

I. MEMBERSHIP PLANS AND FEES

GME ACTION is offered in two coverage types – Single Coverage (“Individual”) and Family Coverage (“Family”)—and in two membership terms: a One-Year Membership and a Five-Year Membership. Each membership may be paid either as a discounted one-time lump sum or in twelve (12) equal monthly installments billed during the first year only. The membership fees are:

MEMBERSHIP	ONE-TIME	MONTHLY ×12
Individual — 1-Yr	\$450	\$39/mo
Family — 1-Yr	\$580	\$49/mo
Individual — 5-Yr	\$2,025	N/A
Family — 5-Yr	\$2,610	N/A

U.S. dollars. The lump-sum price is discounted; the monthly plan (12 payments, first year only) totals more than the lump sum. For a Five-Year Membership the 12 payments equal the full five-year fee — no further payments after year one.

- All plans include: emergency transport coverage; 24/7/365 service; and nationwide and global coverage as described in this Agreement (global/worldwide coverage is provided subject to the Worldwide Coverage terms in the Benefits and Services section).
- Individual (Single Coverage) covers one Member. Family (Family Coverage) covers the Member, his/her Spouse, and eligible Children, and extends to Minor Grandchildren and Minor Great Grandchildren as defined in this Agreement.
- Payment options. Each membership may be paid (a) as a single discounted lump-sum payment due at enrollment, or (b) in twelve (12) equal monthly installments charged during the first year only. For a Five-Year Membership, the twelve monthly installments together equal the full five-year membership fee; once the twelve installments are paid, no further payments are due for the remaining term, and the Member is enrolled for the full five-year term. The Five-Year Membership locks the Member’s rate for the full five-year term. Memberships renew as described in the Cancellation provision. GME ACTION does not offer daily, single-event, or month-to-month memberships.
- All fees are due in advance. Coverage becomes effective per the Effective Term provision upon receipt and approval of the enrollment and the applicable fee at the GME ACTION Home Office. Fees are stated in U.S. dollars. Alternative Burial Address and other optional add-ons, if offered, may be purchased at an additional cost.

II. BENEFITS AND SERVICES

Following payment of the applicable membership fee, GME ACTION will provide the following services at no additional cost to its Members:

1. MEDICAL EVAC & EMERGENCY AIR TRANSPORTATION[†]. GME ACTION agrees to provide Medical Evacuation and Emergency Air Transportation services should the Member suffer a Serious Illness or Injury as described in this Agreement that requires transportation by air of that sick or injured Member in need of specialized treatment not available at the attending Medical Facility, to the nearest and best Medical Facility capable of providing such specialized treatment when the Medical Facility is more than one hundred (100) air miles from the point of

departure. GME ACTION provides medically equipped fixed-wing aircraft for medical transports or, if appropriate, commercial air carrier, depending upon the medical status of the Member. GME ACTION will provide air ambulance transportation upon confirmation from an attending Physician and the GME ACTION Medical Director that the Member is Seriously Ill or Injured and is in need of Medical Evacuation or Emergency Air Transportation.

2. EMERGENCY HELICOPTER TRANSPORTATION. GME ACTION shall cover and/or provide medical Emergency Helicopter Transportation as defined in this Agreement should the Member suffer a Serious Illness or Injury that requires transport by an Emergency Helicopter for that Member to the nearest appropriate Medical Facility capable of providing the required medical treatment. Emergency Helicopter Transportation shall be provided anywhere in the United States.

3. EMERGENCY GROUND AMBULANCE TRANSPORTATION. GME ACTION shall cover and/or provide Emergency Ground Ambulance Transportation for a Member from the Member’s Residence or the site of a Serious Illness or Injury to the nearest appropriate Medical Facility that can provide the needed emergent medical needs for the Member. In addition, Emergency Ground Ambulance Transportation shall be provided from a Medical Facility that is unable to meet the Member’s emergent medical needs to the next nearest Medical Facility that can provide the necessary emergent procedures. Emergency Ground Ambulance Transportation shall be provided anywhere in the United States.

4. MEDICAL REPATRIATION FLIGHT HOME[†]. If a Member is hospitalized in a Medical Facility more than 100 air miles from his/her Residence and the treating Physician along with the GME ACTION Medical Director determines it is feasible or medically necessary to transfer the Member to a Medical Facility nearer to the Residence to recuperate in familiar surroundings, GME ACTION agrees to provide air transport for the Member either by air ambulance or commercial air carrier depending on the medical condition of the Member.

