

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "Agreement"), made effective as of today by and between International Medical Group, Inc., 2960 N. Meridian Street, Indianapolis, IN 46208 ("Company"), and the entity whose representative has signed this Agreement (the "Client"), provides as follows:

Recitals

1. Client desires to obtain from Company certain medical, travel, security and assistance services, and other services (the "Services") as elected by Client in Exhibit A relating to certain benefit plans, insurance plans or other arrangements, according to which Client provides benefits, administrative services or other contractual duties ("Plans") to those third-party individuals and/or entities that are entitled to receive the Services according to their arrangement with Client ("Members."); and

2. Company desires to provide the Services pursuant to the terms of this Agreement.

Agreement

In consideration of the covenants, promises and agreements contained herein, the adequacy of which are hereby acknowledged, Company and Client agree as follows:

1. **Compliance with Agreement.** Client retains Company to provide the Services and Company agrees to provide the Services in accordance with the terms and conditions of this Agreement.

2. **Independent Contractor.** This Agreement shall not create, or be construed to create, a partnership, agency, or employee-employer relationship between the parties. The parties each expressly disclaim the existence of any such relationships between them. The parties agree that Company shall be an independent contractor of Client. This Agreement shall not entitle either party or its employees to receive any employment related benefits from the other party, including but not limited to, workers' compensation benefits, unemployment insurance benefits, health insurance benefits, or any other employment related benefits, and each party shall be responsible for its own employment related tax obligations that may result from this Agreement.

3. **Indemnified Services.** Client hereby acknowledges that (i) the Company has procured first dollar insurance to cover the cost of any medical transport or security Services as set forth in a Schedule, underwritten by a licensed third-party insurance company and (ii) the Company is not an insurer, guarantor or underwriter. Upon Client's request, Company shall provide Client with satisfactory evidence of such first dollar insurance coverage covering the cost of medical transport and security Services provided under this Agreement.

4. **Term.** The term of this Agreement shall commence on the effective date of this Agreement and shall continue for a period of one (1) year, and then shall continue automatically for successive renewal terms of one year each (collectively the "Term") at the then-current annual rate, unless either party provides the other party with written notice of non-renewal not later than ninety (90) days prior to the expiration of the then current Term, or unless sooner terminated in accordance with the termination provisions contained herein. Notwithstanding the foregoing, the Company shall have no liability whatsoever for the cost of any Services prior to the date of execution of this Agreement.

5. **Payment.**

- a. **Payment for Services.** Client agrees to pay Company for the Services elected in Exhibit A according to the prices set forth in Exhibit C. Company shall invoice Client for the Services and Client shall pay such invoices within 10 days of receipt of such invoices.
- b. **Third-Party Costs.** If Company incurs costs from a third party relating to the Services it provides to Client ("Third-Party Costs") that are not provided by the Company, such costs shall be due and payable from the Client at the time that the Company is required to pay such Third-Party Costs to the third party. Company will provide Client with all documentation supporting the Third-Party Costs in advance of such due date upon Client's request. Client is responsible for any and all correspondence fees, bank fees, transfer and currency exchange fees incurred during each payment transaction made pursuant to or in accordance with this Agreement, if applicable, which is billed to Company as a pass-through.
- c. **Late Payment.** In the event that Client fails to pay any amount due under this Agreement by the payment deadline, Company shall charge Client interest on the unpaid amount(s) at the rate of 5% per month

6. **Ownership of Documents.** All documents, pleadings, drawings, guidelines, electronic media, electronically stored information, electronic data, books, manuals, and reports, regardless of form (collectively "Documents"), prepared, developed or created by Company or its subcontractors, relating to or arising from this Agreement, shall be the property of Company. Company, and its subcontractors, hereby retain, without limitation, all right, title and interest in and to the Documents, including all copyrights to the Documents. Company shall have the right to take such actions relating to the Documents as it deems appropriate, in its sole discretion, including, but not limited to the following: 1) reproduce the Documents or any portion thereof as needed to perform the Services; 2) prepare derivative works; and 3) distribute copies of the Plan(s) a or any portion thereof as needed to perform the Services.

7. Force Majeure. A party shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service or other condition that prevents a party from performing its obligations hereunder. The non-performing party must make every reasonable attempt to minimize delay of performance.

