

**GLOBAL RESCUE LLC  
MEMBER SERVICES AGREEMENT**

**IMPORTANT – PLEASE MAKE SURE YOU READ CAREFULLY AND FULLY UNDERSTAND THIS DOCUMENT, ESPECIALLY THE CONDITIONS, EXCLUSIONS, AND LIMITATIONS.**

This Member Services Agreement (this “Agreement”) is a legal agreement between you (an individual) and Global Rescue LLC (“GR”). GR reserves the right to reject any Application in its sole discretion, in which case this Agreement shall be null and void.

By clicking on the button that states “**I have read and understand the Member Services Agreement on this website**”, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

### **1. Definitions.**

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

“Home Address” – Shall have the meaning set forth in the on-line enrollment application.

“Hospitalized” – Admission to a medical facility on a continuous, in-patient basis or, if member is suffering from an illness or injury which, in GR’s sole discretion, is sufficiently serious to warrant in-patient hospitalization if no facility is reasonably available.

“Member” –The individuals named in the on-line enrollment application that have paid the appropriate membership fees.

“Term” – Shall have the meaning of the term specified in the on-line application form located on GR’s website.

“Traveling Member” – Shall have the meaning set forth in section 2.1 of this Agreement.

### **2. Services.**

IF A MEMBER EXPERIENCES AN EMERGENCY OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, A MEDICAL OR SECURITY EMERGENCY, THE MEMBER SHOULD CALL 911, OTHER LOCAL 911 EQUIVALENT.

**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 mode of communication, in GR’s sole discretion, at the request of any Member while such Member is more than 160 miles away from the Home Address (a “Traveling Member”). The health information services provided through the Program shall not establish diagnosis, treatment or a physician-patient relationship.

#### **2.2 Medical Transport Services.**

2.2.1 To the extent permitted by law and subject to the conditions, exclusions, and limitations of Section 2.2.2, GR will arrange, and pay all necessary and ordinary expenses for, air and/or surface transport to the hospital of such Member’s choosing, located within the United States, for a Traveling Member who is Hospitalized.

2.2.2 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 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) both the admitting and receiving hospital are not reasonably accessible; (ii) the Traveling Member is located in a region that is not safely accessible; (iii) the Traveling Member has a contagious infectious disease; (iv) the Traveling Member’s primary diagnosis is psychiatric in nature; (v) the Traveling Member’s condition is self-inflicted; (vi) the Traveling Member has committed a criminal act; (vii) the Traveling Member was on an organ transplant list at the time such Member embarked on his or her trip and such transport is related to such transplant; (viii) the Traveling Member is Hospitalized due to circumstances that were diagnosed or treated within forty-five (45) days prior to the term of this Agreement, or for which symptoms existed which would cause an ordinarily prudent person to seek such diagnosis or treatment; (ix) the Traveling Member’s condition occurred while or resulted from an act of declared or undeclared war, invasion, armed conflict, police action, civil disorder, nuclear reaction or radioactive contamination (x) the Traveling Member is in a country that is listed on the United States State Department “Travel Warning List,” (xi) the traveling Member is hospitalized due to the use of drugs or intoxicants (unless prescribed by a physician), (xii) the Traveling Member cannot be transported safely ; OR (xiii) the Traveling Member is traveling against the advice of a Physician, while waiting for treatment, or is traveling for the purpose of obtaining medical treatment.

**2.3 Medical Locator Services.** GR will make reasonable efforts to provide a Traveling Member with names, addresses and telephone numbers for local hospitals, clinics, medical practitioners and/or physicians. GR’s services shall not constitute an endorsement of any medical facility or practitioner. THE FINAL SELECTION OF AND PAYMENT FOR ANY SUCH TREATMENT PROVIDER SHALL BE THE SOLE RESPONSIBILITY OF THE TRAVELING MEMBER.

