

**SECURITY SERVICES UPGRADE MEMBER SERVICES AGREEMENT**

**IMPORTANT – BY PURCHASING AND/OR USING THIS SECURITY SERVICES UPGRADE TO YOUR COVAC GLOBAL MEMBERSHIP, YOU REPRESENT AND WARRANT THAT YOU POSSESS THE LEGAL RIGHT AND ABILITY, ON BEHALF OF EACH MEMBER LISTED ON THE ENROLLMENT APPLICATION, INCLUDING BUT NOT LIMITED TO EACH MINOR CHILD OF WHOM MEMBER IS A PARENT OR GUARDIAN, TO AGREE TO BE BOUND BY THIS MEMBER SERVICES AGREEMENT AND ITS TERMS AND CONDITIONS.**

**COVAC GLOBAL EVACUATIONS/REPATRIATIONS ONLY AVAILABLE IF MEMBER IS LOCATED MORE THAN 300 MILES FROM HOME ADDRESS OF RECORD OR OUTSIDE HOME COUNTRY.**

**MINIMUM AGE REQUIREMENT OF 21 YEARS OLD FOR INDIVIDUAL MEMBERSHIP – No Minimum Age Requirement for Family Membership dependents**

This is a Security Services Upgrade Rider to either or both of the Member Services Agreement or the COVID-19 Services Agreement (this “**Rider**”). Member acknowledges and agrees that this is NOT a standalone agreement. This Rider shall only apply in the event a Member has purchased and maintains an **ACTIVE** Member Services Agreement and/or an **ACTIVE** COVID-19 Services Agreement and then separately purchases the Security Services Upgrade set forth in this Rider. This Rider shall between such Member and Covac Global Holdings, Inc (“**Company**”).

**1. Definitions.** In addition to those terms defined elsewhere in this Rider, the following terms, when capitalized, shall be ascribed meaning as follows:

“Qualifying Security Event” – Is an occurrence where a Member(s) that has purchased a Security Membership Upgrade is temporarily located in a Foreign Country and: (i) officials of such Foreign Country or the Members Home Country’s Foreign Ministry or equivalent , for reasons other than medical, issues a recommendation that travelers should evacuate such Foreign Country and/or (ii) the Member has been expelled or declared persona non grata in writing by the authority of the government of such Foreign Country, and/or (iii) security events have created a situation in which the Member is in danger of imminent grievous bodily harm, as determined by Company, to the extent that the Member must be evacuated; AND (iv) the Traveling Member cannot obtain commercial transport to the nearest safe location within time to avert imminent grievous bodily harm or to comply with the time allowed to leave such Foreign Country pursuant to the orders of the recognized government of the Foreign Country.

“Security Membership Upgrade” or “Security Services Upgrade” – A selection made and paid for by the Member that entitles the Member to security evacuation services pursuant to the terms of this Rider.

**2. Services.**

**IF A MEMBER EXPERIENCES AN EMERGENCY OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, A MEDICAL OR SECURITY EMERGENCY, THE MEMBER SHOULD IMMEDIATELY CALL LOCAL EMERGENCY MEDICAL OR SECURITY SERVICES (I.E. 911).**

**SECURITY UPGRADE SERVICES ARE ONLY AVAILABLE TO MEMBERS WHO HAVE ALREADY PURCHASED AND ACTIVELY MAINTAIN ONE OR BOTH OF THE FOLLOWING: (A) MEDICAL SERVICES MEMBERSHIP OR (B) COVID-19 SERVICES MEMBERSHIP. IN ADDITION TO THE FOREGOING, SECURITY UPGRADE SERVICES ARE ONLY AVAILABLE TO MEMBERS WHO SELECT AND PAY FOR THE SECURITY UPGRADE SERVICE.**

