

Appendix A.

Global Rescue Member Services Agreement

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:

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

“Designated Representative” – An individual identified to Company by the Member as their authorized decision maker for all matters related to this Agreement should the Member be unable to communicate for any reason.

“Extended Plan Member” or *“EPM”* – A Member who is between the ages of 75 – 84.

“FFS Fees” – The amounts to be paid by Member to GR in consideration of any FFS Services, as may be agreed by the parties from time to time in accordance with Section 2(f).

“Field Rescue” – The transport of a Traveling Member to the nearest available hospital, clinic or other medical provider capable of providing stabilizing and/or evaluative care to the Traveling Member. For purposes of clarity, Field Rescue does not include search operations or any associated costs.

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

“Hospital of Choice” – The hospital or medical clinic, located in the Traveling Member’s Home Country, identified by Traveling Member in the event Hospitalization of such Traveling Member is required.

“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, as determined in GR’s sole discretion, will be medically diagnosable and is sufficiently serious to warrant in-patient hospitalization if no facility is reasonably available.

“Home Country” – The issuing country of the Traveling Member’s passport.

“Member” – The individual(s) named on the enrollment application that has been approved for membership by Company and for whom the applicable membership fees has been paid.

“Security Emergency” – An event which causes officials of the Temporary Country of Residence or officials of a Traveling Member’s Home Country, to issue, for reasons other than medical, a recommendation that categories of persons which include the Traveling Member, should leave the Temporary Country of Residence.

“Temporary Country of Residence” – The country in which the Traveling Member, exclusive of the Home Country, is temporarily residing or traveling.

“Traveling” – When a Member is located more than 100 miles from their Home Address they are deemed to be Traveling for the purposes of Service eligibility.

2. **Services - Medical.** Subject to payment by of the Annual Fees, by Traveling Member or another, and other amounts in accordance with this Agreement, GR will provide the following Services to Traveling Member in accordance with the terms of this Agreement and this Appendix A. Member acknowledges and agrees that any such Services provided shall not establish diagnosis, treatment or a physician-patient relationship of any kind with such Member.

a. Health Information and Advisory Services. To the extent permitted by law, GR will arrange for the provision of health information and advisory Services for Traveling Members who suffer from emergent medical problems. To the extent practicable and permitted by law, GR will also provide reasonable assistance to Traveling Members with third-party insurance claim forms relating to the Services.

b. Medical Transport Services - Choice. GR will provide, arrange and pay all necessary and ordinary expenses for transport to the Hospital of Choice of a Traveling Member who is Hospitalized (“Medical Transport Services”). If a Traveling Member that receives Medical Transport Services does not require Hospitalization, Traveling Member shall reimburse GR for all costs of such Services. GR reserves the right to determine, in its sole discretion, the mode and timing of such transport. Notwithstanding the foregoing, Traveling Member acknowledges and agrees that if a Hospitalized Traveling Member is discharged, unless in connection with Medical Transport Services by GR for the purpose of Hospitalization in the Hospital of Choice, such Traveling Member shall not be eligible for Medical Transport Services.

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c. Field Rescue Services. In the event the Traveling Member has a condition that warrants Hospitalization and the Traveling Member is unable to obtain medical services at their location or at a reasonably nearby location, GR will provide, oversee and pay for Field Rescue Services of the Traveling Member. GR reserves the right to determine, in its sole discretion, the mode and timing of such transport. If Traveling Member receives Field Rescue Services and the Traveling Member does not require Hospitalization, Traveling Member shall reimburse GR for the cost of such Field Rescue Services.

d. Transport of Mortal Remains. GR will provide, arrange and pay for reasonable expenses to transport a Traveling Member's mortal remains to a morgue, funeral home, or mortuary designated by Traveling Member within the Traveling Member's Home Country. GR reserves the right to determine, in its sole discretion, the mode and timing of such transport.

