



SHORT TERM MEMBER SERVICE AGREEMENT



***THE LEADING INTERNATIONAL EMERGENCY
AIR TRANSPORTATION MEMBERSHIP SERVICE***

THANK YOU for becoming a **SkyMed ESSENTIALS** Member,
We have been protecting thousands of travelers since 1989.

Our Chairman Will Klein's Brand Promise is
"Simply to be the best emergency travel membership service in the world!"

We commit to this standard every day.



NO ONE
DOES IT BETTER



SHORT TERM SERVICE AGREEMENT

This Agreement (Agreement) is made and entered into by and between:

SkyMed International, Inc.
 (referred to herein as "SkyMed")
 &

The SkyMed **ESSENTIALS** Member
 (referred to herein as the "Member").

SkyMed is governed exclusively by the terms set forth in this Agreement.

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SkyMed International, Inc. is an authorized Indirect Air Carrier (IAC) utilizing the services of licensed Part 135 air carriers to meet your air ambulance transportation needs. SkyMed International, Inc. does not own, lease or operate any aircraft and has no affiliation with any direct air carrier. As an IAC, SkyMed contracts for the provision of air transportation services in its own name and coordinates the provision of medical services for your flight. Licensed direct air carriers operate all flights.

SkyMed® and SkyMed TAKES YOU HOME® Are trademarks of SkyMed International, Inc. and our subsidiaries, and their use is prohibited unless authorized in writing by SkyMed International. Use of logos, images, and testimonials from this Member Service Agreement, any of our printed marketing or promotional material, or our skymed.com website are prohibited without written authorization.

WHAT TO DO IN AN EMERGENCY

GET MEDICAL ATTENTION FIRST, THEN CALL SKYMED IMMEDIATELY

Have someone take you to the closest medical facility or hospital for immediate medical attention. If possible, appoint a designated family member or friend to be your spokesperson should you or a loved one become seriously ill or injured.

- Ⓜ NEVER assume the doctor or nurse will contact SkyMed for you.**
- Ⓜ NEVER give your credit card number to make transport arrangements.**
- Ⓜ If you are asked for a credit card, you are NOT speaking to SkyMed.**

EMERGENCY CALLS

1 480 946 5188 collect

Worldwide call direct or collect, your call will be accepted 24/SEVEN/365.

001 480 946 5188

When calling from outside the USA or Canada, dial country code 001 first.



SkyMed Essentials Service Area

includes USA, Canada, Mexico, the Caribbean, Bermuda, and the Bahamas

The 32 country SkyMed service area includes the following countries:

Anguilla, Antigua & Barbuda, Aruba, Bahamas, Barbados, Bermuda, Bonaire, British Virgin Islands, Canada, Cayman Islands, Curacao, Cuba, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Mexico, Puerto Rico, St. Barthelemy, St. Kitts & Nevis, Sint Eustatius, St. Lucia, St. Maarten, St. Martin, St. Vincent & Grenadines, Trinidad & Tobago, Turks & Caicos Islands, USA, US Virgin Islands

SkyMed's Notice of Privacy Practices

AUTHORIZATION FOR RELEASE OF PROTECTED HEALTH INFORMATION, HIPAA PRIVACY RULE

The HIPAA Privacy Rule gives you the right to be informed of SkyMed's privacy practices as well as your rights with respect to your personal health information. We recognize that your privacy is of the utmost importance and we are required by law to protect medical information about you. You may obtain a copy of SkyMed's Notice of Privacy Practices by:

↳ **Visiting our website at www.skymed.com and click on the PRIVACY POLICY link**

↳ **Email SkyMed at HIPAA@skymed.com to request a copy be emailed to you**

↳ **Request a copy by mail and address your request to:**

**HIPAA &/or PRIVACY POLICY Official
SkyMed International, Inc.
9089 E. Bahia Drive, Suite 100
Scottsdale, AZ 85260 - 1561**

SkyMed Statement of Intent: (USA residents)

The Member understands that Congress passed a law entitled the Health Insurance Portability and Accountability Act (HIPAA) that limits use, disclosure, or release of Member's individually identifiable health information, as HIPAA and the supporting Regulations define that phrase. Member is granting this authorization because it is crucial that Member's health care providers readily use, release, or disclose Member's protected medical information to, or as directed by, that person or those persons designated in this authorization. This authorization allows the designated persons to discuss with and obtain advice from others or to facilitate decisions regarding Member's health care when Member otherwise may not be able to do so without regard to whether any health care provider has certified in writing that Member is incompetent for purposes of HIPAA.