8. Entire Agreement; Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Services, and, except as expressly provided for herein, may not be modified or amended, and no waiver of any terms, conditions, rights or remedies hereunder, shall be binding upon either party without the prior written consent of both parties. A waiver of any term or provision shall not be construed to be a waiver of any other term or provision. Any written amendments to this Agreement shall become part of this Agreement.

9. Termination. This Agreement may be terminated by Company, without cause, upon ninety (90) days prior written notice to the Client. This Agreement may be terminated by either party for cause based upon a material default of this Agreement, upon thirty (30) day's prior written notice to the other party, and the failure of the defaulting party to cure the default within thirty (30) days thereafter. A material default of this Agreement shall include, but not be limited to, any of the following events:

- a. The filing by either party of a voluntary petition in bankruptcy, or any assignment for benefit of creditors of all or any part of either party's assets.
- b. Any institution of proceedings in bankruptcy against either party; provided, however, that such party may defeat such termination if the petition is dismissed within one hundred twenty (120) days after the institution thereof.
- c. The filing of a petition requesting a court to take jurisdiction of either party or its assets under the provision of any Federal reorganization act which, if it is an involuntary petition, it is not dismissed within one hundred twenty (120) days after its being filed.
- d. The filing of a request for the appointment of a receiver or trustee of all, or substantially all, of either party's assets by a court of competent jurisdiction, which if the request is not made by such party, is not rejected within one hundred twenty (120) days after being made, or the request for the appointment of a receiver or trustee of all, or substantially all, of either party's assets by a voluntary agreement with such party's creditors.

Upon the termination of this Agreement for any reason, all rights and obligations of the parties shall terminate, including all rights or alleged rights of creditors,

trustees, assigns, and all others similarly situated. Failure by either party to take any authorized action upon default by the other party of any of the terms, covenants or conditions required to be performed, kept and observed hereunder shall not be construed to be, nor act as, a waiver of said default nor of any subsequent default of any of the terms, covenants and conditions contained hereunder.

10. Assignment. Neither party may assign this Agreement without the express written consent of both parties.

11. Notices. All notices, consents and communications required or permitted under this Agreement shall be in writing and shall be deemed effective when hand delivered or when sent by certified mail, return receipt requested, and addressed as follows:

If to Company:

If to Client:

Amanda Winkle
Vice President of International Sales
International Medical Group, Inc.
2960 North Meridian Street
Indianapolis, IN 46208

Contact details as provided during policy purchase

Nothing herein shall preclude giving notice by electronic means, provided receipt is acknowledged in writing by the addressee.

12. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their successors and assigns, and is not made for the benefit of any third party.

13. Confidentiality.

- a. "Confidential Information" means (i) information of a proprietary nature relating to a party, including, but not limited to, documents, work-papers, tangible products, business plans, materials, Personal Information (as defined below), product information, including design and pricing information, marketing plans, customer or claimant data or compilations thereof, business records and systems, policies, procedures, workflows, and financial data and plans and any information that would be considered a trade secret under applicable law and all copies of the foregoing; (ii) any other information, whether in tangible or electronic form, or provided orally, regardless of whether such information has been marked or identified by a party as confidential and/or proprietary at the time it is disclosed; except information which: (a) was in the possession of or known to the receiving party prior to receipt from the disclosing party, (b) is or becomes available from public information (other than as a result of prior unauthorized disclosure by the receiving party or any of its representatives), (c) is or becomes available from a third party not known by the receiving party (or its representative, as the case may be) to be under a confidentiality obligation with

regard to such information, or (d) is independently developed by the receiving party.

- b. The parties agree to keep confidential all Confidential Information provided by the disclosing party, and not to use such Confidential Information for any purpose other than as permitted under this Agreement. Without limiting the generality of the foregoing, no party will disclose any Confidential Information to any third party without the prior written consent of the disclosing party; provided, however, that any party may disclose Confidential Information (i) to those of its agents or representatives who need to know the Confidential Information for the purpose of this Agreement and who are informed of the confidential nature of the Confidential Information, and (ii) as and to the extent required by applicable law or regulation or by legal process or requested by any regulatory or administrative body. In the event that such clause (ii) is applicable, the party required or requested to disclose Confidential Information shall give prompt written notice thereof to the other party and shall reasonably cooperate in the disclosing party's efforts to obtain an appropriate remedy to prevent or limit such disclosure.
- c. All Confidential Information provided by a party to the other party shall remain the property of the disclosing party and the receiving party shall not acquire any ownership or other rights to such Confidential Information other than the limited right to use such Confidential Information in accordance with the terms of this Agreement.
- d. All rights to Confidential Information are retained by the disclosing party and the parties agree that Confidential Information will only be used in performance of a party's obligations under this Agreement and that such Confidential Information will not be used or disclosed to any person or entity that does not have a need to know such information for performance under this Agreement. Confidential Information will not be disclosed to any third party without the prior consent of the disclosing party.
- e. At the termination of this Agreement, all Confidential Information shall, at the option of the disclosing party, be either destroyed or returned by the receiving parties.
- f. This paragraph shall survive the termination of this Agreement.