e. Medical Locator/Dispatch Services. Upon request, GR will make reasonable efforts to identify and provide Traveling Members with names, addresses and telephone numbers for local medical facilities and/or practitioners. GR shall use its reasonable efforts, if requested and practicable, to dispatch local medical personnel to the Traveling Member's location. Such Services shall not constitute an endorsement, representation or warranty regarding the quality, professional competence, care or results from the use or services provided by any medical facility or practitioner. Traveling Member shall be solely responsible for the selection of providers and the payment of any and all associated costs.

f. Transport of Medical Records, Documents and Studies. GR will arrange for the dispatch of medical records from or to the Traveling Member's location. Traveling Member shall be solely responsible for the payment of any costs associated with such transport/dispatch directly unless otherwise agreed to in writing by GR.

g. Transport of Medication and Medical Supplies. GR will arrange for the transport of medication, medical equipment and other medical supplies. Traveling Member shall be solely responsible for the payment of any associated costs directly unless otherwise agreed to in writing by GR.

h. Inpatient Medical Expense Guarantee and Payment. GR may, in its sole discretion, provide a guarantee and/or pay up to US\$5,000 for medical expenses incurred by a Traveling Member at clinics, hospitals and other care facilities, upon Traveling Member's request and GR receiving satisfactory guarantee of repayment by Traveling Member, which may include but is not limited to, requirements in writing by Traveling Member and/or by Traveling Member's approved financial institution. Traveling Member shall reimburse GR for the amount of any such payment, including any additional costs/fees incurred by GR, within 7 days of GR's payment.

3. Services – Security. Subject to payment of the Annual Fees, by Traveling Member or another, and other amounts in accordance with this Agreement or another, GR will provide the following Services to Traveling Member in accordance with the terms of this Agreement.

a. Security Consulting Services. GR will arrange for and provide security consulting Services related to the necessity of evacuation or security countermeasures for Traveling Member, as Traveling Member may request from time to time, at GR's then-current rates for such Services. GR shall invoice Traveling Member for such Services and Traveling Member shall remit payment as provided for in this Agreement.

b. Security Evacuation Services. In the event of a Security Emergency affecting a Traveling Member, GR will advise Traveling Member and provide, arrange and pay for all necessary services for the transport of such Traveling Member to the nearest safe area, as determined by GR in its sole discretion ("Security Evacuation Services"). GR reserves the right to determine, in its sole discretion, the mode and timing of such transport. In dangerous regions or situations, GR shall have sole discretion whether or not to provide such Security Evacuation Services and the manner in which they are provided. Traveling Member must request Security Evacuation Services within 5 days of the first occurrence of any such Security Emergency. After such date any Security Evacuation Services shall be provided in GR's sole discretion, and Traveling Member shall be solely responsible for payment of all costs associated with such Security Evacuation Services and agrees to pay such amounts to GR in advance, or at the time such Services are rendered, unless otherwise agreed to in writing by GR.

4. Services – Travel Assistance Services. Subject to payment of the Annual Fees and other amounts in accordance with this Agreement, GR shall provide Traveling Member the following Services:

a. Legal Locator Services. GR will make all reasonable efforts to provide Traveling Member with names, addresses and telephone numbers for local legal professionals. Traveling Member shall be solely responsible for the selection and payment of any associated costs. GR's Services shall not constitute an endorsement, representation or warranty regarding the quality, professional competence or results from the use or services provided by any such legal professional.

