

Exhibit A. TEC Membership Services

The Services to be provided to each TEC Member are as follows (the “TEC Membership Services”):

1. Definitions. In addition to the terms defined elsewhere in this Agreement the following terms, when capitalized in this Agreement, shall be ascribed meaning, as follows:

“Designated Representative” – Individual as identified to GR by the Traveling Member as the primary decision maker for the Traveling Member should the Traveling Member be unable to communicate.

“Field Rescue” – The transport of the Traveling Member by ground, air, or sea to a hospital, clinic or other medical provider capable of providing care to a Traveling Member in need of Hospitalization. Field Rescue does not include any activities related to search and the Traveling Member’s location must be known.

“GR Contractor” – Any GR contractor, sub-contractor, or other outsourced provider that provides products or services pursuant to this Agreement.

“Home Address” – The Member’s residence as described in their enrollment application and/or as described in an official state or government listed identity document.

“Hospitalized” or “Hospitalization” – Admission to a medical facility on a continuous, in-patient basis necessitated by a medically diagnosable illness or injury and not for convenience or any other reason or, if the Traveling Member is suffering from an illness or injury which, in GR’s sole discretion, requires emergency medical care to avoid death or serious and permanent impairment to the Traveler’s health, will be medically diagnosable and is sufficiently serious to warrant in-patient hospitalization if no facility is reasonably available.

“TEC Member” – An individual who is an active member in good standing of The Explorers Club and for whom the Annual Membership Fees have been paid.

“Traveling Member” – A TEC Member who is traveling more than 160 miles from their Home Address.

2. Services.

IF A TRAVELING MEMBER EXPERIENCES AN EMERGENCY OF ANY NATURE THE TRAVELING MEMBER SHOULD CALL LOCAL EMERGENCY MEDICAL OR SECURITY SERVICES (I.E. 911), IF SUCH SERVICES ARE AVAILABLE. HOWEVER, IN ORDER TO QUALIFY FOR GR SERVICES, THE TRAVELING MEMBER MUST CONTACT GR AT THE TIME OF THE EVENT REQUIRING HOSPITALIZATION. GR SHALL NOT BE OBLIGATED UNDER ANY CIRCUMSTANCES TO REIMBURSE A MEMBER OR PAY ANY THIRD-PARTY SERVICE PROVIDER FOR ANY ASSOCIATED COSTS WHICH HAVE BEEN ARRANGED BY THE MEMBER OR ON BEHALF OF THE MEMBER BY ANY THIRD PARTY. (see Sec. 2.6).

2.1 Health Information Services. To the extent permitted by law, GR will arrange for the provision of health information services by telephone, email, fax transmission, or other appropriate modes of communication, in GR’s sole discretion, at the request of any Traveling Member. The health information services provided through the membership shall not establish diagnosis, treatment or a physician-patient relationship. In addition, TEC Members will have access to Destination Reports and travel information as may be available through GR’s GRIDSM system.

2.2 Medical Transport Services. To the extent permitted by law and subject to the conditions, exclusions, and limitations of Section 2.2, GR will provide, arrange, and pay up to the applicable Services Maximum for the necessary and ordinary expenses for: (i) Field Rescue; and/or (ii) air and/or surface transport to the nearest appropriate hospital, clinic or medical provider as determined by GR in its sole discretion for a Traveling Member who is in need of Hospitalization. All costs in excess of the Services Maximum will be the responsibility of the Member.

