

ARTICLE 1. DEFINITIONS

1.1 The terms used in this Agreement are defined in Annex I (Definitions).

ARTICLE 2. COMMENCEMENT

2.1 This Agreement shall come into effect on the Commencement Date, and shall remain in effect during the Term and any Renewal Term of this Agreement.

ARTICLE 3. AUTHORIZATION TO PROVIDE SERVICES

3.1 Any Member and/or Authorized Person may contact any Intl.SOS Assistance Center to request for the Services. Subject to Article 3.4, some of the Services (as detailed in Annex II (Scope of Service)) shall require the prior authorization by the Authorized Person, and Intl.SOS will deliver such Services only if it has received such authorization either orally or in writing.

3.2 The Subscriber shall name at least three (3) persons to be the Authorized Persons for the purposes of notification, verification and/or authorization in relation to the Services to be provided to the Members. 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 the written notification is received by Intl.SOS. The Subscriber shall immediately 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 this Agreement will be deemed to be an Authorized Person.

3.3 In the course of providing the Services set out in Annex II (Scope of Service) and subject to confidentiality requirements, Intl.SOS will provide the Authorized Person with information, evaluations and recommendations regarding a Member's medical, travel and security status and the costs of providing the Services requested.

3.4 In the event Intl.SOS is unable to reach an Authorized Person after making a reasonable effort to do so, Intl.SOS is authorized by the Subscriber to arrange for such services as it deems necessary for the Member's well-being.

ARTICLE 4. ELIGIBILITY

4.1 The number of Members shall be based on the information recorded in the Subscriber's Declaration.

4.2 The Subscriber shall submit to Intl.SOS an annual Subscriber's Declaration no less than sixty (60) days prior to the Renewal Date, on any renewal(s) of this Agreement.

4.3 In the event that the Subscriber is involved in a merger or acquisition during any period that this Agreement is in effect, employees of the merged or acquired companies are eligible for inclusion in this Agreement provided that the Subscriber provides Intl.SOS with a current and accurate Subscriber's Declaration no more than thirty (30) days after the effective date of the merger or acquisition, and pays the applicable Supplemental Subscription Fee for such employees. In the event that the Subscriber fails to provide Intl.SOS with the additional number of Members resulting from the merger or acquisition, Intl.SOS may add a twenty percent (20%) surcharge on the Supplemental Subscription Fee for the period commencing the day after the last day on which the Subscriber's Declaration should have been submitted and ending on the day after the day on which the Subscriber's Declaration is submitted setting out accurate and up to date information.

4.4 Intl.SOS reserves the right to audit the Subscriber's relevant records and documents in order to verify the number of Members or actual users of the Services. Subscriber may be invoiced for a larger number of Members should

the review report by Intl.SOS reveal that a larger number of Subscriber's employees have access to the Services. A copy of the review report will be sent to Subscriber prior to raising a new invoice.

- 4.5 Only those persons designated as eligible Members by the Authorized Person shall be eligible for Services under this Agreement and only for the period for which the Subscription Fees have been paid.

ARTICLE 5. PAYMENTS, RENEWAL AND TERMINATION

5.1 Payment of Fees and Reimbursements

- 5.1.1 In consideration of the Services provided under this Agreement, the Subscriber shall pay Intl.SOS the Subscription Fees as set out within the Certificate of Subscription.
- 5.1.2 All Subscription Fees are due and payable on or before the Commencement Date or the Renewal Date as applicable.
- 5.1.3 The Subscriber will be invoiced the Subscription Fees on an annual basis. Subscription Fees that are due during the Term shall be paid whether or not the Agreement is terminated. Subscription Fees are not refundable in the event the Agreement is terminated. Intl.SOS shall have no obligation to render Services until the Subscription Fees and Reimbursements have been paid in full.
- 5.1.4 Where Subscriber purchases eLearning services (as set out in Annex II (Scope of Service)), the eLearning services will be invoiced based on the declared number of purchased licenses as recorded in the Certificate of Subscription. In the event that Subscriber requests changes to the specifications, content or format of the eLearning or Learning Management System ("LMS") as described in this Agreement, additional fees shall be due and payable and such fees shall be approved by Intl.SOS and Subscriber in writing before Intl.SOS commences work.
- 5.1.5 Any payments, guarantees or advances made by Intl.SOS under this Agreement on behalf of a Member are made as an agent for the Subscriber. Intl.SOS may, at its discretion, require a deposit to be furnished by the Subscriber before Services are rendered.
- 5.1.6 In the event the Subscriber elects to use Intl.SOS to provide assistance in obtaining a guarantee of payment to its third party providers, Intl.SOS 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



Intl.SOS secures discounts on behalf of the Subscriber, Intl.SOS shall pass on 65% of such negotiated discounts to the Subscriber.