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- b. Telephonic Interpretation Services.** GR will make all reasonable efforts to arrange for telephonic translation if requested. Traveling Member shall reimburse GR for any expenses incurred upon invoice.
- c. Passport & Visa Services.** GR will make all reasonable efforts to assist Traveling Member in replacement of lost or stolen passport and visa documents. Traveling Member shall reimburse GR for any expenses incurred upon invoice.
- d. Emergency Message Relay.** GR will make all reasonable efforts to relay emergency messages to individuals designated by Traveling Member.
- e. Emergency Cash Advance.** GR may, in its sole discretion, provide a reasonable amount of emergency cash, not to exceed US\$5,000, to Traveling Member upon request and GR receiving satisfactory guarantee of repayment by Traveling Member, which may include but is not limited to, requirements in writing by Traveling Member and/or by Traveling Member's approved financial institution. Traveling Member shall reimburse GR for the amount of any such advance, including any additional costs/fees incurred by GR, within 7 days of GR's payment.
- f. Fee-for-Service Services.** At the request of Traveling Member, GR may in its sole discretion, provide services that are outside the scope of the Services defined in this Agreement, or provide Services or other services to individuals that are not qualified or eligible Traveling Members, on a fee-for-service basis ("FFS Services"). Upon receiving Traveling Member's request for any FFS Services, GR shall advise Traveling Member of approximate costs, if possible, and other terms required by GR to provide such FFS Services, which may include but are not limited to, payment in advance and/or a retainer, written guarantee of payment by Traveling Member (including any additional unforeseen costs), signature of any related documents, statements of work ("SOW") and agreements or such other terms and conditions as GR may require. Unless Traveling Member accepts and complies with such terms, GR shall be under no obligation to provide such FFS Services.

5. Limitations; Exclusions.

GR shall not be under any obligation to provide Services to a Traveling Member if GR determines, in its sole discretion, any of the following factors exist:

- i. The Traveling Member is over the age of 85 years old;
- ii. The Traveling Member is not reasonably accessible or cannot be transported safely in GR's sole discretion;
- iii. The Traveling Member is located in a region that is not safely accessible;
- iv. The Traveling Member has a contagious or infectious disease which would endanger the Traveling Member, those in contact with the Traveling Member or whose transport is prohibited by law;
- v. The Traveling Member's primary diagnosis is psychiatric in nature;
- vi. The Traveling Member's condition is self-inflicted;
- vii. The Traveling Member has committed or is accused of committing a criminal act;
- viii. GR must violate a law, rule or regulation in order to provide Services to the Traveling Member;
- ix. 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;
- x. The Traveling Member's condition is one which was diagnosed and/or treated within the forty-five day period (one year for Traveling Members between ages 75-85 years old) prior to notification to GR or for which symptoms existed during such time period which would cause an ordinarily prudent person to seek such diagnosis or treatment.
- xi. The Traveling Member's condition occurred while or resulted from an act of war among European or North American states;
- xii. The Traveling Member's condition is a result of nuclear reaction, radioactive or chemical contamination, or the Traveling Member has been exposed to ionizing radiation or radioactivity from irradiated nuclear fuel which would endanger the Traveling Member, those in contact with the Traveling Member or whose transport is prohibited by law;
- xiii. The Traveling Member is traveling against the judgment of a medical professional, as determined in GR's sole discretion, while waiting for treatment, or for the purpose of obtaining medical treatment;
- xiv. The Traveling Member is beyond her second trimester of pregnancy;
- xv. The Traveling Member is engaged in an armed conflict, as a member of any army, guerilla, terrorist or other armed force, or is serving in a security function in any capacity;
- xvi. The Traveling Member has a condition caused by the use of alcohol, drugs or intoxicants not prescribed by a physician;
- xvii. The Traveling Member failed to obtain and/or maintain required immigration, work residence or similar visas,

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- permits, or other documentation.
- xviii. The Traveling Member is traveling in the Arctic above the 80th parallel North OR on/near the Antarctic continent below the 60th parallel South.
 - xix. The Traveling Member knowingly entered a region where the Traveling Member knew or should have reasonably known that a Security Emergency existed or was imminent;
 - xx. The Traveling Member was added to the Member Census while in a region where a Security Emergency existed or was imminent;
 - xxi. The Traveling Member has been kidnapped, held for ransom or held against his/her will or the Traveling Member placed himself/herself in a situation where kidnap, being held for ransom or being held against his/her will was likely.