5. PARAMEDIC ASSISTED COMMERCIAL FLIGHTS[†]. If the Member is hospitalized in a Medical Facility more than 100 air miles from his/her Residence and if the GME ACTION Medical Director and the Member’s attending Physician at the Medical Facility deem it medically appropriate, GME ACTION will provide a Paramedic to assist the Member on a first class commercial flight, purchase the Member’s airfare, and if applicable, purchase the airfare for the Member’s Spouse to transfer the Member from that Medical Facility to a Medical Facility nearer the Member’s Residence.

6. COMMERCIAL UPGRADE[†]. Should a Member need specialized medical treatment not available locally, GME ACTION will reimburse a coach-fare round-trip regularly scheduled airline ticket if the Member is admitted on an In-Patient basis to a Medical Facility 100 air miles or more from his/her Residence and the Member submits supporting medical documentation for the need of the specialized treatment.

7. RETURN TRANSPORTATION[†]. GME ACTION shall provide transportation for the Member by commercial air carrier (coach fare) to the point of origin after Medical Evacuation and Emergency Air Transportation, anywhere in the United States, Canada, Mexico, the Caribbean and the Bahamas, or to any commercial airport chosen by the Member that is as close or closer than the point of origin. Additionally, GME ACTION shall provide commercial air carrier (coach fare) to the commercial airport nearest the Member’s Residence from anywhere in the United States, Canada,

Mexico, the Caribbean and the Bahamas following In-Patient Medical Facility confinement at least 100 air miles from the Member's Residence.

8. VISITOR TRANSPORTATION[†]. When a Member is hospitalized away from his/her Residence, or at a hospital near their home residence, for more than five (5) consecutive days, or at the discretion of GME ACTION, the Member may select one family member or friend to attend during the confinement. Upon being notified of such selection, GME ACTION will provide round-trip commercial air carrier (coach fare) for the person so selected from the commercial airport nearest their home or usual place of residence in the United States or Canada, to the commercial airport nearest the Medical Facility where the Member is confined. The selected visitor will be reimbursed an amount not to exceed \$500.00 for lodging, food, and transportation upon submission of proper receipts.

9. ESCORT TRANSPORTATION[†]. Should the Member require Medical Evacuation and Emergency Air Transportation or Medical Repatriation as described above, GME ACTION will also provide transportation for the Member's Spouse, family member or companion to accompany the sick or injured Member in flight, subject to space available, as determined by the chief pilot or medical crew and subject to the well-being and safety of the Member/Patient. If the escort is not allowed to accompany the Member/Patient on the flight, GME ACTION will provide commercial coach fare to the destination of the air ambulance.

10. MINOR GRANDCHILDREN AND MINOR GREAT GRANDCHILDREN RETURN[†]. When Minor Grandchildren or Minor Great Grandchildren are left unattended as a result of a Member utilizing Medical Evacuation and Emergency Air Transportation, Emergency Helicopter Transportation, Emergency Ground Ambulance Transportation, Medical Repatriation, Paramedic Assisted Commercial Flights or Mortal Remains Transport, GME ACTION will provide one-way commercial air transport (coach fare) for the return of Minor Grandchildren or Minor Great Grandchildren to the commercial airport nearest the Member's place of Residence or the parent's place of residence. A qualified attendant will also be provided by GME ACTION to accompany such Minor Grandchildren or Minor Great Grandchildren en route back to their home, in the event that they require such attention.

11. VEHICLE RETURN[†]. GME ACTION agrees to provide Vehicle Return service for ground vehicles such as cars, vans, motorcycles, travel trailers, or motorhomes with vehicle in tow owned or rented by the Member when Serious Illness or Injury or death requires the use of one of the following services: Medical Evacuation and Emergency Air Transportation, Medical Repatriation, Paramedic Assisted Commercial Flights, Return Transportation, or Mortal Remains Transport provided by GME ACTION. The vehicle must be in a condition of being safely operated on the highway and will be delivered to the Member's Residence anywhere within the United States and Canada. Only one (1) vehicle, which includes vehicle in tow, shall be returned per incident of illness, injury or death. GME ACTION will bear the cost of fuel, oil and bonded driver to perform such Vehicle Return. If GME ACTION is providing the bonded driver, passengers and pets will not be allowed. The Member will bear the cost of any repair due to mechanical breakdown en route. Alternatively, the Member may designate a person of choice to perform such Vehicle Return. Upon GME ACTION approval, GME ACTION will provide the cost of a one-way commercial air transport (coach fare) to the commercial airport nearest the accident, illness, hospitalization, death or injury and will reimburse the cost of fuel, oil

and tolls to perform the Vehicle Return. The Member must submit all supporting documentation to receive reimbursement.

