

Effective Date: 1 July 2021

Global Evacuation & Case Management Service Terms & Conditions

These Global Evacuation & Case Management Service Terms and Conditions (“T&Cs”) govern Global Evacuation & Case Management Services and contain certain terms and conditions that supplement the MSA and, where they conflict, override the MSA.

1. **Definitions:** In addition to the definitions provided elsewhere in this Agreement, the following definitions will apply:
 - 1.1. **“24/7”** means 24 hours per day 7 days per week.
 - 1.2. **“Site”** means the Client work location as well as associated locations such as camps, offices, vessels, and rigs.
 - 1.3. **“Project”** means the Site(s) that will be covered under the Service Order Form.
 - 1.4. **“Patient”** means the ill or injured person who is seeking first aid or medical care.
 - 1.5. **“Case”** means a discrete injury or illness for which the Patient is seeking first aid or medical care and the associated interactions with RMI. A Case starts at the time of notification to RMI’s Global Coordination Center and ends when RMI’s services are deemed not necessary and closes the case.
 - 1.6. **“Medical Resource”** means a person, facility, or transporting agency (land, air, or sea) utilized for the purposes of Patient care.
 - 1.7. **“Home of Record”** The Patient’s residence as provided by the Client or as described in an official state or government listed identity document.
 - 1.8. **“Designated Representative”** An individual designated by the Client or Patient as their authorized decision maker for all matters related to this Agreement, should the Client or Patient be unable to communicate for any reason.
 - 1.9. **“Physician Consultation”** means medical or first aid assessment and care advice delivered by a qualified physician.
 - 1.10. **“Client Designated Provider”** means the person at the Client’s Site responsible for assessing or treating the Patient. This could be a 3rd party (non-RMI) medical provider, first aider, or RMI Provider.
 - 1.11. **“Case Management”** means the planning and coordination of health care services for a Patient via 3rd party Medical Resources, telephonic Physician Consultation, and onsite Provider care.

- 1.12. **“Global Coordination Center (GCC)”** means the RMI team responsible for answering all incoming Topside calls and coordinating care in conjunction with the consulting physician.
- 1.13. **“Medical Emergency Response Plan (MERP)”** means a document that outlines the medical resources and execution plan necessary for addressing a medical emergency.
- 1.14. **“Period of Performance (PoP)”** means the period of time over which the Services will be executed.
- 1.15. **“Stabilization Hospital”** means a hospital that can be used for basic treatment and lifesaving interventions but lacks the resources necessary for definitive care.
- 1.16. **“Regional Center of Excellence or Definitive Care”** means a hospital that provides all the necessary resources to provide definitive care for a Patient.
- 1.17. **“Medevac”** means medical evacuation or the transportation of an injured/ill person under the care of a healthcare provider.
- 1.18. **“Casevac”** means an extraction of a patient on a non-medical means of transportation. This could or could not include a medically trained attendant.
- 1.19. **“Primary Medevac”** means the medical evacuation from the Project Site to a Stabilization Hospital or Definitive Care.
- 1.20. **“Primary Retrieval”** means the medical evacuation or casevac from an offshore installation to an onshore handover point.
- 1.21. **“Secondary Medevac”** means the medical evacuation from a known handover point or Stabilization Hospital to a facility that can provide a higher level of care or a specialized medical facility depending on the needs of the patient.
- 1.22. **“Medical Repatriation”** means the medical evacuation from a given location to the Patient’s Home of Record.
- 1.23. **“Ambulance”** means a vehicle with a compartment specifically designed for the transport of a supine Patient while under the direct care of a healthcare provider.
- 1.24. **“Air Ambulance”** means an aircraft specifically designed for the transport of a supine Patient while under the direct care of a healthcare provider.
- 1.25. **“Medical Escort”** means transporting a Patient via a commercially available means while under the care of a healthcare provider.
- 1.26. **“Desktop Research”** means the process of conducting research from a remote location via commonly available resources such as the internet and telephone.