- 5.1.7 Except as agreed in writing between the Parties, the Subscriber agrees to pay Intl.SOS all Subscription fees and Reimbursements which are due under or pursuant to this Agreement, within thirty (30) days of the date of the Intl.SOS invoice.
- 5.1.8 In the event that Intl.SOS does not receive payment from the Subscriber for any Subscription Fee or Reimbursements when the same falls due in accordance with this Agreement and remains unpaid for fourteen (14) days or more, Intl.SOS shall (without prejudice to any other rights or remedies available to it) be entitled to
- (a) charge interest on the outstanding amount at the rate of two percent (2%) per month calculated on a daily basis until payment is made;
 - (b) cease the provision of the Services to the Subscriber and the Members;
 - (c) terminate this Agreement if the amount due and payable remains unpaid for thirty (30) days or more; and;
- 5.1.9 (d) recover from the Subscriber the amount of all costs and expenses, including attorney's fees, incurred by Intl.SOS in connection with the enforcement of its rights under this Article 5.
- 5.1.10 Intl.SOS may authorize an affiliate of Intl.SOS to issue invoices to the Subscriber and collect the amounts invoiced from the Subscriber on Intl.SOS' behalf. Intl.SOS shall notify the Subscriber of the identity of the affiliate. Intl.SOS confirms that the affiliate identified by Intl.SOS shall have the authority to issue a valid receipt to the Subscriber.
- 5.1.11 The Parties acknowledge that the Services will be provided to the affiliated entities of the Subscriber as listed in the Certificate of Subscription. In the event that the Subscriber asks Intl.SOS to provide decentralised invoicing to Subscriber's affiliates, the Subscriber hereby authorizes Intl.SOS to send invoices directly to its affiliates and to collect payment directly from them, provided that the Subscriber remains liable for any outstanding invoices that are unpaid by these affiliated entities. The list of affiliated entities in the Certificate of Subscription may change from time to time following mutual agreement between the Parties. Intl.SOS reserves the right to (a) charge an additional administrative fee in relation to any decentralised invoicing and (b) suspend such decentralised invoicing upon reasonable notice.
- 5.1.12 Subscription Fees and Reimbursements do not include any applicable withholding taxes, customs, levies, excise taxes (including without limitation value added tax, goods and services tax, use tax and sales tax) deductions or other similar charges imposed by any jurisdiction or government on Intl.SOS or on its Services and the Subscriber shall pay such amounts and reimburse Intl.SOS for any such amounts that Intl.SOS is obliged to pay.
- 5.1.13 All fees are exclusive of broker fees which shall mean, but is not limited to, any commissions or fees payable to an agent or third party as agreed with the Subscriber. Any such fees are to be borne by the Subscriber.
- 5.1.14 All payments by the Subscriber shall be made by check or electronic funds transfer as instructed by Intl.SOS.
- 5.1.15 The Subscriber's obligation to pay the Subscription Fees and Reimbursements shall not be contingent on the outcome of any insurance or third party claim.
- 5.1.16 The Subscription Fees under this Agreement shall remain firm 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. The Subscription Fees shall be automatically indexed to the average of the growths of the following health price indices over the twelve months preceding the month of January or July (as the case may be) for each calendar year:
- a. Hospital and Related Services index, published by the U.S Bureau of Labor Statistics (Consumer Price Index – Table 2 Medical Care Services);

- b. Hospital Services index, published by the UK Office for National Statistics (Consumer Price Index – Table 3 06.3 Hospital Services);
- c. Health Care index, published by the Singapore Department of Statistics (Consumer Price Index);
- d. Medical Services index, published by the Statistics of South Africa (Consumer Price Index – Table E Health).

For the avoidance of doubt any change to the declared population as set forth on the applicable Subscribers Declaration may result in an adjustment to the Subscription Fee.

5.2 Renewals

At the end of the Term or any Renewal Term thereof, the Agreement will automatically renew for an additional twelve (12) month period, unless written notice of termination is given by either Party at least thirty (30) days prior to the end of the Term or Renewal Term.