14. **Data Privacy & Security.** Client recognizes that it may have responsibilities under various data protection and privacy laws, including, but not limited to the US Health Insurance Portability and Accountability Act ("HIPAA") and the EU General Data Protection Regulation (GDPR), and will

comply with such applicable obligations with regard to any and all personally identifiable information, personal health information, personal data and/or any and all sensitive, confidential or protected information ("PI") regarding any Member, and/or any individual for whom Company holds such information or for whom Company will provide Services ("Company PI") by executing all other documents required by any applicable data protection or privacy law, including, without limitation, a business associate agreement, data processing agreement, joint controller agreement or any similar required document, and also by doing the following:

- a. only use Company PI as specifically instructed by Client;
- b. place commercially reasonable safeguards in place to ensure that Company PI is safe from disclosure, misuse or theft;
- c. assist Company if Company is asked to respond to any request relating to the privacy of Company PI as a result of this Agreement;
- d. require that any of Client's agents or sub-contractors that have access to, process, or hold any Company PI comply with the provisions of this paragraph;
- e. upon notice from Company or any authorized governmental or regulatory entity, stop and remediate any unauthorized processing of Company PI; and
- f. provide immediate notice to Company if Client can no longer comply with the provisions of this paragraph.

Client represents that it is an authorized representative for the Members, and on behalf of all Members, agrees to the processing of personal information, including for customer service and marketing communications, in accordance with Company's Privacy Policy (<https://www.imglobal.com/legal/privacy-policy>).

15. Intellectual Property. All trademarks, trade names, copyrighted materials, service marks, logos, names, or other intellectual property rights vested in Company or Client, or any of their subsidiaries or affiliates, shall remain the exclusive property of that party and shall not be appropriated nor used outside without a written licensing agreement between the parties specifying exactly how the other party may use its intellectual property. At all times, the control of trademarks, trade names, copyrighted materials, service marks, logos, names or any other intellectual property shall reside with its owner.

16. Indemnification. Each party covenants and agrees to be responsible for liability caused by its actions or the actions of its agents, representatives, subsidiaries or affiliates, and all their respective officers, directors, employees, attorneys, and insurers, as applicable, and shall indemnify, defend, save and hold the other party harmless from any and all liability, loss,

costs, charges, penalties, obligations, expenses, attorneys' fees, judgments, damages, claims and demands of any kind whatsoever in connection with, arising out of, or by any reason related to its business or its actions pursuant to this Agreement.

17. Governing Law. This Agreement shall be governed and construed in all respects and the rights of the parties hereto shall be determined in accordance with the laws of the State of Indiana.

18. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

19. Compliance with Laws. In performing their respective obligations hereunder, each party shall comply with all applicable international, federal, state and municipal laws, ordinances, rules, regulations and requirements. The Company shall not provide services or pay any amount hereafter to the extent that the provision of such service or payment would expose the Company to any sanction, prohibition or restriction under any applicable international economic or financial sanctions legislation; Further, Client represents and warrants that it is in good standing and possesses any and all licenses, permissions, and/or certifications that Client is required to hold.

20. Attorneys' Fees. In the event either party determines it necessary to employ an attorney to enforce its rights pursuant to this Agreement, whether or not a claim, suit or arbitration is commenced, the defaulting party shall reimburse the non-defaulting party for its reasonable attorneys' fees, court costs and other expenses related thereto.

