



An AEA Company

SOS Global Traveler

DESCRIPTION OF SERVICES, TERMS & CONDITIONS

The following terms and conditions apply to the SOS Global Traveler membership program (hereafter "the Program") provided by International SOS Assistance, Inc. (hereafter "SOS"):

Definitions

Application means all information provided by the Member for the preparation and administration of the Program.

Country of Assignment means the country of permanent residence outside the Home Country as stated on the application.

Couple means a Member and his/her spouse or life partner.

Expatriate means a Member who is in permanent or temporary residence outside his or her Home Country for periods in excess of ninety (90) consecutive days or more than one hundred eighty (180) days during any twelve (12) month period.

Family means Member, spouse, and dependent children up to the age of 18, or dependent children up to the age of 21 if the child is a full time student or guardian(s) or grandparent(s) traveling with dependent children.

Home Country means the Member's country of citizenship as stated on the Application. For purposes of providing medical evacuation and repatriation services: (1) The Member's immediate family (spouse, dependent children, or life partner) shall be deemed to have the Member's nationality; and (2) in the event of dual nationality, the Member must elect one nationality.

Intervention means all SOS activities related to any Serious Medical Condition that requires urgent medical treatment to avoid death or serious impairment to the Member's health.

Member means the person or persons (spouse, dependent children, or life partner) who are designated as Members on the Application.

Pre-existing Condition means any medical condition for which a Member has received hospital care during the twelve (12) months immediately prior to commencement of the Program, or any medical condition that has been diagnosed or treated by a health care provider, including the prescription of medication, within six (6) months prior to the commencement of membership of the Program.

Reimbursement means any and all payments due to SOS, in addition to the initial or supplemental subscription fees, for payments, advances or guarantees made by SOS on behalf of the Member.

Serious Medical Condition means a condition which in the opinion of an SOS physician requires emergency medical treatment to avoid death or serious impairment to the Member's health. In determining whether a Serious Medical Condition exists, the SOS physician may consider the Member's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

Travelers means Members to whom services will be provided when on a temporary trip, which shall be limited to 90 days, to a destination which is more than 100 miles from home.

SOS GLOBAL MEDICAL MEMBERSHIP

MEDICAL ASSISTANCE

24-Hour Worldwide Medical Information and Assistance

SOS will arrange for the provision of medical advice over the telephone for any Member calling an SOS alarm center who is a Traveler or Expatriate. It must be noted that a telephone conversation, even with the local attending physician, cannot establish diagnosis and must be treated as advice only.

Medical & Dental Referrals

SOS will provide the Member with names, addresses, telephone numbers and if requested by a Member and if available, office hours for physicians,

hospitals, clinics, dentists and dental clinics (collectively called 'Medical Service Providers') within the area where the Member is located. SOS will assist Members with the arrangement and confirmation of appointments with Medical Service Providers, assistance in arranging ground accommodations, post appointment communications and follow up with Members. These recommendations are based upon the best judgment of SOS and its knowledge of the local conditions and availability of medical services at the geographic location involved. SOS does not guarantee the quality of the Medical Service Providers nor shall SOS be liable for any consequences arising out of or caused by the services provided by the Medical Service Providers. The final selection of Medical Service Providers shall be the responsibility of Member.

Dispatch of Medication & Medical Supplies

SOS will, when and where practical and legally permissible, arrange for delivery of medicines, drugs and medical supplies that are medically necessary for a Member's care and/or treatment but which are not available at the Member's location. The Member will be responsible for the cost of the items dispatched and all shipping and handling charges.

Medical Monitoring

SOS will monitor Member's condition if they are hospitalized abroad and will keep the Member's family informed with the agreement of the Member.

Emergency Evacuation (IMPORTANT - Please refer to Exceptions point 2)

SOS will arrange and pay for the ordinary and necessary expense of air and/or surface transportation, medical care during transportation, communications and all usual and customary ancillary charges incurred in moving and transporting a Member to the nearest hospital where appropriate medical care is available, which may be a location other than the Member's Home Country or Country of Assignment. SOS reserves the right, at its sole discretion, to determine whether the Member's medical condition is sufficiently serious to warrant medical evacuation, the location to which the Member will be evacuated and the means or method by which such evacuation or repatriation will be carried out. In making such arrangements, SOS may consider all relevant circumstances including, but not limited to the Member's medical condition, the degree of urgency, the Member's fitness to travel, airport availability, weather conditions and travel distance in determining whether transportation will be provided by private medically equipped aircraft, helicopter, regular scheduled flight, rail or land vehicle. Transportation shall be carried out under constant medical supervision, unless otherwise approved by an SOS physician.