5.3 Termination

- 5.3.1 Intl.SOS reserves the right to terminate this Agreement upon becoming aware that the Subscriber has merged with or been acquired by or acquired, whether directly or indirectly, an entity that provides services similar to the Services provided or arranged by Intl.SOS under or pursuant to the Agreement. The date of termination shall be the date specified in the written notice of termination from Intl.SOS to Subscriber.
- 5.3.2 A Party may terminate the Agreement in the event of a material breach of this Agreement and where the defaulting Party fails to cure such breach within thirty (30) days of receipt of a written notice to do so. The date of termination shall be the date specified in the written notice of termination. Non-payment of the Subscription Fees or Reimbursements after thirty (30) days from the date of the invoice shall be deemed to be a material breach.
- 5.3.3 Either Party may terminate this Agreement without cause by giving the other Party at least sixty (60) days written notice of its intent to do. A Party shall be entitled to terminate the Agreement forthwith, without prior written notice, in the event that the other Party makes an assignment for the benefit of creditors or a resolution is passed or a petition is presented against the other Party for liquidation, winding-up or dissolution or for the appointment of a liquidator, receiver, trustee, judicial manager or similar official of all or a substantial part of its assets or if execution or any form of action is levied or taken against any of its assets.
- 5.3.4 Each Party agrees that notwithstanding the termination or expiration of the Agreement, each Party will continue to be bound by this Agreement for the purpose of Intl.SOS completing any Intervention that commenced before the termination date or as otherwise agreed. During such period, subject to the Subscriber paying the Subscription Fees and Reimbursements, Intl.SOS shall continue to provide the Services in respect of the Member involved in the Intervention and update the data concerning such Member as though the Agreement had not been terminated in respect of such Member. The Subscriber shall pay the applicable Reimbursements for such Services in accordance with the terms of the Agreement.

ARTICLE 6. GENERAL CONDITIONS

6.1 Agreement Document

The terms and conditions of this Agreement, Annexes, Corporate Acceptance and Approval, Certificate of Subscription, Subscriber's Declaration and the Operations and Billings Procedure shall be deemed a part of this Agreement and are incorporated herein by reference and is the final expression of the agreement between the Parties relating to the subject matter in this Agreement. There are no promises, agreements, conditions or understandings, either oral or written, between them other than those set forth herein. The Certificate of Subscription shall be issued promptly upon receipt by Intl.SOS of the Subscriber's Declaration.

6.2 **Information Communicated between Parties**

Services are compiled from sources that Intl.SOS considers to be reliable or are expressions of opinion. Intl.SOS has made reasonable commercial efforts to ensure the accuracy of information, however, the information is provided 'as is' and includes reasonable judgments in the circumstances prevailing at the time. The information provided should not be construed as definitive or binding advice. Intl.SOS is not responsible for errors or omissions which result from or arise out of information provided by the Members, the Subscriber and the Subscriber's vendors, service providers and agents and Subscriber shall solely be responsible for the accuracy and timeliness of such information.

6.3 **Force Majeure**

Intl.SOS shall not be liable for failure to provide services and/or delays caused by acts of God, strikes, or other conditions beyond its control, including but not limited to, sanctions, flight conditions or situations where the rendering of services is prohibited or delayed by local laws, regulators or regulatory agencies. Intl.SOS shall notify the Subscriber of any circumstance likely to cause such failure or delay as soon as reasonably practicable.

6.4 **Conduct of Others**

To the extent permitted by applicable law, the Subscriber and its Members waive all claims against Intl.SOS for any loss resulting from any advice given, services provided or any acts or omissions of any third party provider including, without limitation, providers of medical services, transportation, security personnel or legal services who are referred by Intl.SOS unless due to Intl.SOS' negligent acts or omissions, or wilful misconduct.

6.5 **Limits of Liability**

Intl.SOS' liability in respect of the performance or non-performance of Intl.SOS' obligations under this Agreement (including the services set out in Annex II (Scope of Service) shall not exceed United States Dollar One Million (US\$1,000,000) in respect of each incident or in aggregate for the period of the Term and the Renewal Term (if any).

6.6 **Consequential Damages**

In no event shall either Party be liable for any loss of profits, incidental, special, consequential, exemplary, punitive, or indirect loss, damages, costs, charges, fees or expenses, including without limitation, loss of revenue, loss of or interruption to business or loss of use however arising, whether or not such Party was notified in advance of the possibility of such loss or damage.

6.7 **Time Limitations**

Any and all legal actions and claims against Intl.SOS arising under this Agreement shall be time barred unless written notice thereof is received by Intl.SOS within one (1) year of the date of the event giving rise to such actions or claims.