↳ **Appointment of Authorized Recipients** (USA residents)

Therefore, the Member appoints the following persons or entities, or any of them, as Authorized Recipients for health care disclosure under the Standards for Privacy of Individually Identifiable Health Care Information (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and A.R.S. 12-2291 et seq.:

SkyMed International, Inc. and/or SkyMed Essentials

↳ **Grant of Authority**

Member authorizes all Member's HIPAA-defined covered entities to use, release, and disclose Member's individually identifiable health information to the Authorized Recipients under 45 CFR Sec(s). 164.502(a)(1)(i) and (iv), 164.502(a)(2)(i), 164.524 and 64.528, including medical reports and records concerning Member's medical history, condition, diagnosis, testing, prognosis, treatment, billing information, and identity of health care providers, whether past, present, or future, as well as any other information that is in any way related to Member's health care except as specifically limited as to any Authorized Recipient named in Paragraph 1 above.

This disclosure includes the authority to ask questions and discuss Member's individually identifiable health information with the person or entity that has possession of Member's individually identifiable health information even if Member is fully competent to ask questions and discuss this matter at the time.

Member intends to give a full authorization for access to, disclosure of, and release of ANY individually identifiable health information by or to the persons named in this authorization as if each person were Member.

↳ **Covered Entities**

Covered entities means those entities specifically defined by HIPAA or the supporting Regulations including any physician, podiatrist, chiropractor, osteopathic physician, health care professional, dentist, hospital, clinic, laboratory, pharmacy, ambulance service, assisted living facility, nursing home or other covered health care provider, any insurance company, and the Medical Information Bureau Inc. or other health care clearinghouse that has provided treatment or services to Member, or that has paid for or is seeking payment from Member for such services.

↳ **Disability**

Member's subsequent disability or incapacity will neither affect nor terminate this authorization.

SkyMed ESSENTIALS Membership Plan **For Citizens & Residents of the USA, Canada**

**Protects Members 24/SEVEN/365 when travelling inside the SkyMed Service Area,
more than 100 miles from home.**

SkyMed Service Area

The 32 country SkyMed service area includes the following countries:

Anguilla, Antigua & Barbuda, Aruba, Bahamas, Barbados, Bermuda, Bonaire, British Virgin Islands, Canada, Cayman Islands, Curacao, Cuba, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Mexico, Puerto Rico, St. Barthelemy, St. Kitts & Nevis, Sint Eustatius, St. Lucia, St. Maarten, St. Martin, St. Vincent & Grenadines, Trinidad & Tobago, Turks & Caicos Islands, USA, US Virgin Islands



SECTION V

SkyMed ESSENTIALS**MEMBER SERVICE DESCRIPTIONS****1. AIR EVACUATION HOME****Hospital-to-Hospital Air Transportation**

If, because of a serious illness or injury, a Member requires emergency medical care, SkyMed guarantees provision of:

**By choice of the Member,**

Air ambulance transportation and onboard medical services needed to move the Member to the Member's home hospital or to a hospital closer than the Member's home hospital.

The Member's medical condition must be stabilized for air travel by the Attending Physician at the hospital.

Ground ambulance services between hospitals and airports are included. After the Attending Physician determines and approves the need for Emergency Medical Transport, SkyMed's Director of Member Services and/or SkyMed's Medical Director confirms the need in concurrence with the Attending Physician's orders, and SkyMed must make all arrangements.