12. MORTAL REMAINS TRANSPORT[†]. In the event of the death of any Member at a location more than 100 air miles from his/her Residence, GME ACTION will provide for payment of the regularly scheduled commercial carrier air waybill for the Member's remains to the commercial airport nearest his/her Residence. If the place of Residence has changed, it must be reported to GME ACTION in writing in advance of the event leading up to the death of the Member. Additionally, if a Member is eligible for Mortal Remains Transport, GME ACTION shall transport the Member's remains to a different location in the United States as chosen by a family member if the cost is the same or less than the cost of a transport to the Member's original Residence. At the time of enrollment, the Member may elect to purchase, at an additional cost, an Alternative Burial Address different than the Member's Residence. If such purchase has been selected, GME ACTION will provide for payment of the regularly scheduled commercial carrier air waybill to the commercial airport nearest the Alternative Burial Address.

13. SPOUSE RETURN[†]. GME ACTION will prepay a one-way commercial air carrier (coach fare) for the Spouse on the membership to the commercial airport nearest to the Residence should the services for Medical Evacuation and Emergency Air Transportation, Medical Repatriation, Paramedic Assisted Commercial Flights, Return Transportation or Mortal Remains Transport be utilized.

14. ORGAN RETRIEVAL. GME ACTION agrees to provide air transportation of an organ to be used in an organ transplant procedure required by the Member. This retrieval service will provide air transport of a heart, heart/lung, liver, kidney, lung or pancreas anywhere in the United States.

15. ORGAN RECIPIENT TRANSPORTATION. GME ACTION agrees to provide air transportation by either private charter, an air ambulance or scheduled common air carrier depending on the medical condition of the Member with the advisement of the treating Physician along with the GME ACTION Medical Director. Upon advisement, GME ACTION will provide transport to the commercial airport nearest the Medical Facility of the organ transplant procedure anywhere in the United States for the Member recipient and one family member, subject to space available, as determined by the chief pilot and medical crew subject to the welfare and safety of the patient.

16. PET RETURN[†]. GME ACTION agrees to return the Member's dog, cat or smaller animal, with a limit of two pets per incident and two pet returns per membership year, should the Member utilize Medical Repatriation, Paramedic Assisted Commercial Flights, Return Transportation or Mortal Remains Transport provided by GME ACTION. Pet Return on an air ambulance arranged by GME ACTION will only be allowed with the pilot's consent. Should the Pet Return be performed on a regularly scheduled commercial carrier (coach fare) after the Member's In-Patient discharge, the Pet Return will be subject to airline rules and regulations which may require a health certificate. GME ACTION is not responsible for the pet's illness, injury or death during the return.

17. WORLDWIDE COVERAGE. GME ACTION shall reimburse the Member or pre-pay up to \$20,000.00 in Out-of-Pocket expenses incurred by the Member resulting from Medical Evacuation and Emergency Air Transportation, Medical Repatriation, and Paramedic Assisted Commercial Flights. In addition, GME ACTION will also include Return Transportation, Escort Transportation, Mortal Remains Transport, and Spouse Return. Coverage shall be extended to a worldwide basis, provided that notice is received by GME

ACTION in writing of the Member's intent to travel outside the Basic Coverage Area (United States, Canada, Mexico, the Bahamas and the Caribbean) at least 10 days prior to travel dates. A written itinerary of travel destinations and dates must be included. Notice must be provided by either certified mail with return receipt, confirmed email, or faxed notice with confirmation to provide proof of delivery of notice. GME ACTION will allow up to ninety (90) days per trip. Additional coverage may be purchased at a price to be determined by GME ACTION on a case-by-case basis as determined by the location(s) to which the Member is traveling. Coverage outside the Basic Coverage Area will only be provided when GME ACTION issues a written confirmation for the Member's trip. Worldwide Coverage is not available in Cuba, North Korea, Antarctica and Iran, and will be limited to the discretion of GME ACTION when the Member is traveling to countries having severe U.S. State Department warnings.

18. TRANSPORTATION TO REHABILITATION CENTERS, SKILLED NURSING AND HOSPICE SETTINGS. GME ACTION agrees to pay transportation expenses to Rehabilitation Centers, Skilled Nursing Centers and Hospice settings in an amount not to exceed \$500 per year per Member. Travel must be initiated from In-Patient Medical Facility care and must be ordered by the treating Physician or Medical Facility social worker. Transport must be made by ground ambulance or other medical vehicle subject to GME ACTION approval and done in the United States.