21. Warranties and Limitation of Liability. Except as expressly set forth in this Agreement, neither party makes any other warranty, express or implied, including without limitation any implied warranties of merchantability or fitness for a particular purpose with regard to the Services. Further, Company shall not be liable for any indirect, special, and/or consequential damages arising out of or in connection with this Agreement and the total liability of Company in contract, tort or otherwise arising from or relating to this Agreement will be limited to the annual fees actually paid by Client to Company. It is understood that the Services provided by Company hereunder involve, in most cases, the arrangement and coordination of assistance services and health care services which are furnished by independent providers ("Providers"), who are neither employees of the Company, nor otherwise subject to the Company's direction and control. Accordingly, Company makes no warranty, express or implied, with respect to any services provided by a third party or Provider and shall not be liable with respect to any act or failure to act by any such third party or Provider in connection with or arising out of Company's provision of any Services performed for or on the behalf of a Member. Company

is not responsible and shall not be liable for any wrongful act or omission of any Provider. This paragraph shall survive the termination of this Agreement.

22. Severability. If any provision of this Agreement is declared by any court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and to the extent possible, this Agreement shall be construed and enforced as if such provisions never had been a part of this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid or enforceable.

23. Headings. The headings of the several articles of this Agreement are inserted herein for convenience only and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

24. Construction. This Agreement and any exhibits hereto shall be construed without the aid of any rule of law requiring interpretation against the party drafting or causing the drafting of the Agreement or any portions of the Agreement.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year of purchase.

By electronically accepting this agreement, Client acknowledges and agrees to the processing of Members' personal information pursuant to Paragraph 12 above, including for customer service and marketing communications, in accordance with Company's Privacy Policy (<https://www.imglobal.com/legal/privacy-policy>).

Exhibit A

Company offers the following Services pursuant to the Agreement. Client agrees to and incorporates by reference each of the following Schedules that correspond with the Services it has elected.

Schedule A-1 – Medical Transport

DESCRIPTION OF MEDICAL TRANSPORT SERVICES. Subject to this Agreement, Company shall provide the following services when a Member incurs a Sickness or Injury, or otherwise is eligible for medical transport services as described hereunder, during the course of a Trip.

1.

(a) Definitions

“Dependent Children” means a Member’s natural child, adopted child (including a child from the date of placement with the adopting parents until the legal adoption) or step-child (including the child of a Domestic Partner) and who, in each case, is under age 26 and supported by the Member. A Dependent Child who reaches the age limit but continues to meet the following conditions: 1) the child is handicapped, 2) is not capable of self-support and 3) depends mainly on the Member for support and maintenance.

“Domestic Partner” means each of two people, one of whom is a Member, are of the same or opposite sex and have a mutually dependent relationship so that each has an insurable interest in the life of the other. Each person must be:

1. 18 years of age or older;
2. unmarried;
3. the sole domestic partner of the other;
4. sharing a primary residence with the other; and,
5. not related to the other in a manner that would bar their marriage in the jurisdiction in which they reside.

“Expatriate” means a Member who has primary residence in a country of permanent assignment outside their native country. There is no mileage restriction nor trip length maximum for an Expatriate.

“Family Member” means any of the following: a Member’s legal spouse (or common-law spouse where legal), legal guardian, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew or Domestic Partner.

“Home Country” means the country in which the Member resided before taking their Trip or the country in which they hold a valid passport.

“Hospital” means (a) a place which is licensed or recognized as a general hospital by the proper authority of the state or legal jurisdiction in which it is located; (b) a place

operated for the care and treatment of resident inpatients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility; or (c) a place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals. Not included is a hospital or institution licensed or used principally: (1) for the treatment or care of drug addicts or alcoholics; or (2) as a clinic continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

“Hospitalization/Hospitalized” means being admitted as an inpatient after your initial visit in the emergency room.

“Host Country” means any country in which the Member is traveling while covered under the Policy.

“Illness” means a sudden and unexpected sickness that manifests itself during your Membership Period and which requires Hospitalization.

“Injury” means an identifiable accidental injury caused by a sudden, unexpected, unusual, specific event that occurs during your Membership Period and which requires Hospitalization.

“Legally Qualified Physician” means a physician or dentist (a) other than a Member, a Traveling Companion or a Family Member of the Member; (b) practicing within the scope of his or her license; and (c) recognized as a physician in the place where the services are rendered.

“Long Term Traveler” means a Member who is traveling more than 100 miles from their primary residence, unless in a foreign country, for trips longer than 180 days, but less than 365 days.

“Member” means person who is enrolled for services hereunder.

“Primary Residence” means the location in which the Member resided within their Home Country prior to their Trip.

“Scheduled Departure Date” means the date on which the Member is originally scheduled to leave on their Trip.