2. Commercial Carrier Medical Escort Flights

If a Member's serious illness or injury does not warrant a private air ambulance (i.e., the Member is approved for commercial aircraft travel by the Attending Physician) yet the Member is not able or permitted to travel alone by commercial air carrier, SkyMed will make arrangements for a Medical Escort to accompany the Member and pay for commercial air flights for the Member and Medical Escort.

3. Companion & Minor Children Transportation Home

SkyMed will allow one person, spouse, family Member, or companion to escort the Member on an emergency medical flight, if space is available, after the needed medical equipment, aircrew, and medical personnel are accommodated. If space is not available, SkyMed will approve and pay for commercial airline transportation for spouse or companion and for all minor children traveling with the Member who is going to be returned home by air ambulance.

4. Visitor Transportation to Bedside

SkyMed will pay for one round-trip commercial airline ticket for a Family Member or companion living within the SkyMed Service Area, selected by the Member, from the commercial airport closest to the visitor's home to the commercial airport closest to the hospital where the Member is being treated. This service will be provided as soon as the Member is hospitalized.

5. Physical Remains Return

If a Member expires, SkyMed will pay 'Airway Bill' transport costs to move Member remains to a commercial airport closest to the location the Member designates. SkyMed will also provide one (1) round trip commercial airline ticket for a designated traveler to accompany remains home.

SECTION II

SkyMed *ESSENTIALS* MEMBER SERVICE DEFINITIONS

Appropriate Airport

A place where fixed-wing aircraft selected by the air ambulance carrier can land, takeoff, and safely use maintenance and ground service facilities.

Emergency Air Transportation

Transport by a medically staffed airplane or by a commercial airline, from an "Appropriate Airport" closest to the Member's hospitalization to an "Appropriate Airport" closest to the medical facility of choice to serve the need of the Member patient. The airports must be open to receive flights. The receiving hospital must have pre-approved the Member's admittance.

Activation/Expiration Date

The Activation Expiration Dates is the dates when a Member's eligibility for services begins and ends.

Home, Residence, Transport Preference

Home, Residence, or Transport Preference are one and the same unless otherwise designated in the Member record. Members are transported home to a hospital nearest to their legal permanent residence when travelling.

Medically Necessary

The term Medically Necessary, as used in the "**Helicopter Transport**" and "**Ground Ambulance Transport**" services are defined as services provided in the event of a serious illness or injury and when transport in any other vehicle would endanger the Member's life.

In the event of a Medically Necessary "Helicopter Transport" or Medically Necessary "Ground Ambulance Transport", transportation is to the nearest facility that can provide the necessary medical care.



SECTION II

SkyMed ESSENTIALS MEMBER SERVICE DEFINITIONS**Eligible Occupants**

SkyMed Essentials provides all eligible occupants of a hotel, resort room or cruise cabin with the leading international patient choice hospital to hospital medical evacuation service in the world.

Eligible occupants are defined as the registered guests for the room including spouse or companion; grandparents, children under age 18. Children include natural children, stepchildren, legally adopted children, and grandchildren. Except for grandchildren, all children must be primarily dependent on the registered guest for support and maintenance and must live in a parent-child relationship with the guest or companion. Family coverage includes all legal dependents of the registered guests.

Serious illness or injury

A sudden and unforeseen condition, a "serious illness or injury" which, in the judgment of the Member's Attending Physician with the concurrence of SkyMed's Director of Member Services and/or SkyMed's Medical Director:

- ✎ Is of such a serious nature that, in accordance with the customary practice of medicine in the geographic area, where where such unforeseen condition, illness, or injury has arisen, will reasonably warrant, will require or has reasonably resulted in, immediate hospitalization of such Member; or
- ✎ Is of such a serious nature that, in accordance with the customary practice of medicine in the geographic area where such unforeseen condition, illness, or injury has arisen, will reasonably warrant, or will require, transportation of such Member to an appropriate medical facility for treatment, and is of such a serious nature that it could, within reasonable medical certainty, result in permanent, irreparable, or fatal medical consequences to such Member if appropriate treatment is not immediately rendered (e.g., heart attack, stroke, broken hip).