6.8 **Authorisation**

Intl.SOS may require Members, and their immediate families or representatives to give Intl.SOS written authorizations and releases prior to rendering the Services.

6.9 **Assignment**

This Agreement may not be assigned without the prior written approval of Intl.SOS, which approval may be withheld at its sole discretion.

6.10 **Amendment**

Amendment to this Agreement is effective only if in writing and signed by an authorized representative of both Intl.SOS and the Subscriber, except for changes to Annex III (Schedule of Fees), which shall not require an amendment.

6.11 Relationship

The relationship of the Parties shall be that of independent contractor and not of employment, partnership or joint venture, unless expressly provided otherwise in this Agreement. Neither Party shall have, nor represent that it has, any right or authority to bind the other to assume or create any obligation or responsibility expressed or implied on behalf of the other or in the other's name unless provided for in this Agreement. This Agreement is not an agreement of insurance nor is Intl.SOS an ERISA administrator fiduciary.

6.12 Medical Providers

The medical advice (including any referrals) and travel health information provided by Intl.SOS under this Agreement are not intended to constitute a diagnosis or treatment or to be relied upon as a substitute to the clinical advice or management by a designated treating physician or those acting at the treating physician's direction.

6.13 Return to work

The Subscriber and/or the Member shall be solely responsible for the decision as to whether or not a Member returns to work.

6.14 Competing Services

Whenever any Services have been initiated, the Subscriber shall not engage any other service provider in relation to the same incident or case for which the Services were invoked, so as not to cause any confusion or delay, since that may adversely affect the Member's condition.

6.15 International SOS Clinics

This Agreement provides the Subscriber with the ability to purchase for its Members, services available at Intl.SOS associated clinics. These clinics are located in countries where medical care of an international standard may not be available, or where cultural and language barriers make it difficult to receive appropriate care. Access by its Members to Intl.SOS associated clinics shall be conditional upon the aforementioned purchase of the relevant Intl.SOS clinic plan, and are subject to the requirements then in force at each respective Intl.SOS associated clinic.

6.16 Standard Membership Information and Fulfilment Documents

Intl.SOS may provide the Subscriber with a supply of standard membership cards including associated fulfilment material for the Members according to the number of Members. In the event the Subscriber requests such standard membership cards, Intl.SOS reserves the right to charge fees which shall be mutually agreed between the Parties. Additionally, on a reasonable commercial efforts basis, Intl.SOS will provide the Members with an assistance application ("Assistance App") for downloading onto the Members' mobile devices. Intl.SOS' ability to successfully provide access to the 'Assistance App' will be conditional on factors which may be outside the control or influence of Intl.SOS which may include third parties.

Intl.SOS will not be responsible for any promotional, advertising or marketing expense or cost incurred in connection with the Subscriber's offer of the Services to the Members, unless expressly agreed by Intl.SOS.

6.17 Confidential Information, Trade Secrets, Trademarks, Copyrights and Other Property Rights

6.17.1 Each Party expressly undertakes to retain in confidence all information and trade secrets transmitted by the other Party that have been designated as proprietary and/or confidential, or by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use or disclosure of such information or trade secrets except as provided for under this Agreement, or unless authorized to do so by the disclosing Party.

6.17.2 All trademarks, trade names, client lists, copyrighted material and any intellectual property rights vested in either Party at the date of or during the term of this Agreement, shall remain the exclusive property of the entitled Party and shall not be appropriated or used without the prior written consent of that Party.

6.17.3 Intl.SOS shall own and have the exclusive right to all data, documents, and software used or generated by it with respect to this Agreement and shall have the right to retain copies of any documents provided to it.

6.17.4 The Subscriber authorizes Intl.SOS, exclusively for the duration of this Agreement, to mention its name, excluding any other indication, on a reference list. Any other communication, in any form whatever and for any reason, will be subject to the prior written agreement of the Subscriber.

6.18 **Geographic Scope of Service**

6.18.1 The Services provided by Intl.SOS under this Agreement are rendered on a worldwide basis. Intl.SOS shall endeavour on a reasonable effort basis to provide the Services but Intl.SOS' ability to successfully execute an Intervention depends upon, and is subject to local and/or international resource availability and must remain within the scope of national and international law and regulations. An Intervention may depend on Intl.SOS being able to attain the necessary authorizations issued by the various authorities concerned which is outside of the control or influence of Intl.SOS.

