

## SCHEDULE OF SERVICES

**REDPOINT will provide the services described in this policy and listed below.**

SERVICES	LIMITS
MEDICAL TRANSPORTATION	US\$250,000
MORTAL REMAINS TRANSPORTATION	US\$15,000
24/7 TRAVEL ASSISTANCE SERVICES	Included

## REDPOINT RESOLUTIONS LLC HARBOR MEMBER SERVICES AGREEMENT AND TERMS OF SERVICE

Harbor is a medical evacuation membership program provided by Redpoint Resolutions LLC ("Redpoint") arranging global medical, security, and emergency consultation services. Members are provided access to transportation vehicles along with access to medical professionals for consultations and other member services. Harbor is a membership program, not an insurance plan. Redpoint does not and will not reimburse or indemnify members for expenses incurred.

By purchasing and/or using your Harbor membership, you agree to be bound by this Harbor Member Services Agreement and its Terms of Service.

This Harbor Member Services Agreement ("Agreement") is a legal agreement between you and Redpoint. Redpoint reserves the right, in its sole discretion, to reject any application for Harbor membership, in which case this Agreement shall be null and void. If accepted, this Agreement shall be effective at 12:01am local time at your location on the effective date and continue through 11:59pm local time at your location on the expiration date. Harbor ANNUAL MEMBERS' MEMBERSHIPS WILL AUTOMATICALLY RENEW AT THE ANNIVERSARY OF THE MEMBERSHIP START DATE UNLESS THE MEMBER NOTIFIES REDPOINT OF THEIR DESIRE TO NOT RENEW THEIR HARBOR MEMBERSHIP.

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### SECTION I. DEFINITIONS

Unless otherwise defined herein or the context otherwise requires, the terms defined below shall have the meanings herein specified for all purposes of this Agreement, applicable to both the singular and plural forms of any of the terms herein defined.

**"Application"** All information provided by the Member for the preparation and administration of Harbor.

**"Designated Representative"** Individual as identified to Redpoint as the primary decision maker for the Member should the Member be unable to communicate.

**"Family Membership"** Includes the Member, the Member's spouse or domestic partner, and up to four (4) of their unmarried dependent children under the age of nineteen (19) who are dependent on the primary member for financial support and reside at the Member's primary residence or under the age of twenty-four (24) who are enrolled as full-time students in an accredited school or college.

**"Foreign Country"** The country in which the Member is visiting or temporarily residing which is not the country of the Member's Primary Residence or Home Country.

**"Home Country"** The Member's declared country of Primary Residence or country of passport issuance.

**"Hospitalized" or "Hospitalization"** On a continuous in-patient basis, the Traveler has been admitted to a medical facility due to a medically diagnosed illness or injury. Hospitalization shall not include admission for convenience.

**"Member"** The person or persons (spouse, dependent children, or domestic partner) named on the application who have paid the applicable Harbor membership fees and who have been approved by Redpoint.

**"Primary Residence"** The Member's fixed, permanent and principal home for legal and tax purposes. This location will serve as a center point for a radius of 100 miles to determine whether the Member qualifies for Redpoint's services under the Harbor Member Services Agreement.

**"Traveler"** A Member who is traveling more than 100 miles from their Primary Residence.

## SECTION II. PROVISIONS

### 1. HARBOR MEMBERSHIP SERVICES MAXIMUM.

- 1.1. **Aggregate Maximum.** The aggregate maximum cost to Redpoint for the services provided in this Agreement shall be limited to US\$250,000.
- 1.2. **Medical Transportation.** The per-person maximum for medical transportation is US\$250,000.
- 1.3. **Mortal Remains Transportation.** The per-person maximum for mortal remains transportation is US\$15,000.

### 2. REDPOINT OBLIGATION.

- 2.1. **Redpoint Obligation.** Redpoint shall only be obligated to pay for services which are provided and arranged for by Redpoint and Redpoint contractors. The final selection and payment for any such services not arranged for or provided by Redpoint shall be the sole responsibility of the Traveler. Redpoint shall not provide reimbursement for transportation services arranged by any third party.