a. GR reserves the right to determine, in its sole discretion (i) whether a Traveling Member’s condition is sufficiently serious to warrant transport services, and (ii) the mode of transport. GR shall not be under any obligation to provide more than two (2) such transports to any Traveling Member in any twelve (12) month period. GR shall not be under any obligation to provide transport services to a Traveling Member if, in GR’s sole discretion: (i) the Traveling Member is not reasonably accessible and cannot be transported safely or is located in a region that is not safely accessible; (ii) the Traveling Member has a contagious or infectious disease; (iii) the Traveling Member’s primary diagnosis is psychiatric in nature; (iv) the Traveling Member’s condition is self-inflicted (including but not limited to not taking precautionary measures at the onset of a medical event if reasonably possible); (v) the Traveling Member has committed or is accused of committing a criminal act; (vi) the Traveling Member has ever been diagnosed with and/or treated for a condition(s) for which an organ transplant is indicated (whether currently on a transplant list or not) and such transport is related, directly or indirectly, to such condition(s), treatment and/or transplant; (vii) the Traveling Member is requires Hospitalization due to circumstances that were diagnosed or treated, or for which symptoms existed which would cause an ordinarily prudent person to seek such diagnosis or treatment, within forty-five (45) days [or one year for Traveling Members between ages 75-85 years old] prior to the effective date of this Agreement or prior to traveling; (viii) the Traveling Member’s condition occurred while or resulted from serving as an armed or unarmed combatant or in a security role during an act of declared or undeclared war, invasion, armed conflict, police action, or civil disorder; (ix) the Traveling Member is in her third trimester of pregnancy; (x) the Traveling Member’s condition is caused by the intentional ingestion/use and/or overdose of alcohol, a controlled or banned substance, or is hospitalized due to the use of alcohol, drugs or intoxicants not prescribed by a physician, (xi) the Traveling Member cannot be transported safely; (xii) the Traveling Member has been exposed to nuclear reaction, radioactive contamination or chemical contamination; (xiii) the Traveling Member is traveling against the advice of a Physician or Global Rescue’s medical professionals, while waiting for treatment, or is traveling for the purpose of obtaining medical treatment; (xiv) the Traveling Member has been treated and discharged from a care facility;; OR (xv) the Traveling Member failed to maintain immigration, work residence or similar visas, permits or other documentation necessary for transport.

2.3 Transport of Mortal Remains Services. To the extent permitted by law and subject to the terms, limitations and exclusions of Section 2.2 and upon a Traveling Member’s estate executor’s request, GR will arrange and pay for reasonable expenses related to transporting a Traveling Member’s mortal remains to the nearest appropriate mortuary, hospital or funeral home. GR reserves the right to determine the mode and timing of transport.

2.4 General Services. GR shall make commercially reasonable efforts to provide the following services. UNLESS STATED DIFFERENTLY BELOW, THE FINAL SELECTION OF AND PAYMENT FOR ANY SUCH TREATMENT PROVIDER OR SERVICES SHALL BE THE SOLE RESPONSIBILITY OF THE TRAVELING MEMBER.

a. Medical Locator Services. Provide Traveling Member with names, addresses and telephone numbers for local hospitals, clinics, medical practitioners and/or physicians.

b. Legal Locator Services. Provide Traveling Member with names, addresses and telephone numbers for local lawyers and/or other legal professionals.

c. Transport of Medication and Medical Supplies. Arrange for the transport of medication and other medical supplies to Traveling Member.

d. Telephonic Interpretation Services. Arrange for and/or provide telephonic translation services for Traveling Member. If a Traveling Member requires the presence of an interpreter or other customized services, such services will be at the Traveling Member’s sole expense.

e. Security Services Referral. At the request of a Traveling Member who is experiencing threats to their personal safety, GR may, to the extent practicable, arrange for GR personnel or a GR Contractor to refer such Traveling Member to security specialists.

f. Passport & Visa Services. Arrange for replacement of U.S. passport and U.S. VISA documents from U.S. authorities for Traveling Member.

g. Emergency Message Relay. Relay emergency messages to Traveling Member’s family. GR shall use means reasonably available to ensure transmission of such messages.

h. Transport of Medical Records, Documents and Studies. Arrange for the dispatch of medical records from the Traveling Member's location to Global Rescue and/or other appropriate locations within the United States. If the dispatch occurs in connection with GR providing transport services to the Traveling Member, GR shall be responsible for the cost of the dispatch; otherwise the Traveling Member shall be responsible for any associated costs.

2.5 Unnecessary Utilization and Transport. All TEC Members shall be required to reimburse GR for services utilized, at the request of the TEC Member or Designated Representative, to TEC Members or persons who do not qualify for Services under this Agreement. In the event that GR transports a Traveling Member, at the request of the Traveling Member, who does not require Hospitalization or whose transport exceeds the services maximum, as defined in this agreement, as determined by GR, Traveling Member shall pay GR for the cost of transport, as invoiced by GR. At the discretion of GR, before such transport occurs the Traveling Member shall guarantee payment by credit card or other means acceptable to GR. GR shall be under no obligation to provide services should such guarantee or payment not be provided to GR.

2.6 GR Obligation. GR shall only be obligated to pay for services which are provided and arranged for by GR and GR Contractors. The final selection and payment for any such services not arranged for or provided by GR shall be the sole responsibility of the Traveling Member. GR shall not be obligated to provide reimbursement for evacuation services arranged by any third party.