Medically Supervised Repatriation (IMPORTANT - Please refer to Exceptions point 2)

SOS will arrange and pay for the ordinary and necessary expenses to transport the Member to his/her Home Country or Country of Assignment for subsequent in-patient hospitalization or rehabilitative treatment, following a medical evacuation where the Member is transported to a place outside his/her Home Country or Country of Assignment.. SOS reserves the right, at its sole discretion, to determine whether the Member's medical condition is sufficiently serious to warrant medical evacuation, the location to which the Member will be evacuated and the means or method by which such evacuation or repatriation will be carried out. In making such arrangements, SOS may consider all relevant circumstances including, but not limited to the Member's medical condition, the degree of urgency, the Member's fitness to travel, airport availability, weather conditions and travel distance in determining whether transportation will be provided by private medically equipped aircraft, helicopter, regular scheduled flight, rail or land vehicle. Transportation shall be carried out under constant medical supervision, unless otherwise approved by an SOS physician.

Repatriation of Mortal Remains

SOS will arrange and pay for all reasonable and necessary expenses for transporting the Member's mortal remains from the place of death to the Member's Home Country, or, if requested by a family member or legal representative and with SOS' prior written approval, SOS will arrange and pay for the reasonable and necessary expenses for local burial at the place of death outside the Member's Home Country, such expenses not to exceed the cost to repatriate the Member's mortal remains from the place of death to the Member's Home Country.

PERSONAL ASSISTANCE

Legal Referrals

SOS will provide Members with names, addresses, telephone numbers and if requested by a Member and if available, office hours for lawyers or legal

practitioners within the area where the Member is located. These recommendations are based upon the best judgment of SOS and its knowledge of the local conditions and availability of legal services at the geographic location involved. SOS does not guarantee the quality of the legal advice nor shall SOS be liable for any consequences arising out of the services provided by the lawyer or legal practitioner. The final selection of the lawyer or the legal practitioner shall be the responsibility of the Member.

Lost Document Advice & Assistance

SOS will assist Members who have lost important travel documents (e.g. passport, credit cards) by providing instructions for recovery or replacement.

Emergency Message Transmission

SOS will receive and transmit emergency messages between the family and the Member.

Emergency Personal Cash

SOS will provide Members with an emergency cash advance subject to SOS first securing funds from the Member or the Member's family.

Medical Expense Guarantee

SOS will guarantee and pay as agent for the Member all costs associated with a Member's in-patient or out-patient medical care subject to SOS first securing funds from the Member or the Member's family. SOS will monitor and provide medical evaluations of the Member's condition and ongoing medical expenses when hospitalized.

Emergency Translation and Interpreter Services

In the event of an emergency situation, SOS will provide personal telephone translation services and referrals of interpreter services through its alarm center network. A fee is charged if personal presence or customized services are required.

Claims Assistance

SOS will assist Members with coordinating overseas claims procedures with their insurance programs. Note - medical bills should not be sent to SOS, but directly to the insurer, as directed by SOS, to avoid delays in settlement.

TRAVEL ASSISTANCE

Transportation to Join a Hospitalized Member

Following a Member's medical evacuation and with SOS' prior written approval, SOS will arrange and pay for the cost of one economy class round trip airfare for a relative or friend to join a Member who has or will be hospitalized outside his/her Home Country or Country of Assignment for more than seven (7) days.

Accommodation While Visiting Hospitalized Member

SOS will arrange and pay for hotel accommodation for the Member's companion who is visiting the Member while he/she is hospitalized outside his/her Home Country or Country of Assignment for more than seven (7) days (not including personal expenses such as meals, telephone charges and personal services).

Transportation of Minor Children

If a Member has minor children who are left unattended as a result of a Member's injury, illness or medical evacuation, SOS will arrange and pay for the cost of economy class one-way airfares for the transportation of such minor children to the Member's Home Country or Country of Assignment.

Return of Traveling Companion

When a Member is evacuated by SOS and a traveling companion's return air ticket is no longer usable, SOS will arrange and pay for one-way economy air transportation for the companion to the original departure point.

Travel Arrangement After Medical Evacuation

Following a Member's medical evacuation by SOS and with SOS' prior written approval, SOS will arrange and pay for the reasonable and necessary cost for airfare for the Traveler to resume his/her trip and/or return to his/her Home Country or Country of Assignment, or for the Expatriate to return to his/her Country of Assignment.

Emergency Family Travel Arrangements

SOS will coordinate emergency travel arrangements for family members who need to join a hospitalized Member. The costs of travel services are the responsibility of the Member or the family members.

ACCESS TO SOS CLINICS

SOS will provide Members with access to services available at SOS Clinics, subject to the procedures and requirements then in force at each respective SOS Clinic. SOS Clinic contact details are available at the SOS web site: www.internationalsos.com.

ONLINE SERVICES AND INFORMATION

Travel Health Information

SOS will provide Members with travel health information via a password protected Internet website, SOS Destination Reports, which are summary reviews of the health situations in over 170 countries around the world, will be made available to Members through the SOS Global Traveler Portal. The reports provide up-to-date information on health risks, medical care and vaccination requirements. The Portal also provides useful information for travelers with links to world weather conditions, a currency exchange calculator, a directory of Internet cafes around the world, electrical plugs used abroad and translator tool handling 8 languages.

Emergency Record

Each Member shall have the availability of the SOS emergency record through the use of a password protected Internet website so that he/she can store and retrieve emergency contact information, information regarding his/her personal physician, medical history, immunization record, allergies, medications, and other similar information. It shall be the Member's responsibility to update and keep the information contained current. Information will be available to SOS personnel in the event that the Member contacts SOS in an emergency and the information could be of assistance in aiding the Member.

Email Health Alerts

Each Member can sign up to receive the SOS email health alerts concerning travel health information. The service provides Members with the ability to receive up-to-date travel health information via their PC, laptop or wireless device. Health alerts are issued when there is a developing risk that in the opinion of the SOS medical staff may negatively impact travelers visiting a country.

SOS GLOBAL COMPREHENSIVE MEMBERSHIP

All of the membership services described under SOS Global Medical Membership above plus:

TRAVEL SAFETY ASSISTANCE

Travel Safety Assistance is provided solely to Travelers and Expatriates who are traveling or based outside of their Home Country. Travel Safety Assistance Services are not provided to nationals in their own country, except by prior written notification to and consent by SOS. **The cost of any Travel Safety Assistance Services shall be the responsibility of the Member and may require prior payment to SOS via an authorized credit card.**

Travel Safety Information

SOS will provide Members with travel safety information via a password protected Internet website. SOS Travel Safety Reports, which are summary reviews of the security situations in over 170 countries around the world, will be made available to Members through the SOS Global Traveler Portal. The reports provide an overview of the historical and current political situation, a current crime report including the threat to foreigners and up-to-date warnings issued by SOS due to current events.

The Portal also provides travel safety tips about different regions of the world and Internet links to other sources of information such as news media and government agencies.

Personal Locator

Each Member shall have the availability of the SOS personal locator Program and can enroll by entering their travel information through a password protected Internet website. The Member shall be responsible for updating the locator with relevant travel information for each trip. SOS shall store and maintain the Member's locator in a secured computerized database. The Member's locator shall be available 24 hours a day to SOS operational personnel unless otherwise indicated by the Member. By using this service, the Member agrees that SOS may provide the locator to other travel service providers and official authorities involved in the coordination of Member's travel and emergency needs.

Email Safety Alerts

Each Member can sign up to receive SOS email safety alerts concerning travel safety information. The service provides Members with the ability to receive up-to-date travel safety information via their PC, laptop or wireless device. Safety alerts are issued when there is a developing risk that in the opinion of the SOS security staff may negatively impact travelers visiting a country.