### 3. PAYMENT, FEES AND REFUNDS.

- 3.1. **Membership Payment.** All membership fees are due and payable on or before the commencement of the membership date. Redpoint shall have no obligation to render services hereunder unless membership fees have been paid in full.
- 3.2. **Other Fees.** All other fees are due upon invoice or prior to or at the time of services to be rendered by Redpoint, at Redpoint's sole discretion. Any payments, guarantees or advances made by Redpoint under this Agreement on behalf of a Member are made as an agent for the Member. Redpoint may, at its discretion, require a deposit to be furnished by the Member before any such services are rendered.
- 3.3. **Refunds.** Redpoint will not refund any portion of any Harbor membership fee after the Harbor membership start date.

### 4. LIMITATION OF LIABILITY, INDEMNIFICATION

- 4.1. In the course of providing services under this Agreement, Redpoint may be engaged in ultra-dangerous or hazardous environments, emergency situations, high-risk activities, sudden or unexpected events and occurrences. Given these unusual, chaotic, fluid, and difficult circumstances, each party agrees to indemnify, defend and hold harmless the other party and its successors, assigns, subsidiaries, affiliates, members, legal counsel, managers, principals, accountants, officers, shareholders, directors, guarantors, employees, subcontractors and agents from and against any and all damages, losses, claims, suits, actions, proceedings, expenses, including legal fees and liabilities of any kind arising out of the indemnifying party's wrongful conduct, omission or the fault of the indemnifying party's agents, employees or subcontractors, including without limitation, the provision of products or services by indemnifying party described in this Agreement.
- 4.2. Redpoint's maximum liability for any damages or loss shall be limited to US\$750,000.
- 4.3. The Member waives all claims against Redpoint for any loss resulting from any advice given, services provided or any acts of omissions of any third party service provider including, without limitation, third party service providers of medical services, transportation, security personnel or legal services who are referred by Redpoint.

### 5. FORCE MAJEURE

- 5.1. Redpoint shall not be liable for damages for any delay or inability of delivery caused by acts of God, strikes, or conditions beyond its control, including but not limited to, flight conditions or situations where the provision of services is prohibited or delayed by local laws, regulators or regulatory agencies.

## 6. CONSEQUENTIAL DAMAGES

6.1. In no event shall Redpoint 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.

## 7. SURVIVAL OF CLAIMS

7.1. Any and all legal actions and claims arising under this Agreement against Redpoint, its officers, directors, employees, contractors, subcontractors, or agents shall be barred unless written notice thereof is received by Redpoint within one (1) year of the date of the initial event giving rise to such action or claim.

## 8. INFORMATION AND CONSENT

8.1. **Authorization to Share Information and Informed Consent.** The Member authorizes the release, to or from Redpoint and any Redpoint contractor or designated representative, of any and all confidential Member information, including but not limited to, financial information, patient medical records, histories, examinations and test, medical images including photographs, x-rays or other images, output data from medical devices and sound and video files. The Member agrees to assist Redpoint in obtaining this information when necessary and that Redpoint shall not be obligated to provide services if Redpoint is not able to receive or release any necessary information

## 9. AUTHORIZATION FOR TRANSPORT AND TREATMENT.

9.1. Redpoint may require Members and their immediate family to provide Redpoint with written authorization and releases prior to rendering services under this Agreement. Redpoint shall not be obligated to provide services if necessary documents are not executed by the Member or their designated representative. Member understands and agrees that medical care, including emergency care, may be initiated during transport if in Redpoint or Redpoint contractors' professional judgment, such care is necessary.

## 10. FRAUDULENT STATEMENT.

10.1. Any fraud, misrepresentation, or concealment in the statements made by the Member may result in the suspension of Redpoint services and payment in full to Redpoint for services rendered to the Member. Redpoint's failure to immediately suspend service and require payment shall not constitute a waiver nor preclude Redpoint from doing so at a later time.

## 11. DESIGNATED REPRESENTATIVE.

11.1. In the event that a Traveler is incapacitated and unable to make decisions, Redpoint will attempt to contact the Member's Designated Representative for the purposes of making decisions on behalf of a Member with regards to the services provided in this Agreement.

## 12. GENERAL EXCLUSIONS.

12.1. Redpoint shall not be under any obligation to pay for or provide any items or services not explicitly set forth herein, including but not limited to any hospital or medical expenses.

