

ANNUAL ONE WORLD RESCUE MEMBERSHIP PROGRAM BENEFITS & TERMS AND CONDITIONS

1. **Program Terms and Conditions.** By enrolling as a Member, each Member accepts and agrees to these terms and conditions of membership (these “Terms and Conditions”). A membership is valid only after AirMedical Global Assistance d/b/a One World Rescue, an Ohio limited liability company (the “Company”) has received payment in accordance with applicable billing terms. Membership ensures the Member will have no out-of-pocket air medical transportation expenses if flown by the Company pursuant to the terms of the Annual One World Rescue Membership Program (the “Program”) sponsored and operated by the Company.

2. **Air Medical Repatriation.** A member will be eligible for medical transport:

(a) If a Member who is in good standing with the Program has been admitted to a hospital, while traveling more than 150 miles from such Member’s primary United States (and at the Company’s’ sole discretion Canadian) residence, and

(b) it is determined by such Member’s current treating physician and the Company’s medical director that such Member’s medical condition (1) Requires continued hospital based medical treatments (2) is stable enough to allow fixed-wing air transport or commercial flight with medical escort.

Then the Company will provide such Member with an appropriate medical transport via

(A) private fixed-wing air medical transport or,

(B) if appropriate, commercial airline transport with medical escort.

In either case, transport will be arranged to provide a bedside-to-bedside service, to a hospital of Member’s choice (provided that the member has been accepted for treatment at that hospital and the hospital is appropriate to treat the patients’ medical conditions) in the United States or Canada possessions.

3. **Transport of Mortal Remains.** If a Member dies while traveling more than 150 miles from the Member’s residence, at the request of the Member’s family, the Company will arrange for the return of the Member’s mortal remains to a funeral facility in the city of the Member’s residence.

4. **Urgent Call Relay through our 24/7 Communications Center.** Program administrators will be available to relay urgent messages between a traveling Member and his/her family or employer.

5. **Member Eligibility.**

a. Generally. A Member must reside in the United States or, in the Company's sole discretion, Canada. References to "United States" in these Terms and Conditions and the description of benefits means the fifty (50) United States and Puerto Rico, but no other United States territories or possessions. A Member's residence must be listed on the Member's enrollment application. Requests for changes to a Member's residence must be submitted in writing to the Company. Approval by the Company of a Canadian resident Member must be evidenced by the Company's acceptance of an enrollment application clearly identifying the Member as a Canadian resident in a transaction solely governed by United States law. If for any reason the law of another country is found to apply to a membership, then such membership will be void and the Member's sole remedy will be a refund of the membership fee applicable to such membership. Members must be natural persons.

b. Family Plan. A "Family Plan" extends the benefits of the Program to the designated primary Member, a named spouse or partner (a living arrangement in which an unmarried couple lives together in a long-term relationship that resembles marriage) who shares the primary Member's residence and up to five (3) named dependent children up to the age of 21 who share the primary Member's residence. If a birth or legal adoption occurs during the year of a family membership, the new dependent is automatically covered upon the Company's receipt of written notice of same. Subject to Section 7 below, dependent children who are away at school may be included under a family plan if they retain the same residence as the primary Member while attending school.

6. Air Medical Transport.

a. Arrangements. The Company will make all arrangements for each Program air medical transport mission, including timing of the transport, type of aircraft, etc. This Program provides pre-paid medical transportation and is not an insurance plan. Under no circumstances will the Company be liable to any Member for the reimbursement of medical, medical transport or related expenses they incur on their own.

b. Operational Control; Security. The Company or a pre-approved third-party Part 135 operator, as applicable, shall be in operational control of each Program flight and its pilots shall be in command of the aircraft at all times. Notwithstanding anything contained herein to the contrary, final decisions on conduct of a flight and on passengers, baggage and behavior on board will rest with the pilots. Applicable security regulations will be enforced, including the requirement that all passengers appearing to be eighteen (18) years old or older have a satisfactory government-issued photo ID. No such passenger will be permitted on any flight without proper government-issued photo ID. Passenger names and required information must be provided sufficiently in advance of the flight to facilitate government required security checks.