Personal Safety Assistance

In the event of the Member experiencing a threat to his/her personal safety, the Member will have access to SOS Alarm Centers for assistance in coordinating various services:

- Assessment of the threat to the Member
- Liaison with embassies and consulates
- Liaison with local authorities
- Emergency cash advance
- Liaison with local legal service providers
- Transmission of emergency messages to family members and other parties
- Changes to travel reservations
- Access to SOS security specialists

SOS will remain in contact with the Member until the threat to his/her personal safety has diminished and he/she may continue his/her journey.

General Provisions

Service Program Limitations

The following limitations shall apply to the services in this Program:

- *Emergency Evacuation, Medically Supervised Repatriation and Repatriation of Mortal Remains*

Maximum of \$1,000,000 per Member per Intervention

- *Transportation to Join a Hospitalized Member*

Maximum of \$2,500 per Member per Intervention

- *Accommodation While Visiting Hospitalized Member*

Maximum of \$2,500 per Member per Intervention

- *Return of Minor Children*

Maximum of \$2,500 per Member per Intervention

- *Return of Traveling Companion*

Maximum of \$2,500 per Member per Intervention

- *Travel Arrangement After Medical Evacuation*

Maximum of \$2,500 per Member per Intervention

Eligibility

- Only those persons designated as Members on the Application shall be eligible for services under the Program.
- SOS shall be obligated to provide services to Members only while they are Travelers or Expatriates as defined herein.
- Membership continues only for the period for which the subscription fee has been paid.
- Members engaged in the performance of any business, trade or profession known to be hazardous, including but not limited to oil and gas, mining and construction, are not eligible for services unless they are designated on the Application as performing such activities and prior written approval has been obtained from SOS.
- Newborn children are covered under the Program after the 45th day from the date of birth subject to the newborn's inclusion on the Application and the Member has paid the applicable subscription fee.

Payment of Subscription Fees and Reimbursements

- All initial and supplemental subscription fees are due and payable on or before the commencement date. SOS shall have no obligation to render services hereunder unless subscription fees have been paid in full.
- Any payments, guarantees or advances made by SOS under the Program on behalf of a Member are made as agent for the Member. SOS may, at its discretion, require a deposit to be furnished by the Member before such services are rendered.
- Subscription fees and Reimbursements are net of any applicable withholding taxes, customs, levies, excise taxes (including without limitation value added tax, goods and services tax, use tax and sales tax) deductions or other similar charges imposed by any jurisdiction or government on SOS or on its services.
- The Member's obligation to pay subscription fees & Reimbursements shall not be contingent on the outcome of any insurance or third party claim.
- Short-term membership fees are not refundable except before the commencement of the membership period; annual membership fees are refundable based on the remaining quarterly portion(s) of the membership.
- Membership programs are not transferable.
- Upon termination, SOS shall continue to render services initiated before the termination date. The Member shall pay for such services in accordance with costs and fees determined by the Intervention.

Exceptions

The following treatment, items, conditions, activities and their related or

consequential expenses are excluded unless SOS has given its prior written approval and the Member has paid the designated fees:

