

COMPREHENSIVE SERVICE PROGRAM PARTICIPATION AGREEMENT

This COMPREHENSIVE SERVICE PROGRAM PARTICIPATION AGREEMENT (this “**Agreement**”) is entered into and effective as of June 1, 2021 (the “**Effective Date**”), by and between Deloitte Touche Tohmatsu Services, LLC, a Delaware Limited Liability Company, with offices at 30 Rockefeller Plaza, New York, NY 10112-0015 (“**DTTS**”), as agent for its parent, Deloitte Global Services Limited, a UK company limited by guarantee, also with offices at 30 Rockefeller Plaza, New York, NY 10112-0015 (“**DGSL**”), and International SOS Assistance, Inc., a Washington corporation with offices at 3600 Horizon Blvd., Suite 300, Trevose, PA 19053 (“**Intl.SOS**” or “**Vendor**”)

WHEREAS, DGSL and Vendor (as defined below) wish to enter into an agreement in order to enable DGSL to purchase certain services from Vendor, for itself and for the other Deloitte Firms (defined below) who choose to participate in this Agreement, as more fully set forth herein.

NOW, THEREFORE, for good and valuable consideration, the adequacy of which is hereby acknowledged, DGSL and Vendor hereby agree as follows:

I. CERTAIN DEFINITIONS

As used in this Agreement, the following terms have the following definitions:

- A. “**Alternative License Agreement**” means any “shrink-wrap,” “click-wrap,” or “click-through” license agreement, “terms of use,” or similar documents or terms (whether in hard-copy, electronic, web-based or other form and whether existing prior to or after the Effective Date) that is related to any Service or software, or any part of the Service or software.
- B. “**Assistance Center**” means an one of Intl.SOS’ designated locations staffed with medical and security specialists 24 hours per day, 365 days per year, to handle requests from Covered Individuals for advice or assistance.
- C. “**Authorized Person**” means the person or persons designated by the Subscriber as notified in writing to Vendor from time to time as authorized to act on behalf of the Subscriber with regards to the attached Service Levels and Support Schedule under this Agreement.
- D. “**Certificate of Subscription**” means the document substantially in the form attached hereto, or any amendment(s) thereto approved by both Parties, identifying the Services, Subscriber, Program Number, Commencement Date, Term, Renewal Date, Subscription Fee and other information as may be agreed by the Parties from time to time.
- E. “**Commencement Date**” means the date on which a Certificate of Subscription commences, as indicated in each Certificate of Subscription.
- F. “**Country of Assignment**” means the country of permanent residence outside the Home Country as stated on the Certificate of Subscription.
- G. “**Covered Personnel**” means partners, principals and directors (“PPMDs”, officers, employees of a Deloitte Firm as well as their spouses, life partners and dependent children. Persons over the age of sixty-five (65) and newborn children under forty-five (45) days old are ineligible to be Covered Personnel.
- H. “**Data Feeds**” means Global Distribution System (“GDS”) Data Feeds which are Data feeds associated with the GDS used by each of the Subscriber’s travel vendors, agencies or other

travel management service provider in each booking country and/or Bulk Data Files (generally using .XML) and travel data from any of Subscriber's travel providers including AMEX, BCD, HRG, CWT or Concur in a defined format relating to a particular booking country.

I. **"Deloitte Firm"** means any of the following: (i) DGSL, (ii) Deloitte Touche Tohmatsu Limited, a UK company limited by guarantee ("DTTL"), (iii) Deloitte Touche Tohmatsu, a Swiss Verein, (iv) any DTTL member firm, and (v) any affiliated entity of any of the foregoing. For the avoidance of doubt, DTTS is a Deloitte Firm.

J. **"Deloitte Technology"** means any system, software, hardware, or other material owned, operated, or used by any Deloitte Firm.

K. **"Disabling Device"** means any timer, clock, counter, time lock, time bomb, other limiting code, design, instruction, or routine which is designed or intended to do any of the following, either automatically or without the intentional action of Subscriber: (i) erase data or other programming; (ii) damage, disable, or otherwise alter the operation of the Service, any system, any software, or any component of the foregoing; or (iii) cause the Service, any system, any software, or any component of the foregoing to become incapable of being used in the full manner for which it was designed.

L. **"Documentation"** means, collectively: (i) all user and administrator manuals, operating instructions, installation guides, help files, standard documentation, and other printed, electronic, and online material that Vendor generally makes available to its customers with respect to the Service; and (ii) all other printed, electronic, or online materials that Vendor provides or makes available to Subscriber which describe the features, functions, or operation of the Service.

M. **"Emergency Security Situation"** means civil and/or military unrest, insurrection, revolution, or other similar situation which in the opinion of Intl.SOS security personnel constitutes a breakdown of law and order that significantly impairs the physical safety of the Covered Individual.

N. **"Expatriate"** means a Covered Individual whom the Subscriber has declared to be on a work-related assignment on behalf of the Subscriber outside his or her Home Country for either periods equal to or in excess of ninety (90) consecutive days for a single trip or equal to or more than one hundred eighty (180) accumulated days for multiple trips during any twelve (12) month period.

O. **"Fees"** means all fees that are validly due and owing under this Agreement that are specified in any Certificate of Subscription submitted by DGSL. For avoidance of doubt, "Fees" shall include "Subscription Fees"

P. **"Home Country"** means the Covered Individual's country of citizenship.

Q. **"Intervention"** means an emergency assistance service carried out by Intl.SOS and all related ancillary activities.

R. **"Online/Telephone Service"** means any service that is accessible via the telephone and through the internet (including via mobile devices), including, mobile applications. For example, Travel Tracker system, Country Risk Forecasts and Communications portal, ISOS mobile application.

S. **“Operations and Billings Procedure”** means a mutually agreed set of call handling, case management and billing instructions designed according to the requirements of the Subscriber.

T. **“Participating Firm”** means a Deloitte Firm that signs a Participation Agreement.

U. **“Participation Agreement”** means a Participation Agreement substantially in the form attached hereto that is signed by a Deloitte Firm and lists this Agreement on its Schedule reflecting such Deloitte Firm’s participation in this Agreement, effective as provided in Section 3B1 hereof. Any Participation Agreement (and such information on its Schedule) shall be an integral part of this Agreement with respect to the Deloitte Firm signing such Participation Agreement and Vendor.

V. **“Party”** means, as the context requires, Vendor, DGSL, or the applicable Participating Firm. **“Parties”** means, as the context requires, (i) Vendor and DGSL, (ii) Vendor and the applicable Participating Firm, or (iii) Vendor, DGSL, and all Participating Firms.

W. **“Personal Information”** means any information relating to an identified or identifiable natural person that Vendor acquires from a Deloitte Firm, or about a Covered Personnel, or agents, in connection with the provision of Service under this Agreement, whether in written, oral, electronic, or other form, and any copies thereof. An identifiable person is a person who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his or her physical, electronic, physiological, mental, economic, cultural or social identity. Examples of Personal Information include the following: account number (bank account, credit card, etc.); address; biometric identifier; license or identification number; date of birth; government identifiers (such as social security numbers); name; personnel number; photograph or video identifiable to an individual; vehicle identifier or serial number; and may also include other information related to an individual that may directly or indirectly identify the individual (e.g. salary, performance rating, purchase history, call history, etc.).

X. **“Personnel”** of an entity means the partners, principals, and directors (“PPDs”), retired PPDs, officers, employees and temporary employees of that entity as well as consultants or independent contractors who perform work for such entity, including any Subcontractor or Approved Subcontractor such entity, including any Subcontractor or Approved Subcontractor any Deloitte Firm; provided that, for purposes of this Agreement, Vendor and its Personnel shall not be considered Personnel of any Deloitte Firm.

Y. **“Pre-Existing Condition”** means any medical condition for which a Covered Personnel has received hospital care during the twelve (12) months immediately prior to the commencement of the Membership, 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 the Participation Agreement.

Z. **“Reimbursements”** if applicable, means any and all payments due to Vendor, any deposits payable by the Subscriber to Vendor and any other payments, advances, cancellation fees or guarantees made by Vendor on behalf of the Subscriber or Covered Personnel), with the exception of the Subscription Fee.

AA. **“Renewal Date”** means the date on which the Term of a Certificate of Subscription is renewed for a subsequent Term as indicated in each Certificate of Subscription.

BB. **“Schedule of Fees”** means the list of fees in Schedule B, Annex 1.

CC. **“Security Incident”** means any suspected or confirmed misappropriation of, or unauthorized access to, or unauthorized or unlawful disclosure or use of, Subscriber Data or Personal Information.

DD. **“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 Covered Personnel’s health. In determining whether a Serious Medical Condition exists, the Intl.SOS physician may consider the Covered Individual’s geographic location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

EE. **“Service”** means the services to be performed by Vendor pursuant to this Agreement and the applicable Certificate of Subscription as described in the attached Services Schedule.

FF. **“Subcontractor”** means any contractor engaged by Vendor to perform the Services, or any part thereof, on behalf of Vendor, under the direct control and supervision of Vendor or in its own capacity as an affiliate of Vendor. “Subcontractors” shall not include any independent third party medical, transportation or security service providers whom Vendor may refer or recommend under the Agreement for additional services ancillary or related to the Services.

GG. **“Subscriber” or “Client”** means DGSL and each Participating Firm. Any reference to “Subscriber” or “Client” in this Agreement is to each Subscriber in its individual capacity.

HH. **“Subscriber Data”** means: (i) all data, content, information, and material (including all text, sound, and image files) that Subscriber or its Covered Personnel provide, transmit, create, store, process, or derive in the course of using the Service (including (a) all Personal Information provided to Vendor through the use of single sign-on functionality (such as Microsoft Active Directory Federation Services or SAML 2.0) and (b) any access credentials (usernames and passwords) of Covered Individuals that are stored with Vendor); and (ii) all statistical, analytical, and usage data or information created or derived from Subscriber’s or its Covered Individuals’ use of the Service. Subscriber Data does not include the Service, the Documentation, or any Vendor software or content provided by Vendor in connection with the Service.

II. **“Subscription Fee”** means the annual fee reflected on the Certificate of Subscription.

JJ. **“Support”** means Vendor’s support and maintenance program as further described herein. Support is a Service hereunder.

KK. **“Term”** means the period stated in a Certificate of Subscription.

LL. **“Traveler”** means Covered Personnel who is traveling outside his or her Home Country or his or her Country of Assignment for either less than (90) consecutive days for a single trip or less than one hundred eighty (180) accumulated days for multiple trips during any consecutive twelve (12) month period.

MM. **“Transaction Document”** means this Agreement, any Certificate of Subscription, any Participation Agreement and any related document.

NN. **“Vendor”** means International SOS Assistance Inc and its affiliates.

OO. **“Vendor’s Service Locations”** means the physical data centers from which Vendor (or an Approved Subcontractor) provides the Service to Subscriber.

PP. **“Vendor’s Systems”** means the computers and computing environment from which Vendor (or an Approved Subcontractor) provides the Service, including all backup, redundant (whether virtual or physical), archival, testing, development, and non-production computers and computing environments.

II. PURCHASING; PRICING; AND INVOICES.

A. Purchasing. Vendor shall promptly fulfil all Certificate of Subscriptions submitted by DGSL. For all such purchases, DGSL shall receive, at a minimum, the pricing and discounts set forth in the Discount Schedule attached hereto. Vendor shall not accept any Certificate of Subscription or similar ordering document submitted in connection herewith by any entity other than DGSL (or its agent).

B. Invoices. Vendor shall submit an invoice to DGSL in advance at the commencement of each year of the Subscription Term specified in the applicable Certificate of Subscription; provided that an invoice shall not be deemed to have been received unless and until (i) this Agreement has been signed by Vendor and delivered to DGSL, (ii) the Certificate of Subscription related to such invoice has been signed by Vendor and delivered to DGSL, and (iii) the invoice contains the information required by the applicable Certificate of Subscription. All undisputed invoices are payable within forty-five (45) days from the date of receipt. For the avoidance of doubt, Subscription Fees that are due during the Subscription Term (as stated in the Certificate of Subscription) shall be paid whether or not the Agreement or the Certificate of Subscription is terminated. Subscription Fees are not refundable in the event the Agreement or the Certificate of Subscription is terminated. Vendor shall have no obligation to render Services until the Subscription Fees and Reimbursements have been paid in full.

C. In the event that Vendor does not receive payment from the Subscriber for any undisputed Subscription Fee or Reimbursements when the same falls due in accordance with this Agreement and remains unpaid for thirty (30) days or more, and after thirty days’ written notice to Subscriber, such Subscription Fee remains unpaid, Vendor shall (without prejudice to any other rights or remedies available to it) be entitled to:

1. cease the provision of the Services to the Subscriber and the Covered Personnel (as defined under the Services Schedule -- Definitions);
2. terminate this Agreement if the undisputed amount due and payable remains unpaid after Vendor has provided notice as set forth above.

D. Taxes. With respect to all purchases under this Agreement, the relevant Subscriber shall be responsible for paying all applicable Transactional Taxes (as defined below) (i) to Vendor upon receipt of a valid tax invoice (if DGSL), or (ii) to the relevant tax authority by means of self-assessment, as applicable, whether in or outside of the US. DGSL represents that it is purchasing the Service for use by some or all of the Deloitte Firms globally. DGSL will supply Vendor with a resale certificate, if applicable. For purposes of this Agreement, “Transactional Taxes” means value added tax, goods and services tax, sales and use tax, or similar tax levied on business transactions in proportion to the value of the relevant turnover and in connection with the sale, purchase, receipt, consumption, or use of goods or services, but Transactional Taxes do not include taxes relating to Vendor’s income, net worth, or gross receipts.

E. Affiliates. Vendor may authorize an affiliate of Vendor to issue invoices to the Subscriber and collect the amounts invoiced from the Subscriber on Vendor’s behalf. Vendor shall notify the Subscriber of the identity of the affiliate. Vendor hereby represents and warrants that the affiliate

identified by Vendor shall have the authority to collect such payments on behalf Vendor to issue a valid receipt to the Subscriber, and that any payment by Subscriber to affiliate shall be deemed a payment to Vendor.

III. SUBSCRIBER; PARTICIPATING FIRMS.

DGSL as Subscriber. As of the Effective Date, DGSL shall be a "Subscriber" hereunder.

- A. Participating Firms as Subscribers.
 - 1. DGSL will provide the other Deloitte Firms with material information about this Agreement. Any such Deloitte Firm may become a Subscriber hereunder as follows. If any such Deloitte Firm that has signed a Participation Agreement has Vendor and this Agreement included in its Schedule, then, upon effectiveness of such Schedule pursuant to the terms of the Participation Agreement, such Vendor and such Deloitte Firm shall be bound by the terms of this Agreement and such Participation Agreement and, with respect to each other, have all the rights and obligations of "Vendor" (in the case of Vendor) and "Subscriber"/"Participating Firm" (in the case of such Deloitte Firm) hereunder and thereunder, except that, notwithstanding any other term hereof, all Fees due under any Transaction Document shall be paid by DGSL and no other Deloitte Firm shall be liable to Vendor for such Fees.
 - 2. Any amendments or other changes to this Agreement shall be applicable to Vendor, DGSL, and the Participating Firms as set forth herein and in the Participation Agreements.
 - 3. Upon request, DGSL shall provide Vendor with copies of signed Participation Agreements and a list of active Participating Firms (including the current Territories for each Participating Firm), as it may be updated from time to time.
- B. No Shared Liability. With respect to this Agreement and any Service:
 - 1. Vendor shall look solely to DGSL for violation of the terms of this Agreement by DGSL, and no other Deloitte Firm shall be liable with respect thereto, and
 - 2. Vendor shall look solely to each Participating Firm for violation of the terms of this Agreement by such Participating Firm and no other Deloitte Firm (including DGSL) shall be liable with respect thereto.
- C. Authorization to Provide Services.
 - 1. Any Covered Personnel and/or Authorized Person designated under a Participation Agreement may contact an Intl.SOS Assistance Center to request the Services. For Services which require prior approval by an Authorized Person Intl.SOS shall obtain such Authorization orally or in writing. When Services have been Authorized, the Subscriber shall not engage another service provider for the same incident so as not to cause confusion, delay or adversely affect the Covered Personnel's well-being.
 - 2. Each Subscriber shall name at least three (3) persons to be the Authorized Persons for purposes of notification, verification and authorization in relation to the Services. The Subscriber shall notify Intl.SOS in writing of the full names and title, contact numbers (including mobile numbers) email and fax numbers of the Authorized Persons. The

authority of these persons to act as Authorized Persons shall not be effective until written notification is received by Intl.SOS. the Subscriber shall notify Intl.SOS of any changes to the Authorized Persons and/or their contact information. In the event the Subscriber has not provided Intl.SOS with details of its Authorized Persons, the signatory on behalf of the Subscriber to the Participation Agreement will be deemed to be the Authorized Person.

3. In the course of providing the Services set out in the Services Schedule Intl.SOS will provide the Authorized Person with information, evaluations and recommendations regarding a Covered Personnel's medical, travel and security status and the costs of providing the services requested. In the event Intl.SOS is unable to reach an Authorized Person after making a reasonable effort to do so, Intl.SOS may arrange for such Services as it deems necessary for the Covered Personnel's well-being.

IV. LICENSE AND INTELLECTUAL PROPERTY RIGHTS.

A. Vendor hereby grants to subscriber, for use by it and its covered individuals, a non-exclusive, non-transferable, worldwide, royalty free, revocable license to use the service for the subscription term specified in the applicable certificate of subscription.

B. Vendor hereby grants to subscriber, for use by it and its covered individuals (including on home office systems and mobile devices), a non-exclusive, non-transferable, worldwide, royalty free, revocable license to use any software (including mobile applications) that is provided by vendor in order to access the service for the subscription term specified in the applicable certificate of subscription

C. Vendor hereby grants to subscriber, for use by it and its covered individuals (including on home office systems and mobile devices), a revocable, non-exclusive, non-transferable, fully-paid, royalty free, worldwide right and license to access, review, download, print, use, store, reproduce the documentation and any content provided by vendor that is not subscriber data in connection with the service.

D. Vendor acknowledges that, as between vendor and subscriber, subscriber owns all right, title, and interest in and to all of its subscriber data and it is the sole property of that subscriber.

E. Subscriber acknowledges that, except for the limited rights granted above, as between vendor and subscriber, vendor owns all right, title and interest in and to the service and documentation.

V. SERVICES; SERVICE LEVELS AND SUPPORT.

A. The Services Schedule attached to this Agreement and incorporated by reference list some of the Services that DGSL may purchase from Vendor.

B. Vendor shall provide all Online/Telephone Services in accordance with the Service Levels and Support Schedule attached hereto.

VI. REPRESENTATIONS AND WARRANTIES.

Vendor hereby represents, warrants, and agrees that:

A. Vendor has the full power and authority to (i) enter into this Agreement, (ii) grant the rights granted in this Agreement, and (iii) provide the Service. Vendor is not restricted in any way, by agreement or otherwise, from any of the foregoing.

B. The Service (i) is either proprietary to Vendor or properly licensed by Vendor from third party providers, (ii) does not infringe, misappropriate, or violate any patent, copyright, trademark, trade secret, contract, or other proprietary right, and (iii) is free of liens, encumbrances, and other claims.

C. Vendor and its Personnel shall not breach any agreement or other obligation to keep in confidence, or to refrain from using, the personal, confidential, proprietary, or trade secret information of any person or entity, and shall not use any such information, in connection with the Service.

D. Either there is no Alternative License Agreement of Vendor or any third party included or referenced in the Service or, if there is such an Alternative License Agreement, it is and shall be superseded in its entirety by this Agreement, and shall be of no force and effect, regardless of whether such Alternative License Agreement is "signed" or otherwise agreed to by any Personnel on behalf of any Deloitte Firm.

E. The Service complies with, and Vendor shall, at its own expense, comply with and assume all liabilities or obligations imposed by, all applicable laws, rules, and regulations of governing judicial or governmental authorities.