c. Suitability. Decisions regarding urgency of transport, the best timing and the most suitable means of transportation will be made by the Company after consultation with the local attending physician and the Member's receiving physician. Membership in the Program does not entitle a Member to emergent patient transports. If emergent medical treatment or transportation is needed, a Member should contact appropriate local

authorities for assistance. If, after a Member receives such local emergent medical treatment or transportation while traveling more than 150 miles from the Member's residence, such Member is admitted to a local hospital, then such Member may qualify for repatriation benefits under the Program. In addition, a Member with mild lesions, simple injuries such as sprains, simple fractures or mild conditions which can be treated by local doctors and do not prevent the Member from continuing his or her trip or returning home does not qualify for air medical transport under the Program. A Member's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, the Company's Medical Director retains the sole right and responsibility to determine whether or not a patient is eligible for a transport. Due to the limited medical facilities and testing available on cruise ships, in some cases the Company's Medical Director may require the Member to be admitted to a hospital on-shore before determining eligibility or transport type.

d. Additional Passengers. Family Members, business associates, and/or traveling companions may accompany the Member, at no additional cost, on the Company aircraft during transport, if space is available and the patient care is not compromised. Passengers accompanying Members transported on scheduled commercial aircraft will be responsible for their own airfare. While the Company makes every effort to accommodate its Members, the Member and an accompanying passenger are limited to one small carry-on bag each due to limited space available on the aircraft. The Company will arrange for additional luggage to be forwarded at the Member's expense.

e. Informed Consent. Prior to commencement of each transport, Member or Member's authorized representative, if applicable, shall complete and sign Company's then-current Patient Consent form (available at www.oneworldrescue.com).

7. Qualifications, Limitations and Exclusions. Membership in the Program is subject to the following qualifications, limitations and exclusions:

a. Waiting Periods. For the first thirty (30) days of membership in the Program, a Member may not be eligible for a transport due to illness or injury if the Member was hospitalized for the same or a related condition within thirty (30) days prior to the membership effective date.

b. Ineligible and Excluded Transports. A Member being evaluated for or on an organ transplant list prior to enrollment will not be entitled to a transport for conditions related to that transplant. A Member who is hospitalized at the time of enrollment will not be eligible for transport benefits for that hospitalization and may not be accepted for membership in the Program entirely. A Member traveling outside of the United States for the sole purpose of seeking medical treatment, whether inpatient, outpatient, elective, experimental or otherwise, will not be eligible for air medical transport benefits for that specific medical condition.

c. Extended Travel Limitation. Program membership is valid for unlimited U.S. travel and international travel with a limit of ninety (90) days of unbroken travel per trip.

- d. Maximum Number of Transports. Air medical services are limited to two (2) separate flights per annual membership per year; except for repatriation flights involving multiple family members enrolled in single membership who require simultaneous repatriation. Under these circumstances each family member will receive one (1) transport.
- e. Locations Inaccessible by Fixed Wing Aircraft. Both the originating and receiving hospital must be reasonably accessible by ground ambulance to transport the Member to and from an airfield capable of accommodating the aircraft. The cost associated with transportation from ships, isolated areas or islands to an airport accessible to the aircraft is not included in the Program benefits and will be the responsibility of the Member. For the sake of clarity, Program benefits do not include helicopter transportation.
- f. High Risk / Safety Travel Restrictions. Due to the high risk of sending U.S. registered aircraft and personnel into countries or geographic regions where the U.S. State Department, Department of Transportation, or the Federal Aviation Administration (FAA) has issued travel restrictions, Program services are not available in these areas. Program services may not be available when requested due to factors beyond the Company' control, such as use of the appropriate aircraft by another Member or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, Member condition, age or size, or weather conditions. FAA restrictions prohibit most Program aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the Member and medical flight crews. Emergent ground ambulance transport of a Member will be covered under the same terms and conditions
- g. High Risk / Safety Medical Restrictions. In regard to the safety of our pilots and medical crew onboard the Company transport flights, in conjunction with FAA regulatory standards regarding airborne pathogens and flight crew's ability to perform required emergency procedures, and in compliance with restrictions imposed by the U.S. State Department or others, a Member will not be entitled to air medical transport benefits if the Member's illness or injury is a result of or is contributed to by the following: (i) suicide or attempted suicide or intentional self-injury; (ii) a Member's own criminal or felonious act; (iii) actions taken while the Member is in a state of insanity; (iv) war, invasion, civil war or terrorism; or (v) contagious airborne pathogens. A Member suffering from a psychiatric or mental disorder that is not manageable and will not allow safe transport within the confines of the ground ambulance and aircraft may not be transported. A Member beyond the second trimester of pregnancy may not be transported if the transport request relates to the pregnancy.
- h. Non-Transferrable. Memberships and Program benefits are non-refundable and non-transferable.
- i. Medicaid Recipients. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into programs similar to the Program. By applying, the Member certifies to the Company that he or she is not a Medicaid beneficiary.