19. MINOR GRANDCHILDREN AND MINOR GREAT GRANDCHILDREN EMERGENCY SERVICES[†]. Should the Member's Minor Grandchildren or Minor Great Grandchildren be traveling with the Member 100 air miles from the Member's Residence within the United States, they will be provided Medical Evacuation and Emergency Air Transportation, Emergency Helicopter Transportation, Emergency Ground Ambulance Transportation, Medical Repatriation, Paramedic Assisted Commercial Flights, Return Transportation, and Mortal Remains Transport as defined in this Agreement.

20. TRAVEL EXPENSE[†]. In the event the Member should require Medical Evacuation and Emergency Air Transportation, GME ACTION will reimburse travel expenses (hotel, meals and public transportation) of the Member in an amount not to exceed \$1,000.00 upon submission of proper receipts. GME ACTION will reimburse travel expenses (hotel, meals and public transportation) for Visitor Transportation or Escort Transportation in an amount not to exceed \$500.00 upon submission of proper receipts.

21. WORLDWIDE EMERGENCY AMBULANCE & HELICOPTER. In accordance with Worldwide Coverage, International Emergency Ground Ambulance/Helicopter shall be provided on a Worldwide Coverage basis. GME ACTION agrees to reimburse International Emergency Ground Ambulance/Helicopter transportation to the nearest Medical Facility not to exceed \$1,500 per year per Member. The Member agrees to submit the claim containing supporting documentation from the Emergency Ground Ambulance/Helicopter provider, including a valid invoice and receiving Medical Facility documents for the International Emergency Ground Ambulance/Helicopter transfer, in order to receive reimbursement.

22. TERMINALLY ILL TRANSPORTATION. GME ACTION agrees to provide a regularly scheduled commercial flight should the Member be terminally ill and discharged from an in-patient hospital stay, from any location in the United States to the Suitable Airport closest to the Member's Residence in the United States, provided that

the flight destination must be more than 100 air miles from where the Member was admitted. Furthermore, flights will not be made from the Member's Residence to another location and the Member must be sufficiently stable to survive the flight as defined in DEFINITIONS.

23. CONCIERGE SERVICE. GME ACTION understands that not all travel contingencies can be anticipated by a Member when traveling, especially when emergencies arise. As part of GME ACTION's complete services package, GME ACTION will provide a range of Concierge Services to meet Members' unanticipated travel needs, including: Worldwide Medical Referrals; Legal Referrals; Lost Luggage Assistance; Translation Services; Emergency Travel Arrangements; Replacement of Lost or Stolen Travel Documents (U.S. Passport & Visa Services); Emergency Message Relay; and Monitoring of Treatment. Fees and costs charged by referred providers are the Member's responsibility unless otherwise authorized by GME ACTION. The Member understands that the Concierge Services are provided as a courtesy only and that GME ACTION shall not be responsible to the Member if it is unable to perform any of the Concierge Services.

III. COVERED ACTIVITIES

GME ACTION is built for riders, racers, action-sports athletes, outdoor enthusiasts, and their families. A Serious Illness or Injury arising from a Member's participation in the action-sports, motorsports, outdoor recreation, and recreational activities described below is covered under this Agreement, subject to all applicable terms, conditions, waiting periods, limitations, and Exclusions, on the same basis as any other Serious Illness or Injury.

Covered Activities include, without limitation:

- **Motorcycle and powersports activities**, including motocross, supercross, enduro, hare scrambles, trials, dual-sport riding, trail riding, dirt-bike riding, off-road riding, and recreational or amateur motorcycle racing;
- **Automotive and motorsports activities**, including karting and go-karting, automobile racing, track days, autocross, rally, off-road racing, recreational closed-course driving or racing, driver-training events, and similar amateur or recreational motorsports activities conducted on designated tracks, courses, trails, or private property;
- **Off-road vehicle activities**, including the operation or recreational use of ATVs, UTVs, side-by-sides, dune buggies, four-wheel-drive vehicles, and other off-highway or recreational vehicles;
- **Freestyle and action sports disciplines**, including freestyle motocross, BMX freestyle, scooter riding, skateboarding, and similar activities involving ramps, jumps, courses, parks, or designated recreational facilities;
- **Cycling activities**, including mountain biking, downhill mountain biking, enduro, BMX racing, gravel riding, trail cycling, and recreational road cycling;
- **Snow and winter sports**, including skiing, snowboarding, snowmobiling, sledding, snow biking, and similar recreational winter activities;
- **Water sports and recreation**, including surfing, wakeboarding, wakesurfing, waterskiing, kiteboarding, paddleboarding, kayaking, rafting, personal-watercraft use, and similar recreational water activities;

- **Outdoor and adventure recreation**, including hiking, backpacking, camping, climbing, bouldering, trail running, obstacle-course activities, horseback riding, hunting, fishing, and similar outdoor recreational activities; and
- **Other substantially similar recreational, amateur, professional, action sports, motorsports, or outdoor activities**, whether undertaken individually, as part of an organized recreational event, at a private facility, or on a designated recreational or closed course.