F. The Service is performed in accordance with those standards of care, skill and diligence, and according to practices and procedures, customarily followed by a highly trained professional in the performance of the same or similar services.

G. Vendor shall exercise due care, skill and diligence in the referral of Covered Personnel by Intl.SOS such independent third party providers of medical, transportation or security services.

H. The Service conforms to, and performs, functions, and produces results in accordance with, the Documentation, the applicable Certificate of Subscription, and any Subscriber specifications agreed to by Vendor in writing. Vendor has provided or made available to Subscriber all relevant Documentation for the Service. The Documentation is complete and accurate, and the Service does not contain any material undocumented feature.

I. The Service is, and all websites, web pages, and software provided as part of the Service are, browser-neutral and developed and supplied in such a manner that they can be accessed, viewed, used, and have their content displayed in materially the same way regardless of the type of browser being used, including Internet Explorer, Mozilla Firefox, Safari, Chrome, and Opera.

J. DGSL hereby represents and warrants that DGSL has duly authorized DTTS as agent to sign this Agreement on DGSL's behalf.

K. Except as expressly provided in this Agreement or a Certificate of Subscription, each Party disclaims all other representations and warranties, whether express, implied, statutory or otherwise, including warranties of merchantability and fitness for a particular purpose.

VII. INDEMNIFICATION.

A. Vendor shall defend, indemnify, and hold harmless DGSL, each Subscriber, and each of the other Deloitte Firms, each of the foregoing's Covered Personnel (each an "Indemnitee"), from all losses, damages, judgments, liabilities, costs and expenses (including reasonable attorneys' fees), arising from infringement, misappropriation, or violation of any patent, copyright, trademark, trade secret, contract, or other proprietary right (collectively, a "Claim") with respect to any Service, or the use thereof pursuant to this Agreement and/or any Transaction Document, provided that (i) Vendor receives prompt notice of such Claim (provided further, that failure to receive such prompt notice shall not diminish Vendor's obligation hereunder unless, and only to the extent that, such failure prejudices Vendor's ability to defend against such Claim), and (ii) the Indemnitee allows Vendor to control the defense and settlement of such Claim (provided further, that (a) Indemnitee may monitor but not control the defense and settlement of such Claim with counsel of its own choosing and at its own expense, and Vendor shall cooperate in the same, and (b) Vendor shall not propose a judgment or agree to a settlement that attributes fault or liability to an Indemnitee without the prior written consent of DGSL).

B. In addition to the obligations set forth above, if any Service becomes subject to a Claim or its use is enjoined, Vendor will promptly (i) procure for each Subscriber the right to continue to use such Service, (ii) replace or modify such Service in a manner that retains its functionality and quality so that it is no longer infringing, misappropriating or violating such right, or (iii) require each Subscriber, upon advance written notice, to stop using such Service and return to DGSL all unused or unfulfilled portions of the Fees paid by DGSL for such Service.

C. Each Party (an "Indemnifying Party") shall indemnify and hold harmless the other Party (an "Indemnified Party") for all losses, damages, judgments, liabilities, costs and expenses (including reasonable attorneys' fees) related to (i) bodily injury or death or (ii) damage to tangible property, in each case for which the Indemnifying Party or its Personnel was the cause, except to the extent attributable to the fault or negligence of the Indemnified Party claiming indemnification hereunder.

D. Notwithstanding the above, if (i) the Indemnifying Party is unable to take the appropriate action necessary to defend or settle any Claim, including because the Indemnifying Party is insolvent or in bankruptcy, or (ii) the Indemnifying Party breaches or intends to breach this term by not defending or settling any Claim, then in each case the Indemnified Party may take sole control of the defense or settlement of such Claim, and the Indemnifying Party shall be liable to the Indemnified Party for all of the Indemnified Party's costs and expenses related to the same, including attorneys' fees and costs and expenses of settlement or judgment.

E. Subscriber warrants to Vendor that Subscriber has the full legal right to grant to Vendor the right to use, communicate and transfer the Subscriber Data in connection Travel Tracker and that Vendor's use of Subscriber Data as authorized by this Agreement and/or any Transaction Document does not violate any law, rule, regulation, or directive of any jurisdiction.

F. Subscriber shall not include on the websites described in this Agreement and/or any Transaction Document, or otherwise provide, transmit or make available under the Subscriber's Services any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind. Subscriber will only use the Services for lawful purposes, in compliance with all applicable laws including, without limitation, copyright, trademark, obscenity and defamation laws. Vendor reserves the right in its sole discretion, but will not be obligated, to remove data provided under the Agreement and/or Transaction

Document. Vendor will cooperate with government authorities and reserves the right to report breaches or suspected breaches of the law or intellectual property rights to such authorities.

G. Except as expressly provided in this Agreement, each Party disclaims all other indemnities, whether express, implied, statutory or otherwise.

VIII. LIMITATIONS OF LIABILITY.

A. Except as set forth in the following sentence, under no circumstances shall any Party be liable to any other Party for any (i) indirect, special, consequential, incidental, punitive or exemplary damages, costs, expenses or losses or (ii) loss of business or lost profits (regardless of whether either is deemed to be “general,” “direct,” “indirect,” “special,” “consequential,” “incidental,” “punitive,” “exemplary,” or any other category of damages), that, in each case, arise in any way out of this Agreement, any other Transaction Document, or otherwise relate to the subject matter hereof or thereof. The preceding sentence shall not limit any obligation or liability under Section 7 (Indemnification), Section IX (Confidentiality), or Section X (Data Security; Privacy), which shall be limited to five (5) times the Fees paid or payable by DGSL during a twelve month period of the Term. For the avoidance of doubt this section shall not apply to for damages arising from gross negligence, wilful misconduct, or damages that cannot be limited by law.

B. Notwithstanding anything contained in this Agreement or any other Transaction Document, under no circumstances shall any Deloitte Firm (including DGSL) be liable for the actions or inactions of any other Deloitte Firm, or any Covered Personnel of any other Deloitte Firm, with respect to this Agreement, any other Transaction Document, or the subject matter hereof or thereof, except that (i) DGSL shall be liable for its own actions and those of DGSL Covered Personnel, and (ii) each Participating Firm shall be liable for its own actions and those of its affiliated entities in its Territory, and its and their Covered Personnel, all as set forth in its Participation Agreement. Nothing in this Section VIIB shall affect any separate arrangement that may exist between or among any Deloitte Firms regarding indemnification, allocation of liabilities, or otherwise. For clarification, the foregoing sentence relates solely to rights and obligations among the Deloitte Firms and shall not in any way expand any right or remedy that Vendor has under this Agreement.

C. Notwithstanding anything contained in this Agreement or any other Transaction Document, under no circumstances shall any Personnel of any Deloitte Firm have any personal liability to Vendor for any fee or other obligation under this Agreement, any other Transaction Document, or the subject matter hereof or thereof.

D. The information and advice provided by Intl.SOS as further described in the Services Schedule and all referrals are not intended to constitute diagnoses or treatment or to be relied upon as a substitute for clinical advice or management by a treating physician.

E. To the extent permitted by applicable law, the Subscriber waives all claims against Intl.SOS for any loss to the extent arising from any advice given, services provided, acts or omissions of any third party provider of medical, transportation or security services referred to an Covered Personnel by Intl.SOS. For the avoidance of doubt, the Subscriber shall be solely responsible for deciding whether an Employee returns to the workplace.

F. Intl.SOS shall employ reasonable efforts to render the Services hereunder on a worldwide basis. However, the Parties acknowledge that Intl.SOS' ability to deliver any Service is dependent upon and subject to: local and/or international resource availability; national and

international law and regulations; and acquisition of any necessary authorizations issued by the various authorities concerned; all of which are outside of the control of Intl.SOS.

G. Intl.SOS shall be under no obligation to provide the Services to Covered Personnel who, in the reasonable opinion of Intl.SOS, are located in areas that represent conditions in which providing the Services is impossible or unsafe, including without limitation: geographical remoteness; war (whether declared or undeclared); civil or other hostilities; or political unrest.

H. The terms of this Section shall apply to the fullest extent of the law and regardless of whether the damage, cost, expense or loss is based in contract, statute, tort (including negligence) or otherwise.

IX. CONFIDENTIALITY

A. “**Discloser**” as used herein shall be the Party that discloses or causes the disclosure of the Confidential Information at issue or to which such Confidential Information belongs or is otherwise confidential. Without limiting the foregoing, Subscriber shall be considered the Discloser of Confidential Information regardless of whether Vendor receives such information from Subscriber or another Deloitte Firm.

B. “**Recipient**” as used herein shall be the Party that receives Discloser’s Confidential Information.

C. “**Confidential Information**” as used herein shall mean all documents, materials, information and ideas of or about (i) any Deloitte Firm or any of its past, current or prospective clients or suppliers (in which case Subscriber would be Discloser) or (ii) Vendor (in which case Vendor would be Discloser), in each case that are not generally known to the public, including documents, materials, information and ideas relating to business plans, strategies, programs, operations, methodologies, pricing, policies, practices, procedures, products, services, equipment, systems, facilities, human resources, benefits, and Personnel, whether in written, oral, electronic or any other form.

D. Notwithstanding the above, “**Confidential Information**” shall not include information that (i) is or becomes publicly available, other than as a result of disclosure by Recipient in breach of this Agreement, (ii) was known by Recipient prior to receipt of such information from Discloser, or (iii) is developed by Recipient independently of any information received from Discloser. The Service does not constitute Vendor’s Confidential Information, but is subject to the usage restrictions set forth in this Agreement.

E. Recipient shall:

Maintain the confidentiality of the Confidential Information using at least the same degree of care as it employs in maintaining its own trade secret, proprietary and/or confidential information, but in no event using less than a reasonable degree of care.

Limit its use of the Confidential Information solely for purposes of exercising its rights and/or fulfilling its obligations under this Agreement.

Limit access to the Confidential Information solely to those Personnel of Recipient (which, where Subscriber is the Recipient, for purposes of this clause of **Section IX E** only, shall include Personnel of Subscriber and the other Deloitte Firms) who are obligated to maintain the confidentiality of such information.

Not disclose the Confidential Information to any third parties except to its own legal and business advisors who have a need to know such information and who are obligated to maintain the confidentiality of such information, or as otherwise allowed herein.

F. Notwithstanding the above, it shall not be a breach of this Agreement for Recipient to disclose Discloser's Confidential Information (i) pursuant to the prior written consent of Discloser (including as may be permitted herein or in any Certificate of Subscription); (ii) as requested or required by interrogatories, requests for information from a governmental, regulatory or supervisory authority, subpoena or similar legal process, or in accordance with professional standards, or in connection with litigation pertaining hereto, provided that, where reasonably feasible, Recipient shall provide Discloser with notice prior to such disclosure and reasonable assistance in obtaining, through court order, administrative ruling, or otherwise, a limitation or other protection of the Confidential Information that is subject to such disclosure; or (iii) that was disclosed to Recipient on a non-confidential basis from a source other than Discloser (including, where Subscriber is the Discloser, from a source other than Subscriber or another Deloitte Firm) where Recipient reasonably believes that (a) the source is not prohibited from making such disclosure and (b) the information is not otherwise confidential to Discloser, provided that upon discovery of the confidential nature of the information, Recipient immediately takes action to treat such information as Discloser's Confidential Information hereunder.

G. Vendor will not, in the course of performance of this Agreement or thereafter, use the name "Deloitte", "Touche", or "Tohmatsu", or any combination thereof, or any related name, mark or logo, in any press release, advertisement, or other promotional or marketing material or media, whether in written, oral, electronic, visual, or any other form, without, in each case, prior written consent. Such consent shall only be requested by sending an email, attention Head of Procurement, to: globalprocurement@deloitte.com.

H. Each of Subscriber and Vendor recognizes and acknowledges that the Confidential Information is of a special, unique and extraordinary character, disclosure of which cannot be wholly compensated by monetary damages, and that any disclosure or unauthorized use of the Confidential Information, or other breach of this **Section IX** by them or their Personnel (including breach of **Section IXG** above) shall cause the other Party irreparable injury. Each of Subscriber and Vendor, therefore, expressly agrees that, in addition to any rights and remedies which such other Party may have under this Agreement or at law or in equity, such other Party shall be entitled, without the posting of any bond or security, to injunctive and/or other equitable relief to prevent the breach of this **Section IX**, and/or to otherwise secure the enforcement of any of its terms.

X. DATA SECURITY; PRIVACY.

A. Data Security. Vendor represents, warrants, and agrees that the Service incorporates and uses, and Vendor shall incorporate and use, commercially reasonable security measures as follows:

1. Vendor shall implement, maintain, and enforce appropriate administrative, technical, and physical safeguards to (i) ensure the security and confidentiality of Subscriber Data and Personal Information, (ii) protect against anticipated threats or hazards to the security or integrity of Subscriber Data and Personal Information, and (iii) protect Subscriber Data and Personal Information from loss, misuse, and unauthorized access, disclosure, alteration, and destruction, taking into due account the risks involved in the processing and the nature of Subscriber Data and the Personal Information. These safeguards will (a) be no less rigorous than industry accepted standards and (b) include a

written information security plan, information access controls, systems protections (e.g., intrusion protection), physical security measures, data encryption, and employee training.

2. Vendor shall (i) maintain industry standard (or better) back-up, redundancy, disaster recovery, and business continuity measures and procedures to support the continued operation of the Service (“DR Processes”), and (ii) implement and carry out its DR Processes as necessary. Vendor shall (a) annually assess, test, and update its DR Processes and (b) appropriately train its Personnel in the DR Processes, which will include testing and retraining. As part of its DR Processes, Vendor shall maintain back-up copies of Subscriber Data at the primary data center and a geographically separate data center and restore Subscriber Data following a Service outage with a recovery point objective of four hours. All obligations in Section X apply to Vendor’s redundancy and disaster recovery sites and facilities.

3. Vendor shall: (i) continuously monitor the Service, Vendor’s Systems, and Vendor’s Service Locations for a Security Incident; (ii) notify DGSL immediately (but no later than 72 hours) upon confirmation of a Security Incident; (iii) promptly investigate each Security Incident; and (iv) promptly take all commercially reasonable steps (including any steps reasonably requested by Subscriber) to limit, stop, or otherwise remedy, and prevent the recurrence of, each Security Incident. Vendor shall assist Subscriber in connection with any investigation that Subscriber conducts with respect to a Security Incident, including facilitating interviews with Vendor’s Personnel involved with the Security Incident, making available to Subscriber all relevant information, records, logs, files, data reporting, and other materials about the Security Incident (including the circumstances, extent, and causes of the Security Incident), and providing Subscriber with physical access to the facilities and operations affected by the Security Incident. Except to the extent required by applicable law, Vendor shall not undertake any communications, notifications, or correspondence related to any such Security Incident with any regulator, third party, or data subject, in each case, without prior written consent of, and coordination with, Subscriber.

4. The Service is compatible with Microsoft Active Directory Federation Services or SAML 2.0, such that: (i) the Service provides authentication and single sign-on between Subscriber’s network and the Service; (ii) Permitted Users can access and use the Service directly from Subscriber’s networks by virtue of having “signed on” to Subscriber’s networks and without the need to independently “sign on” to access and use the Service; (iii) Subscriber controls provisioning and de-provisioning of accounts and determines the strength of passwords; and (iv) Vendor does not store any usernames or passwords.

5. The Service (including any software or media provided by Vendor which is used to provide or access the Service) does not contain any virus, Trojan horse, worm, backdoor, trapdoor, malware, or Disabling Device.

6. Vendor shall use industry-standard and up-to-date security tools, technologies, and procedures in providing the Service, including appropriate firewall protection, anti-virus and anti-malware protections, and intrusion prevention, detection, and reporting tools. Vendor shall monitor (i) its security tools, technologies, and procedures to confirm that they are installed, functioning, updated, and active and (ii) all software that Vendor uses to provide the Service for vulnerabilities. If one or more vulnerabilities to software that Vendor uses to provide the Service are revealed, Vendor shall promptly remediate

each such vulnerability by applying, as applicable, a security patch, hot fix, or service pack no later than 14 days after the patch, hot fix, or security pack is tested and determined safe for installation and use. Vendor shall promptly assess and test (if applicable) each hotfix, security patch, and service pack to determine it is safe for installation. Vendor shall apply all other patches (i.e., those not arising out of a security vulnerability) no later than 45 days after the date the patch is determined safe.

7. The website link that allows Subscriber and its Covered Individuals to access and use the Service uses industry standard security and encryption methods. All Subscriber Data and Personal Information while in transit is secure and encrypted using at least 256 bit TLS encryption, including when Subscriber Data and Personal Information is transmitted between networks (including email), whether public or private. All Subscriber Data and Personal Information stored on Vendor's Systems is secure and encrypted using at least 256 bit AES (or equivalent) encryption.

8. Vendor shall not store any Subscriber Data or Personal Information on any mobile computing or storage device, such as a laptop computer, PDA, tablet, smart phone, jump drive, backup media, CD, or DVD, unless (i) that data is encrypted using at least 256-bit AES (or equivalent) encryption; (ii) a complex password is required to gain access to the data; and (iii) Vendor shall ensure its Personnel do not share with any unauthorized user any password or PIN required to access the data stored on that device. Vendor shall securely erase all Subscriber Data and Personal Information stored on any mobile device before that device is disposed of, reused, resold, or returned to a vendor at end of a lease. If any Subscriber Data and Personal Information is stored on a laptop, Vendor shall ensure that: (i) anti-virus and anti-spyware software is installed on the laptop and updated in a timely manner (but no less than weekly); (iii) the laptop is physically secured when left unattended; (iv) the laptop requires the screensaver to activate after no more than 10 minutes of inactivity and requires entry of the user's password to access data stored on it; (v) the laptop requires a log-in password that is complex, at least 7 characters in length, which must be changed at least every 90 days and cannot be reused for at least 10 iterations; and (vi) the laptop locks out after not more than 5 invalid log-in attempts at entering the log-in password. If any Subscriber Data and Personal Information is stored on a smartphone or PDA, Vendor shall ensure that: (a) the device requires a password or PIN to gain access to the data stored on it; (b) the device will erase all data stored on it after no more than 8 invalid log-in attempts; and (c) the device locks after a period of inactivity of no more than 20 minutes, requiring that the log-in password or PIN be entered to access the data on it. If any Personal Information is stored on portable media (e.g., CDs, DVDs, and USB drives), Vendor shall ensure that the portable media requires a complex password or PIN to gain access to data stored on it.

9. Vendor has: (i) performed a vulnerability scan during the three-month period preceding the Effective Date and an external penetration test during the twelve-month period preceding the Effective Date; and (ii) appropriately remediated any security issue identified by that vulnerability scan and penetration test. Vendor shall conduct (or have conducted) vulnerability scans of the Service, Vendor's Systems, and Vendor's Service Locations. Such vulnerability scans must (a) be performed by a third party scanner that is nationally or internationally recognized as a provider of data security vulnerability scanning services, (b) include quarterly authenticated network layer vulnerability assessments of both the internal and external internet protocol range, and (c) include both static and authenticated dynamic analysis of the software code underlying the Service

before each major upgrade to the Service. Vendor shall conduct penetration tests of the Service, Vendor's Systems and Vendor's Service Locations. Such penetration test must (1) be performed at least once per calendar year by appropriately qualified Vendor Personnel, (2) encompass both the internal and external network and authenticated application layer, and (3) include at least 80 hours of manual effort. In addition to the timeframes stated above, Vendor shall conduct (or have conducted) a vulnerability scan and penetration test as described in the prior sentences promptly after any Security Incident. Vendor shall promptly remediate each security issue identified by any vulnerability scan or penetration test at Vendor's expense. Upon Subscriber's request, Vendor shall provide copies of all reports generated from any such vulnerability scan or penetration test.

10. Vendor shall promptly correct any OWASP Top 10 security vulnerability identified in the Service. If Vendor does not correct an OWASP Top 10 security vulnerability no later than 60 days after learning of a vulnerability, DGSL may terminate any affected Service under Section XIV B5.

