



## INDIVIDUAL RESIDENT ABROAD PROGRAMME – TERMS & CONDITIONS

The following terms and conditions apply to the Individual Resident Abroad Program (hereafter “the Service Program”) provided by International SOS Pte Ltd (hereafter “Intl.SOS”):

### **Part 1. Definitions**

**Authorized Person** means the person or persons designated by the Member as authorized to act on behalf of the Member under the Service Program. Such authority shall not be effective until such written designation is received by Intl.SOS.

**CDC** means Centers for Disease Control and Prevention.

**Certificate of Subscription** means the Certificate of Subscription or any amendment(s) thereto approved by Intl.SOS identifying the Program, Member, Program Number, commencement date, initial term, Renewal Date, Subscription Fee, and other information as Intl.SOS shall include from time to time. The Certificate of Subscription, which shall be issued upon receipt of the signed Contract and full payment of Subscription Fees, shall form part of this Contract.

**Country of Assignment** means the country of permanent residence outside the Home Country as stated on the Member's Application.

**Epidemic** means a disease that is spreading widely and attacking many persons at the same time as declared by WHO or CDC.

**Expatriate** means a Member who has declared to be on a work-related assignment 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.

**Home Country** means the Member's country of citizenship as stated on the Member's Application. For purposes of providing Medical Evacuation and Repatriation services under the Service Program: (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 Intl.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 main Member and immediate family (spouse, dependent children, or life partner) who are designated as Members on the Certificate of Subscription.

**Membership Fees** means the fees payable by the Subscriber to Intl.SOS for enrolling a Member into the Service Program on a per Member basis, if the Members are charged on a per Member basis or the fees payable by the Subscriber to Intl.SOS for enrolling a group of Members into the Service Program if the Members are charged on a per group of Members basis.

**Member's Application** means all information provided by the Member for the preparation and administration of the Service Program.

**PMIU** means Portable Medical Isolation Unit.

**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 Service 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 this Service Program.

**Reimbursements** mean any and all payments due to Intl.SOS, in addition to the initial or Supplemental Subscription Fees, payments, advances or guarantees made by Intl.SOS on behalf of the Member.

**Renewal Date** means the anniversary of the commencement date of the Service Program as shown on the Certificate of Subscription.

**SARS** means Severe Acute Respiratory Syndrome.

**Sars-Infected Member** means anyone who, in the opinion of a Intl.SOS physician, shows the following symptoms:

- (i) asymptomatic or mild respiratory illness; and
- (ii) moderate respiratory illness, i.e. fever of more than 38 degrees Celsius, cough, shortness of breath, difficulty in breathing, or hypoxia; and
- (iii) radiographic evidence of pneumonia; or
- (iv) respiratory distress syndrome.

**Serious Medical Condition** means a condition which in the opinion of an Intl.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 Intl.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.

**Subscription Fees** means the total Membership Fees payable by the Subscriber to Intl.SOS, based on the number of Members or groups of Members enrolled into the Service Program

**Supplemental Subscription Fees** means additional Subscription Fees payable by the Subscriber to Intl.SOS, as a result of but not limited to the addition of new Members to the Service Program.

**WHO** means World Health Organization.

## **Part 2. Program Commencement**

The Service Program and eligibility for services hereunder shall begin on the commencement date set forth in the Certificate of Subscription and shall remain in effect for the initial term and any renewal thereof as specified in the Certificate of Subscription.

## **Part 3. Medical Evacuation and Repatriation Services:**

### **A. Services provided as part of the Service Program with no additional fees upon request, 24 hours a day, 365 days a year, for any Expatriate calling an Intl.SOS alarm center who suffers a Serious Medical Condition.**

#### **(1.1) Evacuation and Repatriation**

- (a) Intl.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.
- (b) Intl.SOS will arrange and pay for the ordinary and necessary expenses to transport the Member to his/her Home Country or Country of Assignment following a medical evacuation for subsequent in-patient hospitalization or rehabilitative treatment.
- (c) Intl.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, Intl.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 Intl.SOS physician.