Service Area

"SkyMed Services 1 through 5" are services provided to SkyMed Members travelling in the SkyMed 32 country Service Area, including the USA, Canada, Mexico, the Caribbean, Bermuda, and the Bahamas.



✎ SkyMed Essentials Service Area ✎

includes USA, Canada, Mexico, the Caribbean, Bermuda, and the Bahamas

The 32 country SkyMed service area includes the following countries:

Anguilla, Antigua & Barbuda, Aruba, Bahamas, Barbados, Bermuda, Bonaire, British Virgin Islands, Canada, Cayman Islands, Curacao, Cuba, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Mexico, Puerto Rico, St. Barthelemy, St. Kitts & Nevis, Sint Eustatius, St. Lucia, St. Maarten, St. Martin, St. Vincent & Grenadines, Trinidad & Tobago, Turks & Caicos Islands, USA, US Virgin Islands

SECTION III

SkyMed *ESSENTIALS* GENERAL PROVISIONS

Medical Flight Services

Medical flights can communicate air-to-ground and use pilots rated for air ambulances. To provide emergency care on-board, flights will include the required pharmaceutical products, medical equipment, trained paramedics or RNs, and Physicians. In addition, the medical flight crew will have communication with a medical advisory team.

Service Area

“SkyMed Essentials Services 1 through 5” are services provided to SkyMed Members in the SkyMed 32 country Service Area.

Subrogation

In order to mitigate any losses, the Member agrees that SkyMed shall have the right to recover any benefits paid hereunder against others liable for the loss. Furthermore, Member agrees to cooperate, protect SkyMed’s rights, and assist SkyMed in mitigating these rights.



SECTION IV

SkyMed ESSENTIALS EXCLUSIONS and LIMITATIONS**Act of God**

SkyMed shall not be liable for any failure or inability to provide the services described in this Agreement where such failure or inability arises from factors beyond SkyMed's control, including but not limited to: labor disputes affecting providers, civil disturbance, riot, war, fire, flood or an Act of God.

Acts of Terror

SkyMed is not responsible for any costs or expenses arising from acts of terror as defined by 18 U.S.C § 2331 Chapter 113B of the U.S. Code (www.fbi.gov). SkyMed shall not be liable for any failure or inability to provide the services described in this Agreement where such failure or inability arises from factors beyond SkyMed's control due to any act of terror.

Elective Surgery

This Agreement excludes from service any elective, non-emergency surgical procedures, including but not limited to elective cosmetic surgery. However, emergency medical air transport in connection with cosmetic surgery due to a serious illness or injury shall be serviced under this Agreement.

Enrolling while Hospitalized

SkyMed is not responsible for any Member Service costs or expenses arising from Members who have enrolled in Membership while hospitalized or being treated in an emergency trauma clinic.

Extreme Sports

Services are excluded in connection with any serious illness or injury resulting from **EXTREME** recreational activities performed by the Member.

The exclusions include a serious illness or injury sustained by a Member in connection with the following extreme recreational activities:

- ☞ 3 wheeled All-Terrain Vehicles;
- ☞ 4 wheeled (quad) All-Terrain Vehicles when utilized in racing, dune riding, beach running, or any other EXTREME activity. Normal street use of quads or use as a standard transport vehicle is not excluded;
- ☞ Bungee Jumping • Hang Gliding • Cliff Diving • Motor Car Racing of any nature
 - Motocross and/or motorcycle racing of any nature • Helicopter Skiing • Rodeo Events involving animals
 - Rock climbing necessitating the use of guides or ropes • Spelunking • Skydiving • Ballooning
 - Ultralight Aircraft • Experimental Aircraft • Operating vehicles when not properly licensed
 - Professional sports or any other activity which, at SkyMed's discretion, is considered extreme in nature or otherwise, expose the Member to a substantial risk of sustaining a serious illness or injury unless otherwise agreed in writing by SkyMed prior to the Membership Application Date.