6. Services Maximum; Subrogation

The cost of Medical and Security Services provided by GR that Member is eligible for pursuant to this Agreement shall be limited to \$500,000 in aggregate during the Term ("Service Maximum). Notwithstanding the foregoing, the Service Maximum shall be subject to the following per-Traveling Member limitations: Medical Transport Services and/or Field Rescue Services - \$300,000; Transport of Mortal Remains - \$15,000; and Security Evacuation Services - \$100,000. Any costs in excess of the Service Maximum (aggregate and/or per-Traveling Member) shall be the sole responsibility of Traveling Member. Any such excess costs shall be paid at the time the Services are rendered, or in GR's sole discretion, will be invoiced to Traveling Member and paid by Traveling Member in accordance with the terms of this Agreement. Prior to GR providing Services with costs in excess to the Service Maximum (aggregate and/or per-Traveling Member), GR shall notify Traveling Member of the approximate excess costs and Traveling Member shall approve and pay such costs. If Traveling Member fails to approve and pay such excess costs, GR shall not be obligated to provide the Services, which incur such excess costs. Notwithstanding anything herein to the contrary, GR shall not be under any obligation to provide more than two (2) transports of any Traveling Member during the Term.

GR shall be subrogated to all of Traveling 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 Traveling Member is made whole. Traveling Member hereby acknowledge the foregoing subrogation rights and agree 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 Traveling Member has or otherwise would have had against such party, and/or to recover directly from Traveling 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. Limitation of Liability; No Warranties.

7.1 Limitation of Liability. In no event shall GR, GR's officers, employees, directors, managers, shareholders, agents, legal counsel, accountants, guarantors, GR Contractors, GR affiliates and subsidiaries (collectively "GR Entities") be liable for any indirect, punitive, incidental, special, consequential loss or damages whatsoever in connection with this Agreement, including, without limitation, any products and services contemplated by this Agreement or any act or omission by the GR Entities, including but not limited to, the Services. GR's maximum liability for any matter arising, directly or indirectly, in connection with this Agreement shall not exceed the amount of membership fees paid to GR by or on behalf of Traveling Member except to the extent resulting from the willful misconduct of GR. Traveling Member acknowledges that receiving the type of services contemplated hereby and/or described herein, including, without limitation, the Services, can be extremely risky, hazardous, that no results can be guaranteed and that GR makes no representation or warranty of any kind or nature with respect thereto, express or implied. In acknowledgement of such risk, Traveling Member agrees to absolve, indemnify and hold the GR Entities harmless should any person suffer any harm, damage or other adverse effect of any kind or nature as a result of any act or omission of the Traveling Member, including but not limited to death or dismemberment, during the course of or as a result of using or receiving any products or services described herein, including, without limitation, the Services.

7.2 Representations to Third Parties. Traveling Member shall not make any false claims or misrepresentations to any third party concerning GR or its products and services, including but not limited to, the Services, or make any claims, representations, warranties or guarantees to any third party that are inconsistent with this Agreement. The GR Entities shall not be liable for, and Traveling Member agrees to fully indemnify and hold the GR Entities harmless from and against, any third party claims asserted against GR Entities based on any such claims, representations, warranties or guarantees.

7.3 No Third Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to give any person or entity other than Traveling Member any legal or equitable right, benefit, remedy or claim under or in respect of this Agreement or any provision contained herein.

8. Force Majeure. GR shall not be liable for any failure to provide or delay in providing any services, including but not

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limited to the Services, resulting from causes beyond GR's reasonable control, including, but not limited to: natural disaster, epidemic, accident, explosion, casualty, act of God, lockout, strike, riot, insurrection, civil disturbance or disruption of the public markets, war or armed conflict (whether or not officially declared), sabotage, act of a public enemy, embargo, delay of a common carrier, the inability to obtain sufficient material, supplies, labor, transportation, power or other essential commodity or service, or any change in or the adoption of any law, ordinance, rule, regulation, order, judgment or decree.