11. Vendor shall conduct a background check on each of its Personnel that (i) have access to, or may process any, Subscriber Data, Personal Information, or Deloitte Technology or (ii) come on site to locations operated by or used on behalf of any Deloitte Firm. Vendor shall conduct the background checks at its sole expense and in accordance with all applicable laws and regulations and complete them before its Personnel have access to Subscriber Data, Personal Information, Deloitte Technology, or Deloitte locations. Each background check will include at least the following: (a) employment history verification; (b) education verification; (c) verification of any licenses or credentials; (d) a criminal records check; and (e) social security number (or similar government issued identifier) verification. If the findings of any background check for, or any subsequent information learned by Vendor about, one of its Personnel causes Vendor, or would cause a reasonable person, to be concerned about the character or fitness of such Personnel for placement with, or access to data of a firm engaged in, tax, audit, consulting, or professional services, Vendor shall not allow such Personnel to access, or have potential access, to Subscriber Data, Personal Information, or Deloitte Technology. Upon reasonable notice, DGSL or a third party chosen by DGSL and acceptable to Vendor (such acceptance not to be unreasonably withheld, delayed, or conditioned) may audit the background checks for purposes of verifying Vendor's compliance with this Section XA12.

12. All written information regarding Vendor's security practices, procedures, and protocols furnished to Subscriber by or on behalf of Vendor, and all the information regarding Vendor's security practices, procedures, and protocols made a part of this Agreement, is true, accurate, and complete, and contains no untrue statement of a material fact or omits any material fact necessary to make such information not misleading.

13. If Vendor is granted access to any Deloitte Technology in connection with the Service, Vendor shall (i) comply with any policies or instructions of the applicable Deloitte Firm regarding such Deloitte Technology, (ii) use such Deloitte Technology only in connection with the Service, (iii) not permit any other individual to access such Deloitte Technology, (iv) upon Subscriber's request, cease access to and use of such Deloitte Technology and return all Deloitte Technology to Subscriber, and (v) not deactivate, disable, or introduce any Disabling Device, viruses, Trojan horse, worm,

backdoor, trapdoor, malware, or other similar code to such Deloitte Technology, or otherwise take action that would cause any damage or harm to any Deloitte Technology. Vendor's Personnel who are on site at locations operated by or used on behalf of any Deloitte Firm will observe any working rules or schedules of such Deloitte Firm that they are notified of.

B. Use and Disclosure of Subscriber Data; Privacy Protections. In addition to complying with its other obligations and requirements under this Agreement, Vendor represents, warrants, and agrees that:

1. Unless legally prohibited from doing so, if Vendor receives a Discovery Request (as defined below), Vendor shall notify such Subscriber immediately of that Discovery Request and provide such Subscriber with all documentation related to the Discovery Request (and, if DGSL is not the Subscriber, Vendor shall provide such notice and documentation to DGSL at the same time it provides it to Subscriber), including the Subscriber Data or Personal Information that Vendor is contemplating disclosing. Vendor will not be in violation of its obligations under Section XB1 when Personal Information or Subscriber Data is disclosed by Vendor to the extent legally required by a valid order of a court of competent jurisdiction or administrative agency, or a validly enforceable subpoena; provided that (i) Vendor provides prompt written notice to Subscriber (and, if DGSL is not the Subscriber, Vendor shall provide such notice and documentation to DGSL at the same time it provides it to Subscriber) of any such request or requirement with reasonably sufficient details regarding the request or requirement and the Personal Information or Subscriber Data that Vendor is contemplating disclosing so that DGSL and/or another Deloitte Firm may seek a protective order or other appropriate remedy, (ii) Vendor reasonably cooperates with DGSL or any other Deloitte Firm in their efforts to seek such order or remedy, and (iii) Vendor takes all reasonable steps to preserve the confidentiality and privileged nature of the Subscriber Data or Personal Information, including requesting that the Subscriber Data or Personal Information not be disclosed to non-parties or the public. If DGSL or another Deloitte Firm does not obtain a protective order or other appropriate remedy, Vendor shall furnish only that portion of the Subscriber Data or Personal Information that is, on the advice of Vendor's counsel, legally required to be disclosed and, upon DGSL's or another Deloitte Firm's request, use best efforts to obtain assurances that the disclosed Subscriber Data or Personal Information is given confidential treatment. For purposes of this Agreement, a "Discovery Request" means a subpoena, document request, investigatory demand or other judicial, regulatory, or governmental process seeking disclosure of information about or related to Personal Information or Subscriber Data.

2. Vendor shall Process and use Subscriber Data and Personal Information solely and exclusively for the specific purposes for which that Subscriber Data or Personal Information is provided to Vendor under the terms of this Agreement, or in compliance with the Subscriber's written instructions. Vendor shall inform Subscriber if (in Vendor's opinion) Subscriber's instructions (including specific purposes for which it was provided to Vendor under the terms of this Agreement) would be in breach of: (i) the GDPR; or (ii) other applicable privacy laws. If Vendor cannot Process Personal Information in compliance with the foregoing, Vendor shall promptly inform Subscriber of its inability to comply and shall cease Processing Personal Information until it can remediate such noncompliance. If Vendor is required by applicable law, regulation, professional rules, or professional standards to Process the Personal Information other than as instructed by Subscriber, Vendor shall disclose that requirement to Subscriber before Processing,

unless that requirement prohibits such disclosure on grounds of public interest. Vendor shall reproduce Subscriber Data and Personal Information only to the extent necessary for these purposes. Without limiting the foregoing, Vendor shall not engage in “data mining” of Subscriber Data or Personal Information (whether through automated or human means) or use Subscriber Data or Personal Information for any advertising or other commercial purposes that benefits Vendor or a third party.

3. Vendor shall comply with all data protection and privacy laws applicable to Vendor with respect to Subscriber Data and Personal Information, including GDPR. As of the Effective Date, Vendor has no reason to believe that there exists any applicable law that would have a substantial adverse effect on the assurances provided for under Section 10B. Vendor shall inform DGSL if it becomes aware of any such laws, and upon receipt of that notice, DGSL or an affected Participating Firm may suspend transfer of data and/or DGSL may terminate this Agreement under Section XIVB5. Vendor shall provide reasonable assistance to Subscriber with any data protection impact assessments, and prior consultations with competent data privacy authorities, which Subscriber reasonably considers to be required by Article 35 or 36 of the GDPR or equivalent provisions of any other applicable law, in each case solely in relation to Processing of Personal Information by, and taking into account the nature of the Processing and information available to, Vendor. “GDPR” means the EU General Data Protection Regulation 2016/679. “Process/Processing/Processed” means any operation or set of operations which is performed upon Personal Information, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, or erasure or destruction

4. Without limiting the foregoing, if any Personal Information relates to a resident of Massachusetts and constitutes “Personal Information” as defined in 201 CMR 17.02 (as may be amended), Vendor shall comply with the obligations of 201 CMR 17.00 et. seq. (as may be amended), entitled “Standards for the Protection of Personal Information of Residents of the Commonwealth”, with respect to such Personal Information.

5. Upon (1) termination of this Agreement or any Certificate of Subscription for any reason, (2) the non-renewal of a Service, or (3) the written request of DGSL, all Subscriber Data and Personal Information in Vendor’s possession or under its control shall be promptly, at DGSL’s option either (i) deleted or destroyed in a manner that prevents its recovery or restoration (with Vendor certifying to DGSL that such deletion or destruction has occurred) or (ii) transferred and returned to DGSL (or its designee) in a secure manner without Vendor retaining any actual or recoverable copies thereof.

6. Vendor shall inform DGSL immediately of any request, complaint, or inquiry that Vendor receives with respect to Personal Information (each, a “PI Request”) without responding to that PI Request (unless otherwise authorized by DGSL in writing) and cooperate fully and in a timely manner with DGSL with regard to a PI Request.

7. Vendor shall cooperate with, and take such action as reasonably required by Subscriber, including the execution of an additional data protection agreement that is legally adequate, to enable it or any other Deloitte Firm to comply with its obligations under applicable data protection and privacy laws as they relate to Personal Information. Without limiting the foregoing, Vendor and Subscriber agree that the Standard Contractual Clauses for Data Processors as attached to this Agreement (the “Standard

Contractual Clauses”) shall apply to the transfer of Personal Information to Vendor from any data exporter (as defined in the Standard Contractual Clauses). Vendor shall execute the Standard Contractual Clauses with any Deloitte Firm that wishes to do so. If the Standard Contractual Clauses are amended, updated, or replaced, upon request of any Deloitte Firm Vendor shall promptly execute the amended, updated, or replacement version as provided to the Vendor by any Deloitte Firm. The execution of any such new versions of the Standard Contractual Clauses or any additional data protection agreement will not constitute a new Service. Vendor shall also require that any Approved Subcontractors comply with the applicable terms of this Section X, the Standard Contractual Clauses and the applicable terms of any additional data protection agreement, or otherwise utilize and comply with the requirements of an alternative legal mechanism that is legally adequate to legitimize the processing of such Personal Information (such as binding corporate rules).

8. If Vendor determines that it can no longer meet one or more obligations under this Section X, Vendor shall promptly (a) notify DGSL and Subscriber thereof and (b) take reasonable and appropriate steps to stop and remediate such noncompliance. In addition, if Vendor receives notice that it is not meeting one or more of its obligations under this Section X, Vendor will take reasonable and appropriate steps to stop and remediate such noncompliance. The obligations in this Subsection are in addition to, and shall not limit, any other obligations of Vendor pursuant to this Agreement, the Standard Contractual Clauses, or an alternative legal mechanism that is legally adequate to legitimize the processing of Personal Information (such as binding corporate rules).

9. Vendor shall comply with the Data Privacy Addenda attached to this Agreement.

10. Vendor’s Personnel. Vendor shall (i) inform its Personnel that have access to Subscriber Data and Personal Information of the requirements in this Section X and (ii) ensure that those Personnel are bound by, and comply, with those requirements.

C. Subcontractors. Vendor may not subcontract any part of the Service except in accordance with the following process:

1. Vendor shall provide a list of Subcontractors as of the Effective Date and such list shall be attached to this Agreement (the “Approved Subcontractor List”). The Approved Subcontractor List shall specify the name, location, and scope of Services provided by the Subcontractor. Vendor may subcontract the Services to any entity on the List

2. In addition to the foregoing, Vendor will notify Deloitte Firm at least 30 days in advance of any proposed changes to the Subcontractor List (including any change to the identity, location or scope of Services provided by any Subcontractor), which may include providing such notice via a subscription service which notifies Deloitte Firm upon any such proposed change to the Approved Subcontractor List. If Deloitte Firm has a reasonable objection to Subcontractor’s processing of Personal Information, Deloitte Firm may object to Vendor’s use of such Subcontractor, location, or change in scope by notifying Vendor in writing within thirty (30) days after receipt of Vendor’s notice. In such event, the parties will work in good faith to discuss a resolution. Vendor may choose to: (i) not use the Subcontractor with respect to such Deloitte Firm, (ii) take the corrective steps requested by Deloitte Firm to resolve its objection, and use the Subcontractor or (iii) any alternative course, including the provision of such Services by Vendor. If none of these options are reasonably possible and Deloitte Firm continues to object, DGSL

may provide notice of termination of the Service as to such Deloitte Firm, and Vendor shall issue a refund for all unused but prepaid fees applicable to such Deloitte Firm. If Deloitte Firm does not object within thirty days of receipt of the notice, Deloitte Firm is deemed to have accepted the new Subcontractor. The Approved Subcontractor List shall be updated accordingly, including deletion of any Subcontractor that has been removed from the Approved Subcontractor List.

3. Responsibility for Subcontractors. Prior to entering into an agreement with any Subcontractor, Vendor shall be responsible for evaluating the security, privacy and confidentiality practices of that proposed Subcontractor. Subcontractor shall have security certifications that evidence its use of appropriate security measures in accordance with the terms of this Agreement. Vendor shall enter into a written agreement with each Subcontractor. Vendor's agreement with its subcontractor shall impose on the subcontractor obligations that are at least equivalent to those set forth in this Agreement. Vendor shall ensure that each Subcontractor complies with all applicable requirements and obligations of Vendor under this Agreement. Vendor will be liable for each act, error, or omission of a subcontractor to the same extent Vendor would have been had it been an act, error, or omission of Vendor.

XI. AUDIT RIGHT.

A. Upon Subscriber's reasonable request on one or more occasions, Vendor shall promptly provide Subscriber with all information that it requests through its vendor risk assessment process and any other information that it requests regarding Vendor's compliance with its obligations under Section X, including evidence that demonstrates Vendor's adherence to stated security controls and processes, visibility into Vendor's security metrics reporting tools, any available documentation concerning Vendor's security measures, and any audit reports or results of any audits (including any SOC-2 audits) or tests (including penetration and vulnerability tests) performed on the Service, Vendor's Systems, Vendor's Service Locations, or any component of the foregoing. Notwithstanding any restrictions imposed on the disclosure of Confidential Information in Section IX, Subscriber may disclose any audit report or results of any audit that it receives under the foregoing sentence to its regulators, clients, and auditors, on the condition that they are obligated to keep that information confidential.

B. Subscriber may confirm and validate Vendor's compliance with the terms of Section X through annual audits of Vendor's Systems, Vendor's Service Locations, and Vendor's documents. Upon reasonable notice, Subscriber, its Personnel, auditors, and regulators may audit, examine, assess, and review (i) the Service, (ii) Vendor's Systems, (iii) Vendor's Service Locations, (iv) Vendor's documents, operations, practices, and procedures related to the Service, (v) when reasonably feasible Approved Subcontractors, and (vi) any other items necessary for Subscriber to comply with applicable laws, regulations, or professional standards. Vendor shall provide access, at all reasonable times, to (a) Vendor's Service Locations and Vendor's Systems, (b) all data and records relating to the Service, and (c) Vendor Personnel knowledgeable about the Service.

C. For the protection and security of Vendor personnel, facilities, business operations and business records, Subscriber's audit team shall consider Vendor's request that Subscriber not record, copy, film, photograph, or remove (each as applicable), any materials, records, reports, documentations, personnel, or any portion of the facilities.

D. The audit will not include any internal or external penetration test or internal or external vulnerability scan or automated system configuration checks or automated firewall rule-base

checks as Vendor uses a shared infrastructure and providing these details may lead to compromise of the security/ privacy of other clients.

E. Vendor shall bear the costs of Vendor's compliance with section X with the exception of costs related to DGSL's personnel or contractors in connection with audits under this section.

F. If DGSL is not satisfied in its sole discretion after any audit, examination, assessment, or review of Vendor's compliance with its obligations under Section 10 or any vulnerability scan or penetration test, then, at DGSL's option: (i) Vendor shall remediate within a reasonable timeframe all issues identified by DGSL so as to be in compliance with Section X and provide DGSL with written evidence of remediation; or (ii) DGSL may terminate any affected Service under Section XIV B5.

G. Service Disruption; Ceasing Business Operations; Data Security Compliance Costs.

Vendor shall promptly inform DGSL if there is any substantial disruption of the Service, including any suspected breach of applicable law, regulation, or the terms of **Section X**, or other material irregularities in relation to the processing of Subscriber Data or Personal Information.

Vendor shall provide DGSL with at least 90 days' prior written notice of impending cessation of its business or that of any Approved Subprocessor and take all actions requested in accordance with **Section XIV C4**.

H. Vendor is responsible for paying all costs and expenses related to its compliance with its obligations under Section X, except to the extent specified otherwise in this Agreement or an applicable Certificate of Subscription. Relationship of the Parties.

I. Where relevant under applicable law, the parties agree that for the following Services the controller/processor roles listed below apply:

<u>ISOS Service</u>	<u>Subscriber</u>	<u>Intl.SOS</u>
Travel Tracker	Controller	Processor
Medical Assistance Services	Independent Controller	Independent Controller
Travel Assistance Services	Independent Controller	Independent Controller
Security Assistance Services	Independent Controller	Independent Controller

J. When Intl.SOS is acting in its capacity as a processor it shall comply with the Data Privacy Addendum for Controller-to-Processor attached to this Agreement.

K. Where Intl.SOS and Subscriber are acting in their capacities as independent controllers, they shall each comply with the Data Privacy Addendum for Controller-to-Controller attached to this Agreement.

XII. DATA HOLD.

A. Each Subscriber will have exclusive ownership of its own Subscriber Data and no other Subscriber will have any control of, or access to, the Subscriber Data of any other Subscriber, unless provided by a Subscriber in the course of using the Service to another Subscriber.

B. If Subscriber notifies Vendor in writing to hold, freeze or otherwise preserve some or all of its Subscriber Data (a “Data Hold”), Vendor shall implement, within three business days, commercially reasonable measures to preserve that Subscriber Data (including related metadata) in the state in which it exists at the time Subscriber notifies Vendor of the Data Hold. Vendor’s reasonable measures to preserve Subscriber Data subject to a Data Hold will include making a “snapshot” or backup copy of the Subscriber Data, disabling write access to the Subscriber Data (unless such Subscriber informs Vendor that doing so will interfere with its business functions), and disabling automatic deletion or maintenance routines. Vendor shall promptly confer with Subscriber and its counsel on the measures to be undertaken if there is a Data Hold. If the need arises, Vendor will make available to Subscriber a representative who can explain Vendor’s preservation efforts to an adversary, a regulatory agency, or a court of law, as required, and provide any affidavits or testimony. Within ten business days of receiving a Data Hold request from Subscriber, Vendor shall provide to Subscriber extracted copies of the requested Subscriber Data in native format with metadata intact (or in another format suitable for discovery purposes or that Vendor and Subscriber jointly agree upon). If the requested data extraction cannot be achieved for technical or other reasons, Vendor shall make available to Subscriber a representative who can explain how the Service operates, including to a regulatory agency, a court of law, or a party that is in litigation with Subscriber, as may be required by Subscriber, and provide any requested affidavits or testimony.

C. Upon Subscriber’s Data Hold request (whether to respond to discovery disclosure obligations and similar processes or otherwise), Vendor will furnish to that Subscriber, within ten business days, a summary of the locations, servers, and data storage devices that may contain Subscriber Data.

XIII. INSURANCE.

A. Vendor shall secure and maintain adequate insurance to meet its obligations and cover all operations and Services provided under this Agreement (collectively, “Vendor’s Insurance Coverage”), including: (i) commercial general liability insurance written on a “claims-made basis” that includes coverage for bodily injury, advertising injury, contractual liability assumed under an insured contract, and completed operations; (ii) workers’ compensation insurance and other insurance as required by statutes in the states and countries in which the Services will be performed; (iii) fidelity bond or commercial crime insurance (including electronic and computer crime or unauthorized computer access insurance); (iv) errors and omissions insurance; and (v) cyber liability, network security, and privacy liability insurance. For items (i), (ii), and (iii), Vendor shall maintain Vendor’s Insurance Coverage with policy limits of at least USD1,000,000 for each accident, occurrence, claim, wrongful act, or loss (as applicable) and USD2,000,000 in the aggregate, or such other amount as required by law or local customary practice, whichever is greater. For item (ii) the policy limit shall be in compliance with statutory requirements. For items (iv) and (v) policy limits of at least USD10,000,000, including in the aggregate, shall be maintained.

B. Vendor’s Insurance Coverage will be (i) underwritten by one or more insurance companies that have an A.M. Best financial strength rating and financial size category of at least “A- VIII” and (ii) written as primary policies for the Services and not as policies contributing to,

or to be used in excess of, any insurance policy or self-insurance program in which a Subscriber may participate (except for workers' compensation, fidelity bond or commercial rime, errors and omissions, and cyber liability, network security and privacy liability insurance). If Vendor's Insurance coverage includes any "claims made" insurance, Vendor shall ensure that all acts, errors, and omissions of Vendor and its Personnel are "continually covered" during the term of this Agreement and for a period of at least three years after this Agreement is terminated, including, as applicable, by purchasing "tail insurance" if Vendor's insurance coverage lapses or "nose insurance" and "tail insurance" if Vendor changes insurance companies.