SkyMed *ESSENTIALS* EXCLUSIONS and LIMITATIONS

Flight Compliance

SkyMed shall assume no liability from flight delays or late arrivals or departures that arise from:

- ✦ Compliance with airport, USA Federal Aviation Administration or other rules, regulations and/or instructions from any government authorities; and/or
- ✦ Decisions made by the pilot in response to weather, mechanical, air traffic, or any other safety considerations.

In addition, SkyMed shall assume no liability for delays resulting from decisions made by airlines in connection with scheduling and rescheduling of flights.

General Liability

SkyMed is not responsible for the availability, quality, results of, or failure to provide any medical, legal, or other care or service caused by conditions beyond SkyMed control. This includes the Member's failure to obtain care or service or where the rendering of such care or service is prohibited by United States of America law, local laws, or regulatory agencies. The Member's legal representative shall have the right to act for the Member and on the Member's behalf if the Member is incapacitated or deceased.

All legal actions arising under this Agreement shall be barred unless SkyMed receives written notice thereof within one (1) year from the date of the event giving rise to such legal action and the legal action is initiated within 18 months of the event. Members will be required to release SkyMed or any health care provider from liability during emergency evacuation and/or repatriation.

Jurisdiction

The services provided pursuant to this Agreement are not available in any jurisdiction where prohibited by law.

Medical Bills

SkyMed does not pay for any hospital or medical expenses of any kind or nature.

Medical Condition Exclusions

Services will not be provided to Members with tuberculosis or any other chronic airborne pathogens. Medical transport services will not be provided to any Member who has a diagnosis of or is suspected of having a Biosafety Class Level 3 (or above) pathogen as classified by either the USA Centers for Disease Control and Prevention (CDC) or the USA National Institutes of Health (NIH).

Medical Liability

Without limiting the foregoing, SkyMed's actions and obligations under this Agreement are ministerial in nature, and all medical care is provided by medical professionals ultimately selected by the Member, and in no event is this the responsibility of SkyMed. SkyMed is not liable for any malpractice performed by a local doctor, healthcare provider, or attorney.

Military Duty

Any injuries, illnesses, or conditions resulting from a Member's active duty in the military are excluded from service eligibility in this Agreement.

Other Services

SkyMed is not responsible for any costs or expenses arising from services not otherwise shown as provided for in this Agreement.

Payment of Services

SkyMed will only direct-pay any transportation costs under this Agreement to any transportation providers unless otherwise approved by SkyMed in advance.

SkyMed is not responsible for reimbursement or direct payment of services aged ONE year or more. Timely submission of expense receipts is appreciated.

SkyMed *ESSENTIALS* EXCLUSIONS and LIMITATIONS

Pregnancy

SkyMed does not provide services for complications due to pregnancy.

Psychiatric, Psychological or Emotional Disorders

SkyMed is not responsible for any costs or expenses arising from psychiatric, psychological, or emotional disorders.

Suicide or Self Injury

SkyMed is not responsible for any costs or expenses for any Member who has committed suicide, attempted suicide, or sustained any injuries from a willful self-inflicted injury.

Travel Arrangements

SkyMed does not pay for any travel arrangements that were not coordinated by or pre-approved by SkyMed in advance.

Travelling Against Advice of Physician

SkyMed is not responsible for any costs or expenses for any Member travelling against the advice of a Physician.

Transplant Candidate

Transplant candidates on a transplant recipient list at the time of application are ineligible for membership. Failure to disclose the fact that an applicant is on a transplant recipient list will result in the termination of Membership.

Unlawful Acts

SkyMed is not responsible for any costs or expenses for any Member who has committed or attempted to commit any unlawful act, including but not limited to the unlawful use of substances such as illicit drugs or drugs not prescribed specifically for the Member by a Physician.

USA State Department Limitations

The SkyMed Membership is not applicable in any country where the government of the USA forbids the USA domiciled businesses to conduct business or any other locations of which the USA State Department has issued any travel restrictions.