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

6.19 **Severability**

If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any applicable laws, such provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

6.20 **Waiver**

The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

6.21 **Agreement Precedence**

In the event of any inconsistent or incompatible provisions, the terms and conditions of this Agreement shall take precedence, followed by the following documents in the following order:

- a. the Corporate Acceptance and Approval;
- b. Certificate of Subscription;
- c. Subscriber's Declaration;
- d. Annex I (Definitions);
- e. Annex II (Scope of Service);
- f. Annex III (Schedule of Fees); and
- g. Operations and Billings Procedures.

6.22 **Governing Law and Dispute Resolution**

With the exception of the principles applying to the conflict of laws, this Agreement is governed by, and shall be construed in accordance with, the laws practiced in the Commonwealth of Pennsylvania, United States of America.

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Philadelphia, conducted by the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the time being in force,

which is deemed to be incorporated by reference in this Article. The number of arbitrators shall be three, with each Party appointing an arbitrator and the third arbitrator shall be appointed by the two arbitrators appointed by the two Parties. The language to be used in the arbitral proceedings shall be English.

6.23 **Notices**

All notices hereunder shall be given to Intl.SOS and to the Subscriber to the address set forth in the Certificate of Subscription. Facsimile, physical and electronic notices are acceptable under this Agreement and shall be effective when received by the addressee.

6.24 **No Right of Enforcement**

A person who is not a Party to this Agreement has no right under applicable law or statute to enforce or enjoy the benefit of any term of this Agreement except as expressly provided in this Agreement.

6.25 **Data Protection**

6.25.1 Each Party undertakes to the other that, in connection with the provision or use of the Services (as appropriate), it will at all times comply with all applicable legislation, regulations, and other rules having equivalent force including legislation relating to personal data (the 'Relevant Legislation').

6.25.2 In relation to data protection, the Parties shall in addition to the general obligations under this Article and without prejudice to any other provisions of this Agreement:

- a. Process such personal data in accordance with the terms of the Relevant Legislation.
- b. Comply with the rights of the individuals to whom the provision of the Services relate as set out in the Relevant Legislation.
- c. Transfer such personal data in accordance with the provisions of the Relevant Legislation.

6.25.3 Each Party warrants that it has in place and undertakes to maintain throughout the duration of this Agreement appropriate technical and organizational measures against the accidental, unauthorized access or unlawful processing, destruction, loss, damage or disclosure of personal data and adequate security programs and procedures to ensure that unauthorized persons do not have access to any equipment used to process or store personal data.

6.25.4 Intl.SOS shall not use any personal data it receives in connection with this Agreement other than for the purpose of the performance of services, monitoring quality, providing training, complying with the Relevant Legislation and in accordance with this Agreement.

6.25.5 Intl.SOS may, subject to Relevant Legislation, record telephone calls to and from the Assistance Center for the purposes of providing services; monitoring quality; providing training; and addressing issues raised by Members and Subscribers, their respective duly authorized agents and representatives and judicial and government authorities. The Parties agree that in order to fulfil these purposes, the telephone call recordings may be shared by Intl.SOS with the Members, the Subscribers, their respective duly authorized agents and representatives and judicial and government authorities, who have a need to know.

6.26 **Counterparts**

This Agreement may be signed in any number of counterparts and by the Parties on separate counterparts, each of which, when so executed, shall be an original, but all counterparts shall together constitute one and the same document. Signatures may be exchanged by facsimile and/or email. Each Party agrees to be bound by its own facsimile and/or electronic signature, and accepts the facsimile and/or electronic signature of the other Party.

6.27 **Subrogation**

Intl.SOS shall be subrogated to any right or claim that the Subscriber or Members may have against a third party and which results in the rendering of services by Intl.SOS under the Access Membership.

6.28 **Indemnification**

Each Party to this Agreement shall indemnify, defend and hold the other Party, its subsidiaries and affiliates, and their respective directors, officers and employees, harmless from and against any and all claims, suits, actions, proceedings, or liabilities of any kind, including reasonable attorney's fees and expenses, as a direct result of its wrongful conduct, omission or the fault of its agents, employees or Members.

6.29 Business Standards

6.29.1. Business Standards.

The Parties shall establish and maintain precautions to prevent their respective employees, agents and representatives (and their families) from making, receiving, providing, or offering substantial gifts, entertainment, payments, loans or other consideration to employees, agents, or representatives of the other Party or any government official for the purpose of influencing those persons to act or exercise their official discretion in any specific manner.