C. Vendor shall name the Deloitte Firms as additional insureds on each applicable policy in Vendor's Insurance Coverage (except for workers' compensation, fidelity bond or commercial rime, errors and omissions, and cyber liability, network security and privacy liability insurance).. On or before the Effective Date and thereafter upon DGSL's reasonable request, Vendor shall provide DGSL with certified copies of all applicable endorsements and certificates of insurance, which will (i) provide prior written notice to DGSL of any proposed cancellation or expiration without renewal, or any material modification or change to the terms, of any Vendor Insurance Coverage, and (ii) indicate that the Deloitte Firms have been endorsed as an additional insured for the Vendor Insurance Coverage, as applicable. Upon DGSL's request, Vendor shall provide DGSL with certified copies of the policies included in Vendor's Insurance Coverage.

D. Vendor shall pay all costs and expenses related to Vendor's Insurance Coverage and its compliance with this Section XII. If any policy in Vendor's Insurance Coverage is in excess of a deductible or self-insured retention, Vendor shall pay any such deductible or self-insured retention.

E. All Approved Subcontractors are subject to the requirements of this Section XII, and each Approved Subcontractor shall procure and maintain the same coverage required of Vendor under this Section XII. Vendor shall include all Approved Subcontractors as additional insureds under its policies (other than workers' compensation) or shall ensure that each Approved Subcontractor maintains the required insurance coverage. Upon DGSL's request, Vendor shall provide proof of insurance for each Approved Subcontractor.

F. The insurance coverage stated in this Section XII is the minimum requirement, and this requirement does not lessen or limit the liability of Vendor or any Approved Subcontractor. Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it considers necessary to cover its obligations and liabilities under this Agreement.

XIV. NOTICES.

A. All notices given hereunder shall be in writing, and shall be deemed to be duly given if delivered by any of the following methods: (i) by electronic mail or facsimile; (ii) by personal delivery; (iii) by registered or certified mail, postage prepaid, return receipt requested; or (iv) by a globally or nationally (as the case may be) recognized express mail, courier, or delivery service ("Express Courier"). A notice sent by electronic mail or facsimile shall be deemed given on the date of electronic confirmation of receipt. A notice sent by personal delivery, certified mail or Express Courier shall be deemed given on the date of receipt or refusal of receipt.

B. Notwithstanding the foregoing, notices of breach or termination sent by Email or facsimile are not valid unless also sent and received by one of the other methods stated herein.

C. Notices shall be sent to the respective addresses/contacts of each Party as follows, and any change of address/contact shall be made according to the procedure stated above.

ALL Notices to Intl.SOS shall go to:

International SOS Assistance, Inc.
3600 Horizon Blvd, Suite 300 Trevoise, PA 19053
Attn: Chief Executive Officer, Assistance Americas
Email: Jarrett.Michau@internationalsos.com
Fax: 215-942-8226_

ALL Notices to DGSL regarding any matter pertaining to this Agreement shall go to:

Deloitte Global Services Limited
1221 Avenue of the Americas
39th Floor, New York, NY 10020, USA
Attn: Global Procurement Administrator
Email: globalprocurement@deloitte.com
Fax: 212-492-3463

Provided that any Notices to DGSL regarding Breach or Termination of this Agreement shall also go to:

Deloitte Global Services Limited
1221 Avenue of the Americas
39th Floor, New York, NY 10020, USA
Attn: Global Procurement Administrator
Email: globalprocurement@deloitte.com
Fax: 212-492-3463

ALL Notices to a Participating Firm regarding any matter pertaining to this Agreement shall go to the contact specified in the Participating Firm's Participation Agreement.

XV. TERM AND TERMINATION.

A. Term. This Agreement shall be effective as of the Effective Date and continue until terminated as provided herein.

B. Termination.

1. Termination for Bankruptcy, etc. Either DGSL (but no other Deloitte Firm) or Vendor may terminate immediately (i) this Agreement and/or (ii) any Service, in each case if the other Party ceases business operations, makes a general assignment for the benefit of creditors, becomes insolvent or the subject of voluntary bankruptcy or receivership proceedings, or if bankruptcy or receivership proceedings are initiated against it and not lifted within 10 days.

2. Termination of Agreement for Breach. Either DGSL (but no other Deloitte Firm) or Vendor may terminate this Agreement upon 30 days' prior written notice of termination, for material breach of this Agreement by the other Party, if the other Party does not cure such breach within such 30 day period. Such notice shall set forth in reasonable detail the nature of the breach and the date of termination.

3. Termination of Service for Breach. DGSL (but no other Deloitte Firm) may terminate any Service, upon 30 days' prior written notice of termination, for Vendor's material breach of the terms of such Service, if Vendor does not cure such breach within such 30 day period. Such notice shall set forth in reasonable detail the nature of the breach and the date of termination. Material breach of the terms of any Service shall be considered a material breach of this Agreement which shall allow DGSL (but no other Deloitte Firm), if it so chooses, to also terminate this Agreement as set forth in Subsection 2 above. DGSL (but no other Deloitte Firm) may also terminate a Service as set forth in the Service Levels and Support Schedule attached hereto.

4. Independence. DGSL may also terminate this Agreement if DGSL determines in its sole discretion that the existence of this Agreement or any performance under this Agreement would be in conflict with any independence requirements, professional rules, or laws relating to the provision of audit or accounting services by any Deloitte Firm.

5. Security Incident or Material Breach of Security Obligations. DGSL may immediately terminate this Agreement, without incurring any liability or penalty, by delivery of written notice of termination upon the occurrence of either (i) any Security Incident that results in Subscriber determining that Subscriber Data or Personal Information is at risk with Vendor or (ii) any material breach of Vendor's obligations under Sections IX or X. That termination will be effective as of the date specified by DGSL in its notice of termination. This termination right does not limit, and is in addition to, any other right that DGSL may have to terminate this Agreement and any other remedy that available to DGSL or any other Subscriber.

6. Termination of Agreement, Service, or Certificates of Subscription. In addition to the foregoing, DGSL may at any time, for any reason or for no reason, terminate performance under this Agreement or any Certificate of Subscription or any Service provided by the Vendor, in whole or in part, by 30 days' prior written notice of termination to the Vendor, which notice shall state the extent to which such performance shall be terminated and the date upon which such termination shall become effective. Upon receipt of such notice the Vendor shall:

- a) Stop work on the date and to the extent specified in such notice; and
- b) Take such further action regarding termination as DGSL may reasonably direct (including continuing to provide the Services until the effective date of termination).

7. In the event of a partial termination of this Agreement or any Certificate of Subscription, the Vendor shall proceed with the performance of such part of the Services as is not terminated, and the amount payable under this Agreement and the applicable Certificate of Subscription shall be reduced, as mutually agreed upon by the Parties, to reflect the performance to be continued.

8. Continued Provision of Service. Vendor agrees to continue to provide the Service during any breach or alleged breach unless and until such obligations are terminated as provided herein.

C. Effect of Termination; Survival.

1. Termination of this Agreement shall automatically terminate all Services and all Certificates of Subscription.
2. Termination of any Service and/or any Certificate of Subscription shall not terminate this Agreement unless DGSL provides notice that specifically states that this Agreement is also being terminated.
3. Upon termination of any Service or Certificate of Subscription for termination in the event of a breach, DGSL shall promptly receive a pro-rata refund from Vendor of all pre-paid the Fees for such Service Certificate of Subscription, calculated on a daily basis.
4. If this Agreement or any Service or Certificate of Subscription is terminated, then, at DGSL's option, Vendor shall continue to provide the Service for twelve months following the date of termination or such shorter period as requested by DGSL (that period of time, the "Transition Period"). During the Transition Period, Vendor shall cooperate with, and take such action and is reasonably requested by, Subscriber to transition all Subscriber Data in Vendor's possession or under Vendor's control from Vendor to Subscriber or a third party designated by Subscriber, as applicable. If this Agreement or any Service or Service Order is terminated due to Vendor's breach, ceasing business operations, bankruptcy, insolvency or receivership, then Vendor will provide the Service during the Transition Period (i) free of a Subscription Fee during the first three months of the Transition Period and (ii) at the rates paid by DGSL for the Service immediately before the Transition Period except with respect to the Services under Annex B, Section 1 for which the DGSL or the Participating firm shall pay the Reimbursements. If this Agreement or any Service or Service is terminated due to any other reason, then Vendor will provide the Service during the Transition Period at the rates paid by DGSL for the Service immediately before the Transition Period. The transition of Subscriber Data during the Transition Period will be done through a mutually agreed standard conversion format and on electronic and digital media reasonably requested by DGSL.
5. Sections I, IIB, IIC, IVB, IVC, IVD, VI, VII, VIII, IX, X, XI, XII, XIII, XIVC, XIVD, and XV shall survive termination of this Agreement.

D. Participating Firms.

1. No Termination of This Agreement; Termination of Participation. Notwithstanding any other term herein, any breach or other action or inaction by a Participating Firm shall not be grounds for termination of this Agreement; provided that Vendor may terminate a Participating Firm's participation (in whole but not in part) in this Agreement upon 30 days' prior written notice to DGSL and such Participating Firm of termination, for material breach of such Participating Firm's obligations under its Participation Agreement and/or this Agreement, if the Participating Firm does not cure such breach within such 30 day period. Such notice shall set forth in reasonable detail the nature of the breach and the date of termination. A Participating Firm's participation in this Agreement shall terminate, upon 30 days' prior written notice of termination, if Participating Firm determines in its reasonable discretion based on industry standards that its participation in this Agreement or any performance hereunder would be in conflict with any independence requirements, professional rules, or laws relating to the provision of audit or accounting services by Participating Firm or any of its affiliated entities within such Participating Firm's Territory. In addition, a Participating Firm's participation in this Agreement shall terminate as set forth in its Participation Agreement.

2. Effect of Termination of Participation. Upon termination of a Participating Firm's participation in this Agreement, such Participating Firm shall no longer have any right to receive additional Service from Vendor hereunder.

XVI. GENERAL TERMS.

A. Construction.

Agreement Headings and Numbering. Section and paragraph headings and numbers used in this Agreement are included for convenience of reference only and, if there is any conflict between any such numbers and headings and the text of this Agreement, the text shall control.

Including. As used in this Agreement, the word "including" means "including, without limitation," and the word "include" means "include, without limitation,".

B. Entire Agreement. This Agreement (plus, in the case of each Participating Firm, such Participating Firm's Participation Agreement) constitutes the full and complete agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements, both written and oral, between the Parties with respect to its subject matter. This Agreement supersedes and terminates the Corporate Comprehensive Service Program Contract, dated as of June 1, 2008, by and between Deloitte Global Services Limited, International SOS Assistance, Inc., and Control Risks Group LTD.

C. Participation Agreements. Each Participating Firm's Participation Agreement is an integral part of this Agreement with respect to Vendor and such Participating Firm only. In the event of a conflict between the terms of this Agreement and any Participation Agreement, the terms of this Agreement shall prevail.

D. Ancillary Documents. Any Schedule, Exhibit, Appendix or attachment to this Agreement is an integral part of this Agreement. In the event that there is any conflict in the terms of any such document on the one hand and this Agreement on the other, the terms of this Agreement shall prevail.

E. Invoices; Conflict. No invoice shall add to, delete or otherwise modify the terms of this Agreement. Payment of an invoice shall not be considered a waiver by DGSL of the preceding sentence or an agreement by DGSL to any terms in such invoice that would otherwise violate the preceding sentence.

F. Certificates of Subscription; Conflict. Any Certificate of Subscription is an integral part of this Agreement. Except as set forth in the following sentence, the terms of this Agreement shall prevail over any conflicting terms in a Certificate of Subscription. In the event a Certificate of Subscription that is signed on behalf of both Vendor and DGSL states that specific terms of this Agreement are revised, supplemented, or amended by such Certificate of Subscription, then such Certificate of Subscription will prevail only with respect to (i) such specifically referenced terms and (ii) the Service ordered pursuant to such Certificate of Subscription; provided that, notwithstanding the foregoing, no Certificate of Subscription may revise, supplement, or amend Section VII (Indemnification), Section VIII (Limitation of Liability), Section IX (Confidentiality), Section X (Data Security; Privacy) and such Sections may only be revised, supplemented, or amended pursuant to a separate document as provided in Subsection G below.

G. Amendments. Except as set forth in Subsection F above Certificate of Subscription, this Agreement may only be revised, supplemented, or amended by a written document signed on

behalf of both Vendor and DGSL (but not any other Deloitte Firm) that specifically states that it is intended to revise, supplement, or amend this Agreement. DGSL shall provide the Participating Firms with access to any such revision, supplement or amendment signed on behalf of DGSL and Vendor as provided in the Participation Agreements. With respect to any Participation Agreement, such revision, supplement, or amendment shall be considered an amendment to this Agreement and be applicable to each Participating Firm as set forth in its Participation Agreement.

H. Severability. If any term in this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such term shall be reformed to the maximum extent allowed by law to reflect the original intent of the Parties (or, in absence of such intent, the same economic effect) as closely as possible to the invalid, illegal, or unenforceable term, and the other terms of this Agreement will remain in full force and effect in such jurisdiction. Such invalidity, illegality, or unenforceability shall not affect any other term in this Agreement, or invalidate or render unenforceable such term, in any other jurisdiction.

I. Waiver of Breach. No waiver of any breach, or of any objection to any act or omission connected therewith, shall be implied or claimed by any of the Parties, or be deemed to constitute a consent to any continuation of such breach, act or omission, unless contained in a writing signed on behalf of the Party against whom enforcement of such waiver or consent is sought.

J. Remedies Not Exclusive. Exercise or enforcement of a right or remedy given in this Agreement shall not be considered to be in lieu of enforcement of other rights or remedies otherwise existing at law or equity, unless specifically waived in writing.

K. Applicable Laws. Except as set forth in Clauses IX and XI of the Standard Contractual Clauses with respect to the Standard Contractual Clauses, all matters arising out of or otherwise relating to this Agreement, including all rights and obligations of the Parties arising out of or otherwise relating to this Agreement, shall be governed by, construed in accordance with, and enforced under, the laws (both substantive and procedural) of the State of New York, USA (but specifically excluding the United Nations Convention on Contracts for the International Sale of Goods), without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). Any legal suit, action, or proceeding arising out of or otherwise relating to this Agreement or the transactions contemplated hereby shall be instituted in the Federal Courts of the United States of America or the courts of the State of New York, in each case located in the Borough of Manhattan and County of New York, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

L. Waiver of Jury Trial. Each Party hereby agrees to irrevocably waive its right to a jury trial in any action, proceeding or counterclaim, whether in contract, statute, tort (including negligence) or otherwise, relating to this Agreement or the subject matter hereof.

M. Assignment. This Agreement may be assigned by DGSL in whole but not in part to any other Deloitte Firm. Any licenses granted hereunder that are held by Subscriber may be transferred to another Deloitte Firm that agrees to be bound by the terms hereof with respect to such licenses. Any Party hereto may assign this Agreement in whole but not in part to any successor entity. Except as set forth in the preceding sentences, no Party may assign this Agreement, in whole or in part, to any third party, without the express prior written consent of the other Party. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

N. Relationship of the Parties. No agency, partnership, franchise, or joint venture is created among or between any of the Parties by this Agreement.

O. Bankruptcy. DGSL and each Participating Firm will retain and may fully exercise all of its rights under the United States Bankruptcy Code, as it may be amended or supplemented from time to time (the "Code"). In the event of the commencement of a bankruptcy case or proceeding by or against Vendor under the Code, DGSL and each Participating Firm will be entitled to retain all of its rights under this Agreement to any "intellectual property" (as defined in 11 U.S.C. § 101(35A)) that may be deemed licensed to DGSL and such Participating Firm under this Agreement, and, if Vendor files for bankruptcy, or if any action or proceeding under the Code is filed against Vendor, this Agreement will be governed by, and DGSL and each Participating Firm shall be entitled to the rights and protections provided pursuant to, 11 U.S.C. § 365(n), as the same may be amended or supplemented from time to time.

P. No Construction Against Drafter. If an ambiguity or question of intent or interpretation arises with respect to any term of this Agreement, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise, and no rule shall be enforced, favoring or disfavoring any Party by virtue of authorship of any of the terms of this Agreement.

Q. Counterparts. This Agreement and each Certificate of Subscription, and any amendments hereto or thereto, may be signed and delivered in one or more counterparts, all of which shall constitute one and the same instrument. Facsimile, photo or electronically produced copies of this signed Agreement or of any signed Certificate of Subscription or amendment will legally bind the Parties to the same extent as an original document.

R. Force Majeure.

S. A "Force Majeure Event" shall mean an act of nature (including fire, flood, earthquake, storm, or other natural disaster); war, terrorism or similar hostilities (whether declared or not); nationalization, embargo or similar unforeseen government action; and other similar events that are, in each case, both proximately caused by events beyond the reasonable control of the Party claiming the Force Majeure Event and occurring without its fault or negligence.

T. No Party shall be liable for any delay or default in performing hereunder if such delay or default is caused by a Force Majeure Event; provided that, as a condition to such non-liability (i) such Party shall give the other Party reasonably prompt written notice of the delay or default and of the nature of the Force Majeure Event, and (ii) the suspension of performance shall be no longer duration and no greater in scope than is reasonably required by the Force Majeure Event.

U. Notwithstanding anything to the contrary herein, if the Party claiming the Force Majeure Event is not able to materially perform under this Agreement for fifteen days, then the other Party shall have the option of terminating this Agreement (or the applicable Certificate of Subscription or Service) upon notice to the claiming Party and DGSL shall receive a pro-rata refund of all related pre-paid Fees.

IN WITNESS WHEREOF, each of DGSL and Vendor has caused this Agreement to be signed by its duly authorized representative and become effective as of the Effective Date.

Vendor:

International SOS Assistance, Inc.

By:  DocuSigned by:
E1F116E467F84DC...

Name: Paul Jarrett Michau

Title: Chief Executive Officer, Assistance Americas

DGSL:

Deloitte Touche Tohmatsu Services, LLC
As agent for Deloitte Global Services Limited

By:  DocuSigned by:
054128E5154F431...

Name: Rhonda England

Title: Global Chief Procurement Officer

SCHEDULE A - DISCOUNT SCHEDULE

1. Scope. Subject to the terms of this Agreement, DGSL or a Participating Firm may purchase any Service and/or other products and services from Vendor.
2. Account Manager. Vendor will designate an "Account Manager" who will have primary responsibility for day to day management of the overall business relationship between DGSL and Vendor. The Vendor's Account Manager will be DGSL's primary point of contact for the escalation and resolution of problems with respect to purchases under this Agreement. Vendor's Account Manager will be:

Name: Roy Benninghoff
 Email: roy.benninghoff@internationalsos.com
 Phone: +1 215 391 8672
 Address: 3600 Horizon Blvd Trevose PA 19053

The Account Manager may be changed upon prior written notice to DGSL.

3. Ordering Procedures. DGSL may place orders under this Agreement by contacting the Account Manager identified above. The Account Manager will then generate a price quote for DGSL. Once DGSL has determined that the price quote meets DGSL's needs, in its sole discretion, DGSL will generate a Certificate of Subscription, in substantially the same form as the one that is attached hereto, and submit that to Vendor's Account Manager for processing. The price quote is not part of this Agreement and not binding on DGSL.
4. Service Discounts. In the event the DGSL elects to use Vendor to provide assistance in obtaining a guarantee of payment to its third party providers in the United States of America for Covered Personnel not otherwise insured, Vendor will, where possible, obtain discounts and savings for third party provider fees. Such discounts and savings may be either (i) a direct result of a pre-negotiated reduction in the fee of medical services rendered by third party providers or (ii) a result from a process of re-pricing negotiation. In both cases, such discounts and savings shall be deducted from the cost of treatment at the time individual invoices are issued. Where Vendor secures discounts on behalf of DGSL, Vendor shall pass on 65% of such negotiated discounts to DGSL.
5. Fee Increases:

The Subscription Fees under this Agreement shall remain the same during each Term of this Agreement, unless otherwise amended in accordance with this Agreement. Thereafter, on an annual basis, the Subscription Fees will be subject to an adjustment as of the Renewal Date

For the avoidance of doubt a change in excess of +/- 5% to the declared population as set forth on the applicable Subscriber's Declaration may result in an adjustment to the Subscription Fee.