j. Rescue Services. (TITAN MEMBERS ONLY) Rescue services are defined as field rescue and hostage rescue. These services are conducted at the discretion of the medical director and tactical advisor and subject to the same restrictions as defined in these terms and conditions.

8. **Term; Cancellation; No Refunds.** The membership term is one (1) year, beginning on the enrollment date, which includes acceptance of an enrollment application and successful payment processing. A renewal within a current membership term extends the existing expiration date of the membership by one (1) year; such renewal term begins the day after the current term ends. When an expired membership is renewed, the new membership term is one (1) year, beginning on the purchase date of the renewal. A Member may cancel his or her membership at any time. If a Member cancels his or her Membership, the Member will not receive a refund of any kind. The Company reserves the right to terminate any membership immediately if the Company does not receive payment in full for any reason or no reason.

9. **Miscellaneous.**

a. These terms and conditions supersede all previous terms and conditions between a Member and the Company, including any other writings, or verbal representations, relating to the terms and conditions of membership.

b. Except as specifically set forth herein, under no circumstances will the Company be responsible for payment for services provided by another ambulance service.

c. The Company reserves the right to update these Terms & Conditions without notice. The most current version of the Terms and Conditions is available for review by visiting www.OneWorldRescue.com.

d. The Company retains the right to terminate the Program at any time upon notice to Members. Termination shall not affect any transportation request that is in process at the time of termination. Members will receive a prorated refund of fees based upon the length of time the membership has been in effect over the original stated term of the membership.

e. The Company is solely responsible for the interpretation and application of the rules and regulations communicated in these Terms and Conditions. All determinations by the Company shall be final and conclusive in each case. Enrollment and renewal are subject to approval at the sole discretion of the Company. The Company does not discriminate membership based on race, color, creed or nationality.

f. The Company shall not be liable or responsible to the Member, nor be deemed to have defaulted or breached its obligations under the Program, for any failure or delay in fulfilling or performing any term of the Program when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not),

terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or telecommunication breakdown or power outage.

g. IN NO EVENT SHALL THE COMPANY BE LIABLE TO ANY MEMBER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE PROGRAM OR THE SERVICES PROVIDED BY THE COMPANY THEREUNDER, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

h. All matters arising out of or relating to the Program and the services provided by the Company and are governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Ohio.

i. Any legal suit, action, or proceeding arising out of or relating to the Program or the services provided by the Company thereunder shall be instituted in the federal courts of the United States of America or, if such federal courts do not have jurisdiction, the courts of the State of Ohio, in each case located in the City of Cleveland and County of Cuyahoga, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

j. The Company takes all appropriate measures to maintain data regarding Members and their guests as confidential. However, all flights flown hereunder will be flown pursuant to FAR Part 135, which requires disclosure of the name of all persons on a flight to the operator providing the flight. Additionally, the Company may be required to furnish Member data, such as name and date of birth, or passport information, to comply with national and international security requirements or governing bodies. It may also be necessary for the Company to provide names of persons on a flight to third parties providing services related to a flight, or in connection with legal inquiries or investigations relating to specific customers or flights. Member hereby consents to the foregoing uses and disclosures of Member data and information and any similar uses and disclosures. The Company does not and will not sell Member data to any third parties.