6.29.2 US FCPA Compliance.

Each Party represents that it will comply with the requirements of the United States Foreign Corrupt Practices Act.

ANNEX I DEFINITIONS

1. In this Agreement, except to the extent that the context otherwise requires, the following terms shall have the meanings given to them below:

Assistance Center means any one of Intl.SOS' designated locations staffed with medical and security specialists, 24 hours per day, 365 days a year, to handle requests from Members for advice or assistance.

Authorized Person means the person or persons designated by the Subscriber in writing to Intl.SOS prior to the Commencement Date or such other person as notified in writing to Intl.SOS from time to time as authorized to act on behalf of the Subscriber or Member under this Agreement. The list of Authorized Persons forms part of the Operations and Billings Procedure.

Certificate of Subscription means the document or any amendment(s) thereto approved by Intl.SOS identifying the Services, Subscriber, Program Number, Commencement Date, Term, Renewal Date, Subscription Fee and other information as Intl.SOS shall include from time to time.

Commencement Date means the date on which this Agreement commences, as indicated in the first Certificate of Subscription.

Corporate Acceptance and Approval means the document executed by the Parties confirming their acknowledgement to be bound by this Agreement, the Subscriber's Declaration, Certificate of Subscription and the Operations and Billings Procedure.

Country of Assignment means the country of permanent residence outside the Home Country as stated on the Subscriber's Declaration.

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 Member.

Expatriate means a Member 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.

Home Country means the Member's country of citizenship.

Intervention means an emergency assistance service carried out by Intl.SOS, and shall include all related and ancillary activities.

Intl.SOS or Contractor means the International SOS legal entity as specified on the Certificate of Subscription.

Medical Service Providers means the service providers described in Section 1.2(c) of Annex II (Scope of Service).

Member means an employee of the Subscriber or its named affiliate's employees, and that employee's spouse, life partner or dependent children, who are designated as a Member on the Certificate of Subscription.

Membership means Corporate Comprehensive Access Membership.

Operations and Billings Procedure means a mutually agreed set of call handling, case management procedures and billing instructions that is designed according to the requirements of the Subscriber.

Party means either Intl.SOS or the Subscriber, and **Parties** refer to both Intl.SOS and the Subscriber.

Reimbursements if applicable, means any and all payments due to Intl.SOS including the fees set out in Annex III (Schedule of Fees) attached to this Agreement, as may be amended from time to time by Intl.SOS, any deposits payable by the Subscriber to Intl.SOS and any other payments, advances, cancellation fees or guarantees made by Intl.SOS on behalf of the Subscriber or Member, with the exception of the Subscription Fee.

Renewal Date means the date on which this Agreement is renewed as shown on the Certificate of Subscription.

Renewal Term means the subsequent minimum one (1) year period beginning on the Renewal Date, or such other longer period as agreed between the Parties as specified on the Certificate of Subscription.

Schedule of Fees means the list of fees as described in Annex III (Schedule of Fees).

Services means the services that are to be provided by Intl.SOS to the Subscriber and the Members as described in Annex II (Scope of Service).

Subscriber or Client means the company or other legal entity specified on the Certificate of Subscription.

Subscriber's Declaration means all information provided by the Subscriber for the preparation and administration of the Services, including information pertaining to insurer details for the purposes of establishing a direct billing agreement.

Subscription Fee means the annual fee reflected on the Certificate of Subscription.

Supplemental Subscription Fees means those fees that are payable in addition to the initial Subscription Fees, as a result of but not limited to additional Members.

Term means the one (1) year period beginning at 12:01 am on the Commencement Date.

Traveler means a Member whom the Subscriber has declared to be on a work-related assignment on behalf of the Subscriber outside his or her Home Country or his or her Country of Assignment for either less than ninety (90) consecutive days for a single trip or less than one hundred and eighty (180) accumulated days for multiple trips during any consecutive twelve (12) month period.

2. In this Agreement, unless the context otherwise requires:

- a. Any reference to "writing", or cognate expressions, includes a reference to any communications effected by electronic mail or facsimile transmission.
- b. Words importing the singular include the plural and vice versa and words importing a gender include every gender.

- c. A reference to a "Party" includes a reference to that Party's successors and permitted assigns.
- d. Any reference to a statutory provision shall include such provision and any regulations made in pursuance thereof as from time to time modified or re-enacted.
- e. Headings are for convenience of reference only and shall not affect the interpretation of this Agreement.
- f. A reference to a "person" shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any sovereign state or any agency thereof.
- g. References to Articles and Sections shall mean references to the Articles and Sections of this Agreement and references to an Annex shall mean an annex appended to this Agreement.