The below formula for calculating annual fees for the Services, entitled the Pricing Matrix for 2018-2023, applies for the period of June 1, 2018 through May 31, 2023.

6. Pricing Matrix for 2018-2023

Loss Ratio means Claims paid by the insurer divided by the Risk Management Cost received for taking on the liability associated with the insurance aspect of the membership program.

Risk Management Cost means Fees collected by the insurer for the liability associated with the insurance aspect of the membership program.

As in reference to the Services described in Schedule B section 1, if the Loss Ratio of the most recent 5 years of experience falls between:

75.33% and 78.63% Loss Ratio: 10% reduction in fee from the current membership period

78.64% and 81.94% Loss Ratio: 5% reduction in fee from the current membership period

81.95% and 85.23% Loss Ratio: Flat renewal with the current membership period

85.24% and 88.52% Loss Ratio: 5% increase in fee from the current membership period

88.53% and 91.83% Loss Ratio: 10% increase in fee from the current membership period

If the claims experience exceeds a 91.83% loss ratio, Intl.SOS reserves the right to re-evaluate the fees

7. For the other renewal components:

With regard to Travel Security Management Service, Communications Portal, Corporate Security Access and Travel Tracker, the Fees for each Renewal Term shall not increase by more than 3% increase over the prior Term.

With regard to Corporate Security Access and Travel Tracker, renewal each year is at 3%.

8. For another other products or services purchased by DGSL or a Participating Firm the fees for such products and services shall be in addition the fees herein.

SCHEDULE B – SERVICES SCHEDULE

1. MEDICAL ASSISTANCE SERVICES

- 1.1. The Services set out in this Section 1 will be provided by Intl.SOS 24 hours a day, 365 days a year upon request of any Authorized Person or Covered Personnel who shall contact an Intl.SOS Assistance Center in accordance with the Operations and Billings Procedure. If the Services are requested by Covered Individuals, Intl.SOS shall require the authorization of the Authorized Persons before delivering such Services. The Subscriber shall pay no additional fees to Intl.SOS in respect of such Services.**

Intl.SOS Services are not a substitute for local emergency services.

a. Evacuation and repatriation

- i. Intl.SOS will arrange and pay for the air and/or surface transportation, medical care during transportation, communications and shall pay or arrange to guarantee to pay on behalf of the Subscriber, all usual and customary ancillary charges incurred in moving and transporting a Covered Individual from the local point of initial medical care to the nearest hospital where appropriate medical care is available, that may be a location other than the Covered Individual's Home Country or Country of Assignment. Intl.SOS services are not a substitute for local emergency services.
- ii. Intl.SOS will arrange and pay for the transport of the Covered Individual to the Home Country or Country of Assignment following a medical evacuation for subsequent in-patient hospitalization or rehabilitative treatment.
- iii. When Intl.SOS undertakes a medical transportation, Intl.SOS will recommend to the Subscriber the most appropriate timing, means or method by which such evacuation or repatriation will be carried out, the medical supervision requirements and location option(s) to which the Covered Individual should be evacuated. In making such arrangements, Intl.SOS may consider all relevant circumstances, including but not limited to the Covered Individual's medical condition, the degree of urgency, the Covered Individual's fitness to travel, airport availability, weather conditions, local law and regulatory requirements, travel distance and whether transportation will be provided by private medically equipped aircraft, helicopter, regular scheduled flight, rail, water or land vehicle. The Subscriber will then make an authorization determination on this basis. Intl.SOS reserves the right not to undertake the medical transportation service if it is deemed in the opinion of Intl.SOS to be detrimental to the patient's or crew's health, safety or if in contravention to local law or regulatory requirements.

b. Transportation Assistance: Companion, Family Members and Minor Children

- i. Following a Covered Individual's medical evacuation, Intl.SOS will arrange and pay for economy class transportation and accommodation for a relative or friend to join a Covered Individual who has or will be hospitalized for more than seven (7) days outside the Home Country or Country of Assignment.

- ii. Intl.SOS will coordinate emergency travel arrangements for family members who wish to accompany a hospitalized Covered Individual.
- iii. If a Covered Individual has minor children who are left unattended as a result of a Covered Individual's injury, illness or medical evacuation, Intl.SOS will arrange for transportation of such minor children to the Covered Individual's Home Country or Country of Assignment.

c. Additional travel after medical evacuation

Following a Covered Individual's medical evacuation, Intl.SOS will arrange to transport the Covered Individual to the Covered Individual's Home Country or Country of Assignment or arrange the continuation of the Covered Individual's trip.

d. Repatriation of mortal remains

In the event of the Covered Individual's death, Intl.SOS will arrange and pay to transport the Covered Individual's mortal remains from the place of death to the Covered Individual's Home Country, or, if requested in writing by a family member or legal representative and if permitted by applicable laws and procedures and if available and practicable, Intl.SOS will arrange for a local burial or cremation at the place of death.

e. Membership Limitations

Intl.SOS' obligation to pay for Medical Assistance Services shall be subject to a limitation of \$2,000,000 per Covered Individual per Intervention.

- 1.2. The Services set out in this Section 1.2 shall be provided by Intl.SOS 24 hours a day, 365 days a year upon request of any Authorized Person or Covered Individual who shall contact an Intl.SOS Assistance Center in accordance with the Operations and Billings Procedure. The Subscriber shall pay to Intl.SOS the Reimbursements in respect of such Services. Intl.SOS will provide the following Services for Covered Personnel, upon request of the Subscriber's Authorized Person, subject to payment of Intl.SOS' additional fees as described in the Schedule of Fees:**

a. Medical expense guarantee, cost review & payment, medical monitoring

Intl.SOS will guarantee and pay as an agent for the Subscriber all costs associated with a Covered Individual's in-patient or out-patient medical care, including the arrangement and confirmation of appointments with third party Medical Service Providers, and assistance in arranging accommodation, post appointment communications and follow up with Covered third party Medical Service Providers and Covered Individuals. Intl.SOS will provide the Authorized Person with information on the Covered Individual's medical assistance requirements and medical monitoring reporting in accordance with Annex I to this Schedule B.

b. Dispatch of medication and medical supplies

Intl.SOS will, when and where practical and legally permissible, arrange for the delivery of medicines, drugs and medical supplies that are medically necessary for the Covered Individual's care and treatment but which are not available at or near the Covered Individual's location.

- 1.3. The Services set out in this Section 1.3 of Annex II (Scope of Service) will be provided by Intl.SOS 24 hours a day, 365 days a year upon request of any Authorized Person or Covered Individual who shall contact an Intl.SOS Assistance Center in accordance with the Operations and Billings Procedure. The Subscriber shall pay no additional fees to Intl.SOS in respect of such Services.**

a. Emergency & routine medical advice

Intl.SOS will arrange for the provision of medical advice over the telephone or other Intl.SOS nominated communication channel as may be available for any Covered Individual contacting an Intl.SOS Assistance Center.

b. Travel health information

Covered Individuals will have access to web, email and 'Assistance App' based travel health information that provides background information on travel destinations and timely and detailed analysis/assessments on current and emerging health threats. Online information includes the following features:

- i. Updates on existing or developing health risks;
- ii. Country medical guides; and
- iii. Country medical risk ratings.

The information provided under this Section remains at all time the property of Intl.SOS, and is only for the benefit and use of the Subscriber and Covered Individuals. Unless stated otherwise, this information cannot be quoted, published, or redistributed in any way, shape or form, by the Subscriber and Covered Individuals without the express permission of Intl.SOS.

c. Medical & dental referrals

Intl.SOS will provide the Covered Individual with names, addresses, telephone numbers and if requested by a Covered Individual and if available, office hours for physicians, hospitals, clinics, dentists and dental clinics within the area where the Covered Individual 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 location. 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 the Covered Individual.

d. Out-patient arrangements

Intl.SOS will assist Covered Individuals with the arrangement and confirmation of appointments with Medical Service Providers, as well as arrange accommodation, post appointment communications and follow up with Covered Individuals.

e. Assistance with documentation for insurance claim

Intl.SOS will assist Covered Individuals in obtaining the necessary documentation for medical insurance claims for care involving Intl.SOS' Services on a reasonable commercial efforts basis.

2. TRAVEL ASSISTANCE SERVICES

2.1. The Services set out in this Section 2.1 shall be provided by Intl.SOS 24 hours a day, 365 days a year upon request of any Authorized Person or Covered Individual who shall contact an Intl.SOS Assistance Center in accordance with the Operations and Billings Procedure. The Subscriber shall pay no additional fees to Intl.SOS in respect of such Services.

a. Emergency message transmission

Intl.SOS will use all reasonable commercial efforts to receive and transmit emergency messages between Covered Individuals and their family.

b. 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 Assistance Center network.

c. Lost document advice & assistance

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

V. 2.2 The Services set out in this Section 2.2 will be provided by Intl.SOS 24 hours a day, 365 days a year upon request of any Authorized Person or Covered Individual who shall contact an Intl.SOS Assistance Center in accordance with the Operations and Billings Procedure. If the Services are requested by Covered Individuals, Intl.SOS shall require the authorization of the Authorized Persons before delivering such Services. The Subscriber shall pay to Intl.SOS the Reimbursements in respect of such Services.

a. Advance of emergency personal cash

Intl.SOS will provide Covered Individuals with cash advances up to a limit of US Dollars Five Thousand (US\$ 5,000) or its equivalent in local currency subject to the Authorized Person's prior written approval, and agreement to reimburse Intl.SOS for the advance.

b. Special translation and interpreter services

Upon the Authorized Person's written request, Intl.SOS will arrange for interpreters or translation services.

3. SECURITY ASSISTANCE SERVICES

- 3.1. The Services set out in this Section 3.1 will be provided 24 hours a day, 365 days a year to any Authorized Person or Covered Individual who shall contact an Intl.SOS Assistance Center in accordance with the Operations and Billings Procedure. The Subscriber shall pay no additional fees to Intl.SOS in respect of such Services.**

Intl.SOS Services are not a substitute for local emergency services.

a. Online Information and Analysis

Covered Individuals will have access to web, email and 'Assistance App' based security information that provides background information on travel destinations and timely and detailed analysis/assessments on current and emerging threats. Online information includes the following features:

- i. Destination guides including risk ratings, security advice, cultural advice and practical information;
- ii. Alerts on existing or developing travel security risks;
- iii. Evacuation notifications providing recommendations on the relocation or withdrawal of staff in response to major crises; and
- iv. Weekly Region Security Forecast highlighting major risk related events in the week ahead.

The information provided under this Section remains at all time the property of Intl.SOS, and is only for the benefit and use of the Subscriber and Covered Individuals. Unless stated otherwise, this information cannot be quoted, published, or redistributed in any way, shape or form, by the Subscriber and Covered Individuals without the express permission of Intl.SOS.

b. Security Advice and Assistance

Covered Individuals will have telephone access 24 hours a day, 365 days a year to Intl.SOS security specialists for up-to-date travel security assessments, timely and expert advice including general travel security concerns, pre-travel advice on managing an emerging risk and assistance in response to a critical situation. Response in the case of a kidnap and ransom or extortion case is not included within the Subscription Fee but can be made available on request under separate arrangements. Call handling and operations delivery shall follow the Operations and Billings Procedure. Security advice is based on countries and cities referred to above or for other locations where the amount of research required to answer the Subscriber questions does not exceed two (2) hours, and/or does not incur additional costs. In the event additional research needs to be undertaken, additional fees will apply. The scope of work and associated fees will be agreed between Intl.SOS and the Subscriber before the research work commences.

c. Security Referrals

Intl.SOS may provide the Covered Individual with names, addresses, telephone numbers for security firms, taxi or hotel (collectively called 'Security Referrals') within the area where the Covered Individual is located. These recommendations are based upon the best judgment of Intl.SOS and its knowledge of the local conditions and availability of services at the

location. Intl.SOS does not guarantee the quality of the Security Referrals nor shall Intl.SOS be liable for any consequences arising out of or caused by the services provided by the Security Referrals. The final selection of Security Referrals shall be the responsibility of the Covered Individual.

d. Establishment of a Crisis Center

In the event of a developing Emergency Security Situation, Intl.SOS will determine, at its sole discretion, the need for establishing a crisis center, its duration and location, based upon the severity of the situation and resources at its disposal in the country or region of concern or elsewhere. Under the crisis center, Intl.SOS may deploy a security team or activate local security providers to facilitate close support to Covered Individuals. The deployment elements shall be directed by the responsible region security center and supported by the cross-functional medical, security, aviation and logistics team in the responsible center. The crisis center Personnel will use their reasonable commercial efforts to provide Covered Individuals in the area with practical advice and review of the security situation.

3.2. The Services set out in this Section 3.2 of shall be provided by Intl.SOS 24 hours a day, 365 days a year to any Authorized Person or Covered Individual who shall contact an Intl.SOS Assistance Center in accordance with the Operations and Billings Procedure. The Subscriber shall pay to Intl.SOS the Reimbursements in respect of such Services. Arrangement of Emergency Evacuation Assistance shall be provided solely to Travelers and Expatriates and shall not be provided to nationals in their own country.

a. Arrangement of Emergency Evacuation Assistance

In the event of an Emergency Security Situation, Intl.SOS will use reasonable commercial efforts to arrange for the evacuation of Covered Individuals to the nearest safe and acceptable location. Intl.SOS shall endeavor on a reasonable commercial effort basis to provide recommendations and advice as a crisis is developing, to help the Subscriber to limit their exposure in the affected location(s). Recommendations could include advice to restrict travel of Covered Individuals to affected location(s), and advice to reduce the number of Covered Individuals in the affected location(s) making best use of scheduled commercial transport services.

Evacuation services will be provided from an international port of departure designated by Intl.SOS security Personnel. The Subscriber will be responsible for the cost and arrangements of ground transportation for Covered Individuals to the designated port of departure designated by Intl.SOS.

Evacuation decisions will be made by Intl.SOS' security Personnel, in consultation with interested governments, security analysts, the Subscriber and the Authorized Person. Intl.SOS will act at the request of the Subscriber if the Subscriber makes the decision to evacuate. Intl.SOS will use all reasonable commercial efforts to use transport provided by scheduled airlines. However, Intl.SOS may, at its sole discretion, utilize other available resources to accomplish the evacuation including private aircraft, helicopter, railway, ground and water transportation, in which event the point of departure may vary.

In the event that evacuation becomes impractical or dangerous, Intl.SOS will use all reasonable commercial efforts to maintain contact with Covered Individuals until an evacuation becomes practical or the emergency has ended.

Intl.SOS will arrange for evacuation promptly after the decision to evacuate is made. Intl.SOS will use all reasonable commercial efforts to make such arrangements available for not less than five

(5) days. However, the commencement and duration of such arrangements will be determined by Intl.SOS in consultation with the Subscriber, based on the nature of the emergency and other circumstances.

4. TRAVEL SECURITY MANAGEMENT SERVICES

Travel Security Management Services shall be provided by Intl.SOS upon request of the Subscriber who shall contact Intl.SOS. This service is available to the Subscriber solely as a single bundled service and solely as additional services to those set out in the Security Assistance Services section above.

a. Direct Access

Intl.SOS will provide the Nominated Manager with direct access through a direct line to security specialists in a Regional Security Centre (s) of the Subscriber's choice.

"Nominated Manager" shall mean an individual(s) nominated by the Authorized Person. The Subscription Fee includes up to five (5) Nominated Managers. The Subscriber shall pay additional fees which shall be displayed on the Certificate of Subscription when they declare more than five (5) Nominated Managers.

"Regional Security Centre" shall mean an Assistance Centre with a dedicated specialist security team.

b. Customized Operations Procedures

Intl.SOS will, in consultation with the Subscriber, establish protocols that can include Subscriber specific call handling and case management protocols.

c. Information & Analysis

Intl.SOS will provide the following additional perspective and analysis:

- i. **Insight** - regular written briefings covering forecasts, trends and the implications of incidents that affect travel security. This includes significant travel security issues in a region (such as elevated or emerging changes in the risk environment of a country), analysis of developing trends within a region and advice in advance of key events to assist the Subscriber in preparing for potential changes in security, and a Monthly Security Forecast identifying issues in the coming month which might impact travel programs.
- ii. **Evacuation Monitor** - provides evacuation planning, guidance through a country-level evacuation risk summary, the current evacuation planning recommendation and indicators of deterioration, and related updates, highlighting recent changes.

d. Notification

Intl.SOS will notify the Nominated Manager(s) in the event of Special Advisory in a country designated by the Subscriber. This will be done by email and SMS.

A "Special Advisory" provides an urgent alert for situations or events that pose an imminent threat to life or limb, or require an immediate change to current travel or movement plans, and which in the judgment of Intl.SOS require organisations to account for their staff to confirm exposure and any assistance requirements. This includes but is not limited to: protests, religious or sectarian

unrest; violent crime; terrorist attacks; natural disasters and environmental hazards; significant disruption to transport infrastructure affecting national or international movements; war/conflict.

Notification will also be done by text to speech for Special Advisories that are Significant Events.

A “Significant Event” shall mean an event or incident which has resulted in a Special Advisory, but which, in the judgment of the regional security centre, requires additional assurance of notification. This includes an event which has the capacity to adversely affect a Subscriber’s operations or Personnel in a given location and which necessitates (i) an urgent need to account for Personnel on the ground; (ii) a change in the security position being adopted by corporate management or their employees; or (iii) a change in travel precautions due to a potential or actual deterioration in the security environment affecting business travelers or the expatriate business community.

5. CONFIGURABLE COMMUNICATIONS PORTAL

Intl.SOS shall establish and host a Communications Portal for the Subscriber (the “Communications Portal”). The Communications Portal shall include use of the Subscriber’s logo, Intl.SOS Proprietary Items, and Subscriber Material, using a standard template. The Communications Portal Web-site will also include:

- a. Printable membership cards of a design agreed by the Subscriber and Intl.SOS;
- b. A description of Intl.SOS services and benefits available under the Subscriber’s Program;
- c. Access to destination guides and alerts;
- d. Details of how to contact Intl.SOS Assistance Centers and clinics;
- e. Access to a password protected self-service website allowing Subscriber to create, publish and archive additional country or worldwide messages within their Communications Portal.
- f. Other Subscriber Material relating to the Subscriber’s Program, as supplied to Intl.SOS by Subscriber in a suitable electronic format.

6. TRAVELTRACKER

- a. Intl.SOS will establish and host a password protected Internet Web-site containing the travel itinerary data of Covered Individuals provided by Subscriber (the “TravelTracker Web-site”). The TravelTracker Web-site will incorporate a search mechanism that will allow an Authorized Person to search the data based on a Covered Individual’s name, dates of travel and destination country. TravelTracker will be populated with travel itineraries from Data Feeds or using direct manual entry by authorized Covered Individuals or using direct entry when authorized. The Subscriber shall pay Intl.SOS a one-time implementation fee of US\$1,000 per Data Feed. Such fees shall be invoiced and shall be paid by Subscriber before Intl.SOS commences work.
- b. The Data Feeds will be consistent with industry recognized data formats with Covered Individual details populated in designated fields. Intl.SOS will capture itinerary details, as well as traveler contact details, if populated by Subscriber in the fields designated by Intl.SOS. Travelers’ travel itineraries may include the Subscriber’s unique identification number (if any), name and email address (if any), travel data, including an employee ID (if any), flight

- information (such as the flight number, date and time) departure and arrival airports (such as the airport code, city and country) and where accessible through a standard format, the hotel and car rental information. Itineraries that are incomplete or incorrectly formatted will not be processed and Intl.SOS shall not be held responsible for not processing such itineraries. Subscriber will be responsible for providing Data Feeds (where taken) and the timely, accurate and complete delivery of the Travelers' travel itineraries.
- c. Standard reports in TravelTracker shall be provided to the Subscriber, which shall include: 'Traveler by Risk Rating' report, 'Multiple Travelers' report and 'Travel Advisory' report. The inventory of standard reports included in TravelTracker may change from time to time.
 - d. Any customized reports requested by the Subscriber shall be charged based on how much effort is required according to the level of customization required by the Subscriber. The Subscriber and Intl.SOS shall mutually agree on the fee required prior to any commencement of work.
 - e. Intl.SOS shall store and maintain the Covered Individual's data and shall secure the traveler entry database by using industry standard technical and procedural access controls and information technology security systems. The Covered Individual's Personal Information shall be made accessible to Intl.SOS to the extent necessary for Intl.SOS to provide the Travel Tracker to Subscriber.
 - f. The Subscriber shall ensure that the Covered Individual has authorized Intl.SOS to receive member specific data from, including but not limited to third parties such as travel service providers. Such third party providers may include others involved in the coordination of the Covered Individual's travel and other needs, to the extent necessary for Intl.SOS to provide the Subscriber's Program. Subscribers shall be solely responsible for the completeness, timeliness and accuracy of such data. Intl.SOS shall not be responsible for the Covered Individual's or Subscriber's delays in providing the data or for incomplete or inaccurate data.
 - g. Intl.SOS shall automatically send an email to the Covered Individual before a Covered Individual takes a trip to a qualified destination based on the travel itinerary provided by Subscriber on the TravelTracker Web-site. The criteria for qualifying destinations will be determined by the Subscriber based on risk ratings and business rules provided to Intl.SOS by the Subscriber and maintained in the TravelTracker Web-site by Intl.SOS.
 - h. This pre-trip advisory email shall include use of the Subscriber's logo, Intl.SOS Proprietary Items, and Subscriber Material and the email will be in a single language and shall be consistent with a standard template for that single language for the TravelTracker Web-site. In the event that software development is required by Subscriber to accommodate changes to the standard template, Subscriber shall pay additional fees as agreed between Intl.SOS and Subscriber.
 - i. An Authorized Person may include and maintain certain country specific data through the TravelTracker Web-site that will be included in the pre-trip emails.

- j. The number of Covered Individuals covered under TravelTracker is displayed on the Certificate of Subscription.

7. EXCEPTIONS

7.1. The following treatment, items, conditions, activities and their related or consequential expenses are excluded from Sections 1 and 2 unless Intl.SOS has given its prior written approval and the Subscriber has paid the designated fees:

- a. Any expense incurred as a result of a Pre-existing Condition.
- b. More than one emergency evacuation and/or repatriation for any single medical condition of a Covered Individual during the Term.
- c. Any cost or expense not expressly covered by the Membership 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 Covered Individual.
- d. Any event occurring when the Expatriate is within the territory of his/her Home Country or when the Traveler is within the territory of his/her Home Country or Country of Assignment.
- e. Any expense incurred for Covered Individuals who are Travelers or Expatriates, contrary to the advice of a medical practitioner, or for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident, illness or Pre-existing Condition.
- f. Any expense incurred for medical evacuation or repatriation if the Covered Individual is not suffering from a Serious Medical Condition, and/or in the opinion of the Intl.SOS physician, the Covered Individual can be adequately treated locally, or treatment can be reasonably delayed until the Covered Individual returns to his/her Home Country or Country of Assignment.
- g. Any expense incurred for medical evacuation or repatriation where the Covered Individual, in the opinion of the Intl.SOS physician, can travel as an ordinary passenger without a medical escort.
- h. Any treatment or expense incurred 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.
- i. Any expense incurred related to accident or injury occurring while the Covered Individual is engaged in any high risk occupation or unusual risk generally, including hazardous activity, pastime or pursuit, 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.

- j. Any expense incurred for emotional, mental or psychiatric illness.
- k. Any expense incurred as a result of a self-inflicted injury, suicide, drug addiction or abuse, alcohol abuse, or sexually transmitted diseases.
- l. Any expense incurred as a result of Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition or disease.
- m. Any expense related to the Covered Individual engaging in any form of aerial flight except as a passenger on a scheduled airline flight; as a passenger on a licensed charter fixed wing aircraft over an established route; or as a passenger traveling on a business related activity in a fixed wing aircraft owned or leased to the Subscriber.
- n. Any expense related to the Covered Individual engaging in the commission of, or the attempt to commit, an unlawful act.
- o. 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.
- p. Any expense incurred as a result of the Covered Individual 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.
- q. Any expense incurred which is a direct result or indirect result of nuclear reaction or radiation.
- r. 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.
- s. Any expense incurred, regardless of any contributory cause(s), involving the use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.
- t. Any expense incurred as a result of an incident where the Covered Individual is in a specific country and the Subscriber has not paid the applicable I Subscription Fee due.

7.2 Intl.SOS, at its sole discretion, will assist Covered Individuals 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 Subscriber and/or its Covered Individual(s) prior to rendering such services on a fee-for-service basis.

ANNEX 1 TO SCHEDULE B - SCHEDULE OF FEES

This schedule of fees is attached to and forms part of the terms and conditions.

The following is a list of Services the Subscriber, Covered Personnel or Authorized Person may request the Vendor to deliver; respective fees are for reference only. In the event that the Subscriber, Covered Personnel or Authorized Person procures any specific Service, the applicable fee will be negotiated and agreed upon in writing by both parties at the time of procurement.

1. MEDICAL EVACUATION, REPATRIATION AND REPATRIATION OF MORTAL REMAINS

1.1 By air ambulance Service

Where Vendor organizes the transportation of a Covered Personnel, by chartering a pre-configured air ambulance aircraft from Vendor accredited aviation service provider, including Air Rescue International a Medical Coordination Fee of 15% of the total costs paid to service providers will be charged to the Subscriber. The airport-to-airport quotation from the aviation service provider includes aircraft and medical team costs but excludes any other service provider charges, which may be applied and will be billed to the Subscriber at cost.

1.2 By air charter Service

Where Vendor organizes the transportation of a Covered Personnel, by chartering an aircraft made suitable for patient transportation, by the provision of portable medical equipment and medical staff from Vendor.

- i. **Medical Escort Fee inclusive of portable medical equipment** (refer to Table 1)
- ii. **Medical Coordination Fee** of 15% of the total costs paid to service providers, not inclusive of Medical Escort Fees, will be charged to the Subscriber.

1.3 By scheduled airline Service

Where Vendor organizes the transportation of a Covered Personnel, on commercial aircraft or scheduled airline, made suitable for patient transportation by the provision of portable medical equipment and medical staff from Vendor.

- i. **Medical Escort Fee inclusive of portable medical equipment** (refer to Table 1)
- ii. **Medical Coordination Fee** (refer to Table 2)
- iii. Where applicable, **Ground Handling Fee(s)** will be applied (refer to Table 3)

1.4 Other modes of surface transportation– ground or maritime Service

Where Vendor organizes the transportation of a Covered Personnel, by road ambulance, train, boat, ferry, or other means of surface or maritime transportation, made suitable for patient transfer by the provision of portable medical equipment and medical staff from Vendor.

- i. **Medical Escort Fee inclusive of portable medical equipment** (refer to Table 1)
- ii. **Medical Coordination Fee** of 15% of the total costs paid to service providers, not inclusive of Medical Escort Fees, down to a minimum of USD180, will be charged to the Subscriber.

1.5. REPATRIATION OF MORTAL REMAINS

1.5.1 Repatriation of Mortal Remains Service

Where Vendor organizes the repatriation of a deceased Covered Personnel's mortal remains, from the place of death to the Covered Personnel's home country.

- i. **Repatriation of Mortal Remains Coordination Fee** of USD 2,205 will be charged to the Subscriber, in addition to the costs charged by the service provider(s).
- ii. Vendor staff may be deployed on a case by case basis. The applicable fees will be agreed with the Subscriber prior to deployment.

The Fees under this Section 1 shall not be charged directly to Subscriber.

2. LOCAL FUNERAL SERVICE

2.1 Local Funeral Services

Where Vendor arranges for a local burial or cremation at the Covered Personnel's place of death, when permitted by applicable laws and procedures and if the service is available and practicable.

- i. **Local Funeral Services Coordination Fee** of USD 2,205 will be charged to the Subscriber, in addition to the costs charged by the service provider(s).
- ii. Vendor staff may be deployed on a case by case basis. The applicable fees will be agreed with the Subscriber prior to deployment.

Where services described in 2.1 and 2.2 are provided in conjunction for the same deceased Covered Personnel, only the Repatriation of Mortal Remains Coordination Fee described above applies.

3. MONITORING OF MEDICAL CARE, MEDICAL EXPENSE GUARANTEE AND PAYMENT

3.1 Outpatient care Service

An outpatient is defined as a patient who receives medical services whether face-to-face in a clinical setting or via phone/ video-based Teleconsultation and is not admitted as an inpatient by the treating physician. Outpatient treatment commences the day of the first appointment with a treating medical practitioner. The last outpatient day is the day of the last appointment for the same episode of care. Where Vendor monitors the progress of outpatient medical care provided to a Covered Personnel by a medical practitioner and/ or guarantees and pays service provider costs associated with a Covered Personnel's outpatient medical care, an Outpatient Service Fee will be charged to the Subscriber, as follows:

Treatment Duration	Outpatient Service Fee
Up to 14 days	USD 220 per case*
Additional days above 14 and up to 60 consecutive days	An additional fee of USD 150 per case will be charged
61 consecutive days and over	Quote provided on a case by case basis

**Outpatient Service Fee of USD 220 is a flat fee charged regardless of whether the patient has outpatient treatment once in 14 days or 14 visits in 14 days.*

3.2 Inpatient care Service

An inpatient is defined as a patient who receives medical services at a medical facility and the treating physician has written an order to admit him/ her as an inpatient. A patient is an inpatient starting the day he/she is formally admitted to a medical facility. The last inpatient day is the day before the patient is discharged. An Inpatient Service Fee will be charged, as follows, where Vendor monitors the progress of inpatient medical care provided to a Covered Personnel at a medical facility and/or guarantees and pays service provider costs associated with a Covered Personnel's inpatient medical care:

Treatment Duration	Inpatient Service Fee
First 14 days	USD 270 per day
Additional days above 14 and up to 60 days	USD 120 per day
61 consecutive days and over	Quote provided on a case by case basis

4. RE-PRICING AND DISCOUNTS

Where Vendor secures a discount:

- i. *in United States of America, resulting from a process of re-pricing negotiations* with preferred provider organization (PPO) networks, Vendor shall pass on 65% of such negotiated discounts to the Subscriber; or
- ii. on behalf of the Subscriber, Vendor shall pass on 65% of such negotiated discounts to the Subscriber.

5. DISPATCH OF MEDICATION AND MEDICAL SUPPLIES

Where Vendor arranges for the delivery of medicines, drugs and medical supplies which are not available at or near the Covered Personnel location, and where practical and legally permissible, a Coordination Fee of 15% of the total costs paid to service providers, or a minimum of USD 180, whichever is greater, will be charged to the Subscriber.

6. HEALTH CONSULTING – optional Services

Where Vendor health consultants may be requested by the Subscriber. In the event that such optional Service is requested a written confirmation is needed from the Subscriber.

Health Consultant	Daily fee
C-Suite Health Advisor	USD 4,200*
Senior Health Consultant	USD 3,500
Health Consultant (National Medical Director)	USD 2,650

Health Program Manager

USD 1,800

**Note: C-Suite Health Advisor rate can only apply for the provision of Senior Health Advisors for special engagements exclusively managed by practices which may be subject to special conditions.*

Health Consulting fees do not include the following ancillary costs which may be applied and billed to the Subscriber at cost:

- Transport costs
- Hotel costs
- Production of a report/material where applicable
- Travel time for consultants is billable at 75% of the daily rate per travel day per consultant, calculated on a pro rata basis to the half day (when less than 4 hours). This is calculated based on an 8-hour working day.

7. OTHER SERVICES EXCEPT FOR ITEMS 1, 2, 3, 4, 5 and 6 ABOVE

Where Vendor arranges for the delivery of other assistance services, not listed in items 1, 2, 3, 4, 5 and 6 above, a Coordination Fee of 15% of the total costs paid to service providers, or a minimum of USD180, whichever is greater, will be charged to the Subscriber. In the event that other assistance Service(s) is requested a written confirmation is needed from the Subscriber.

8. TABLES (Medical)

Table 1 – Medical Escort Fees (Daily rates)

The Medical Escort Fees are based on the type of medical escort personnel and equipment required, and are charged in half-day increments, starting with a minimum of one day (24 hrs). Vendor reserves the right to select a medical team befitting the real time clinical status and medical condition of the patient. A written Medical Escort plan including recommended medical personnel and associated Fees from Vendor will be sent to the Subscriber for approval.

The below Medical Escort Fees are inclusive of the following:

- Medical escort crew charges
- Relevant insurance provisions.
- Drugs, disposables, portable medical equipment and surgical sundries required during the transportation

Medical Team originating from:	Asia	Americas, Europe, Middle East	Australasia Africa, CIS
Specialist/Anaesthetist	USD 4,710	USD 7,460	USD 4,890
General Practitioner	USD 3,260	USD 7,160	USD 4,190

ICU Nurse	USD 1,805	USD 4,775	USD 2,500
Nurse	USD 1,630	USD 4,305	USD 2,335

Medical Escort Fees do not include the following ancillary costs which may be applied and billed to the Subscriber at cost:

- Additional / non-standard equipment / crew required
- Transport costs
- Room and board for patient, medical escort team and accompanying person(s)

Table 2 – Medical Coordination Fee for medical evacuations and repatriations by scheduled airline

The Medical Coordination Fee is based on the patient's total flight time, excluding layover time, as detailed on the patient's airline ticket and itinerary.

Flight Time (excluding layover time)	Seated patients	Stretcher patients
Totalling 2 hours and below	USD 290	USD 875
Totalling over 2 hours and 6 hours or less	USD 875	USD 1,740
Totalling over 6 hours and 10 hours or less	USD 1,455	USD 2,620
Totalling above 10 hours	USD 2,035	USD 3,495

Table 3 – Ground Handling Fees

The ground handling support includes the facilitation of on the ground administration, logistics or operational support. This support may include:

- Immigration and customs clearance assistance
- Wheelchair assistance at points of arrival/ departure
- Meeting service at points of arrival/departure
- Check-in/Departure assistance / Tarmac access application

Where ground handling support is rendered by:

- (a) a service provider, the service provider expenses will be charged at cost.
- (b) Vendor personnel, a Ground Handling Fee will be charged to the Subscriber, in accordance with the

table below:

Americas, Europe, Middle East	Asia, Australasia, Africa, CIS
USD 1,630	USD1,110

9. SECURITY EVACUATION AND REPATRIATION BY AIR

Where Vendor organizes the transportation of one or more Covered Personnel, by chartering a suitable means of air transportation for evacuation purposes:

- i. **Security Coordination Fee** of 15% of the total costs paid to service providers, not inclusive of Security Escort Fees and Ground Handling fees, will be charged to the Subscriber.
- ii. Where applicable, **Security Escort Fee inclusive of crisis management equipment** (refer to Table 1)
- iii. Where applicable, **Ground Handling Fee(s)** will be applied (refer to Table 2)

10. SECURITY ARRANGEMENT SERVICES

Where Vendor organises arrangements or the journey of one or more Covered Personnel and activates accredited service providers to provide a service or a combination of services presented in this section. The delivery of these services is subject to the approval of the relevant Regional Security Centre and would depend on the presence of an accredited service provider at the desired location and the necessary lead time ahead of the mission to arrange the services.

10.1. Surface transportation – ground or maritime

Where Vendor organizes the transportation of one or more Covered Personnel, by road, train, boat, ferry, or other means of surface or maritime transportation by activating accredited service providers a Security Coordination Fee of 15% of the total costs paid to accredited service providers, or USD 180 per task, whichever is higher, will be charged to the Subscriber.

10.2. Meet & Greet

Where Vendor provides meet and greet services to support a Covered Personnel by activating accredited service providers, a Security Coordination Fee of 15% of the total costs paid to service providers or USD 180 per task, whichever is higher will be charged to the Subscriber.

10.3. Executive Protection

Where Vendor provides Executive protection services exclusively through accredited specialised security providers a Security Coordination Fee of 15% of total costs paid to service provider will be charged to the Subscriber.

11. SECURITY CONSULTING – optional services

Where Vendor security consultants may be requested by the Subscriber. In the event that such optional service is requested a written confirmation is needed from the Subscriber.

Security Consultant	Daily fee
C-Suite Security Advisor	USD 3,500
Principal Security Consultant	USD 2,700
Security Consultant	USD 2,000

Security Consulting fees do not include the following ancillary costs which may be applied and billed to the Subscriber at cost:

- Transport costs
- Hotel costs
- Production of a report/material where applicable
- Travel time for consultants is billable at 75% of the daily rate per travel day per consultant, calculated on a pro rata basis to the half day (when less than 4 hours). This is calculated based on an 8-hour working day.

12. OTHER SERVICES EXCEPT FOR ITEMS 9, 10 and 11 ABOVE

Where Vendor arranges for the delivery of security assistance services and/or ground tasks, not listed in items 9, 10 and 11 above, a Coordination Fee of 15% of the total costs paid to service providers, or a minimum of USD 180, whichever is greater, will be charged to the Subscriber. Service provider expenses incurred on behalf of the Subscriber are supported by an invoice, receipt or voucher and recharged at cost.

13. TABLES (Security)

Table 1 – Security Escort Fees (Daily rates)

The Security Escort Fees are charged in half-day increments, starting with a minimum of one day (24 hrs). Vendor reserves the right to select individuals or a team befitting the real time crisis situational status together with language and cultural considerations relating to the Covered Personnel and the country of incident. A written Security Escort plan including recommended security personnel and associated Fees from Intl. SOS will be sent to the Subscriber for approval.

Security Escort Fees are inclusive of the following:

- Relevant insurance provisions
- Security escort charges
- Crisis management equipment including, but not limited to, passport scanners, satellite phones, other communication means and any other sundries costs required during the transportation

Security Escorts	<i>per Day per Person</i>
Senior Security Consultant	USD 2,700
Security Consultant	USD 2,000
Operations/Security Coordinator	USD 1,500

Security Escort Fees do not include the following ancillary costs which may be applied and billed to the Subscriber at cost:

- Additional / non-standard equipment / crew required
- Transport costs
- Room and board for patient, security escort team and accompanying person(s)

Table 2 – Ground Handling Fees

The ground handling support includes the facilitation of on the ground administration, logistics or operational support. This support may include:

- Immigration and customs clearance assistance
- Wheelchair assistance at points of arrival/ departure
- Meeting service at points of arrival/departure
- Check-in/Departure assistance / Tarmac access application

Where ground handling support is rendered by:

- (a) a service provider, the service provider expenses will be charged at cost.
- (b) Vendor personnel, a Ground Handling Fee will be charged to the Subscriber, in accordance with the table below:

Americas, Europe, Middle East	Africa, Asia, Australasia and CIS
USD 1,630	USD 1,110

14. NOTES ON FEES

- 14.1 Service provider expenses incurred on behalf of the Subscriber will supported by an invoice, receipt or voucher and recharged at cost.
- 14.2 Intl.SOS reserves the right to revise this Schedule of Fees no more than once per year with ninety (90) days prior written notice. For the avoidance of doubt, the Schedule of Fees shall not vary any fees subject to Schedule A – Discount Schedule.

SCHEDULE C

ONLINE/TELEPHONE SERVICES - SERVICE LEVELS AND SUPPORT SCHEDULE

1.0 SERVICE LEVEL AGREEMENT. The Service Levels and Support Schedule sets forth the service level agreements (“SLAs”) agreed upon by the Parties with respect to the Services. The Parties hereby acknowledge and agree that the terms and conditions set forth in the Service Levels and Support Schedule shall apply throughout the Term. These service levels will be reviewed, and as mutually agreed to by the Parties, may be amended as needed on a regular basis throughout the Term, but not less frequently than annually.