**2.4 Legal Locator Services.** GR will make reasonable efforts to provide a Traveling Member with names, addresses and telephone numbers for local lawyers and/or other legal professionals. GR’s services shall not constitute an endorsement of any such lawyer or legal professional. THE FINAL SELECTION OF AND PAYMENT FOR ANY SUCH LEGAL PROFESSIONAL SHALL BE THE SOLE RESPONSIBILITY OF THE TRAVELING MEMBER.

**2.5 Transport of Mortal Remains Services.**

2.5.1 To the extent permitted by law and subject to Section 2.2.2 and upon a 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 United States. GR reserves the right to determine the mode of transport.

**2.6 Transport of Medication and Medical Supplies.** To the extent practicable and permitted by law, GR will arrange, at the expense of the Member, for the dispatch of medication and other medical supplies.

**2.7 Telephonic Interpretation Services.** GR will make reasonable efforts to arrange for and provide telephonic translation services. If a Traveling Member requires the presence of an interpreter or other customized services, such services will be at such Traveling Member's sole expense.

**2.8 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. THE FINAL SELECTION OF AND PAYMENT FOR ANY SUCH SECURITY SERVICES SHALL BE THE SOLE RESPONSIBILITY OF THE TRAVELING MEMBER.

**2.9 Passport & Visa Services.** GR will make reasonable efforts to assist such Traveling Member in obtaining replacement U.S. passport and U.S. VISA documents from U.S. authorities. THE FINAL SELECTION AND PAYMENT FOR ANY SUCH SERVICES SHALL BE THE SOLE RESPONSIBILITY OF THE TRAVELING MEMBER.

**2.10 Emergency Message Relay.** To the extent permitted by law, at the request of a Traveling Member, GR will make reasonable efforts to relay messages to such Traveling Member's family. GR shall use means reasonably available to ensure transmission of such messages.

**2.11 Transport of Medical Records, Documents and Studies.** To the extent practicable and permitted by law, GR will 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 transport occurs in connection with GR providing transport services to the Traveling Member, GR shall be responsible for the cost of the transport, otherwise the Traveling Member shall be responsible.

**2.12 Services Maximum.** The cost to GR of the services provided pursuant to this Agreement shall be limited to \$500,000 per Member during the Term.

**3. Payment.** All membership fees are due and payable on or before the commencement of the Term (as defined herein).

**4. Term.** The term (the "Term") of this Agreement shall be as set forth on the Application.

**5. 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 CONTACTOR, INCLUDING, WITHOUT LIMITATION, ANY PRODUCTS AND SERVICES DESCRIBED. GR'S MAXIMUM LIABILITY FOR ANY TYPE OF DAMAGES SHALL BE LIMITED TO YOUR MEMBERSHIP FEE.

**6. Indemnity.** 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 Member's actions or the actions of any of such Member's agents or independent contractors.

**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 the Program 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.** The Member authorizes the release to or from GR and any GR Contractor or Member Designated Representative of any and all confidential 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").

**10. Consent to Transport and Treatment.** Member hereby gives consent for the transportation and treatment of Member by GR and/or GR Contractors. Member understands 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. Member consents to the provisions of such medical care and treatment should such care become necessary. Member understands the benefits and risks associated with such transport, care and treatment and hereby consents thereto.

**11. Designated Representative.** Except as provided in Section 2.5.1 of this Agreement, in the event that a Member is unable to make decisions, GR or GR Contractors will attempt to contact the Member's Primary Designated Representative, as set forth below, for purposes of making decisions on behalf of Member in regards to any items or services set forth in this Agreement.

**12. General Exclusions and Prior Approval.** GR shall not be under any obligation to provide any items or services not explicitly set forth herein, including, but not limited to any hospital or medical expenses of any kind or nature.

**13. Publicity; Use of Name.** GR may disclose that Member has agreed to receive services from GR.

**14. Amendment.** GR may amend this Agreement without notice to Member which shall be effective immediately upon posting on GR's website.

**15. Governing Law.** This Agreement shall be governed by the laws of the State of Delaware.

**16. Fraudulent Statement.** Any fraud, misrepresentation or concealment in the statements made by Member shall render this Agreement null and void and all items and services shall be forfeited.