ANNEX II
SCOPE OF SERVICE

1. MEDICAL ASSISTANCE SERVICES

1.1. The Services set out in this Section 1.1 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 Member who shall contact an Intl.SOS Assistance Center in accordance with the Operations and Billings Procedure. If the Services are requested by Members, 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.

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

a. Evacuation and repatriation

- i. Intl.SOS will arrange 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 Member 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 Member's Home Country or Country of Assignment. Intl.SOS services are not a substitute for local emergency services.
- ii. Intl.SOS will arrange for the transport of the Member to the Home Country or Country of Assignment following a medical evacuation for subsequent in-patient hospitalisation 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 Member should be evacuated. In making such arrangements, Intl.SOS may consider all relevant circumstances, including but not limited to the Member's medical condition, the degree of urgency, the Member'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 Member's medical evacuation, Intl.SOS will arrange for transportation and accommodation for a relative or friend to join a Member who has or will be hospitalized 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 Member.
- iii. If a Member has minor children who are left unattended as a result of a Member's injury, illness or medical evacuation, Intl.SOS will arrange for transportation of such minor children to the Member's Home Country or Country of Assignment.

c. Additional travel after medical evacuation

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

d. Repatriation of mortal remains

In the event of the Member's death, Intl.SOS will arrange to transport the Member's mortal remains from the place of death to the Member'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. 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 Member'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 Members. Intl.SOS will provide the Authorized Person with information on the Member's medical assistance requirements and medical monitoring reporting in accordance with Annex III.

f. 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 Member's care and treatment but which are not available at or near the Member's location

1.3. The Services set out in this Section 1.2 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 Member 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 Member contacting an Intl.SOS Assistance Center.

b. Travel health information

Members 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 Members. Unless stated otherwise, this information cannot be quoted, published, or redistributed in any way, shape or form, by the Subscriber and Members without the express permission of Intl.SOS.

c. Medical & dental referrals

Intl.SOS will provide the Member with names, addresses, telephone numbers and if requested by a Member and if available, office hours for physicians, hospitals, clinics, dentists and dental clinics (collectively called 'Medical Service Providers') within the area where the Member 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 Member.

d. Out-patient arrangements

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

e. Assistance with documentation for insurance claim

Intl.SOS will assist Members 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 of Annex II (Scope of Service) shall be provided by Intl.SOS 24 hours a day, 365 days a year upon request of any Authorized Person or Member 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 Members 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 & assistance

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

2.2. The Services set out in this Section 2.2 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 Member who shall contact an Intl.SOS Assistance Center in accordance with the Operations and Billings Procedure. If the Services are requested by Members, 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 Members 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 of Annex II (Scope of Service) will be provided 24 hours a day, 365 days a year to any Authorized Person or Member 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

Members 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 Members. Unless stated otherwise, this information cannot be quoted, published, or redistributed in any way, shape or form, by the Subscriber and Members without the express permission of Intl.SOS.

b. Security Advice and Assistance

Members 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 Member with names, addresses, and telephone numbers for security firms, taxi or hotel (collectively called 'Security Referrals') within the area where the Member 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 Member.

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 Members. 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 Members in the area with practical advice and review of the security situation.

3.2. The Services set out in this Section 3.2 of Annex II (Scope of Service) shall be provided by Intl.SOS 24 hours a day, 365 days a year to any Authorized Person or Member who shall contact an Intl.SOS Assistance Center in accordance with the Operations and Billings Procedure. The Subscriber shall pay to Intl.SOS the incremental Security Fees and Charges 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 Members 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 Members to affected location(s), and advice to reduce the number of Members 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 Members 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 Members 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.

ANNEX III

SCHEDULE OF FEES (USD)

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

The following schedule of fees shall only be applicable to the Services where the Subscriber, Member or Authorised Person has requested Intl.SOS to deliver the Services.

1. MEDICAL EVACUATION AND REPATRIATION

1.1. By air ambulance

Where Intl.SOS organizes the transportation of a Member, by chartering a pre-configured air ambulance aircraft from an Intl. SOS accredited aviation service provider, including Air Rescue International.

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.

- i. **Medical Coordination Fee** of 15% of the total costs paid to service providers will be charged to the Subscriber.

1.2. By air charter

Where Intl.SOS organizes the transportation of a Member, by chartering an aircraft made suitable for patient transportation, by the provision of portable medical equipment and medical staff from Intl.SOS.