2.0 OPERATIONAL and PERFORMANCE SLAs.

Category	Metric	Summary	Measurement	Measured By
Data	Notification of Request to Implement New Service Provider or Country to Vendor program	All requests for new implementations must be communicated to the Program Administrator upon receipt of request	Within 2 business days of receipt of request	Quarterly SLA Reporting
	Implementation Lead Assignment	Upon receipt of confirmation from Subscriber Program Administrator to proceed with implementation, Vendor will assign a primary point of contact who will work with both the travel agency contact, and Subscriber Program Administrator to implement data feeds	Within 1 business day of receipt of request	Quarterly SLA Reporting
	Successful Implementation of Data Feed	Coordination with agency and testing of new data feed will be fully completed	Completed within 7 days following receipt of all required travel agency information	Quarterly SLA Reporting

	Access to TravelTracker (TT)	Vendor will grant access to TT once approval has been given by Subscriber Program Administrator. Subscriber will send request to both Service Delivery Manager and Online Helpdesk to be considered for SLA	Within 1 business day of receipt of request	Quarterly SLA Reporting
		Travel Tracker will be available 99.5% of the time	99.5% of the time	
Site Maintenance	System Availability (Site-up Time)	24/7 Unplanned system recovery shall occur within 4 hours	24/7; Unplanned targeted restoration is 2 hours.	Quarterly SLA Reporting
	Loading new/updating all Physical Assets into TravelTracker (TT)	Vendor will process and update all Physical Assets submitted through the SFTP portal, using the approved Vendor standard template/format, and provide an indication of locations that are unable to be geo-coded in	Initial coding will be completed within 3 business days of receipt of request. Follow-up coding will be completed within 3 business	Quarterly SLA Reporting

Category	Metric	Summary	Measurement	Measured By
		the TravelTracker interface. Subscriber will attempt to collect additional geo-code locations for offices which cannot be aligned and provide to Vendor to complete geo-coding process	days of receiving Subscriber response.	
	Acknowledgement Message	Subscriber caller will be greeted by pre-recorded message when calling assistance center	No more than 3 rings	Quarterly SLA Reporting
	Access to Customer Service Executive (CSE)	Calls will be answered by a LIVE CSE	90% of calls within 10 seconds of hearing the acknowledgement message	Quarterly SLA Reporting
	Call Abandonment	% of calls that disconnect before speaking with a live CSE	<3% of all calls	Quarterly SLA reporting

Assistance Center	Notification of Case (NOC)	Subscriber Program Administrator will be notified of all requests to initiate a case following caller contact	Suggest 95% within 48 hours from receipt of patient consent	Quarterly SLA reporting Measurement will be a sample of 40% of cases per quarter
	Notification of critical, life threatening or 'code blue' cases	Subscriber Program Administrator will be notified of all requests to initiate a case following caller contact	Program Administrator will receive verbiage notification within 3-4 hours	Quarterly SLA reporting this SLA will be reviewed at 6 month intervals
	Provider recommendations to callers with non-emergent cases	CSE will call/email all provider recommendations to Subscriber employees seeking non-emergent assistance	Vendor will provide a recommendation and referral to Subscriber members within 2-4 hours of the first contact unless otherwise agreed with the member	Quarterly SLA reporting Measurement will be a sample of 40% of cases per quarter
	Response to email requests for information by travelers	CSE will respond to all inquiries seeking additional information relative to medical and/or security concerns related to company travel	Acknowledge email within 2 hours of receipt, case to be closed within timeline committed to requestor	Quarterly SLA reporting this SLA will be reviewed at 6 month intervals

Category	Metric	Summary	Measurement	Measured By
	Business Reviews	Vendor will conduct detailed business reviews with Subscriber	Within 45 days following the end of each quarter	Client Feedback
	Email Acknowledgement	Customer Service Manager (CSM) will acknowledge receipt of all Subscriber Program Administrator emails and provide ETA for resolution	Acknowledgement email will be sent within 24 hours of receipt	Client Feedback this SLA will be reviewed at 6 month intervals

Account Management	Notification of CSM/Assistant Manager (AM) Absence	CSM will be required to provide Subscriber with advance notice of all scheduled work absences and/or business travel. Vendor will be required to provide a secondary contact or back-up during the period of the scheduled absence	No less than 2 weeks before start of absence or as soon as business travel is planned, whichever is later During an unplanned absence, the designated back-up should be available	Activity Tracker
	Meetings	Regularly scheduled meeting with CSM will be held to review Activity Tracker and any other open activities	Weekly	Quarterly SLA Report
	Activity Tracker	CSM will create an active log of all open issues and will review with Subscriber Program Administrator.	Tracker will be updated and distributed to Subscriber no more than 48 hours after the weekly meeting has been conducted	Activity Tracker
	Client Service Director	All communications from Subscriber Program Administrator will be acknowledged and will include an ETA for closure of the request	Within 1 business day of receipt of request	Client Feedback and Activity Tracker (Request will be cc: the AM so that it can be added to the tracker)

3.0 FAILURE TO MEET SLAs. In the event Vendor does not meet an SLA for a given quarter, the Vendor's Client Management Services team will meet with the Subscriber's Program Administrator to review root cause for any major issues, including, where applicable, providing details on any efforts related to prevent future occurrences of a particular problem. In the event any performance is suspected or deemed to be unacceptable, Vendor as noted, shall research the cause, with the Subscriber's reasonable assistance, and will correct (where Vendor is responsible) or recommend corrective action (where the Subscriber is responsible).

Commencing on the third calendar month after commencement of the initial Term and extending throughout the Term Vendor agrees that it shall meet or discuss, during any calendar month, the KPIs listed in Section 2.0 for performance of all SLAs.

Not later than fifteen (15) business days after the end of each quarter, Vendor shall provide Subscriber with a report stating the number of KPIs successfully achieved by Vendor in the prior quarter and the amount of any applicable credit. If the Subscriber does not dispute

such report in writing within ten (10) business days of receipt of such report, the report will be deemed accepted by the Subscriber. Any credits due to the Subscriber shall be applied to any fees Subscriber incurs on an annual basis, relative to following renewal/term.

Vendor KPIs Successfully Achieved (Measured on a quarterly basis)	Credit to Subscriber
16	0.125% of annual fee
14	0.25% of annual fee
12	0.375% of annual fee
10 or fewer	0.5% of annual fee

In the event that Vendor completes fewer than ten (10) KPIs successfully for a period exceeding three (3) months, the Subscriber may, terminate this Agreement by providing written notice to Vendor not later than thirty (30) days after the last day of the month in which Vendor completed fewer than ten (10) KPIs successfully.

4.0 REPORTING OF SLA's. In accordance with Section 3.0 above, Vendor will provide reports to Subscriber by the fifteenth (15th) business day of each month following the end of the quarter with the results of the previous quarter's performance. Vendor agrees to provide, together with each quarter's performance reports: (a) Vendor's certification that the SLAs provided in such report(s) are true, accurate and complete to the best of Vendor's knowledge, and (b) when the SLAs have not been met, updates on any root cause analysis or remedial efforts, if any, being taken by Vendor. The Parties shall jointly review the SLA reports for the previous month at the monthly status meetings. The Subscriber reserves the right to audit or validate all reports in conjunction with Vendor.

5.0 AVAILABILITY. The Services shall be fully operational and Available to the Subscriber three hundred sixty-five (365) days per year, twenty-four (24) hours per day. As used herein, "Available" means that the Subscriber will be able to access the Services and the functionality of the applications and retrieve and input data as set forth herein. Scheduled downtime of the applications and Services for maintenance purposes will be coordinated in advance with the Subscriber's consent, which shall not be unreasonably withheld. Vendor shall notify the Subscriber at least seven (7) business days in advance of any scheduled downtime or system change that will affect the Services; all scheduled maintenance shall be outside of normal business hours. As used herein, "downtime" means any period of time during which the Services are not available to the Subscriber.

6.0 DISASTER RECOVERY. Vendor will maintain a commercially reasonable disaster recovery plan. Such plan shall provide, at minimum, that (i) Vendor shall notify the Subscriber in writing (the "Notice") within 24 hours of any civil or natural disaster that could negatively impact the Services; (ii) Vendor shall provide Subscriber, within 24 hours of said Notice, a plan to continue to provide the Services at an alternative process facility, and (iii) the Services shall be fully operational within 48 hours of the initial Notice. Whenever a disaster causes Vendor to allocate limited resources between or among the Subscriber's customers or clients or the Subscriber at the affected service locations, the Subscriber shall receive no less priority in respect of such allocation than that provided by Vendor to Vendor's other similarly impacted customers and clients with services of a substantially similar nature.

7.0 GENERAL ASSISTANCE NETWORK. Vendor will provide access to a network of third-party Providers consisting of over 89,000 vetted medical and dental, security, and transport service providers. Vendor's staff will provide referrals and set appointments on behalf of members whenever requested to do so. Provider referrals are provided 24 hours per day utilizing an extensive network of over 89,000 vetted medical, security, and travel assistance providers. Vendor shall maintain a dedicated department called GAN (Global Assistance Network) focused exclusively on the development, growth, and maintenance of the provider network that manages and develops provider relations worldwide. The Vendor shall maintain direct relationships with providers and ensure quality control. Vendor's methodology of provider and location evaluation, policies and procedures as well as supporting systems including Vendor's Country City Healthcare Guides, electronic evaluation forms designed to capture detailed quantitative and qualitative information in a standardized manner, against a set criteria internally developed shall be maintained and revised as needed. Site visits shall be conducted on a regular basis and based on a schedule that takes into consideration: overall quality of care available in a particular location, utilization review, provider ranking within our network, client specific survey requests. Vendor shall conduct site surveys if, in Vendor's sole opinion, a site survey is warranted. On site surveys are conducted by Vendor may include at least of one Global Assistance Network (GAN) staff (administrative) and one medical staff (Physician or Nurse), an aviation specialist might and a security specialist.

Vendor shall monitor developments within the local healthcare systems in which Vendor maintains the Provider network. Each of Vendor's Assistance Centers shall have responsibility for a specific geographic area, to provide for the development of expertise in that geographic location, gathering local up-to-date knowledge on that area on a continuous real-time basis. This information shall also be used for the online resources of email alerts and country guides as well as updating the provider network..

Within the United States, Vendor shall offer competitive re-pricing for inbound international travelers via Vendor's relationship with an independent primary PPO network, enabling access to negotiated pricing for medical care facilitated by participating plan providers..

SCHEDULE D- APPROVED SUBCONTRACTOR SCHEDULE

The following subcontractors of Vendor are hereby approved as of the Effective Date for the following scope, duration, and location of services:

Country of Incorporation	Name
Australia	International SOS (Australasia) Pty. Ltd.
Australia	Assistance Travel (Australasia) Pty. Ltd.
China	International SOS Travel Assistance Service (Beijing) Company Ltd
China	International SOS (China) Ltd
China	International SOS Travel Assistance Service (Beijing) Company Ltd, Shanghai Branch
France	International SOS (Assistance) S.A.
France	Blue Cross Travel Services B.V., Paris Branch
Germany	International SOS GmbH
Hong Kong	Ground Rescue Limited
Hong Kong	Air Rescue China Limited
Hong Kong	International SOS Assistance (HK) Limited
India	Amas Medical Services Private Limited
India	International SOS Services (India) Private Limited
India	Travel Security Services India Private Limited
Indonesia	Yayasan SOS Medika
Indonesia	PT Asih Eka Abadi
Indonesia	PT Alas Emas Abadi
Indonesia	Yayasan Sosial Mandiri
Japan	International SOS Japan Limited
Malaysia	International SOS (Malaysia) Sdn. Bhd.
Philippines	International SOS (Phils.), Inc.
Philippines	Global 24 Network Services, Inc.
Republic of Korea	International SOS Korea Ltd
Russian Federation	AEA International (Sakhalin) Zao
Russian Federation	International SOS 24 LLC
Russian Federation	AO International Medical Clinic
Singapore	Air Rescue Asia Pte. Ltd.
Singapore	Assistance Travel Pte. Ltd.
Singapore	International SOS Pte Ltd
Singapore	Travel Security Services Singapore Pte. Ltd.
South Africa	Air Rescue Africa (Proprietary) Limited
South Africa	Assistance Travel Proprietary Limited

South Africa	Europ Assistance International Health Solutions (Proprietary) Limited
South Africa	International SOS Services (Africa) (Proprietary) Limited
South Africa	International SOS Assistance (Proprietary) Limited
Spain	Akira Directorship, S.L.
Switzerland	Air Rescue Europe S.A.
Switzerland	SOS Assistance S.A.
Switzerland	West African Rescue Association (Holding) AG
Taiwan	International SOS (Taiwan) Company Limited
Thailand	International SOS Services (Thailand) Limited
United Arab Emirates	International SOS Gulf - Abu Dhabi
United Kingdom	Associated Emergency Medical Centers (Holdings) Limited
United Kingdom	International SOS Assistance UK Limited
United Kingdom	Travel Security Services Limited
United States, Delaware	International SOS Assistance, Inc.
United States, Texas	Corporate Healthcare Management Services, Inc.
United States, Texas	International SOS Assistance (Latam) Inc.
Vietnam	International SOS Vietnam Co., Ltd.

SCHEDULE E - DATA PROCESSING ADDENDUM-CONTROLLER-TO-PROCESSOR

Background.

This data processing addendum (“DPA”) applies to Personal Information received by Intl.SOS from Deloitte Firm in connection with the TravelTracker Service pursuant to the Agreement to which this DPA is attached. It sets forth the technical and organizational measures Intl.SOS uses to protect such Personal Information. This DPA, the Data Processing Addendum-Controller-to-Controller, the Standard Contractual Clauses if applicable, and the Agreement (and other exhibits, schedules, addenda, or ordering documents referenced therein) comprise the entire set of terms regarding the subject matter hereof.

Application of the Standard Contractual Clauses.

If processing of Personal Information involves a cross-border transfer that by its terms necessitates Standard Contractual Clauses to accept the transfer of such Personal Information, the Standard Contractual Clauses or Privacy Shield certification shall apply as stated and on the terms set forth in the Agreement.

Definitions.

“Data Protection Legislation” means the EU General Data Protection Regulation 2016/679; together with all other applicable legislation relating to privacy or data protection. The terms “personal data”, “data subject”, “controller” and “process” (and its derivatives) shall have the meanings given to them in Data Protection Legislation.

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

1 Data Protection

- 1.1 Intl.SOS shall comply with its obligations under Data Protection Legislation in respect of the Personal Information processed in connection with this DPA.
- 1.2 Intl.SOS shall act as a processor of Deloitte Firm in respect of such Personal Information. The Agreement (including, if referenced in the Agreement, all Transaction Documents and other exhibits, schedules, addenda, or ordering documents referenced therein), sets out the scope of the processing carried out by Intl.SOS. Nothing in this Section relieves Intl.SOS of its own obligations as processor under the Data Protection Legislation.
- 1.3 In processing such Personal Information in connection with this DPA, Intl.SOS shall:
 - 1.3.1 only process such Personal Information: (a) to the extent necessary to provide the Travel Tracker Service; (b) in accordance with the specific instructions of Deloitte Firm (save to the extent such instructions conflict with the Data Protection Legislation, in which case Intl.SOS shall notify Deloitte Firm); or (c) as required by any regulator or applicable law;
 - 1.3.2 not disclose any such Personal Information to any third party, including for back-up and storage purposes, without Deloitte Firm’s prior written consent in each instance (provided that such consent may be given subject to

- conditions and including that which may be given pursuant to Section 1.4), other than to the extent required by any competent authority or applicable law, in which case Vendor shall inform Deloitte Firm of such required disclosure prior to processing, unless prevented from doing so pursuant to applicable law;
- 1.3.3 taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of data subjects, Vendor shall, in relation to such Personal Information, implement appropriate technical and organizational measures to maintain a level of security appropriate to the risk represented by the processing and to protect such Personal Information against accidental or unlawful destruction or accidental loss, alteration, or unauthorized disclosure or access, which shall include, at a minimum, those specified in the Agreement;
 - 1.3.4 keep, and procure that all of its Personnel keep such Personal Information confidential in accordance with the Vendor's confidentiality obligations under the Agreement;
 - 1.3.5 maintain a record of its processing activities and provide all cooperation and information to Deloitte Firm as is reasonably necessary for Deloitte Firm to demonstrate compliance with its obligations pursuant to Data Protection Legislation, including, at a minimum, those audit rights set forth in the Agreement, including audits conducted by such Deloitte Firm or its regulators to demonstrate compliance with the obligations under the Agreement and this DPA;
 - 1.3.6 notify DGSL and Deloitte Firm in writing without undue delay and in any event within 72 hours of discovery of, and provide reasonable cooperation in the event of, any Security Incident or data breach leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to such Personal Information, and except to the extent required by applicable law, Vendor shall not undertake any communications, notifications, or correspondence related to any such suspected breach with any regulator, third party, or data subject, in each case, without prior written consent of, and coordination with, DGSL and Deloitte Firm;
 - 1.3.7 provide technical means available to Deloitte Firm so that Deloitte Firm may respond directly to any request by a data subject to have access to or port such Personal Information held about them or in relation to any other request, allegation, or complaint by a competent authority or data subject, including notifying Deloitte Firm in writing without undue delay (and in any event within 72 hours of receipt) of any such notice or request, and except to the extent required by applicable law, Intl.SOS shall not undertake any communications, notifications, or correspondence related to any such request with any regulator, third party, or data subject, in each case, without prior written consent of, and coordination with, Deloitte Firm;
 - 1.3.8 unless terms are otherwise set forth in the Agreement relating to deletion or return of Personal Information, at the choice of Deloitte Firm, delete or return such Personal Information to Deloitte Firm upon termination of the Agreement or at any time upon the written request of Deloitte Firm, and delete

all copies of such Personal Information (save to the extent that retention of copies is required by applicable law) providing written confirmation of such deletion to Deloitte Firm;

- 1.3.9 not process such Personal Information outside the European Economic Area (“EEA”) or a country not deemed to provide an adequate level of protection for Personal Information by any competent authority unless the Agreement sets forth (a) the Standard Contractual Clauses shall apply, or (b) another data protection agreement has been entered into between Intl.SOS and Deloitte Firm to legitimize the transfer of such Personal Information outside the EEA. In all cases, Intl.SOS shall not transfer such Personal Information outside the EEA unless the transfer is subject to terms which satisfy the Data Protection Legislation, including the conditions of any applicable adequacy finding or decision.

- 1.4 Intl.SOS shall not engage any third party or other sub-processor to process Personal Information covered by this DPA on behalf of Deloitte Firm except as otherwise agreed in writing, including in the Agreement, which may refer to processing by Approved Subcontractors. Where a sub-processor is duly engaged to carry out specific processing activities on behalf of Deloitte Firm, Intl.SOS shall ensure that it enters into a written contract with such sub-processor containing data protection obligations no less protective than those set forth in this DPA and the Agreement (“Equivalent Obligations”), which shall apply to the sub-processor. Intl.SOS shall cause sub-processor to comply with the Equivalent Obligations, and Intl.SOS shall remain liable for the acts and omission of any such sub-processor, as further set forth in the Agreement.

- 1.5 Intl.SOS shall provide reasonable assistance to Deloitte Firm with respect to Deloitte Firm’s data protection impact assessments, and Deloitte Firm’s prior consultations with competent data privacy authorities, which Deloitte Firm reasonably considers to be required by Data Protection Legislation, in each case solely in relation to processing of Personal Information covered by this DPA by, and taking into account the nature of the processing and information available to, Intl.SOS.

2 Details of Processing of Personal Information

- 2.1 The subject matter, nature, and purpose of processing are set forth in the Agreement. Personal Information is processed by Intl.SOS in the course of providing the Services under the Agreement. In particular, Personal Information is contained in systems which are developed and maintained in the course of the provision of the Services.
- 2.2 The processing shall continue until terminated in accordance with the Agreement.
- 2.3 Types of Personal Information and categories of data subjects covered by this DPA:
 - (a) name, email, type and status, contact information, information about the position of the individual, mobile phone number, employee ID number, travel data including flights, car rental, hotels and train bookings, location data including GPS (only with employee’s active consent) IP Address/Location and other personal data required for the purpose as determined by the Controller. related to data subjects for whom such Personal Information may be processed.