#### **(1.2) Direct Repatriation for SARS-infected Members**

- (a) Intl.SOS will use its best endeavours to arrange and pay for the necessary expense of air and/or surface transportation including medical care during transportation, communications and all usual and customary ancillary charges incurred in moving and transporting a SARS-infected Member to the Member's Home Country.
- (b) Intl.SOS will use its best endeavors to transport a conscious SARS-infected Member by a PMIU or any other means if deemed possible and necessary, by road ambulance between isolation hospitals and airports and by air on international flights to the Member's Home Country. The above transportation of a Member will be carried out subject to and in accordance with, but not limited to, the recommendations and guidelines of international agencies such as WHO and CDC, and subject to authorization obtained from all government authorities responsible for Public Health and Civil Aviation in any countries concerned including countries where the aircraft may refuel or fly over to reach its destination applicable at the time of intended transport.
- (c) Notwithstanding 1.2 (a) and (b) of the above-mentioned, Intl.SOS reserves the right, at its sole discretion, to determine whether the Member's medical condition is sufficiently serious to warrant medical evacuation and the degree of urgency to do so.

#### **(2) Companion Ticket**

Following a Member's medical evacuation and with Intl.SOS' prior written approval, Intl.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. Intl.SOS shall not be responsible for the companion's accommodation costs.

#### **(3) Additional Travel Expenses after Medical Evacuation**

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

#### **(4.1) Repatriation of Mortal Remains**

Intl.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 Intl.SOS' prior written approval, Intl.SOS will arrange and pay for the reasonable and

necessary expenses for local burial at the place of death, 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.

**(4.2) Cremation and Repatriation of Mortal Remains for SARS-infected Member**

Intl.SOS will arrange and pay for all reasonable and necessary expenses for the cremation of a SARS-infected Member's mortal remains at the place of death and for the repatriation of the Member's ashes from such location to the Member's Home Country. Such arrangements will be carried out subject to, and in accordance with, but not limited to the recommendations and guidelines of international agencies such as WHO and CDC, as well as regulations imposed by local authorities.

**(5) 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, Intl.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.

**B. Services provided as part of the Service Program with no additional fees upon request, 24 hours a day, 365 days a year, for any Expatriate calling an Intl.SOS alarm center whether or not they suffer a Serious Medical Condition.**

**(1) Emergency & Routine Medical Advice**

Intl.SOS will arrange for the provision of medical advice over the telephone for any Member calling an Intl.SOS alarm center who is an Expatriate.

**(2) Medical & Dental Referrals**

Intl.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. These recommendations are based upon the best judgment of Intl.SOS and its knowledge of the local conditions and availability of medical services at the geographic location involved. Intl.SOS does not guarantee the quality of the Medical Service Providers nor shall Intl.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.

**(3) Out-patient Case Management**

Intl.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.

**C. SARS-related online on-call services provided as part of the Service Program with no additional fees upon request, 24 hours a day, 365 days a year, for any Expatriate calling an Intl.SOS alarm center whether or not they are a SARS-infected Member.**

**(1) SARS Online Guide**

Intl.SOS shall make available a dedicated SARS Online guide which can be found in Intl.SOS website under the heading of "Information on Sars". Intl.SOS shall send related Medical Alerts as and when there is any significant news or new recommendations on SARS to the Members. By logging onto [http://www.internationalsos.com/members\\_home/SARS/index.cfm?link=Email](http://www.internationalsos.com/members_home/SARS/index.cfm?link=Email), our Member will be provided with detailed information on SARS and the latest developments in countries with recent local transmission of SARS.

**(2) SARS Enquiries and Information Hotline**

Intl.SOS shall make available a SARS hotline for the purpose of providing its Members with the latest information on SARS based on published sources from international agencies such as WHO and CDC.

The SARS Enquiries and Hotline and SARS Online Guide will benefit an Expatriate with the following :

- (a) information about precautionary measures such as minimising risk exposures to be taken whilst residing in a country with recent local transmission of SARS;
- (b) advisories on risk of infection whilst residing in a country with recent local transmission of SARS;
- (c) advice on local practices amongst general public;
- (d) provision of information on measures and procedures taken by local health authorities such as isolation hospitals.

**D. Services provided as part of the Service Program subject to additional fees and/or Reimbursement. Also see Part 10.**

**Intl.SOS will provide the following services for Expatriate, upon request of the Member's Authorized Person, subject to payment of Intl.SOS' additional fees as required by Intl.SOS:**

**1) Hospital Admittance Deposit Guarantee, Medical Monitoring**

Intl.SOS will guarantee for the Member the hospital admittance deposit of up to US\$ 2,500 required for the admission to a hospital for in-patient medical care, and will monitor and provide the Member's Authorized Person with medical evaluations of the Member's condition. The provision of such a guarantee is subject to Intl.SOS first securing funds from the Member through his/her credit card or from funds from the Member's family members or the Authorized Person.