- (1) Any expense incurred as a result of a Pre-existing Condition.
- (2) More than one emergency evacuation and/or repatriation for any single medical condition of a Member during the term of the Program.
- (3) Any cost or expense not expressly covered by the Program and not approved in advance and in writing by SOS and/or not arranged by SOS. This exception shall not apply to emergency medical evacuation from remote or primitive areas when SOS cannot be contacted in advance and delay might reasonably be expected in loss of life or harm to the Member.
- (4) Any event occurring when the Expatriate Member is within the territory of his/her Home Country or when the Traveler Member is within 100 miles from the territory of his/her home in the Home Country or Country of Assignment.
- (5) Any expense for Members who are Travelers or Expatriates, contrary to the advice of a medical practitioner, or for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident, illness or Pre-existing Condition.
- (6) Any expense for medical evacuation or repatriation if the Member is not suffering from a Serious Medical Condition, and/or in the opinion of the SOS physician, the Member can be adequately treated locally, or treatment can be reasonably delayed until the Member returns to his/her Home Country or Country of Assignment.
- (7) Any expense for medical evacuation or repatriation where the Member, in the opinion of the SOS physician, can travel as an ordinary passenger without a medical escort.
- (8) Any treatment or expense related to childbirth, miscarriage or pregnancy. This exception shall not apply to any abnormal pregnancy or vital complication of pregnancy which endangers the life of the mother and/or unborn child during the first twenty-four (24) weeks of pregnancy.
- (9) Any expense related to accident or injury occurring while the Member is engaged in caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, skydiving, parachuting, bungee-jumping, ballooning, hang gliding, deep sea diving utilizing hard helmet with air hose attachments, martial arts, rallying, racing of any kind other than on foot, and any organized sports undertaken on a professional or sponsored basis.
- (10) Any expense incurred for emotional, mental or psychiatric illness.
- (11) Any expense incurred as a result of a self-inflicted injury, suicide, drug addiction or abuse, alcohol abuse, or sexually transmitted diseases.
- (12) Any expense incurred as a result of Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition or disease.
- (13) Any expense related to the Member engaging in any form of aerial flight except as a passenger on a scheduled airline flight; as a passenger on a licensed charter fixed wing aircraft over an established route; or as a passenger traveling on a business related activity in a fixed wing aircraft owned or leased to the Member.
- (14) Any expense related to the Member engaging in the commission of, or the attempt to commit, an unlawful act.
- (15) Any expense related to treatment performed or ordered by a non-registered practitioner not in accordance with the standard medical practice as defined in the country of treatment.
- (16) Any expense incurred as a result of the Member engaging in active service in the armed forces or police of any nation; active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrection.
- (17) Any expense which is a direct result of nuclear reaction or radiation.
- (18) Any expense incurred for or as a result of any activity required from or on a ship or oil-rig platform, or at a similar off-shore location.

SOS, at its sole discretion, will assist Members on a fee-for-service basis for interventions falling under the above Exceptions. SOS reserves the right, at its sole discretion, to request additional financial guarantees or indemnification from the Member prior to rendering such services on a fee for-service basis.

Contract Documents

The Terms and Conditions and Application shall be deemed the Agreement and are incorporated herein by reference.

Indemnification, Limitations and Waivers

In the course of providing services under the Program, SOS may be engaged in ultra-dangerous or hazardous circumstances, emergency situations, high-

risk activities, sudden or unexpected events and occurrences. Given these unusual and difficult circumstances, it is agreed that:

Indemnification

The Members agrees to indemnify, defend and hold SOS, its subsidiaries and affiliates, and their respective directors, officers and employees, harmless from and against any and all claims, suits, actions, proceedings, or liabilities of any kind, including reasonable attorney's fees and expenses, arising out of its wrongful conduct, omission or the fault of its agents, employees or Members.

Force Majeur e

SOS shall not be liable for failure to provide services and/or delays caused by acts of God, strikes, or conditions beyond its control, including but not limited to, flight conditions or situations where the rendering of services is prohibited or delayed by local laws, regulators or regulatory agencies. SOS shall notify the Member of any circumstance likely to cause such failure or delay as soon as reasonably practicable.

Conduct of Other s

The Member waives all claims against SOS for any loss resulting from any advice given, services provided or any acts or omissions of any service provider including, without limitation, providers of medical services, transportation, security personnel or legal services who are referred by SOS unless due to SOS' willful misconduct.

Consequential Damages

In no event shall SOS be liable for any incidental, special, consequential or indirect loss, damages, costs, charges, fees or expenses, including without limitation, loss of profits, loss of income, loss of business or loss of use.

Time Limitation s

Any and all legal actions and claims arising under this Program shall be barred unless written notice thereof is received by SOS within one (1) year of the date of the event giving rise to such action or claim.

Emergency Recor d

The information in the emergency record is a representative summary of the Member's medical history and not a comprehensive compilation thereof. SOS attempts to collect and store accurate information from the Member as provided by them. SOS shall not be responsible for errors or omissions which result from or arise out of inaccurate or incorrect information provided by the Member.

E-Commer ce Policies

SOS shall own and have the exclusive right to all data, documents, and software used or generated by it with respect of the Program and shall have the right to retain copies of any documents provided to it.