**2.1 Travel Services.** The following services are available to Members when they are Traveling:

**2.1.1 Security Evacuation Services.** To the extent practicable and permitted bylaw, and subject to the terms, limitations,

and exclusions of this Section 2.1.1, Company will provide and arrange for rescue, air and/or surface transport to the Traveling Member's Home Country in the event the Traveling Member is experiencing a Qualifying Security Event and requests transport. Security Evacuation Services must be requested within 5 days of the announcement or commencement of the Qualifying Security Event. In dangerous regions or situations, Company personnel shall have sole discretion whether or not to provide Security Evacuation Services and Company at all times reserves the right to determine the manner in which Security Evacuation Services are provided. COMPANY SHALL NOT BE OBLIGATED UNDER ANY CIRCUMSTANCES TO REIMBURSE A MEMBER OR PAY ANY THIRD-PARTY SERVICE PROVIDER FOR ANY ASSOCIATED TRANSPORT COSTS WHICH HAVE BEEN ARRANGED BY THE MEMBER OR BY ANY THIRD PARTY.

a. Company reserves the right to determine, in its sole discretion (i) whether a Traveling Member is experiencing a Qualifying Security Event sufficiently serious to warrant Security Evacuation Services, and (ii) the mode of transport.

b. Company shall not be under any obligation to provide more than one (1) such Security Evacuation Services transport to any Member in any twelve (12) month period. Company shall not be under any obligation to provide Security Evacuation Services to a Traveling Member if, in Company's sole discretion: (i) the Traveling Member is located in a region that is not reasonably accessible; (ii) the Traveling Member is serving as an armed or unarmed combatant or in a security role during an act of declared or undeclared war, invasion or armed conflict; (iii) the Traveling Member cannot be transported safely; (iv) the Traveling Member knowingly entered a region where the Traveling Member knew or should have reasonably known that a Qualifying Security Event and/or a substantial risk of grievous bodily harm existed or was imminent; (v) The Traveling Member has been kidnapped, held for ransom or held against his/her will or the Traveling Member placed himself/herself in a situation where kidnap, being held for ransom or being held against his/her will was likely. In any instance of kidnapping, Covac Global will provide all necessary advice and consulting, but excluding any ransom payments; (vi) traveling member is operating in a declared warzone; (vii) the traveling member is the victim of a nuclear, biological or chemical attack; (viii) the traveling member is in actual or alleged violation of the laws of the Foreign Country; (ix) the traveling member fails to maintain and possess required documents and visas other than in circumstances beyond the traveling member's control.

c. **Security Consulting Services.** Provide a Traveling Member with expert and professional security and risk consulting and advice in the instance the member is experiencing and event that threatens their personal security and safety. Such events include but are not limited to instances of kidnap or ransom, extortion, threat, hijack, wrongful detention and missing persons.

d. **Remote Rescue.** Remote Rescue is available for Qualifying Security Events.

**2.2 Services Maximum.** The maximum cost to Company for Security Evacuation Services pursuant to Section 2.1.1 for any one Member per trip shall be US\$250,000. The maximum cost to Company for Remote Rescue Services shall be \$25,000. SECURITY MEMBERSHIPS INCLUDE REMOTE RESCUE.

**2.3 Requests for Services.** Members shall be required to reimburse Company for any services requested by the Member or their Designated Representative that do not qualify under the terms and conditions for such services under this Rider. At the discretion of Company, Company may require that the Member guarantee payment by credit card or other means acceptable to Company before such services are provided, and Company shall be under no obligation to provide such services should guarantee or payment not be executed.

**2.4 General Exclusions.** Company shall not be under any obligation to pay for or provide any products or services not explicitly set forth in this Rider. Any such expenses shall be the sole responsibility of the Member. Member acknowledges and agrees that this Rider relates only to the rendering of services and the provision of certain related products as specified herein. This Rider is not, nor shall it be deemed or construed as, a policy of insurance of any kind or nature.

**3. Payment.** All membership fees are due and payable on or before the commencement of the membership. All other fees are due prior to or at the time services are rendered.