## 13. PROPER LAW AND VENUE.

13.1. This Agreement shall be governed and construed according to the laws of the State of California, United States of America. The venue for all claims and dispute under this Agreement, and all lawsuits filed and all arbitration concerning this Agreement shall be maintained in San Mateo County, California, United States of America.

## 14. AMENDMENT.

14.1. Redpoint reserves the right, in its sole discretion, to amend all documents including this Agreement, with or without notice. Any such amendment shall be posted to the appropriate Harbor website and effective immediately upon the Member's renewal date.

## 15. COMPLETE AGREEMENT.

15.1. Both parties understand and expressly agree that this Agreement represents the entire agreement between the Member and Redpoint and that this Agreement replaces any representations outside of this Agreement.

## 16. ENFORCEABILITY.

- 16.1. If any portion or provision of this Agreement is declared illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect and shall be valid and enforceable to the fullest extent permitted by law.

## 17. HEADINGS.

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

## SECTION III. SERVICES

### 1. DESCRIPTION OF MEDICAL TRANSPORTATION SERVICES

- 1.1 **Medical Transportation Services.** Subject to the conditions, exclusions, and limitations of this Agreement, Redpoint will provide, arrange and pay all ordinary and customary expenses for air and/ or surface transportation subject to the following:
- 1.1.1 Expenses incurred by you for onsite attending Physician-ordered emergency medical evacuation, including medically appropriate transportation and necessary medical care en route, to the nearest suitable Hospital, when you are critically ill or injured and no suitable local care is available, subject to Redpoint Resolutions' prior approval;
  - 1.1.2 Expenses incurred for non-emergency medical evacuation, including medically appropriate transportation and medical care en route, to the nearest suitable Hospital, when deemed medically necessary by the onsite attending Physician, subject to Redpoint Resolutions' prior approval;
  - 1.1.3 Expenses for transportation not to exceed the cost of one round-trip economy class air fare to the place of Hospitalization for one person chosen by you, provided that you are traveling alone and are Hospitalized for more than 7 days;
  - 1.1.4 Expenses for transportation not to exceed the cost of one-way economy class air fare to your Home, including escort expenses, if you are 18 years of age or younger and left unattended due to the death or Hospitalization of an accompanying adult(s), subject to Redpoint Resolutions' prior approval;
  - 1.1.5 Expenses for one-way economy class air fare (or first class, if your original tickets were first class) to your Home, from a medical facility to which you were previously evacuated or Hospital where you were Hospitalized, less any refunds paid or payable from your unused transportation tickets.
- 1.2 **Mortal Remains Transportation Services.** To the extent permitted by law and subject to the terms, limitations and exclusions of this Agreement, Redpoint will arrange and pay for all reasonable and necessary expenses to transport the Traveler's mortal remains to a morgue, funeral home, or mortuary designated by the Traveler's estate within the Traveler's Home Country.
- 1.3 **Medical Transportation and Mortal Remains Transportation Service Limitations.** Redpoint reserves the right, at its sole discretion, to determine whether the Traveler's condition is sufficiently serious to warrant evacuation or transportation and the means or methods by which such an evacuation or transport will be provided. Redpoint shall not be obliged to provide more than two (2) transports to any single Traveler in any twelve (12) month period. Redpoint shall not be under any obligation to provide transport services or incur any expenses to or from a Traveler or mortal remains if, in Redpoint's sole discretion:
- 1.3.1 The Traveler incurs any cost or expense not expressly covered by the Agreement and not approved in advance and in writing by Redpoint and/or not arranged by Redpoint;
  - 1.3.2 The Traveler cannot be transported in a manner that enhances Traveler's survival and / or wellbeing;
  - 1.3.3 The Traveler is not accessible; (Traveling Members who become ill on cruise ships or at sea must disembark at an accessible medical facility and be Hospitalized prior to transport)
  - 1.3.4 The Traveler has an infectious or contagious disease which could endanger the patient, those in