SECTION V

MEMBER GRIEVANCE PROCEDURES

The following procedures apply in the event that any Member has a grievance of any nature in connection with SkyMed International Inc. Grievances must be submitted within one year of the occurrence of the event(s) that gave rise to the grievance.

Submission in Writing

If the Member wishes to submit a grievance to SkyMed, it must be in writing and addressed to:

Grievance Coordinator
 SkyMed International, Inc.
 9089 E Bahia Drive, Suite 100
 Scottsdale, AZ 85260-1561

In order to facilitate a prompt resolution, all such grievances may be sent via fax to 866-255-5824 or sent by email to membergrievance@skymed.com. All grievances submitted in writing should include the Member number and a detailed description of the facts underlying the Member's grievance.

Evaluation by SkyMed

The Grievance Coordinator shall evaluate all written grievances and perform such investigation as he/she shall deem necessary to such evaluation. A written summary will be submitted within ten (10) business days to the President of SkyMed that shall include the following information:

- ☞ The name, address, and Member number of the aggrieved Member.
- ☞ Name and address of all providers who have performed services for the aggrieved Member on behalf of SkyMed pursuant to this Agreement; summary of all information gathered from SkyMed's internal records and investigation initiated by the submission of the Member's grievance; and
- ☞ A detailed description of the Member's grievance.

In the event that the Member's grievance is medically related, a copy of such summary shall simultaneously be submitted to a Physician, other than the Member's Attending Physician, who is qualified to evaluate a medical grievance of the type submitted. In the event that a meeting between the aggrieved Member and a representative of SkyMed is necessitated to fully resolve the Member's grievance, the meeting will take place in the Scottsdale, Arizona offices of SkyMed International, Inc.

Processing Time

Though Members are encouraged to contact SkyMed by telephone to ensure prompt resolution of a Member's grievance, SkyMed shall process oral and written grievances within a time which shall not exceed sixty (60) days of submission. In the event that a complete and proper investigation of a Member's grievance requires that SkyMed obtain information outside of its service area, SkyMed shall be entitled to an additional thirty (30) days within which to process the Member's grievance. In the event that such grievance is submitted to arbitration, SkyMed shall have additional time, not to exceed 270 days, from the date of initial submission within which to process the grievance.

Binding Arbitration

Any controversy arising out of or related to this Agreement or the breach thereof shall be settled by arbitration in Maricopa County, Arizona, in accordance with the rules of The American Arbitration Association, and judgment entered upon the award rendered may be enforced by appropriate judicial action. The arbitration panel shall consist of one person, which shall be the mediator if mediation has occurred or shall be a person agreed to by each party to the dispute within 30 days following notice by one party that he desires that a matter be arbitrated. If there was no mediation and the parties are unable within such 30 day period to agree upon an arbitrator, then the panel shall be one arbitrator selected by the Maricopa County office of The American Arbitration Association, which arbitrator shall be experienced in the area of air travel concerning medical transport and who shall be knowledgeable with respect to the subject matter area of the dispute. The losing party shall bear any fees and expenses of the arbitrator, other tribunal fees and expenses, reasonable attorney's fees of both parties, any costs of producing witnesses and any other reasonable costs or expenses incurred by him or the prevailing party or such costs shall be allocated by the arbitrator.

The arbitration panel shall render a decision within 30 days following the close of presentation by the parties of their cases and any rebuttal. The parties shall agree within 30 days following selection of the arbitrator to any prehearing procedures or further procedures necessary for the arbitration to proceed, including interrogatories or other discovery; provided, in any event each Limited Partner shall be entitled to discovery.



**Wherever your travels take you,
We're there for you!**

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www.skymedessentials.com



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Send faxes to: 1 866 255 5824

EMAIL

info@skymed.com

memberservices@skymed.com

to notify SkyMed of emergency service alerts



SkyMed International, Inc.

SkyMed Florida, SkyMed USVI, SkyMed Canada,
SkyMed Travel, Fareline, Global Emergency Travel Services