“Short Term Traveler” means a Member who is traveling more than 100 miles from their primary residence, unless in a foreign country, for trips 180 days or less

“Traveling Companion” means any individual traveling on the same itinerary and accompanying you on your trip for more than 50% of the time sharing the same accommodations.

“Trip” means any group package arranged by Client’s Meeting & Incentive division including group tours or cruises for which a Member and, if applicable, Dependents are traveling more than 100 miles from his or her permanent place of residence, unless in a foreign country or a defined Expatriate. The Trip shall begin on the Member’s departure and shall end on the earliest of the following:

- 1) The date the Member returns to his or her permanent residence (except as defined as an Expatriate); or
- 2) The date the Trip exceeds 180 days (except as defined as Long Term Traveler or Expatriate).

“Vehicle” means a ground vehicle such as a car, truck, van, travel trailer or motor home operated by a Member.

(b) Services For Emergency Medical Evacuation:

If Company determines after consultation with the local attending Legally Qualified Physician that transportation to a Hospital or medical facility is Medically Necessary to treat an unforeseen sickness or injury which is acute or life threatening, and adequate Medical Treatment is not available in the immediate area, Company will coordinate and provide for transportation to the closest Hospital or medical facility capable of providing that treatment.

(c) Services For Medical Repatriation:

1. If Company determines after consultation with the local attending Legally Qualified Physician that it is Medically Necessary for a Member to return to his or her place of permanent residence. Company will coordinate and provide for transportation to return the Member to his or her permanent residence via:

A. one-way Economy Transportation; or

B. commercial upgrade based on a Member’s condition as recommended by the local attending Legally Qualified Physician and approved by Company.

2. If Company determines after consultation with the local attending Legally Qualified Physician that it is Medically Necessary for a Member to return to his or her place of permanent residence for continued treatment of an unforeseen sickness or injury which is acute or life-threatening, Company will coordinate and provide for transportation to transport the Member to a Hospital or medical facility in the Member's permanent place of residence capable of providing that treatment.

(d) Repatriation of Remains: In the event of a Member’s death while traveling, Company will coordinate and provide for the preparation and transportation of the Member’s remains to his or her place of residence or to the place of burial.

(e) Visit of a Family Member or Friend: In the event a Member is traveling alone and is hospitalized due to an unforeseen Sickness or Injury which is acute or life-

threatening and an Emergency Evacuation or Repatriation is not imminent or the Member dies while on the Trip, upon Company's determination, Company will coordinate and provide a round-trip economy airfare ticket to bring a person of the Member's choice to the Member's location. This is not available to an Expatriate who is within 100 miles of their primary residence in their country of permanent assignment.

(f) Return of Dependent Children: If, while traveling, Dependent Children of a Member are left unattended as a result of a Member's hospitalization due to an unforeseen Sickness or Injury which is acute or life-threatening, Company will coordinate and provide transportation to return the Member's Dependent Children to either the Member's Home or their own Home. If needed, Company will coordinate and provide the services of a qualified escort to accompany the Dependent Children. This is not available to an Expatriate who is within 100 miles of their primary residence in their country of permanent assignment.

(g) Return of Traveling Companion: If a Member is hospitalized due to an unforeseen Sickness or Injury which is acute or life-threatening, Company will coordinate and provide a one-way economy airfare ticket for one of the Member's Traveling Companions to accompany the Member on the Member's Medical Evacuation or Medical Repatriation trip to their Home or medical facility near their Home. This is not available to an Expatriate who is within 100 miles of their primary residence in their country of permanent assignment.

(h) Vehicle Return: If, while traveling a Member is Medically Evacuated, Medically Repatriated or their remains are returned Company will coordinate and provide for the return of the Member's Unattended Vehicle to the Member's Home or place of rental. The Member's Vehicle must be in good condition and capable of being safely driven on the highway in compliance with local laws. Any costs required to maintain the safe operation of the vehicle(s) during the return will be the responsibility of the Member. The request for the Vehicle Return service must occur at the time of the Member's Medical Evacuation, Medical Repatriation or Return of Remains.

(i) Dispatch of a Physician: If the local attending Legally Qualified Physician and Company cannot adequately assess the Member's need for Medical Evacuation and Transportation, Company will coordinate, dispatch and provide for a Physician to assist in the assessment.