2. Products & Services: RMI will provide Global Medevac & Case Management services and supporting products and services to the Client. These products and services will include:

- 2.1. Medical Resource Referral.** Where a Patient requires medical care beyond that which the Onsite Medical Provider is able to provide onsite, RMI will refer the Patient to a pre-established local Medical Resource. These referrals are based upon RMI's best judgement and knowledge of the local conditions and availability of Medical Resources at the geographic location involved. If the Project has an RMI MERP, the GCC will activate the RMI MERP at this stage.
- 2.2. Outpatient Medical Case Management.** RMI will arrange and coordinate Patient care via 3rd party Medical Resources that generally includes but is not limited to arranging medical appointments, assistance with arranging transport to and from the Medical Resource, and post appointment follow-up with the Patient.
- 2.3. Inpatient Case Management.** For Patients requiring hospitalization, RMI will arrange and coordinate: admissions to the hospital, monitoring Patient condition and ongoing treatment while hospitalized, continued care, and discharge planning.
- 2.4. Evacuation Coordination.** RMI will arrange for and coordinate Medevacs. This may include: Primary Medevac, Secondary Medevac, Medical Repatriation, Ambulance, Air Ambulance, Medical Escort, chartered flights, chartered ground transport, or other means as necessary.

Note: RMI is not responsible for Primary Retrieval as defined above.

- 2.5. Transport of Mortal Remains Services.** To the extent permitted by law and upon the Client or a Patient's estate executor's request, RMI will arrange and pay for reasonable expenses related to transporting a Patient's mortal remains to the country in which the Patient's passport was issued. RMI reserves the right to determine the mode and timing of transport.
- 2.6. Expense Guarantee and Payment.** Where available, RMI will act on behalf of the Patient or the Client to provide a guarantee of payment to 3rd party Medical Resources. RMI will ensure that all 3rd Party Medical Resources are paid in a timely fashion for continued Patient Care, and when possible, RMI will enter into direct billing agreements with 3rd party Medical Resources.
- 2.7. Emergency Message Transmission.** When requested, RMI will make a reasonable effort to receive and transmit emergency messages between Patients, their family, friends, and the Client.
- 2.8. Language Translation.** When required for Cases, RMI will provide telephonic language interpretation services. Interpretation services are available in over 200 languages and will be provided by interpreters in accordance with all applicable laws and regulations. RMI is also able to translate documents and medical reports where necessary.

3. Limitations:

- 3.1. Global Medevac & Case Management services must be purchased in conjunction with an active Global Topside Membership.
- 3.2. Preferred Medevac resources may not be available for immediate response at the time of an incident. RMI will make a reasonable effort to identify the best alternative Medevac Resources.
- 3.3. RMI does not guarantee the quality of the referred Medical Resource, nor will RMI be liable for any consequences arising out of or caused by the services provided by the 3rd party Medical Resource. RMI will use best industry practices to provide appropriate options to the Client. However, real-time information at the location may differ from RMI's most recent information. Therefore, the final selection of Medical Resources will be the responsibility of the Client.
- 3.4. RMI will make every reasonable effort to guarantee payment on behalf of the Patient and the Client. In the unlikely event where the local health provider does not accept RMI or RMI's 3rd party providers payment guarantee, the Client or Patient may be required to provide a payment to the local health provider prior to medical service.
- 3.5. RMI discloses only the minimum necessary protected health information of Patients, as defined in relevant data privacy regulations.

4. Client Obligations: The Client is responsible for paying for or providing:

- 4.1. The Client will be responsible for ensuring adequate communication tools are available for onsite Providers to successfully communicate with RMI. This generally includes phone and internet access.
- 4.2. The Client will be responsible for notifying RMI of all new or upcoming projects that will be covered under the Service Order Form. At a minimum the notification should include the following Project information: location, point of contact, and expected start and end dates.
- 4.3. The Client is responsible for all claims management with its insurance carrier.
- 4.4. The Client will be responsible for ensuring the Provider has access to medical equipment & supplies that are appropriate for their Scope of Practice and necessary for onsite Patient care.

5. Billing: The following billing terms will apply. All Pricing will be in the Service Order Form.

- 5.1. **3rd Party Medical Resources.** Coordination of 3rd party Medical Resources, evacuation assets, and all guarantees of payment for all clinical services will be billed to the Client following utilization on a cost-plus basis.
- 5.2. **Clinic Visit/Outpatient Case Fee.** The Client will be billed a flat rate coordination fee per RMI coordinated outpatient appointment.

- 5.3. Medevac Coordination Fee.** The Client will be billed a flat rate Case coordination fee for the first 4 hours of Medevac Case coordination. Following the first 4 hours, the Client will be billed an hourly rate for any further coordination.
- 5.4. Inpatient Case Management Fee.** The Client will be billed a flat rate Case coordination fee for the first 4 hours of Inpatient/hospital admissions case coordination. Following the first 4 hours, the Client will be billed an hourly rate for any further coordination.