Coverage under this Section applies to both amateur and professional participation, including practice, training, track days, exhibitions, demonstrations, sanctioned or unsanctioned competitions, sponsored events, and events involving compensation, purses, prizes, or prize money.

If an event, promoter, sanctioning body, sponsor, team, employer, venue, insurer, or other responsible party provides medical transportation, evacuation, repatriation, rescue, or substantially similar benefits applicable to a Member's Serious Illness or Injury, those benefits must first be utilized or exhausted before GME ACTION will apply. GME ACTION shall be subsequent to such event-provided benefits and shall not duplicate benefits otherwise available to the Member.

If no such event-provided benefits or protection are available, GME ACTION shall apply in accordance with the terms and conditions of this Agreement.

Nothing in this Section waives or modifies any waiting period, geographic limitation, transportation requirement, benefit limitation, eligibility provision, or Exclusion contained elsewhere in this Agreement. This Section also does not extend coverage to any activity expressly excluded elsewhere in this Agreement, including, by way of example, air travel other than as a passenger on a scheduled commercial airline where such exclusion applies.

IV. DEFINITIONS

1. "MEDICAL EVACUATION AND EMERGENCY AIR TRANSPORTATION" is defined to mean travel from a Suitable Airport nearest the Medical Facility where the Member is hospitalized, to a Suitable Airport nearest the Medical Facility necessary, by "fixed wing" medically equipped air transport or by commercial air carrier.

2. "EMERGENCY HELICOPTER TRANSPORTATION" is defined to mean travel from the site of an accident or illness to the nearest appropriate Medical Facility capable of attending to the Member's needs, by "rotary blade" medically equipped air transport. Emergency Helicopter Transportation is available at the discretion of GME ACTION, except in a medical emergency and, if provided, it shall be offered instead of, and not in addition to, "Medical Evacuation and Emergency Air Transportation." GME ACTION shall pay an amount that is the lesser of the reasonable and customary charges determined by GME ACTION or the balance bill, not to exceed \$25,000 per emergent helicopter trip, which is secondary to any payments paid by any and all of the Member's insurance providers and/or Medicare. If, after GME ACTION has met its obligations of payment to the Medical Transportation Provider as defined here, the provider deems its bill as still not paid in full, any remaining balance shall be the sole responsibility of the Member.

3. "AIR Medical Services" is defined to mean regularly scheduled commercial flights or Air Ambulance transport with rated

pilots; rated registered nurses and paramedics trained in critical care to support patient care; medical equipment and medication essential for routine and emergency in-flight care, under the guidance of a medical advisory team headed by a medical director or head nurse, and includes air-to-ground communication capabilities.

4. "BASIC COVERAGE AREA" is defined to mean the contiguous United States, Alaska, Hawaii, Canada, Mexico, the Bahamas and the Caribbean islands.

5. "SERIOUS ILLNESS OR INJURY" is defined to mean a medical condition which by customary practice in the medical profession is considered to warrant transport to a facility medically appropriate to the situation. Warranted transport requires the recommendation of the attending Physician and agreement with the GME ACTION Medical Director that the flight is in the best interest of the Member/patient and that the Member/patient is in a condition sufficiently stable for the flight.

6. "MEDICAL FACILITY" is defined to mean a facility licensed and operated according to the laws pertaining to hospitals, which maintains the facilities necessary to provide for the diagnosis, major surgical intervention and treatment of injury and sickness by or under the supervision of Physicians on an In-Patient basis with continuous twenty-four (24) hour nursing services. Medical Facility does not include physical rehabilitation centers, skilled nursing centers or hospice settings, even if they are otherwise contained within a hospital.

7. "MEMBER" is defined to mean a person who (a) makes application for enrollment in GME ACTION and whose enrollment and service fees have been received at the GME ACTION Home Office, and (b) becomes and remains a Member in good standing. The Spouse and Children, as defined herein, of a Member shall be included in the term "Member" for purposes hereof if, and only if, the Member applies for Family Coverage and the required service fee is paid. Change in family status must be recorded with GME ACTION prior to any injury, illness, hospitalization, death or other incident that activates the provision of services. Changes will be effective upon receipt of a written confirmation by GME ACTION.

8. "RESIDENCE" is defined to mean the address on the application, provided by the applicant and family. Should a request of residence change be made, the Member must do so by certified mail return receipt requested, or by confirmed fax or email to the GME ACTION Home Office. Change of residence must be received by GME ACTION prior to any injury, illness, hospitalization, death or other incident that activates the provision of services. Changes will be effective upon receipt of a written confirmation by GME ACTION.

9. "SPOUSE" is defined to mean a person to whom a Member is legally married or has a Life Partner relationship living in the same household for at least one year.

10. "CHILDREN" is defined to mean a Member's children by birth, legally adopted dependent children and dependent stepchildren of the Member, and children for whom the Member (or Spouse) has been appointed legal guardian by a court of competent jurisdiction, provided such children are chiefly dependent upon the Member from birth through the last day of the month in which such children attain age 26. Children born or adopted in the coverage period shall be covered, provided written notification is sent to the GME ACTION Home Office and any additional Member service fees, if due, are paid.

11. "MINOR GRANDCHILDREN AND MINOR GREAT GRANDCHILDREN" is defined to mean a Member's biological

dependent Grandchildren and biological dependent Great Grandchildren, legally adopted dependent Grandchildren and Great Grandchildren, and dependent Step-Children of the Member's own Children, provided such children are traveling with the Member. Such Grandchildren or Great Grandchildren will be provided services from birth through the last day of the month in which they attain age 18.

12. "SINGLE COVERAGE" is defined to mean coverage for an individual Member under this Agreement (the "Individual" plan).

13. "FAMILY COVERAGE" is defined to mean coverage for a Member, his/her Spouse and their Child(ren) defined in this agreement under "Children".

14. "PHYSICIAN" is defined to mean a duly licensed Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.).

15. "SUITABLE AIRPORT" is defined to mean an airport of such location, construction, and facilities to safely accommodate the landing, ground service and maintenance requirements, and take-off of the fixed-wing aircraft assigned by GME ACTION.

16. "IN-PATIENT" is defined to mean an admission into a Medical Facility for at least twenty-four (24) continuous hours. Emergency room and outpatient visits are not considered In-Patient hospitalization.

17. "CARIBBEAN" is defined as the region consisting of the Caribbean Sea and its islands (including the West Indies).

V. GENERAL PROVISIONS

1. IDENTIFICATION. GME ACTION agrees to provide the Member with an identification card bearing the assigned Member Number. Such card and other forms of identification should be carried by the Member at all times to provide proof of the right to services under this Agreement.

2. ACCESS OF SERVICES. All arrangements for transportation or services under this Agreement must be made by GME ACTION. The Member agrees to notify GME ACTION promptly of the need for Medical Evacuation and Emergency Air Transportation, specifying the nature of the Serious Injury or Illness requiring air transportation. GME ACTION will require a reasonable period of time to properly initiate the Member's medical air transportation. The Member must recognize that diligence is necessary to properly accommodate a medical emergency; therefore, GME ACTION requires notice at the earliest possible moment to obtain the GME ACTION Medical Director's assent and to allow proper time to prepare the Member's flight.

3. COVER COSTS. Costs incurred by the Member after an unanticipated emergency medical transport are billed to the Member by the emergency medical transportation provider who conducted the transport. The costs associated with the Member's transport will be submitted to GME ACTION for review and verification by the Member after all other appropriate insurance claims have been extinguished and applied to the Member's liability incurred from the medical emergency transport. GME ACTION Membership will not be considered as, used for, or applied to the Member's emergency transport cost liability as the primary obligor (or secondary, supplemental, or similar obligor) payer for emergency transport fees. GME ACTION's Membership coverage's sole purpose is to cover the Member for costs associated with emergency medical transportation outside of the Member's insurance coverage limits and will cover the Member at a reasonable and customary amount determined by GME

ACTION based on typical post-insurance collections expectations of the medical transport provider.

4. SERVICE CONTRACT. The Member shall not contract, authorize or engage any service or expense in the name of or on behalf of GME ACTION. The obligations of GME ACTION in this Agreement are limited to providing the various services described herein. GME ACTION is under no obligation to reimburse the Member should the Member independently authorize, contract, or make payment for any services that are not in conformity with the terms of this Agreement.