2. CLIENT'S OBLIGATIONS AND ACKNOWLEDGEMENTS. Client acknowledges and agrees to the following obligations and the conditions precedent to Company's duties under this Schedule.

- a. Company shall not be liable in any way for any expenses or damages caused by the diversion of an aircraft, including but not limited to any expenses or damages incurred when a diverted aircraft is forced to land in an unexpected location or jurisdiction.
- b. If Client or any Member cancels any requested Medical Transport Services, Client shall be liable for all fees, expenses and disbursements

made by Company on behalf of the Client or as part of Company's performance of this Agreement up to the time of cancellation.

- c. If Company or some other authority cancels the transfer due to the condition of the Member, including but not limited to the Member's fitness to fly, Client shall be responsible to pay all fees, charges, disbursements and expenses earned, levied or incurred by Company.
- d. If the transfer is delayed or cancelled for any reason beyond Company's control, Client shall be responsible to pay all fees, charges, disbursements and expenses earned, levied or incurred by Company.

3. COMPANY'S OBLIGATIONS AND ACKNOWLEDGEMENTS.

- a. Company shall use commercially reasonable efforts to:
 - i. ensure a complete and thorough assessment of the Member at the earliest opportunity according to company protocols;
 - ii. respond to relevant changes of the Member's condition throughout the medical transport using reasonable care in conformity with appropriate medical standards of care;
 - iii. apply its professional principles of patient confidentiality to this role and comply with all laws, rules and regulations regarding data protection, and adhere to all Company practices regarding data protection and confidentiality;
 - iv. complete and file all repatriation documentation;
 - v. only accept cases that it reasonably believes are within its scope of practice and reserves the right to reject any case for any reason;
 - vi. undertake and document a full pre-flight assessment of the Member using an evidence-based approach, liaising with the treating team in-country as appropriate considering individual needs and proposed itinerary;
 - vii. conduct a pre-flight assessment at the earliest reasonable opportunity once the Company arrives in-country;
 - viii. monitor the Member throughout the repatriation period and adjust care and therapeutic interventions within its clinicians' range of skills and competencies;
 - ix. ensure that appropriate documentation is provided to any required recipient, while maintaining required confidentiality at all times;

- x. identify the other agencies involved in the repatriation as necessary to provide the appropriate care to the Member (such as travel underwriter, assistance companies, agents, airlines, ground transport agencies); and
 - xi. administer treatment and medicines within professional conduct standards and national protocols and procedures.
- b. Company must agree with any repatriation plan at all times and shall represent the reasonable needs of the Member. Company reserves the right to modify or cancel the repatriation plan if the repatriation plan is unsafe or if the Member's condition has changed.
 - c. Company's transferring team reserves the right to cancel, delay, modify or take any action regarding the evacuation or repatriation plan, regardless of any previous assessments of the patient's or evacuee's fitness to fly made by any other party.
 - d. All flights within the Scope of Services shall be arranged through Company's travel provider and no one else.
 - e. The company's transferring team shall make the ultimate decision whether to transfer a patient and reserves the right to cancel, delay, modify or take any action regarding the evacuation or repatriation plan, regardless of any previous assessments of the patient's or evacuee's fitness to fly made by any other party.

4. LIMITATIONS; EXCLUSIONS Services are not available to the traveler for Sickness, Injuries or losses resulting from:

- a. Transportations not coordinated by Company. (Company will not be responsible for medical transportations that they did not coordinate.)
- b. normal childbirth, normal pregnancy (except complications of pregnancy) or voluntary induced abortion; or
- c. a Member's mental or nervous condition, unless hospitalized; or
- d. traveling against the advice of a physician; or
- e. traveling for the purposes of securing medical treatment
- f. active participation in war and/or terrorism
- g. a Level 4 Travel Advisory has been issued for the destination country of the Member by the U.S. Center for Disease Control or the U.S. State Department prior to the Member's scheduled departure date.
- h. Medical expenses incurred in connection with any Services under this Agreement unless otherwise specified. (If Client wishes for Company to pay medical expenses, Company will require authorization in writing and payment within 10 days of invoice.)
- i. Services are not available to the extent they would expose IMG or any of its insurers to any sanction, prohibition or restriction under U.N. resolutions or the trade or economic sanctions, laws or regulations of the E.U., U.K., or U.S.A.

5. PRICING AND PAYMENT

- a. See Exhibit B – Pricing. All third-party costs and expenses for Medical Transport Services not provided by the Company or its insurers is to be borne exclusively by Client.

Schedule A-2 – Security Assistance

1. **Description of Security Assistance Services.** Subject to this Agreement, Company shall provide the following services when requested by Client:

(a) Definitions

“Emergency Political Evacuation/Repatriation” is an evacuation for the following reasons:

1. Officials of the foreign country or the embassy of the country with which the Member is a national has issued for reasons other than medical, a recommendation that categories of persons which include the Member should leave the foreign country; and/or
2. The Member is being expelled or declared persona non-grata on the written authority of the recognized government of the foreign country; and/or
3. The political and military events in the foreign country has created a situation in which the Member is in danger of imminent bodily harm to the extent that the Member must be removed from the foreign country; and
4. The Member cannot obtain commercial transportation to the nearest safe location within a time period which will enable the Member to leave the foreign country in time to avert imminent bodily harm or to comply with the time allowed to leave the foreign country pursuant to the orders of the recognized government of that foreign country.

“Natural Disaster Situation” means an event occurring directly out of an event of natural cause, including wildfire, earthquake, windborne dust or sand, volcanic eruption, tsunami, snow, rain or wind, that results in widespread and severe damage such that the government of the host country issues an official disaster declaration and determines the affected area to be uninhabitable. Natural Disaster does not include the direct or indirect effect of rain, wind or water associated with named storms meeting the definition of hurricane or typhoon, except in instances where:

- a. the path of the named storm deviates by a distance of greater than 200 miles within a 72-hour period from the path forecast by a national recognized meteorological service; or
- b. less than 72 advance hours’ notice of a potential landfall for a named storm exists.

In no event, shall a Natural Disaster be deemed to apply to a marine vessel, ship or watercraft of any kind.

(b) Security Services

1. Emergency Political Evacuation/Repatriation. In the event of a threatening security or political emergency situation due to governmental or social upheaval

at the Member's location Company will coordinate and provide transportation, and up to \$20,000 for security case management fees, to remove the Member from the area. Emergency Political Evacuation/Repatriation services are provided by Company security personnel to the nearest safe location and then to the Member's Primary Home if needed. The decision to Emergency Political Evacuate/Repatriate will be made by Company security personnel in consultation with local governments and security analysts.

In the event a Member is in an area in which an act of rebellion, riot, military uprising, war, terrorism, labor disturbance, strike, nuclear accident, or interference by authorities inhibits Company's ability to fully provide services, Company shall nonetheless use its best efforts to provide its services, recognizing that obstacles beyond its control will affect the level of service. Company cannot be held responsible for failure to provide services or for delays caused by strikes or other conditions beyond its control including, but not limited to, flight conditions, or where rendering of service is prohibited by local laws or regulatory agencies.

Company retains the discretion to limit one (1) emergency evacuation and or repatriation attributable to any single political emergency situation.

2. Natural Disaster Evacuation. In the event of a Natural Disaster Situation, Company will, on a best-effort basis, coordinate and provide transportation and security case management for a Member's evacuation from a safe departure point we designate to a safe haven of our selection. If evacuation becomes impractical due to hostile or dangerous conditions, Company will maintain contact with the Member and advise the Member until evacuation becomes viable or the Natural Disaster Situation has passed.

Company will only coordinate and arrange for a Natural Disaster Situation evacuation up to and including seven (7) days from the date of the official disaster declaration issued.

2. RULES AND REGULATIONS

A. Services for any type of evacuation are only available if Company approves and coordinates the transport.

B. Services are not available to the Member for Sickness, Injuries or losses resulting directly or indirectly from:

1. nuclear reaction, nuclear radiation or radioactive contamination however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused; or

2. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or any act of terrorism. An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons,

whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. This also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any of the above; or

3. any action taken in controlling, preventing or suppressing any utilisation of Nuclear, Chemical or Biological weapons of mass destruction.

4. For the purpose of paragraph 3 above:

- a. Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
- b. Utilisation of Chemical weapons of mass destruction means emission, discharge, dispersal, release or escape of any solid, liquid, or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- c. Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

5. a Member's Home or Host Country that has been declared Level 4 Travel Advisory by the U.S. State Department prior to the Member's Scheduled Departure Date

6. a Member's medical claim, including but not limited to a communicable disease, will be excluded from the Political/Natural Disaster coverage.