- 4. Refunds.** Company shall in its sole discretion determine eligibility of all refunds. Company is under no obligation to provide a refund when a member makes a purchase and agrees to all terms of service.
- 5. Limitation of Liability.** IN NO EVENT SHALL COMPANY, PROVIDER, COMPANY CONTRACTORS OR THEIR RESPECTIVE OFFICERS, EMPLOYEES, DIRECTORS, MANAGERS, SHAREHOLDERS, AGENTS, LEGAL COUNSEL, ACCOUNTANTS OR GUARANTORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL LOSS OR DAMAGES WHATSOEVER AS A RESULT OF ANY ACTION OR OMISSION BY COMPANY, PROVIDER OR ANY COMPANY CONTACTOR, INCLUDING, WITHOUT LIMITATION, ANY PRODUCTS AND SERVICES DESCRIBED. MEMBER ACKNOWLEDGES THAT RECEIVING THE SERVICES DESCRIBED IN THIS RIDER MAY BE EXTREMELY RISKY AND AGREES TO HOLD COMPANY HARMLESS FOR ANY LOSS OR DAMAGES. COMPANY'S MAXIMUM LIABILITY FOR ANY TYPE OF DAMAGES OR LOSS SHALL BE LIMITED TO THE MEMBERSHIP FEE PAID TO COMPANY FOR THIS MEMBERSHIP. NOTWITHSTANDING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT COMPANY SHALL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATED TO, DIRECTLY OR INDIRECTLY, ANY ACT OR OMISSION OF PROVIDER OR ANY TOTALCARE CONSULTATION, INCLUDING ANY PERSONAL INFORMATION COLLECTED IN CONNECTION WITH SUCH TOTALCARE CONSULTATION
- 6. Force Majeure.** Company shall not be liable for failure to provide or delay of services resulting from acts of God or other causes beyond Company's control.
- 7. Amendment.** Company may amend this Rider without notice to Member which shall be effective immediately upon posting on Company's website.
- 8. Waiver.** No failure or delay in exercising any right, power, or remedy under this Rider shall operate as a waiver of any such right, power or remedy.
- 9. Disputes and Arbitration.** In the event of a dispute related to this Rider, the parties agree to resolve it as set forth in the Member Services Agreement or the COVID-19 Services Agreement.
- 10. Fraudulent Activity.** Any fraud, misrepresentation, omission or concealment in the statements and/or actions made by Member in obtaining this membership or requesting services may render Member ineligible to receive services from Company, at Company's sole and absolute discretion, including but not limited to, knowingly purchasing a Company membership when a medical or security event has already begun or is imminent or when any other membership exclusion exists. All items and services shall be forfeited, and Company shall be entitled to reimbursement, including attorney's fees, for any services provided based on such statements and/or actions.
- 11. Entire Agreement.** This Rider, together with either or both of the Member Services Agreement and the COVID-19 Services Agreement, collectively, represent the entire agreement between Member and Company and supersedes any other agreement or representation, written or oral. Company reserves the right to change or amend the terms contained in this Rider without prior notice.

**END OF SECURITY SERVICES UPGRADE RIDER**

**COVID-19 EVACUATION MEMBERSHIP SERVICES AGREEMENT  
AND  
TERMS OF SERVICE**

**IMPORTANT – BY PURCHASING AND/OR USING YOUR COVAC GLOBAL COVID-19 SERVICES MEMBERSHIP YOU REPRESENT AND WARRANT THAT YOU POSSESS THE LEGAL RIGHT AND ABILITY, ON BEHALF OF EACH MEMBER LISTED ON THE ENROLLMENT APPLICATION, INCLUDING BUT NOT LIMITED TO EACH MINOR CHILD OF WHOM MEMBER IS A PARENT OR GUARDIAN, TO AGREE TO BE BOUND BY THIS COVID-19 SERVICES MEMBER SERVICES AGREEMENT AND ITS**

**TERMS AND CONDITIONS.**

**ALL COVAC GLOBAL MEMBERSHIPS WILL BE SUBJECT TO A 14 DAY ACTIVATION HOLD PERIOD FROM TIME OF PURCHASE TO THE TIME OF ACTIVATION OR WILL REQUIRE SUBMISSION OF A NEGATIVE PCR TAKEN WITHIN THE 7 DAYS PRIOR TO THE START DATE OF THE TRIP. NOTE: UPON ENTERING INTO THIS AGREEMENT AND PAYING THE MEMBERSHIP FEE, A MEMBER MAY ALSO PURCHASE THE SECURITY SERVICES UPGRADE AS AN ADD-ON SERVICE (THE “SECURITY SERVICES RIDER”).**

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