**(2) Dispatch of Medication & Medical Supplies**

Intl.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 or near the Member's location.

**Part 4. Travel Services:**

Intl.SOS will provide the following travel services, upon request, 24 hours a day, 365 days a year, for any Expatriate calling an Intl.SOS alarm center:

**A. Services provided as part of Service Program with no additional fees.**

**(1) Legal Referrals**

Intl.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 Intl.SOS and its knowledge of the local conditions and availability of legal services at the geographic location involved. Intl.SOS does not guarantee the quality of the legal advice nor shall Intl.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.

**(2) Emergency Message Transmission**

Intl.SOS will use its best efforts to receive and transmit emergency messages between Members and their family.

**(3) Emergency Translation and Interpreter Services**

In the event of an emergency situation, Intl.SOS will provide personal telephone translation services and referrals of interpreter services through its alarm center network.

**(4) Lost Document Advice & Assistance**

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

**D. Services provided as part of the Service Program subject to additional fees and/or Reimbursement. Also see Part 10.**

Intl.SOS will provide the following services for Members, upon request of the Member's Authorized Person, subject to payment of Intl.SOS' additional fees as required by Intl.SOS.

**(1) Arrange Ground Transportation and Accommodation for Accompanying Family Members**

Intl.SOS will coordinate emergency travel arrangements for family members who accompany a hospitalized Member.

**(2) Special Translation and Interpreter Services**

Upon the Member's written request, Intl.SOS will provide on-site interpreters and/or customized interpreter services at the Member's sole costs and expenses.

**Part 5. Access to Intl.SOS Clinics**

Intl.SOS will provide Members with access to services available at Intl.SOS Clinics, subject to the procedures and requirements then in force at each respective Intl.SOS Clinic.

**Part 6. Service Program Limitations**

Intl.SOS' obligation to pay for Medical Evacuation and Repatriation under Part 3 of the Service Program shall be subject to a limitation of US\$ 500,000 per Member per Intervention.

#### **Part 7. Authorization to Provide Services and Reports to the Member**

- A. The Member will provide Intl.SOS with the name and contact information (telephone number, extension, email, and fax) of its Authorized Person who is to be contacted by Intl.SOS in the event a Member requires services hereunder. The Member shall immediately notify Intl.SOS of any changes with respect to its Authorized Person and/or contact information.
- B. Intl.SOS will provide the services described in Parts 3C and 4B only upon the prior written approval of the Member's Authorized Person.
- C. In the event of an Serious Medical Condition, and Intl.SOS cannot reach the Member's Authorized Person after making a reasonable effort to do so, the Member authorizes Intl.SOS to arrange and pay for such services as it deems necessary for the Member's medical benefit.
- D. In the course of providing any of the services described in Parts 3 and 4 above, Intl.SOS will provide to the Member's Authorized Person regular information, evaluation and recommendation regarding the Member's medical and travel status, and relevant financial information relating thereto, subject to the confidentiality requirements of the Service Program.

#### **Part 8. Service Program Eligibility**

- (1) Services are provided to the Expatriates and their designated dependents. Services shall be provided to the expiration of the period for which the fee has been paid.
- (2) The Service Program begins at 12:01 AM on the day following receipt of the Member's Application, or on the effective date of enrollment, whichever is later.
- (3) The Member's Application is documentation of the Member's enrollment in the Service Program. Only Members named on the Member's Application are eligible for services. Intl.SOS must be notified of additions immediately. At renewal, the Member will be ask to confirm the names submitted on the Member Application(s) during the prior year.
- (4) Intl.SOS reserves the right to audit the Member's enrollment status.

#### **Part 9. Eligibility**

- A. Only those persons designated as Members on the Certificate of Subscription or Member's Application shall be eligible for services under the Service Program.
- B. Intl.SOS shall be obligated to provide services to Members only while they are Expatriates as defined herein.
- C. Services shall only be provided for the period for which the Subscription Fee has been paid.
- D. Only those Members who are less than seventy (70) years of age on the commencement date or Renewal Date shall be eligible for services.
- E. 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 Member's Application as performing such activities, prior written approval has been obtained from Intl.SOS and the Member has paid the applicable Supplemental Subscription Fee.
- F. Newborn children are covered under the Service Program after the 45th day from the date of birth, and subject to the newborn's inclusion on the Member's Application and the Member has paid the applicable Supplemental Subscription Fee.