- contact with the patient or whose transport is prohibited by law;
- 1.3.5 The Traveler's condition is self-inflicted;
- 1.3.6 The Traveler's expense is incurred as a result of Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition or disease;
- 1.3.7 The Traveler's primary diagnosis is psychiatric in nature;
- 1.3.8 The Traveler is engaging in the commission of, has committed or is accused of committing a criminal act;
- 1.3.9 The Traveler is Hospitalized due to a pre-existing condition that was diagnosed or treated within forty-five (45) days prior to traveling, or for which symptoms existed which would cause an ordinarily prudent person to seek such diagnosis or treatment;
- 1.3.10 The Traveler has a condition caused by the intentional ingestion and/or overdose of a controlled or banned substance, or is Hospitalized due to the use of drugs or intoxicants not prescribed by a physician;
- 1.3.11 The Traveler's condition occurred while or resulted from engaging in the active service in the armed forces, police of any nation, or as a security or military contractor or professional; active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution, terrorism, or insurrection;
- 1.3.12 The Traveler's condition is a result of nuclear reaction or radiation;
- 1.3.13 The Traveler's condition is a result of having been exposed to ionizing radiation or radioactivity from irradiated nuclear fuel which would endanger the patient, those in contact with the Traveler or whose transport is prohibited by law;
- 1.3.14 The Traveler's condition is a result of having been exposed to any nuclear weapon, or chemical or biological agent;
- 1.3.15 The Traveler is traveling against the advice of a physician, while waiting for treatment, or is traveling for the purpose of obtaining medical treatment;
- 1.3.16 The Traveler failed to maintain immigration, work residence or similar visas, permits, or other documentation;
- 1.3.17 The Traveler is beyond her second trimester of pregnancy or transport would endanger the life of the mother and/or unborn child;
- 1.3.18 The Traveler has not heeded travel warnings issued by the State Department or appropriate authorities recommending that Travelers avoid that specific region or location;

The Traveler is traveling in above the Arctic Circle parallel north, below the 60th parallel south, or to any other region which is not listed as a primary destination country on the Redpoint purchase page, unless the Traveler's application has been approved and Traveler has paid for the polar upgrade.

## 2. DESCRIPTION OF TRAVEL ASSISTANCE SERVICES.

- 3.1 **Legal Referrals.** If requested by a Traveler and if available, Redpoint will provide Travelers with contact information for lawyers or legal practitioners within the area where the Traveler is located. Redpoint does not guarantee the quality of the legal advice nor shall Redpoint be liable for any consequences arising out of the services provided by the lawyer or legal practitioner. The final selection and payment for services shall be the sole responsibility of the Traveler.
- 3.2 **Emergency Message Transmission.** At the request of the Traveler, Redpoint will use reasonable efforts to receive and transmit emergency messages between the family and the Traveler.
- 3.3 **Lost Passport and VISA Assistance.** At the request of the Traveler, Redpoint will use reasonable efforts to assist the Traveler arrange for replacement of passport and VISA documents. The final selection and payment for services shall be the sole responsibility of the Traveler.
- 3.4 **Medical Expense Guarantee.** Excluding when Traveler has purchased Harbor Comprehensive Travel Insurance including Accident or Sickness Medical Expense coverage, at the request of the Traveler, Redpoint will guarantee and pay as agent for the Traveler expenses associated with a Traveler's in-patient or out-patient medical care subject to Redpoint first securing funds from the Traveler or the Traveler's family. The final selection and payment for services shall be the sole responsibility of the Traveler.
- 3.5 **Emergency Translation and Interpretation Services.** In the event of an emergency situation, Redpoint will provide personal telephone translation services. If telephonic interpretation is required as part of an evacuation, costs for such services are included up to the limits provides.
- 3.6 **Emergency Personal Cash.** To the extent practicable and permitted by law, Redpoint will provide

Travelers with an emergency cash advance subject to Redpoint first securing funds from the Traveler.

- 3.7 **Transportation of Accompanying Family Members.** To the extent practicable and space permitting, Redpoint shall transport one (1) traveling companion accompanying the Hospitalized Traveler to the destination hospital of the Traveler. If traveling companion is unable to accompany the Traveler due to space constraints, Redpoint shall arrange and pay for transportation, the method of which is in Redpoint's sole discretion to the same hospital destination as the Traveler.
- 3.8 **Medical Consultations and Facility Referrals.** At the request of the Traveler, Redpoint will use reasonable efforts to provide medical consultations and referrals to nearby hospitals and medical facilities at which a Traveler may seek treatment.