(b) The data subjects may include Covered Personnel, and Personnel of the Deloitte Firm.;

3. Conflict

The rights and obligations of Deloitte Firm and Intl.SOS are otherwise set forth in the Agreement. In the event of any conflict between the terms of this DPA and the terms of the Agreement, the terms of the Agreement shall govern and control.

SCHEDULE F - Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection the Parties have agreed on the following on the following Contractual Clauses (the “*Clauses*”) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

1. Definitions

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data¹;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

2. Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

¹ Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

3. Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The Parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

4. Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

5. Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

6. Liability

1. The Parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.
3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

7. Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The Parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

8. Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The Parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

9. Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

10. Variation of the contract

The Parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clauses.

11. Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

12. Obligation after the termination of personal data processing services

1. The Parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data

transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data importer:

International SOS Assistance Inc

Signature: _____

Printed Name: Paul Jarrett Michau

Title: Chief Executive Officer, Assistance Americas

On behalf of the data exporter:

Deloitte Firm: _____

Signature: _____

Printed Name: _____

Title: _____

APPENDIX 1 TO SCHEDULE F - STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the data importer and data exporter.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is a Deloitte Firm.

Data importer

Vendor is a provider of services to Deloitte Firms, and provides data processing services to the data exporter.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Categories of data subject may include, but is not limited to the data exporter's and its affiliated entities'

- Current partners, principals, directors, officers, employees; and the relatives, guardians and associates of the above as the same may change during the term of the Agreement.

Categories of data

The personal data transferred concern the following categories of data (please specify):

All types of Personal Data including but not limited to:

- Employee identification number
- Employee name (first, middle, last);
- Employee ID numberContact information including telephone, voicemail, fax, mobile, mailing and email address;

travel data including flights, car rental, hotels, train bookings, IP Address/Location and other personal data required for the purpose as determined by the Controller.

Special categories of data (if appropriate)

None.

Processing operations

The personal data transferred will be subject to the following basic processing activities:

- data importer will provide data centre facilities which will host applications storing and processing personal data on behalf of the data exporter.
- data importer will where applicable provide network connectivity, security, back-ups and reporting.

- data importer will provide application management services including consulting and support and maintenance services which may involve operations being performed on personal data including, collection, recording, organisation, storage, adaptation, erasure or destruction and use for the registration of incidents and change requests as reported and/or requested by the data exporter.

On behalf of the data importer:

International SOS Assistance Inc.

Signature:

Printed Name: Paul Jarrett Michau

Title: Chief Executive Officer, Assistance Americas

On behalf of the data exporter:

Deloitte Firm: _____

Signature: _____

Printed Name: _____

Title: _____

APPENDIX 2 TO SCHEDULE F - STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the data importer and the data exporter.

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

In addition to the obligations relating to security and confidentiality as set forth in the Agreement, data importer will take the measures described below.

International SOS is committed to safeguarding the confidentiality, integrity and availability of the information we use. We demonstrate this commitment by employing defense in depth computing with multiple layers of security. Below are some of the security layers we utilize:

▪ Encryption Mechanisms	▪ Security Awareness Training
▪ End Point Security Controls	▪ Firewall & Intrusion Detection Systems
▪ Logging and Auditing	▪ VPN and 2 factor Authentication
▪ Vulnerability Assessment and Penetration Testing	▪ Identification, Authorization and Accounting
▪ Physical Security & Surveillance	▪ Logical Segregation of Networks

Information security governance is led by the Group Executive Committee (Ex-Co), Data Protection Committee (DPC) and Information Security Management Committee (ISMC). This structure includes our Group Managing Directors, Chief Data Protection Officer and Chief Security Officer.

The collection, use, storage transfer and disposal of client information are required by the provision of our medical assistance and travel security services. Our policies are the cornerstone of our approach to information security and data protection with focus on defending information from unauthorized access, use, disclosure, disruption, modification, perusal, inspection, recording or destruction.

International SOS adheres to and is certified by:

- European Union Directive 95/46/EC, of the European parliament and the Council

- Binding Corporate Rules sanctioned by the European Community's data protection authorities, approved by the French Data Protection Authority (CNIL),
- TRUSTe Privacy certification
- Contractual commitments with customers and vendors

International SOS proactively conducts security audits annually and contracts with independent 3rd party vendors to perform penetration, vulnerability and threat analysis testing within our IT environment.

On behalf of the data importer:

International SOS Assistance Inc

Signature: _____

Printed Name: Paul Jarrett Michau

Title: Chief Executive Officer, Assistance Americas

On behalf of the data exporter:

Deloitte Firm: _____

Signature: _____

Printed Name: _____

Title: _____

SCHEDULE G - DATA PROCESSING ADDENDUM-CONTROLLER-TO-CONTROLLER

This Controller-to-Controller Data Processing Addendum sets out the terms that apply as between Intl.SOS and Deloitte Firm when processing Personal Information provided in connection with the Medical Assistance Service, Travel Assistance Service and Security Assistance Service (collectively the “**Services**”) pursuant to the Agreement. Capitalized terms used in this Addendum shall have the meanings given to them in the Agreement and the Controller-to-Processor Data Processing Addendum unless otherwise defined herein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Controller-to-Processor Data Processing Addendum Agreement.

Data Processing

1. **Purpose of Processing:** Intl.SOS and Deloitte Firm acknowledge that in connection with the Services, Intl.SOS and Deloitte Firm may provide or make available Personal Information. Intl.SOS and Deloitte Firm shall process Personal Information covered by this Data Processing Addendum: (i) for the purposes described in the Agreement and (ii) as may otherwise be permitted under Data Protection Legislation.
2. **Relationship of the parties.** Intl.SOS and Deloitte Firm will each process the Personal Information covered by this Data Processing Addendum as an independent controller (not as a joint controller with the other party).
3. **Compliance with law.** Intl.SOS and Deloitte Firm shall separately comply with each of their obligations under Applicable Data Protection Law and this Addendum when processing Personal Information covered by this Data Protection Legislation. Neither Intl.SOS nor Deloitte Firm shall be responsible for the other’s compliance with Data Protection Legislation. In particular, each of Intl.SOS and Deloitte Firm shall be individually responsible for ensuring that its processing of such Personal Information is lawful, fair and transparent.
4. **Security:** Intl.SOS and Deloitte Firm shall each implement and maintain appropriate technical and organizational measures to preserve the security and confidentiality of the Personal Information covered by this Data Processing Addendum and to protect such Personal Information from (i) accidental or unlawful destruction, and (ii) loss, alteration, or unauthorized disclosure or access. Intl.SOS measures as an independent controller shall be, at a minimum, the same as those measures implemented by Intl.SOS in its role as processor.
5. **Cooperation and data subjects’ rights.** In the event that Intl.SOS receives: (i) any request from a data subject to exercise any of its rights under Data Protection Legislation (including its rights of access, correction, objection, erasure, restriction or data portability, as applicable); or (ii) any other correspondence, inquiry or complaint from a data subject, regulator or other third party in connection with the processing of the Personal Information by Deloitte Firm acting as controller (collectively, “Correspondence”), Intl.SOS shall promptly inform Deloitte Firm and shall cooperate in good faith as necessary to assist Deloitte Firm in responding to such Correspondence and fulfill its respective obligations under Data Protection Legislation. Intl.SOS shall not respond to such Correspondence unless otherwise authorized by such Deloitte Firm in writing.

6. **International transfers.** Personal Information covered by this Data Processing Addendum may not be processed by Intl.SOS outside of the EEA or in any country not deemed to provide an adequate level of protection for Personal Information by any competent authority unless Intl.SOS has taken such measures necessary to ensure the transfer is in compliance with Data Protection Legislation. To the extent Intl.SOS transfers such Personal Information in connection with the Services to a territory outside the EEA that does not provide adequate protection for Personal Data (as determined by Data Protection Legislation), Intl.SOS agrees to abide by and process such Personal Information in accordance with the following Binding Corporate Rules approved by the French Commission Nationale de l'Informatique et des Libertés ("CNIL"):AT/EBI/CS111049 dated April 20, 2011
7. **Conflict:** The rights and obligations of Deloitte Firm and Intl.SOS are otherwise set forth in the Agreement. In the event of conflict between this Data Protection Addendum and the terms of the Agreement, the terms of the Agreement shall control.

SCHEDULE H - Certificate of Subscription # [redacted]

This Certificate of Subscription is subject to the terms and conditions of the COMPREHENSIVE SERVICE PROGRAM PARTICIPATION AGREEMENT (the “**Agreement**”), by and between Deloitte Touche Tohmatsu Services, Inc. (“**DTTS**”), as agent for its parent, Deloitte Global Services Limited (“**DGSL**”), and International SOS Assistance, Inc. (“**Intl.SOS**”). Capitalized terms used and not defined herein have the same meaning as in the Agreement.

The Commencement Date of this Certificate of Subscription is [redacted], 20[redacted] (the “**Service Order Effective Date**”).

Service:

Service Name	Subscription Term	Quantity	Unit Price	Discounted Unit Price	Extended Discounted Price
	[redacted] to [redacted]				
	[redacted] to [redacted]				
	[redacted] to [redacted]				
	[redacted] to [redacted]				
				TOTAL	

Total Fees: \$0.00

Special Terms:

[Insert any special terms here. Consider the following items:

- Training
- Implementation Services
- Deloitte Branding of the Service]

Invoices should be sent to:	The following information must be included on any invoice that Vendor submits to DGSL under this Certificate of Subscription:
DGSLGOVendorPayables@deloitte.com The billing address reflected on the invoice submitted via email must be: Deloitte Global Services Limited ATTN: Accounts Payable Two Jericho Plaza - 3rd Floor Jericho, NY 11753	Applicable Cost Center(s): _57651_____ Business Unit Approver(s):_Ted Almay/Sean Toohey GP Representative: Mei Cheung_____ Vendor Representative: Name: Roy Benninghoff _____ Email:_ Roy.Benninghoff@internationalsos.com

Passwords or other information relevant to the Service should be sent to:	DGSL contact for questions about this Certificate of Subscription:
Attention: Email:	Deloitte Global Services Limited 30 Rockefeller Plaza New York, NY 10112-0015 USA Attn: Global Procurement Administrator Email: globalprocurement@deloitte.com

Each of DGSL and Vendor has caused this Certificate of Subscription to be signed by its duly authorized representative and become effective as of the Certificate of Subscription Effective Date.

Vendor:

International SOS Assistance, Inc.

By: _____

Name: Paul Jarrett Michau

Title: Chief Executive Officer, Assistance Americas

DGSL:

Deloitte Touche Tohmatsu Services, Inc.
As agent for Deloitte Global Services Limited

By: _____

Name: _____

Title: _____

SCHEDULE I - Participation Agreement

This Participation Agreement is between the undersigned firm (“**Your Firm**”) and each vendor listed on the attached Schedule (each a “**Vendor**” and as that Schedule may be amended from time to time, the “**Schedule**”), and creates separate and distinct contracts between Your Firm on the one hand, and each Vendor on the other. This Participation Agreement creates no contractual relationship between Vendors.

Deloitte Global Services Limited (“**DGSL**”) has entered into an agreement with each Vendor (each a “**Vendor Agreement**”) to make certain Vendor products and services (individually or collectively, “**P/S**”) available to DGSL, Deloitte Touche Tohmatsu Limited (“**DTTL**”), DTTL’s member firms, and its and their affiliated entities (each a “**Deloitte Firm**”).

A Deloitte Firm that signs this Participation Agreement (a “**Participating Firm**”) may participate in the Vendor Agreements and it, its affiliated entities and its and their personnel may use the P/S, all in accordance with the terms hereof.

By having Your Firm’s authorized representative sign in the space provided below, Your Firm and each Vendor hereby agree to the following:

1. The Vendor Agreements. DGSL will provide you with access to material information and documentation with respect to each Vendor Agreement listed on the Schedule. Your Firm may use this information, and any other information Your Firm receives with respect to such Vendor Agreement, to decide whether to participate in such Vendor Agreement. In particular, Your Firm acknowledges that DGSL has provided Your Firm with access to, and that Your Firm has read, a copy of each Vendor Agreement listed on the Schedule. Subject to **Clause 3.b.** below and the other terms hereof, Your Firm shall be bound by the terms of any such Vendor Agreement as a “Participating Firm” thereunder, with all the rights and obligations of a “Participating Firm” set forth therein. In the event of a conflict between the terms of any such Vendor Agreement and the terms of this Participation Agreement, the terms of such Vendor Agreement shall prevail.
2. Your Firm’s Affiliates and Your Firm’s Users.
 - a. “**Your Firm’s Affiliates**” means any of Your Firm’s affiliated entities in Your Firm’s Territory (as that Territory is described below in the signature lines).
 - b. “**Your Firm’s Users**” means any individuals allowed by Your Firm or Your Firm’s Affiliates to use any P/S.
 - c. Your Firm’s Affiliates and Your Firm’s Users may use any P/S as provided herein and in the applicable Vendor Agreement; provided, that Your Firm shall be responsible for any action or inaction of Your Firm’s Affiliates and of Your Firm’s Users that causes a violation of the terms of this Participation Agreement or the applicable Vendor Agreement.
3. Changes to this Participation Agreement; Schedules.
 - a. Except for amendments to the Schedule as provided below, this Participation Agreement may not be amended without the written consent of DGSL, Your Firm and the applicable Vendors. The Schedule may only be amended as set forth in **Clause 3.b.** below.
 - b. The Schedule will list each Vendor Agreement that Your Firm may participate in and, where applicable, the specific P/S that you may/may not participate in, along with certain other relevant information. DGSL may from time to time send Your Firm a Schedule that is amended to add or delete one or more Vendors, Vendor Agreements, P/S or any other relevant information and, where applicable, provide Your Firm, at that time, with access to newly added Vendor Agreements and other relevant information.

1. If the amended Schedule reflects the deletion of a Vendor Agreement or of a P/S from your previous Schedule, such deletion shall be effective upon receipt of the amended Schedule or as otherwise set forth in the amended Schedule or in DGSL's accompanying notice, and Your Firm's participation in such Vendor Agreement or P/S shall terminate upon such effectiveness.
2. If the amended Schedule reflects any other change, then, as to Your Firm, such change shall be effective 15 business days after Your Firm's receipt of the amended Schedule or on such later date as is set forth therein or in DGSL's accompanying notice (as used in this **Clause 3.b.2**, the "**Notice Period**"), unless Your Firm provides DGSL, within the applicable Notice Period, with written notice of Your Firm's decision to terminate its participation in the Vendor Agreement(s) implicated by such change. If DGSL receives Your Firm's notice of termination within the applicable Notice Period, such change shall not be applicable to Your Firm. For example, (i) where the change implicated an existing Vendor Agreement, Your Firm shall operate under the prior terms of the Vendor Agreement until DGSL receives Your Firm's notice of termination, at which point such Vendor Agreement shall terminate as to Your Firm, and (ii) where the change added a new Vendor Agreement not previously on Your Schedule, Your Firm's notice of "termination" of such Vendor Agreement will confirm Your Firm's decision to decline participation in such new Vendor Agreement, and Your Firm will never have been bound by such new Vendor Agreement.
- c. As to Your Firm and each Vendor, the information relating to such Vendor and its Vendor Agreement in Your Firm's Schedule, as it is amended from time to time in accordance herewith, shall be an integral part of this Participation Agreement.
4. Changes to Vendor Agreement. In addition to changes referenced in **Clause 3.b.** hereof, DGSL and the applicable Vendor may extend, renew and/or amend any Vendor Agreement. DGSL will provide Your Firm with notice of such amendment and, where applicable, provide Your Firm at that time with access to amendment documents and other relevant information. Your Firm shall be bound by the terms of such extended, renewed and/or amended Vendor Agreement, effective 15 business days after Your Firm's receipt of DGSL's notice or on such later date as is set forth therein (as used in this **Clause 4**, the "**Notice Period**"), unless Your Firm provides DGSL, within the Notice Period, with written notice of Your Firm's decision to terminate its participation in the applicable Vendor Agreement. If DGSL receives Your Firm's notice of termination within the applicable Notice Period, such amendment shall not be applicable to Your Firm and Your Firm's termination of its participation in the Vendor Agreement shall be effective upon receipt by DGSL of Your Firm's notice of termination.
5. Termination of Participation.
 - a. Your Firm may terminate its participation in any Vendor Agreement upon written notice to the applicable Vendor and DGSL if Your Firm determines in its sole discretion that the existence of such Vendor Agreement or any performance by Your Firm or any party thereunder would be in conflict with any independence requirements, professional rules, or laws relating to the provision of audit or accounting services by any Deloitte Firm.
 - b. Your Firm may terminate its participation in any Vendor Agreement by providing DGSL at least 60 days' prior written notice of such termination.
 - c. Your Firm's participation in a Vendor Agreement shall terminate as provided in **Clause 3.b.** and **Clause 4** hereof.
 - d. Your Firm's participation in a Vendor Agreement shall terminate upon termination of such Vendor Agreement for any reason in accordance with its terms, including termination or expiration of a Vendor Agreement due to DGSL's action or inaction.

- e. Your Firm's participation in a Vendor Agreement shall terminate as otherwise provided in such Vendor Agreement.
- f. Your Firm's participation in all Vendor Agreements shall terminate on the date that it ceases to be a Deloitte Firm.

6. Effects of Termination.

- a. Upon the effectiveness, pursuant to **Clause 3.b.** hereof, of an amended Schedule that terminates your participation in any specific P/S, Your Firm, Your Firm's Affiliates and Your Firm's Users may no longer use, pursuant to this Participation Agreement, such P/S, except as may otherwise be explicitly permitted by such Vendor Agreement.
- b. Upon termination of Your Firm's participation with respect to any Vendor Agreement, Your Firm, Your Firm's Affiliates, and Your Firm's Users may no longer use, pursuant to this Participation Agreement, any P/S related to such Vendor Agreement, except as may otherwise be explicitly permitted by such Vendor Agreement.
- c. Notwithstanding the above, upon termination of Your Firm's participation in any specific P/S as referenced in **Clause 6.a.**, or in this Participation Agreement with respect to any Vendor Agreement as referenced in **Clause 6.b.**, any rights or obligations contained in the relevant Vendor Agreement that are both applicable to Your Firm and by their terms survive such termination shall continue to apply to Your Firm.
- d. For clarification, termination of Your Firm's participation in any Vendor Agreement or any P/S shall not affect any retrospective or prospective payment or other obligations that Your Firm might have to DGSL or any other Deloitte Firm regarding such Vendor Agreement or P/S, which shall be governed by separate arrangement between Your Firm and DGSL or such other Deloitte Firm.
- e. DGSL shall bear no liability to Your Firm with respect to termination or expiration of any Vendor Agreement, termination of Your Firm's participation in any P/S or any Vendor Agreement, or termination of this Participation Agreement.
- f. Any term hereof that should reasonably survive termination of this Participation Agreement shall survive such termination, including **Clause 6** and **Clause 7** hereof.

7. Certain Legal Matters. By signing this Participation Agreement, Your Firm enters into a contractual relationship with each Vendor to the extent specified herein, which enables such Vendor to have legal rights against Your Firm, including the right to enforce the terms of this Participation Agreement and the applicable Vendor Agreement directly against Your Firm. This Participation Agreement is governed by the laws of the State of New York, USA, without reference to principles of conflict of laws. This Participation Agreement is executed in the English language only. Use of the term "including" herein shall mean "including without limitation". Although DGSL is not a party to this Participation Agreement and has no liability hereunder, DGSL is a third party beneficiary to this Participation Agreement and has certain rights under it. A facsimile, photocopy or electronic copy of this signed Participation Agreement shall be as valid and binding as the original.

Legal Name of Your Firm: _____

Territory of Your Firm: _____

By (Signature): _____

Printed Name: _____

Title: _____

Date: _____

Contact for Notices:

Printed Name: _____

Email: _____

Facsimile: _____

Schedule to Participation Agreement

_____, 20__

Vendor	Agreement/Document	Other Information