9. **Authorization to Share Information.** Traveling Member shall provide GR or any GR Contractor with all authorizations requested by GR for the release to, from or among GR, GR Contractors and third party medical providers and facilities of any confidential Traveling Member information relevant for the successful performance of any services, including but not limited to the Services, such as 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.
10. **Traveling Member Consent.** Traveling Member shall provide GR or any GR Contractor all consents, releases and/or authorizations requested by GR for provisions of services, including but not limited to the Services.
11. **Unenforceable Terms.** If any provision of this Agreement is deemed invalid, illegal or unenforceable under the applicable laws or regulations, such provision will be deemed amended to conform to such laws or regulations without materially altering the intentions of the parties and enforced accordingly.
12. **General Exclusions.** GR shall not be under any obligation to pay for or provide any products or services not explicitly set forth in this Agreement, including but not limited to, reimbursement of any hospital, medical expenses, transport or any services not arranged and provided by GR. Any such expenses shall be the sole responsibility of Traveling Member. Traveling Member acknowledges and agrees that this Agreement relates only to the rendering of services and the provision of certain related products as specified herein. This Agreement is not, nor shall it be deemed as or construed as a policy of insurance of any kind or nature. GR will not refund any portion of any membership fee.
13. **Reliance; Fraudulent Statement.** It is understood and agreed that GR shall be entitled to rely on any statement, report, condition, diagnosis, medical history, information (including Personal Information, Member Census and Traveler Demographics) or identification provided to it by or on behalf of Traveling Member in connection with this Agreement. If Traveling Member makes or has made any fraudulent statement or materially misrepresents or conceals a material fact, GR may, in its sole discretion, suspend, alter or discontinue performing and require payment in full for any services, including but not limited to the Services, rendered to the Traveling Member. GR's failure to immediately suspend, alter or discontinue or require payment shall not be deemed to constitute a waiver, nor shall it preclude GR from doing so at a later time.
14. **Amendment.** No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power or remedy.
15. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Hampshire, USA, without regard to the conflict of law provisions thereof.
16. **Entire Agreement.** This Agreement, including the Appendices (which are incorporated herein by this reference) represents the entire agreement between GR and Member regarding the subject matter hereof. The section and paragraph headings appearing in this Agreement are inserted only as a matter of convenience and are not part of this Agreement and shall not be given any legal effect.
17. **No Assignment.** Member may not assign or otherwise transfer, in whole or in part, or any right, obligation or duty hereunder.
18. **Disputes and Arbitration.** In the event of a dispute related to this Agreement, the parties agree to the following:
 - a. **Binding Arbitration.** Member and GR agree to submit any claim, dispute, action, cause of action, issue, or request for relief arising out of or relating to this Agreement and/or Member's use of the Services (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) to binding arbitration rather than by filing any lawsuit in any forum other than set forth in this section. Further Member agrees arbitration is final and binding and subject to only very limited review by a court. Member also waives the right to any form of appeal, review or recourse to any court or other judicial authority, insofar as such waiver may be validly made. This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of or relating to this Agreement and/or Member's use of the Services.
 - b. **Arbitration Procedures.** Member must first present any claim or dispute to GR by contacting GR to allow an opportunity to resolve the dispute through good faith discussions. Member may request arbitration if Member's claim or dispute cannot be resolved within 60 days after presenting the claim or dispute to GR. GR may request arbitration against Member at any time after it has notified Member of a claim or dispute. The arbitration of any dispute or claim shall be

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conducted in accordance with the then current and applicable rules of JAMS as modified by this Agreement. The place of any arbitration will be Boston, Massachusetts, USA, and will be conducted in the English language. Claims will be heard by a single arbitrator. The arbitrator may not award relief in excess of or contrary to what this Agreement provides, order consolidation or arbitration on a class wide or representative basis, award punitive or consequential damages or any other damages aside from the prevailing party's actual damages, or order injunctive or declaratory relief, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. Any arbitration shall be confidential, and neither Member, nor GR nor the arbitrator may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement or appeal of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

c. No Class Actions. There shall be no right or authority for any claims subject to this arbitration clause to be arbitrated on a class action or consolidated basis or on bases involving claims brought in a purported representative capacity on behalf of the general public (including, but not limited to, as a private attorney general).

d. Fees and Expenses. All administrative fees and expenses of arbitration will be divided equally between Member and Company. Each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration hearing.

e. MEMBER MUST CONTACT COMPANY WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE, OR MEMBER WAIVES THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.