#### **Part 10. Contract Payments, Renewal and Termination.**

##### **A. Payment of Subscription Fees and Reimbursements**

All Subscription and Supplemental Subscription Fees are due and payable on or before the commencement date or Renewal Date. Intl.SOS shall have no obligation to render services hereunder unless and until all fees have been paid in full. During the initial term of the Service Program and any renewal thereof, the Member will be invoiced Subscription Fees on an annual basis, unless otherwise specified herein. All fees are not refundable; including in the event of termination as described in Part 10.C.

Any payments, guarantees or advances made by Intl.SOS under the Service Program on behalf of a Member are subject to Intl.SOS first securing funds from the Member through a credit card or from funds from the Member's family or the Authorized Person. Intl.SOS shall require all funds to be furnished by the Member before such services are rendered.

Unless otherwise agreed in writing, the Member agrees to reimburse Intl.SOS all payments which are due under the Service Program, within fourteen (14) days of presentation of Intl.SOS' invoice. Intl.SOS reserves the right to withhold services if any such charges remain unpaid for a period of fourteen (14) days from the date of invoice. Payments due after fourteen (14) days shall bear interest at twelve percent (12%) per annum plus a collection fee of ten percent (10%) of the amount due.

All 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 Intl.SOS or on its services.

All Member payments shall be made by check or wire transfer as instructed by Intl.SOS.

The Member's obligation to pay all fees and Reimbursements shall not be contingent on the outcome of any insurance or third party claim.

All Membership Fees shall be fixed and firm for a period of one (1) year from the date of commencement of the Services and will not be subjected to any price increase. Thereafter, upon the anniversary of each subsequent year, the fees shall be subjected to a price revision in accordance with the requirements of the programme including but not limited to the changes in population types/volume or country category. It is hereby agreed that the fees for the initial period of one (1) year is the minimum applicable for subsequent periods of the Agreement, including renewals.

#### **B. Renewals**

At the end of the initial term or any renewal thereof, the Service Program will automatically renew for an additional twelve (12) month period, as outlined in Part 1 and Part 2, unless written notice of termination is given by either party at least thirty (30) days prior to the end of the then current term.

#### **C. Termination**

Either party may terminate the Service Program without cause by giving the other party at least sixty (60) days written notice of its intent to do.

Either party may terminate the Service Program in the event of a material breach of these Terms and Conditions and the failure of the defaulting party to cure such breach within fourteen (14) days of receipt of written notice to do so. The date of termination shall be the date specified in the written notice of termination. Non-payment of Subscription Fees shall be considered a material breach after fourteen (14) days from the invoice date.

Upon termination, Intl.SOS shall continue to render services initiated before the termination date. The Member shall pay for such services as required by Intl.SOS.

### **Part 11. Exceptions**

#### **A. The following treatment, items, conditions, activities and their related or consequential expenses are excluded unless Intl.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 Service Program.
- (3) Any cost or expense not expressly covered by the Service Program and not approved in advance and in writing by Intl.SOS and/or not arranged by Intl.SOS. This exception shall not apply to Emergency Medical Evacuation from remote or primitive areas when Intl.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 is within the territory of his/her Home Country.
- (5) Any expense for Members who are 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 Intl.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 Intl.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, 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 or licensed charter aircraft over an established route.
- (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.
- (19) Any expense incurred as a result of any infectious disease that is epidemic in nature, as defined in Part 1 under "Epidemic".

**B. Intl.SOS, at its sole discretion, will assist Members on a fee-for-service basis for interventions falling under the above Exceptions, subject to prior written approval of an Authorized Person. Intl.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.**

## **Part 12. General Conditions**

### **A. Contract Documents**

The Certificate of Subscription and Member's Application shall be deemed a part of this Contract and are incorporated herein by reference. The Certificate of Subscription shall be issued immediately upon receipt of the signed Contract and at the Renewal Date. The Member shall have fourteen (14) days to notify Intl.SOS of any possible corrections needed. After that period the Certificate of Subscription shall be deemed as attached and to be a part of this Contract from inception or renewal.

### **B. Indemnification, Limitations and Waivers**

In the course of providing services under the Service Program, Intl.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:

#### **(1) Indemnification**

Each party to this Contract shall indemnify, defend and hold the other party, 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.