5. AUTHORIZATION. To facilitate the providing of services, the Member hereby authorizes any Physician, Medical Facility, medical attendant or others to furnish to GME ACTION any and all information regarding the Member's physical condition, including x-rays acquired in the course of examinations and treatment. The Member further agrees to authorize the GME ACTION medical team, or its contractor's medical team, authority to perform those procedures deemed necessary.

6. USE OF BENEFITS RETURN TRANSPORTATION. must occur within thirty (30) days after the Member has been discharged from In-Patient Medical Facility confinement 100 air miles away from their Residence. Vehicle Return or Spousal Return must occur within thirty (30) days of the Member's death or In-Patient discharge while 100 air miles away from their Residence, or the use of Medical Evacuation and Emergency Air Transportation.

7. CANCELLATION. GME ACTION memberships are sold as One-Year or Five-Year Memberships. Each Membership automatically renews at the end of its term, and the Member's provided form of payment will be charged by GME ACTION for the renewal term unless GME ACTION has received written notice of termination from the Member in such time and manner as to afford GME ACTION and its depository a reasonable opportunity to act on it. Where a Member elects the twelve-month installment option and does not cancel within the first thirty (30) days of enrollment, the Member remains responsible for the remaining installments of the membership fee for the then-current term and will be charged via the payment method provided at enrollment. The Five-Year Membership locks the Member's rate for the full five-year term and renews at the end of that term unless timely written notice of termination is provided.

8. REIMBURSEMENT. The Member may request to cancel the Membership within 30 days of enrollment with GME ACTION to receive reimbursement. Should the Member elect to cancel, a written Cancellation Notice must be provided by either certified mail with return receipt, confirmed email, or faxed notice with confirmation of delivery. Upon receipt and approval, GME ACTION will send a confirmation of the cancellation. The Member may be eligible to receive reimbursement of all paid fees within the first 30 days of the Member's coverage, less the cost of any services provided as defined in this Agreement. After the first 30 days of coverage, the Member shall not be entitled to reimbursement of membership fees for any reason, with the possible exception of the terms contained in the following paragraph. In addition, in the event of non-payment of the Membership fees or loss of eligibility, GME ACTION may terminate, cancel or not renew a Membership, including due to fraud or material misrepresentation related to claims submission or misuse of documents provided to receive services. Additionally, member and/or GME ACTION may cancel a membership at any time.

9. FIRST YEAR SERVICE. "FAMILY-FIRST SATISFACTION GUARANTEE" During the first year of GME ACTION coverage, if you or your family members have received Medical Evacuation and

Emergency Air Transportation, Emergency Helicopter Transportation, Emergency Ground Ambulance Transportation, Medical Repatriation, Paramedic Assisted Commercial Flights or Mortal Remains Transport, and if you are dissatisfied with the performance of said services to you or your family, you may request and receive full reimbursement of all fees paid to GME ACTION during the first year of service. This guarantee expires on the next day following the first year of enrollment, and the request for refund must be received prior to the expiration date by either certified mail with return receipt, confirmed email, or faxed notice with confirmation to provide proof of delivery of notice to the GME ACTION Home Office. Only Members may request a refund, and they must provide their name, date of birth, address, telephone number and GME ACTION Customer Number when requesting the refund.

VI. EXCLUSIONS

This Agreement does not provide transport for illness or injury arising out of or caused by:

- Elective or cosmetic surgery;
- Occurrences related to military personnel during active-duty hours;
- Air travel other than as a passenger in an aircraft operated by a scheduled commercial airline maintaining regular published schedules
- Treatment for mental illness or disease, or any treatment for drug or alcohol abuse
- All services under this Agreement will be provided with respect to a Serious Illness or Injury upon GME ACTION receiving a completed application for enrollment and proper fees, except for the following: candidates for an organ transplant have a one (1) year waiting period for Organ Retrieval and Organ Recipient Transportation Services. Members receiving medical care, prescription medication, or treatment, or who have developed a medical condition that is determined to be preexisting within the one-hundred-eighty (180) day period preceding the effective date of enrollment, have a ninety (90) day waiting period prior to services being rendered for that care, prescription, or treatment
- GME ACTION's obligation to provide Medical Evacuation and Emergency Air Transportation services and other benefits to the Member is subject to the limitations upon the operation of aircraft imposed by weather, regulations and restrictions imposed by the Federal Aviation Administration, and other conditions beyond the control of GME ACTION
- GME ACTION will not provide more than two (2) air medical transports, by fixed-wing aircraft or helicopter, for any individual Member during each service year. Should a Member take an Emergency Helicopter Transport to a Medical Facility and be immediately transferred from that Medical Facility to the next nearest by a fixed-wing air ambulance due to a Serious Illness or Injury that cannot be treated at the originating Medical Facility, this will be considered one emergent occurrence and count as one medical transport for that year; or
- Claims more than 180 days old will not be accepted or paid by GME ACTION, except for claims covered by this Agreement that have been submitted to the Member's primary insurance for payment; those claims, if applicable, must be submitted to

GME ACTION within 180 days of payment or denial of the claim by the Member's additional insurance coverage.