- 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

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

- 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

Where Intl.SOS organizes the transportation of a Member, 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 Intl.SOS.

- 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 USD 175, will be charged to the Subscriber.

2. REPATRIATION OF MORTAL REMAINS AND/OR LOCAL FUNERAL SERVICES

2.1. Repatriation of Mortal Remains

Where Intl.SOS organizes the repatriation of a deceased Member's mortal remains, from the place of death to the Member's home country.

- i. **Repatriation of Mortal Remains Coordination Fee** of USD 2,165 will be charged to the Subscriber, in addition to the costs charged by the service provider(s).
- ii. Intl.SOS staff may be deployed on a case by case basis. The applicable fees will be agreed with the Subscriber prior to deployment.

2.2. Local Funeral Services

Where Intl.SOS arranges for a local burial or cremation at the Member'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 2,165 will be charged to the Subscriber, in addition to the costs charged by the service provider(s).
- ii. Intl.SOS 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 Member, 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

An outpatient is defined as a patient who receives medical services 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.

- i. **Outpatient Service Fee:** where Intl.SOS monitors the progress of outpatient medical care provided to a Member by a medical practitioner and/ or guarantees and pays service provider costs associated with a Member's outpatient medical care, the Outpatient Service Fee will be charged to the Subscriber, as follows:

Treatment Duration	Outpatient Service Fee
Up to 14 days	USD 215 per case*
Additional days above 14 and up to 60 consecutive days	An additional fee of USD 145 per case will be charged
61 consecutive days and over	Quote provided on a case by case basis

**Outpatient Service Fee of USD 215 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

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.

- i. **Inpatient Service Fee:** where Intl.SOS monitors the progress of inpatient medical care provided to a Member at a medical facility and/ or guarantees and pays service provider costs associated with a Member's inpatient medical care. The Inpatient Service Fee is a daily fee that will be charged to the Subscriber, as follows:

Treatment Duration	Inpatient Service Fee
First 14 days	USD 265 per day
Additional days above 14 and up to 60 days	USD 115 per day
61 consecutive days and over	Quote provided on a case by case basis

4. RE-PRICING AND DISCOUNTS

4.1. Re-pricing

Where Intl.SOS secures a discount, resulting from a process of re-pricing negotiations with preferred provider organization (PPO) networks, Intl.SOS shall pass on 65% of such negotiated discounts to the Subscriber. This service is available in the United States of America only.

4.2. Discounts

Where Intl.SOS secures discounts on behalf of the Subscriber, Intl.SOS shall pass on 65% of such negotiated discounts to the Subscriber.

5. DISPATCH OF MEDICATION AND MEDICAL SUPPLIES

Where Intl.SOS arranges for the delivery of medicines, drugs and medical supplies which are not available at or near the Member's location, and where practical and legally permissible.

- i. **Coordination Fee** of 15% of the total costs paid to service providers, or a minimum of USD 175, whichever is greater, will be charged to the Subscriber.

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

Where Intl.SOS arranges for the delivery of other travel and medical assistance services, not listed in items 1, 2, 3, 4 and 5 above.

- i. **Coordination Fee** of 15% of the total costs paid to service providers, or a minimum of USD 175, 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. Intl.SOS reserves the right to revise this schedule of fees from time to time.

ATTACHMENTS

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). Intl.SOS reserves the right to select a medical team befitting the real time clinical status and medical condition of the patient.

The below Medical Escort Fees are inclusive of the following:

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

Medical Team originating from:	Asia	Americas, Europe, Middle East	Australasia Africa, CIS
Specialist/Anaesthetist	USD 4,620	USD 7,320	USD 4,800
General Practitioner	USD 3,200	USD 7,025	USD 4,110
ICU Nurse	USD 1,770	USD 4,685	USD 2,455
Nurse	USD 1,600	USD 4,225	USD 2,290

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

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

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 285	USD 860

Totalling over 2 hours and 6 hours or less	USD 860	USD 1,710
Totalling over 6 hours and 10 hours or less	USD 1,430	USD 2,570
Totalling above 10 hours	USD 1,995	USD 3,430

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
 - Meeting service at points of arrival/departure
 - Wheelchair assistance at points of arrival/departure
 - Check-in/Departure assistance
 - Tarmac access application
- i. Where ground handling support is rendered by a service provider, the service provider expenses will be charged at cost.
- ii. In locations where ground handling support is delivered directly by Intl.SOS 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 1,600	USD1,090