7. Notwithstanding anything in this section B to the contrary, Services under this Schedule B-3 shall be available to a Member provided that the Member is not actively participating in either (1) war and/or (2) terrorism, as described herein.

C. Services are not available to the extent that the provision of Services would expose Company or any of its insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

3. Pricing and Payment

a. See Exhibit B – Pricing.

Exhibit B – PRICING

Category of Services	Schedule	Price
Medical Transport	Schedule A-1	Included in daily fee section below.
Security Assistance	Schedule A-2	Included in the daily fee section below

Daily Fee. A daily fee in the amount of \$0.10 shall be due and payable at the point of purchase. Fees after the first year shall be subject to then-current rates upon each renewal. If for any reason utilization increases unexpectedly, Company reserves the right to make reasonable modifications or adjustments to the Agreement or to seek any and all remedies available under law, after notice to the Client.

Medical Transport Service	Service Maximum
Emergency Evacuation	\$500,000 Combined Single Limit (CSL)
Medically Necessary Repatriation	Included in CSL
Repatriation of Remains	Included in CSL
Visit of a Family Member or Friend	Included in CSL
Return of Travel Companion	Included in CSL
Return of Dependent Child(ren)	Included in CSL
Dispatch of Physician	\$2,500
Vehicle Return Services	\$1,000

Medical Transport Services Maximum; Subrogation

The cost of Medical Transport Services provided by Company that Client is eligible for pursuant to this Agreement shall be limited to \$500,000 Combined Single Limit per person, per trip (“Service Maximum”) during the Term. Any costs in excess of the Service Maximum shall be the sole responsibility of Client. Any such excess costs shall be paid at the time the Services are rendered, or in Company’s sole discretion, will be invoiced to Client and paid by Client in accordance with the terms of this Agreement. Prior to Company providing Services with costs in excess to the Service Maximum, Company shall notify Client of the approximate excess costs and Client shall approve and pay such costs. If Client fails to approve and pay such excess costs, Company shall not be obligated to provide the Services which incur such excess costs.

Security Assistance Fee is included in the per Member, per month rate. Eligible expenses are solely and reasonably determined by Company. Arrangement will be by the most appropriate and economical means available and consistent with health and safety. All transportation and arrangements must be validated and pre-approved by Company. No claims for reimbursements will be accepted. Food, lodging, and incidental expenses at the safe haven are not included. Should the U.S. Government intervene and provide for evacuation services, this action will supersede any paid evacuation

service.

Security Assistance Services Maximum; Subrogation. The cost of Security Evacuation Services provided by Company that Member is eligible for pursuant to this Agreement shall be limited to \$1,000,000 in the aggregate during the Term ("Service Maximum"). Notwithstanding the foregoing, the Service Maximum shall be subject to a per-traveling-Member limitation of \$100,000. Any costs in excess of the Service Maximum (aggregate and/or per-traveling Member) shall be the sole responsibility of Member or their employer. Any such excess costs shall be paid at the time the Services are rendered, or in Company's sole discretion, will be invoiced to Member or their employer and paid by Member or their employer in accordance with the terms of this Agreement. Prior to Company providing Services with costs in excess to the Service Maximum (aggregate and/or per traveling Member), Company shall notify Member or their employer of the approximate excess costs and Member or their employer shall approve and pay such costs. If Member or their employer fails to approve and pay such excess costs, Company shall not be obligated to provide the Services which incur such excess costs.

Case Fees are included for Security Services (as applicable) up to four (4) days (\$16,000 first and second day, \$5,500 third and fourth day) for coordination of political, security, and natural disaster (as determined by Company). Each additional day shall be the sole responsibility of Client at \$5,500 per day or Security Provider's current rate.

Case Fee Services Maximum; Subrogation. The cost of Case Fees provided by Company that Member is eligible for pursuant to this Agreement shall be limited to \$27,000 ("Service Maximum"). Any costs in excess of the Service Maximum shall be the sole responsibility of Member or their employer. Any such excess costs shall be paid at the time the Services are rendered, or in Company's sole discretion, will be invoiced to Member or their employer and paid by Member or their employer in accordance with the terms of this Agreement. Prior to Company providing Services with costs in excess to the Service Maximum, Company shall notify Member or their employer of the approximate excess costs and Member or their employer shall approve and pay such costs. If Member or their employer fails to approve and pay such excess costs, Company shall not be obligated to provide the Services which incur such excess costs.