VII. LIMITATIONS ON LIABILITY

1. LIABILITY. GME ACTION shall use all reasonable diligence in selecting persons and equipment to provide the described services. If outside contractors are used to provide any services, GME ACTION shall not be liable for any negligence or tortious acts resulting from such services. GME ACTION is not liable for departures or arrivals delayed in transport when deemed unsafe by airport authorities or by the pilot due to operational conditions, Acts of God, or mechanical failure.

2. DEATH, DISABILITY, AND INJURY. GME ACTION, its officers, directors, employees, owners and assignees shall not be liable to any person for the death, disability or injury of the Member, or any other person accompanying the Member, unless such injury is caused by the sole and direct negligence of GME ACTION, its agents, servants and employees. It is understood and agreed that GME ACTION may enter into contracts with regional air ambulance carriers and that such contract carriers shall be solely responsible in the event of any injury or death to the Member which might occur during the course of transport by such contracted carrier.

3. IMPOSSIBILITY OF PERFORMANCE. GME ACTION shall not be liable for failure to perform under this Agreement if such failure is caused by Act of God, fire, flood, strike, labor dispute, riot, insurrection, war or any other cause beyond the control of GME ACTION. Nothing herein contained shall require GME ACTION to take any action contrary to law or to any order or regulation of any governmental agency or officer, or contrary to any permit or authorization granted to GME ACTION by any governmental agency.

4. ARBITRATION DISPUTE RESOLUTION. All disputes hereunder shall be resolved by arbitration in accordance with the Commercial Rules of the American Arbitration Association. It is expressly agreed that the party in whose favor final determination shall be rendered shall be entitled to recover from the other party reasonable attorney's fees in addition to any other relief which may be awarded. This Agreement shall be construed in accordance with the laws of the State of Texas. Venue of any arbitration action to enforce this Agreement shall be in Tarrant County, Texas, or at a different location in the United States subject to the mutual consent of all parties.

5. ENTIRE AGREEMENT. All provisions of this Agreement, the Member's identification card, or other agreement to provide services constitute the entire Agreement between GME ACTION and the Member. If any provision is declared null and void under the law, that provision is severable, and the remainder of this Agreement shall remain in full force and effect.

6. EFFECTIVE TERM. Member services shall become effective on the date the enrollment and service fees are received and approved at the GME ACTION Home Office.

7. LEGAL ACTION. If a dispute cannot be legally resolved by arbitration and legal action is brought by either party to this Agreement, it is expressly agreed that the party in whose favor final judgment shall be rendered shall be entitled to recover from the other party reasonable attorney's fees in addition to any other relief which may be awarded.

8. ASSIGNMENT. This Agreement cannot be assigned by the Member to any other person or entity.

9. SUBROGATION. The Member hereby assigns to GME ACTION all of his/her rights, entitlements and interests in any and all insurance policy benefits to which the Member may be entitled to receive monies for any of the same services provided herein by GME ACTION. Said assignment is irrevocable, and the Member further warrants that GME ACTION may pursue any claims for payment of any insurance benefits directly to itself from the Member's insurance carrier, or from any insurance carrier from which the Member is entitled to payment of monies for any of the same services provided herein by GME ACTION. Should the Member have other coverages that will provide payment for any services listed in this Agreement, said coverage will be considered primary and required to make the payment to the provider prior to GME ACTION's secondary position and payment responsibility.

† *Medical Evacuation and Emergency Air Transportation, Medical Repatriation, Paramedic Assisted Commercial Flights, Return Transportation, Visitor Transportation, Escort Transportation, Minor Grandchildren and Minor Great Grandchildren Return, Vehicle Return (there are limitations for Vehicle Returns to and from Canada), Mortal Remains Transport, Spouse Return, Pet Return and Travel Expense will be provided in the Basic Coverage Area (subject to local laws, plus availability). In addition, GME ACTION will return rental vehicles to the local rental agencies in the Caribbean (same island). Services are not available in Cuba, Antarctica, Iran or North Korea.*