Without first obtaining the Member's consent, SOS shall not be permitted to (i) market to or otherwise contact the Member, either electronically or through other media, as a result of their use of SOS's internet site; or (ii) use, sell, or disclose Member-specific information it may have gathered about Members as a result of their use of SOS' internet site to any other party.

Other Limitation s

Any information contained herein or provided by SOS under these services is general in nature and should not be construed as definitive or binding advice. The personal information obtained herein should not be used as a diagnostic tool or as a history and physical by a treating physician or those acting at the treating physician's direction. The medical information is a representative summary of the Member's medical history and not a comprehensive compilation thereof. SOS attempts to collect and store accurate information from the Member as provided. SOS is not responsible for errors or omissions, which result from or arise out of inaccurate or incorrect information provided by the Member. Nor shall SOS be liable or responsible in any way for the provision of advice, services or treatment of a medical nature (whether or not provided negligently or recklessly) by facilities or other providers not directly employed by SOS. SOS recommends that the Member consult with a travel- medicine physician prior to traveling internationally. This Agreement is entered into between the Member and SOS, and is not intended by the parties, nor shall it be construed to, have the effect of creating or conferring any third-party beneficiary status or rights hereunder upon the Member or any other person (including family members) who may be eligible for Services provided under the Program.

Fraudulent Statement

Fraud, misstatement or concealment in the statements made by, for or on behalf of the Member prior to or when effecting this Membership, or any

fraudulent claim hereunder shall render the Membership null and void and all benefits, indemnities and services shall be forfeited.

Authorization

SOS may require Members and their immediate family to give SOS written authorization and releases prior to rendering services under the Program.

Subrogation

SOS shall be subrogated to any right or claim that the Members may have against a third party and which results in the rendering of services by SOS under the Program.

Return to W ork

The Member shall be solely responsible for the decision as to whether or not a Member returns to work.

Amendment

SOS reserves the right in its sole discretion to amend all documents including these Terms and Conditions, with or without notice. Any such amendment shall be effective as to the Member upon thirty (30) days written notice.

Relation ship

The relationship of the parties shall be that of independent contractor and not of employment, partnership, joint venture, unless expressly provided otherwise in the Program. Neither party shall have, nor represent that it has, any right or authority to bind the other to assume or create any obligation or responsibility expressed or implied on behalf of the other or in the other's name unless provided in the Program. The Program is not a contract of insurance nor is SOS an ERISA administrator or fiduciary.

Confidential Information, T rade Secre ts, Trademark s, Copyright s and Other Pr operty Right s

Each party expressly undertakes to retain in confidence all information and trade secrets transmitted by the other party that has been designated as proprietary and/or confidential, or by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use or disclosure of such information or trade secrets except under the terms of the Program, or unless authorized to do so by the disclosing party. SOS shall own and have the exclusive right to all data, documents, intellectual property and software used or generated by it with respect to the Service Program and shall have the right to retain copies of any documents provided to it.

Geogr aphic Scope of Service

The services provided by SOS under this Program are rendered on a world-wide basis, provided that SOS shall be under no obligation to provide the services described to Members located in areas that SOS determines present a risk of war (whether declared or undeclared, civil or other hostilities) or where political conditions make the provision of such services impossible or reasonably impracticable.

Governing Law

This Contract shall be construed and governed by the laws of the Commonwealth of Pennsylvania, United States of America. The venue for all claims and disputes under this Contract, and all lawsuits filed concerning this Contract, shall be maintained in Bucks County, Pennsylvania, USA.

Complete Contr act

It is expressly understood and agreed by the parties that the Application and Terms and Conditions are a final expression of the agreement between the parties. There are no promises, agreements, conditions or understandings, either oral or written, between them other than those that are set forth herein. It is further understood and agreed that, unless otherwise provided, no subsequent alteration, amendment, change or addition to the Program shall be binding upon SOS unless reduced to writing and signed by an authorized representative of SOS.

Heading s

Any headings used in this document are inserted solely for the convenience of reference and shall not constitute a part of this Contract, nor shall they affect its meaning, construction or effect.

Notice

All notices hereunder shall be given to SOS and to Subscriber to the address set forth in the Contract. Facsimile notice and signatures are acceptable under this Contract and shall be effective when received by the addressee.