Committee shall be removed from the Committee except by majority vote of the Board; provided that, no Designated Member may be removed except by the Class B Majority Shareholder.

III. MEETINGS AND PROCEDURES OF THE COMMITTEE

The Committee shall meet as often as it determines necessary to carry out its duties and responsibilities. The Committee may hold any number of formal or informal meetings or consultations with any officer or employee of the Company as may be determined from time to time by the Committee or its Chairperson. The Committee, in its discretion, may ask members of

management or others to attend its meetings (or portions thereof) and to provide pertinent information as necessary, provided, that the Director or Shareholder (or their respective Affiliates) who is a party to the transaction or other matter that is the subject of such Special Approval may not be present during any portion of a Committee meeting in which deliberations with respect to, or any vote regarding, such Special Approval matter occurs.

Except as may be otherwise required by applicable Law or any rule, regulation or requirement of the Nasdaq Stock Market LLC (or any other National Securities Exchange on which the Shares are listed for trading), at any meeting of the Committee, the presence of a majority of the members of the Committee (or alternate members, as applicable) shall constitute a quorum. If the Chairman of the Board shall be a Committee member, and shall qualify as a Disinterested Director with respect to any Conflict Matter, then the Chairman of the Board must be part of the majority to constitute a quorum (the "Participation Requirement"). The Chairman of the Board may waive, in writing, the Participation Requirement.

Each member of the Committee shall be entitled to one vote on all matters to be acted on by the Committee. Approval of any matter by the Committee shall require the affirmative vote of a majority of the Disinterested Directors who are members (or alternate members) of the Committee and present at such meeting in person or by means of a conference telephone or other electronic communication by means of which all persons participating in the meeting can hear each other.

The Committee may form subcommittees (including ad hoc committees) for any purpose that the Committee deems appropriate and may delegate to such subcommittees such power and authority as the Committee deems appropriate; provided, however, that the Committee shall not delegate to a subcommittee any power or authority required by any Law, regulation or listing standard to be exercised by the Committee as a whole.

Following each of its meetings, the Committee shall, as appropriate, deliver a report on the meeting to the Board, including a description of all matters approved by the Committee at the meeting. The Committee shall keep minutes of its meetings, which minutes shall be maintained with the books and records of the Company.

The Committee shall fix its own rules of procedure, which shall be consistent with applicable Law and rules and regulations, the LLC Agreement and this Charter, in each case, as amended from time to time.

IV. AUTHORITY AND RESPONSIBILITIES OF THE COMMITTEE

The Committee is delegated all authority of the Board as may be necessary, appropriate or advisable to fulfill the purposes of the Committee, as set forth in this Charter, as may be amended from time to time. While the Committee members have the duties and responsibilities set forth in this Charter, nothing contained in this Charter is intended to create, or should be construed as creating, any responsibility or liability of the Committee members, except to the extent otherwise provided under applicable Law.

Without limiting the generality of the Committee's purposes or the scope of its authority, the Committee shall have the following duties and responsibilities:

- (a) If requested by the Board, the Committee shall review, evaluate and approve any Conflict Matter, in accordance with Section 5.17 of the LLC Agreement. The Committee shall report the results of its consideration of any such Conflict Matter to the Board.
- (b) Approval by the Committee of any Conflict Matter shall constitute Special Approval of such matter and no other action of the Board shall be required to approve such matter.
- (c) The Committee shall review and reassess the adequacy of this Charter from time to time and recommend any proposed changes to the Board for approval.
- (d) The Committee shall review its own performance from time to time, as set forth in Section V below.
- (e) The Committee shall perform such other functions as assigned by Law or the LLC Agreement.

V. EVALUATION OF THE COMMITTEE

The Committee shall periodically evaluate its performance. In conducting this review, the Committee shall evaluate whether this Charter appropriately addresses the matters that are or should be within its scope and shall recommend such changes as it deems necessary or appropriate. The Committee shall review all matters that the Committee considers relevant to its performance, including at least the following: the adequacy, appropriateness and quality of the information and recommendations presented by the Committee to the Board, the manner in which they were discussed or debated, and whether the number and length of meetings of the Committee were adequate for the Committee to complete its work in a thorough and thoughtful manner.

The Committee shall deliver to the Board a report, which may be oral, setting forth the results of its evaluation, including any recommended amendments to this Charter and any recommended changes to the Company's or the Board's policies or procedures.

VI. INVESTIGATIONS AND STUDIES; OUTSIDE ADVISORS

The Committee may conduct or authorize investigations into or studies of Conflict Matters or any other matters within the Committee's scope of responsibilities, and shall have the power and authority, in its sole discretion, to retain or obtain the advice of any financial advisors, consultants, legal counsels or other advisors, agents or representatives ("Committee Representatives"). The Committee shall be directly responsible for the appointment, engagement terms and oversight of the work of any Committee Representative retained by the Committee, the expense of which shall be borne solely by the Company, and the Committee shall have reasonable access to employees, consultants and agents of the Company and access to the books

and records of the Company necessary to perform the duties of the Committee. The Committee shall take into consideration the following matters in selecting any such Committee Representative:

- (a) Any conflicts of interest (including the provision of services to the Company or any Shareholder or Director that is a party to any Conflict Matter) of the Committee Representative;
- (b) The amount of fees received from the Company or any Shareholder or Director that is a party to any Conflict Matter by such Committee Representative, as a percentage of the total revenue of the Committee Representative;
- (c) The policies and procedures of the Committee Representative that are designed to prevent conflicts of interest;
- (d) Any business or personal relationship of the Committee Representative with a member of the Committee or any Shareholder or Director that is a party to any Conflict Matter;
- (e) Any Shares of the Company owned by the Committee Representative; and
- (f) Any business or personal relationship of the Committee Representative with an executive officer of the Company.

The Committee shall conduct the foregoing independence assessment with respect to any Committee Representative that provides advice to the Committee, other than in-house legal counsel.

Nothing herein requires a Committee Representative to be independent from the Company or any Shareholder or Director that is a party to any Conflict Matter, only that the Committee consider the enumerated independence factors before selecting or receiving advice from a Committee Representative. The Committee may select or receive advice from any Committee Representative it prefers, including ones that are not independent, after considering the six independence factors outlined above.

The members of the Committee shall be fully protected in relying in good faith upon the information, opinions, reports or statements presented to the Committee by any Committee Representative.

Nothing herein shall be construed to require the Committee to implement or act consistently with the advice or recommendations of the Committee Representative to the Committee.

This Charter may be amended at any time and from to time by an act of the Board, including by written or electronic consent.