

Effective Date: 1 July 2021

Global Topside Service Terms & Conditions

These Global Topside Service Terms and Conditions (“T&Cs”) govern Global Topside 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 and offices.
 - 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 at the Client’s work Site 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.
 - 1.6. “Physician Consultation”** means medical or first aid assessment and care advice delivered by a qualified physician.
 - 1.7. “Topside”** means the Physician Consultation service and further defined products and services.
 - 1.8. “Provider”** means the person at the Client’s Site responsible for assessing or treating the Patient.
 - 1.9. “Global Coordination Center (GCC)”** means the RMI team responsible for answering all incoming Topside calls and coordinating care in conjunction with the consulting physician.
 - 1.10. “Medical Resource”** means a person, facility, or transporting agency utilized for the purposes of Patient care.
 - 1.11. “Medical Emergency Response Plan (MERP)”** means a document that outlines the medical resources and execution plan necessary for addressing a medical emergency.



- 1.12. “Scope of Practice”** means the procedures, actions, and processes that the Provider is permitted to undertake in accordance with their professional license and industry best practices in a given jurisdiction.
- 1.13. “Period of Performance (PoP)”** means the period of time of time over which the Services will be executed.
- 2. Products & Services:** RMI will provide Global Topside services and supporting products and services to the Client. These products and services will include:
- 2.1. Imminent Life-Threat Protocols.** The GCC will perform initial triage of all incoming calls, and when necessary assist the Provider with over the phone instructions on how to treat immediate life threats including: anaphylactic reactions, cardiac arrest, uncontrolled bleeding, and choking or obstructed airway.
- 2.2. Physician Consultation.** RMI will provide 24/7 telephonic access to the Physician Consultation advice line. This service may include but is not limited to: Patient triage and assessment, diagnostic instructions, treatment instructions and follow-up care instructions. This service is delivered by licensed emergency physicians or other specialties as situationally appropriate.
- 2.3. Specialist Physician Consultation.** In which case where the Patient’s condition extends beyond the knowledge and scope of an emergency physician. If appropriate, RMI will consult with our contracted physician group for remote consultation.
- 2.4. Medical Resource Referral.** Where a Patient requires medical care beyond that which the onsite Provider is able to provide onsite, RMI will refer the Patient to an external Medical Resource.
- 2.5. Language Translation.** When required for Topside Cases, RMI will provide telephonic and written 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.
- 2.6. Reporting.** RMI will provide a written report of each Case upon request and upon Case closure. When required, RMI will assist the Client with the provision of medical documentation necessary for insurance billing purposes.
- 3. Limitations:**
- 3.1.** Telephonic Physician Consultation is limited by the onsite Provider’s Scope of Practice, the available medical equipment & supplies, and limitations caused by telephonic communication. As a result, RMI consulting physicians will err on the side of caution when offering advice to ensure all Patients receive appropriate medical attention.
- 3.2.** The Client understands that the RMI consulting physician is providing only advice, recommendations or training of common medical practices and procedures. All decisions regarding the safety of the Patient, the disposition of ill or injured Patients and



any persons under the supervision or care of Client are the responsibility of the designated Client representative.

- 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. Unless otherwise agreed upon in writing, RMI is not responsible for securing admissions, guaranteeing quality, coordinating, or rendering payment to any 3rd party Medical Resources utilized for administering additional Patient care beyond that which the onsite Provider is able to provide.
- 3.5. Global Topside services are limited to outside of the U.S. only.
- 3.6. 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, primary retrieval plan (if applicable) and expected start and end dates.
- 4.3. The Client will be responsible for providing an annual summary of the total number of employees per Site across all covered Sites for the previous year.
- 4.4. Unless the Client has an additional Global Medevac & Case Management agreement with RMI, the Client will be responsible for coordinating and paying for all medical evacuations, hospital visits, and clinic visits.
- 4.5. Although RMI may assist the Client with medical documentation, the Client is solely responsible for all claims management with their insurance carrier.
- 4.6. 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.
- 4.7. The Client will be responsible for obtaining all necessary and appropriate authorizations or consents to release medical records or reports. The Client will further be responsible for obtaining authorization and consent from those covered by this Agreement for



provision of medical advice, case management services, repatriation services, and additional services provided to the Client pursuant to this Agreement. The Client is responsible for ensuring that all people designated by the Client to be notified of medical cases have proper authority and permission to receive such information. The information may contain medically privileged information covered by data privacy regulations.

5. Billing:

- 5.1. Monthly Subscription Fee.** All initial and renewal monthly subscription fees are due and payable on or before the commencement date or renewal date. RMI will have no obligation to render services unless and until subscription fees have been paid in full. Client will be invoiced subscription fees on a monthly basis, unless otherwise specified in the Service Order Form. Subscription Fees are not refundable, including in the event of termination.
- 5.2. Medevac & Case Management.** Where the Client requests RMI perform medical evacuation or case management coordination services and the client is not enrolled in RMI's Global Medevac & Case Management service, RMI will bill the Client at a rate of cost plus 40% for all medevac and case management related services.
- 5.3. Specialist Consultation.** When utilized, specialist consultation will be billed to the Client following the consultation. The bill will be based upon the cost plus 15%.
- 5.4. Non-Contingency.** The Client's obligation to pay subscription fees and reimbursements will not be contingent on the outcome of any insurance or third-party claim.
- 5.5. Language Interpretation Services.** Language interpretation service costs will vary based on the language and extent of services required. The Client will be billed on a cost-plus 15% basis for all language interpretation services.