3. Limitation of Liability. IN NO EVENT SHALL GR, GR'S OFFICERS, EMPLOYEES, DIRECTORS, MANAGERS, SHAREHOLDERS, AGENTS, LEGAL COUNSEL, ACCOUNTANTS, GUARANTORS OR GR CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL LOSS OR DAMAGES WHATSOEVER AS A RESULT OF ANY ACTION OR OMISSION BY GR OR ANY GR CONTRACTOR, INCLUDING, WITHOUT LIMITATION, ANY PRODUCTS AND SERVICES DESCRIBED. MEMBER ACKNOWLEDGES THAT RECEIVING THE SERVICES DESCRIBED IN THIS AGREEMENT MAY BE EXTREMELY RISKY, AND AGREES TO HOLD GR HARMLESS FOR ANY LOSS OR DAMAGES. GR'S MAXIMUM LIABILITY FOR ANY TYPE OF DAMAGES OR LOSS SHALL BE LIMITED TO THE CURRENT ANNUAL MEMBERSHIP FEE.

6. Indemnity. TEC Member agrees to indemnify, save and hold harmless GR and its officers, employees, directors, managers, shareholders, agents, legal counsel, accountants and guarantors from and against any and all fines, demands, costs, losses, liabilities, damages, lawsuits, actions, deficiencies, claims, taxes and expenses (whether or not arising out of third-party claims) including, without limitation, interest, penalties, reasonable attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing incurred in connection with or arising out of or resulting from TEC Member's actions or the actions of any of such TEC Member's agents or independent contractors. GR shall be subrogated to all of TEC Member's rights of recovery against any party for loss, to the extent payment and/or the costs therefore are made or incurred by GR and regardless of whether TEC Member is made whole. TEC Member hereby acknowledges the foregoing subrogation rights and agrees to execute such further and other documents as GR may reasonably request in order to evidence such subrogation rights, whether before or after Services are performed. Without limiting the generality of the foregoing GR shall be entitled to enforce all rights Member has or otherwise would have had against such party, and/or to recover directly from TEC Member from any amounts received and/or due from such party. It is further agreed that all costs and expenses incurred by GR in performing the Services shall conclusively be deemed to be reasonable.

7. Force Majeure. GR shall not be liable for failure to provide or delay of services resulting from acts of God or other causes beyond GR's control.

8. Survival of Claims. Any and all legal actions and claims arising under this Agreement against GR, its officers, directors, employees or agents shall be barred unless written notice thereof is received by GR within one (1) year of the date of the event giving rise to such action or claim.

9. Authorization to Share Information and Informed Consent. TEC Member authorizes the release, to or from GR and any GR Contractor or Designated Representative, of any and all confidential TEC Member information, including but not limited to, financial information, patient medical records, histories, examinations and tests, medical images including photographs, x-rays or other images, output data from medical devices and sound and video files ("Personal Information"). TEC Member agrees to assist GR in obtaining this Personal Information when necessary and that GR shall not be obligated to provide services if GR is not able to receive or release any necessary Personal Information required.

10. Consent to Transport and Treatment. Member hereby gives consent for the transportation and treatment of TEC Member by GR and/or GR Contractors. TEC Member understands and agrees that medical care, including emergency care, may be initiated during transport by GR and/or GR Contractors should such care become necessary in the professional judgment of GR and/or the GR Contractors. TEC Member consents to the provisions of such medical care and treatment should such care become necessary. TEC Member understands the benefits and risks associated with such transport, care and treatment and hereby consents thereto. TEC Member agrees to read and execute all forms, waivers, releases and other necessary documents prior to receiving services. GR shall not be obligated to provide services if all necessary documents are not read and executed by TEC Member.

11. Designated Representative. Except as provided in Section 2.3 of this Agreement, in the event that a TEC Member is unable to make decisions, GR or GR Contractors will attempt to contact the TEC Member's Designated Representative for the purposes of making decisions on behalf of Member in regards to any items or services set forth in this Agreement. The Designated Representative is the person or persons identified to GR by the TEC Member during enrollment or after as the primary person who will be making decisions on behalf of the TEC Member in the event the TEC Member becomes incapacitated.

12. Enforceability. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. Fraudulent Activity. Any fraud, misrepresentation, omission or concealment in the statements and/or actions made by TEC Member in requesting services may render TEC Member ineligible to receive services from GR, at GR's sole discretion, including but not limited to, knowingly purchasing a GR membership when a medical or security event has already begun or is imminent or when any other membership exclusion exists. All items and services shall be forfeited and GR shall be entitled to reimbursement, including attorney's fees, for any services provided based on such statements and/or actions.