#### **(2) Force Majeure**

Intl.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. Intl.SOS shall notify the Member of any circumstance likely to cause such failure or delay as soon as reasonably practicable.

#### **(3) Conduct of Others**

To the extent permitted by applicable law, the Subscriber and its Members waive all claims against Intl.SOS for any loss resulting from any advice given, services provided or any acts or omissions of any third party service provider including, without limitation, providers of medical services, transportation, security personnel or legal services who are referred by Intl.SOS unless due to Intl.SOS' negligent acts or omissions, or willful misconduct.

#### **(4) Consequential Damages**

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

(5) **PMIU**

Intl.SOS shall not be responsible for any direct, special or consequential loss howsoever arising in connection with or arising out of arranging, supply, functioning or use of a PMIU.

(6) **Time Limitations**

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

**C. Authorization**

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

**D. No Assignment**

This Contract may not be assigned without the prior written approval of Intl.SOS which may be withheld at its sole discretion.

**E. Subrogation**

Intl.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 Intl.SOS under the Service Program.

**F. Return to Work**

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

**G. Amendment**

Intl.SOS reserves the right, at its sole discretion, to amend all Contract documents, including these Terms and Conditions, with or without notice.

**H. Relationship**

The relationship of the parties shall be that of independent contractor and not of employment, partnership, joint venture, unless expressly provided otherwise in the Service 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 Service Program.

**I. Standard Membership Information and Fulfillment Documents**

Intl.SOS will provide the Member with a supply of standard membership cards, brochures and fulfillment material for the eligible Members as identified in the Certificate of Subscription and Member's Application.

**J. Confidential Information, Trade Secrets, Trademarks, Copyrights and Other Property Rights**

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 Service Program, or unless authorized to do so by the disclosing party.

All trademarks, trade names, client lists, copyrighted material and any intellectual property rights vested in either party at the date of or during the term of this Contract, shall remain the exclusive property of the entitled party and shall not be appropriated or used without the prior written consent of that party.

Intl.SOS shall own and have the exclusive right to all data, documents, 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.

**K. Geographic Scope of Service**

The Services provided by Intl.SOS under this agreement are rendered on a worldwide basis. Intl.SOS shall endeavour on a best effort basis to provide the services but any assistance service and Intervention depends upon, and is subject to local and/or international resource availability and must remain within the scope of national and international law and regulations. Intervention may depend on Intl.SOS being able to attain the necessary authorisations issued by the various authorities concerned which is outside of the control or influence of Intl.SOS.

Intl.SOS shall not be required to provide services to the Member(s), who in the sole opinion of Intl.SOS are located in areas which represent conditions such as to make such services impossible, reasonably impracticable or unsafe, including but not limited to geographical remoteness, war risks or political unrest.

**L. Governing Law**

This Agreement shall be construed and governed by the laws of Thailand. Parties agree to submit to the exclusive jurisdiction of the courts of Thailand. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Thailand conducted by the Thai Arbitration Institute in accordance with the Arbitration Act BE 2545 for the time being in force, which is deemed to be incorporated by reference in this Article. The number of arbitrators shall be decided by the parties. The language to be used in the arbitration shall be English. The governing law of this Agreement shall be the substantive law of Thailand.

**M. Complete Contract**

It is expressly understood and agreed by the parties that this Contract, with the Terms and Conditions, Member's Application and Certificate of Subscription attached hereto is a final expression of the agreement between the parties. There are no promises, agreements, conditions or understandings, either oral or written, between the parties 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 Service Program shall be binding upon Intl.SOS unless reduced to writing and signed by an authorized representative of Intl.SOS.

**N. Headings**

Any headings used in this Contract 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.

**O. Notice**

All notices hereunder shall be given to Intl.SOS and to the Member 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.

**CERTIFICATE OF SUBSCRIPTION**

<b>Program:</b>	<b>Individual Resident Abroad Program</b>
<b>Member:</b>	
<b>Program Number:</b>	
<b>Commencement Date:</b>	
<b>Initial Term:</b>	
<b>Renewal Date:</b>	
<b>Initial Subscription Fee:</b>	
<b>Members:</b>	
<b>Service Program Limitations</b>	US\$500,000 per Member per Intervention relating to a Serious Medical Condition

International SOS \_\_\_\_\_, certifies that the above Company is a Subscriber for the above mentioned period.

For and on behalf of  
International SOS Pte Ltd

Name:

Title:

Date: