

Vendor Services Agreement

This Vendor Services Agreement (“Agreement”) is entered into and is effective this _____ day of _____, 2020 (“Effective Date”) by and between Remote Medicine, Inc., dba Remote Medical International (“RMI”), located at 4259 23rd Avenue W, Suite 200, Seattle, WA 98199 and the following “Vendor.” RMI and Vendor hereinafter are referred to individually as a “Party” or collectively as the “Parties.” Any capitalized terms are afforded the meaning of their definitions within this Agreement including any accompanying Schedules.

Vendor	
Name:	
State and Form of Organization:	
Address:	

1. Recitals

WHEREAS, RMI is predominantly engaged in the business providing medical staffing within the heavy construction, industrial, oil and gas, defense, and maritime industries with teams and clients operating in remote and austere environments;

WHEREAS, RMI regularly and customarily enters into contracts with independent contractors engaged in the business of providing medical services in connection with RMI fulfilling the needs of its clients;

WHEREAS, Vendor engages in the business of providing medical services and is ready, willing, and able to provide such Services immediately to RMI whenever requested in order to provide rapid and continuous medical assessment, medical emergency response, and other assistance to RMI and its clients;

WHEREAS, Vendor desires to perform Services for RMI from time to time, on an as-needed basis, as an independent contractor.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto mutually agree as follows.

2. Purpose

This Agreement sets out the terms under which Vendor and RMI shall co-operate for the purpose of the provision of Services to and for the benefit of RMI and its clients and as more particularly described in any Schedules to this Agreement. RMI and Vendor have entered into this Agreement to enable RMI to engage Vendor to perform Services. In this Agreement, RMI and Vendor agree in advance to certain terms and conditions that will be applicable to any Request for Services, if and when RMI engages Vendor. This Agreement does not guarantee that either

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Vendor or RMI will engage Vendor with any Request for Services. However, when and if RMI engages Vendor with a Request for Services, the terms and conditions expressed in this Agreement will govern the provision of Services arising out of the Request for Services.

3. Term

This Agreement will commence on the Execution Date and will be in full force and effect until terminated in accordance with Section 9 of Schedule “A” of the Agreement.

4. Schedules

The following schedules are attached hereto and incorporated into the Agreement. For clarity, any reference to the Agreement also specifically incorporates all of the following schedules.

- (1) Schedule “A”—General Terms and Conditions;
- (2) Schedule “B”—Request for Services Information;
- (3) Schedule “C”—Scope of Work;
- (4) Schedule “D”—Invoice and Payments;
- (5) Schedule “F”—Vendor Code of Conduct with Compliance Declaration; and
- (6) Schedule “G”—Special Provisions (if necessary).

IN TESTIMONY WHEREOF, RMI and Vendor agree and acknowledge that they have read and understood this Agreement and that this Agreement, which may be executed in counterparts, each of which shall be considered an original hereof, has been executed on the date first written above.

RMI	Vendor
Remote Medicine, Inc., dba Remote Medical International	[INPUT VENDOR]
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

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Schedule “A”
General Terms and Conditions

1. **Definitions:** In addition to the definitions provided elsewhere in this Agreement, the following definitions will apply:
 - 1.1. **“24/7”** means continuous around-the-clock, seven-days-a-week, and year-around without exception for weekends, holidays, or any other events.
 - 1.2. **“Affiliate”** means any Person that controls, is controlled by, or is under common control with, another Person. A Person is deemed to “control” another Person if it possesses, directly or indirectly, the power to direct or cause the direction of management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. Affiliate also makes references to the respective owners, partners, directors, officers, employees, agents, consultants, and representatives of any Person, and any subcontractor who performs any part of this Agreement.
 - 1.3. **“Anti-Corruption Laws”** means the United States Foreign Corrupt Practices Act (as amended from time to time), the United Kingdom Bribery Act 2010 (as amended from time to time), and any other applicable anti-bribery Law.
 - 1.4. **“Anti-Terrorism Laws”** means Laws prohibiting the engagement of, or becoming involved in, supporting financially, or otherwise sponsoring, facilitating, or giving aid or comfort to any terrorist person, activity or organization.
 - 1.5. **“Call-Out Availability”** means the required continuous availability of Vendor to be engaged by RMI for Requests for Services as required by Section 2.2 “Timing of Services” on a case-by-case basis by telephone, fax, e-mail, or by any other means of communication specified within Schedule “B”.
 - 1.6. **“Change of Control Event”** means (a) the legally concluded acquisition of Vendor by any individual, entity or group of beneficial ownership of at least fifty-one percent (51%) or more interest in Vendor; or (b) a legally consummated reorganization, merger, or consolidation or sale, lease, exchange or other disposition or transfer of all or substantially all of the assets of Vendor to any individual, entity or group.
 - 1.7. **“Claims”** means all causes of action, claims, damages, judgments, settlements, awards, interest, penalties, fines, liens, demands, liabilities, costs, losses and expenses of whatever kind, including all professional fees and other expenses of litigation, court costs and reasonable attorney fees.
 - 1.8. **“Government Official”** means: (a) any appointed, elected, customary, tribal, or honorary official of, or any officer or employee of, (i) any government, government ministry or department, or any agency or instrumentality thereof, (ii) any company or

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corporation that is owned or controlled by a government (such as a national oil company), or (iii) any public international organization or any person acting in an official capacity for or on behalf of any such entity or organization; or (b) a Political Official (as defined below).

- 1.9. **“Intellectual Property”** means any intellectual property, including trademarks, trade dress, trade secrets, unregistered copyrights, registered copyrights, patentable inventions, and patents, eligible for protection under Law, including but not limited to the Trademark Act of 1946, as superseded or amended, the Copyright Act of 1976, as superseded or amended, and the Patent Act, as superseded or amended.
- 1.10. **“Law”** means any and all laws, regulations, rules, ordinances, codes, orders and decrees of any local, state, or federal governmental authority affecting this Agreement or the Services. This specifically includes but is not limited to all laws affecting the jurisdiction in which any Services are being performed by Vendor.
- 1.11. **“Money Laundering Laws”** means Law relating to the receipt, transfer, transportation, use, structuring, diverting, or hiding of the proceeds of any criminal activity whatsoever.
- 1.12. **“Person”** means natural persons, corporations, limited partnerships, limited liability companies, general partnerships, joint stock companies, joint ventures, associations, companies, trusts, trust companies, business trusts or other entities or organizations, whether or not legal entities, and all governmental authorities.
- 1.13. **“Political Official”** means any (i) political party, (ii) official of any political party, or (iii) candidate for political office.
- 1.14. **“Request for Services”** means the engagement by RMI of Vendor for the possible provision of Services by Vendor, to the benefit of RMI and its clients, pursuant to this Agreement.
- 1.15. **“Services”** means the services, goods or both to be provided by Vendor pursuant to this Agreement.

2. **Services**

- 2.1. **Scope of Work:** Vendor will provide the Services described in Schedule “C” – Scope of Work – in conformance with the requirements of this Agreement and applicable Law.
- 2.2. **Timing of Services.** Vendors shall be available and able to respond 24/7 (as defined) to Requests for Services without exception.

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- 2.3. Vendor Call-Out Availability. Vendor shall have and maintain such technical support and other equipment as may be required to ensure it can be contacted at all times. Vendor shall maintain a dedicated 24/7 emergency telephone line, fax line, e-mail address, or contact for any other means of communication specified by Vendor within Schedule “B”, which RMI shall contact for its Requests for Services. Vendor shall inform RMI immediately in the event any means of communication specified by Vendor within Schedule “B” is unavailable for any reason. Vendor shall inform RMI immediately of any change within its organization including contact information that could affect performance of the Services and Vendor’s Call-Out Availability. In particular, Vendor shall inform RMI as soon as reasonably practicable, but in any event within 48 hours, of any event that might jeopardize or affect its ability to meet its obligations under the terms of this Agreement.
- 2.4. Operational Procedures for Requests for Services
- 2.4.1. Request for Services. Upon the need for Services, RMI will contact Vendor at the means of communication specified within Schedule “B” (“Request for Services”). RMI will provide Vendor with the information requested by Vendor that can be reasonably obtained by RMI as further specified within Schedule “C”.
- 2.4.2. Vendor Acknowledgment. In the case of Medical Assistance Services (MAS), Air Ambulance Services (AAS), Ground Ambulance Services (GAS), Mortal Remains Transport Services (MRTS), or Medical Facility Services (MFS) the Vendor shall, by the means specified within Schedule “B”, within 30 minutes of receiving a Request for Services, inform RMI of Vendor’s willingness and ability to provide the requested Services (“Vendor Acknowledgement”). For clarity, Vendor is similarly obligated to immediately acknowledge, but in no circumstance later than 30 minutes after receiving the Request for Services, Vendor’s unwillingness or inability to provide the requested Services.
- 2.4.3. Vendor Quote. If Vendor is able to provide the requested Services, Vendor shall send RMI, by the means specified within Schedule “B”, a quotation for the Services (“Vendor Quote”).
- 2.4.4. RMI’s Acceptance. After receiving Vendor Quote, RMI will approve or decline the Services, by the means specified within Schedule “B”, and, if approved (“RMI’s Acceptance”), Vendor immediately becomes obligated to perform in accordance with this Agreement.
- 2.5. General Requirement of the Services. In the execution of the Services, Vendor shall comply with the requirements of this Agreement and applicable Law. Furthermore, Vendor shall:
- a) perform the Services in accordance with best industry practices and standards;
 - b) perform the Services in a good and workmanlike manner;

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- c) perform the Services as quickly as possible and in strict adherence to the schedules, deadlines, and timeframes set forth in this Agreement;
- d) perform the Services in a safe and environmentally sound manner; and
- e) perform the Services in good faith and in the best interests of RMI and its clients.

2.6. Vendor Representations & Warranties. Vendor represents and warrants to RMI that it:

- a) has the experience, resources, equipment, personnel, procedures, financial wherewithal, medical expertise, and capability to perform the Services;
- b) is duly incorporated and validly existing under the laws of the jurisdiction or jurisdictions of its incorporation, and is registered to carry on business in the jurisdictions in which the Services are being performed;
- c) has all of the permits, licenses, and authorizations necessary to carry on its business and perform the Services, and that its personnel have all of the permits, licenses, and authorizations necessary to perform the Services;
- d) will furnish only competent and skilled workers to perform the Services, and will assure that its subcontractors and agents likewise furnish only competent and skilled workers to perform the Services;
- e) is able to provide continuous Call-Out Availability and to respond at all times to Requests for Service as quickly as possible and in strict adherence to the schedules, deadlines, and timeframes set forth in this Agreement; and
- f) has the power and authority to enter into this Agreement.

2.7. Subcontracts. Vendor will not subcontract the performance of the Services without the prior written consent of RMI; provided that RMI may assign this Agreement to any of its Affiliates or successors in interest without prior written consent by Vendor.

2.8. Subcontractors. Vendor shall identify all subcontractors prior to the commencement of the Services. RMI shall have the right to veto any subcontractor proposed to be used by Vendor and to require Vendor to use a subcontractor approved by RMI. Vendor shall be fully responsible for the acts and omissions of its subcontractors, suppliers and other vendors, and of persons either directly or indirectly employed by or otherwise providing services for the Vendor. Vendor shall supervise all Services by its agents and subcontractors, and ensure that goods, services, capabilities, personnel, or other things provided by its agents and subcontractors meet or exceed the requirements of Vendor under this Agreement. Vendor shall ensure that Subcontractors are contracted by written agreements that reflect and preserve the terms of this Agreement. Subcontractor shall be fully responsible for the acts and omissions of its employees, suppliers and other vendors, and of persons either directly or indirectly employed by or otherwise providing services for the Subcontractor. Subcontractor shall supervise all Services by its agents and subcontractors, and ensure that goods, services, capabilities, personnel, or other things provided by its agents and subcontractors meet or exceed the requirements of this Agreement.

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- 2.9. Change of Control Event. Vendor must provide RMI written notice within five (5) business days of a Change of Control Event. RMI shall have the right to opt out of the Agreement in the event of a Change of Control Event, and by doing so, the Agreement is terminated and RMI is released from any payment obligations to Vendor and all subcontractors that accrued on and/or after the date of the Change of Control Event.

3. Compensation.

- 3.1. Guarantee of Payment. Vendor shall acknowledge RMI's Guarantee of Payment (GOP) for the Services and otherwise comply with invoice guidelines as provided in Schedule "C." In the case of MAS, AAS, GAS, MRTS, or MFS the GOP shall be utilized to warranty payment for any Services Vendor performs at the request of RMI. In the case of Medical Staffing Services (MSS), Topside Assistance Services (TAS) or Equipment & Supply Services (ESS) the individually accepted Vendor Quote for ad-hoc services will dictate payment terms per project or service required. The supplied GOP will not cover MSS, TAS or ESS services.
- 3.2. Invoicing and Payment. Vendor shall submit an invoice to RMI within seven (7) days of completion of Services. Invoices shall be submitted in accordance with the means specified in Schedule "D". Invoices shall be based on the particular Vendor Quote, as accepted by RMI, for the Services performed. Payment is expected to be made by RMI and such payment will be warrantied by the GOP until payment is made within 45 days after RMI receives invoice from Vendor.
- 3.3. Amount of Payment. Vendor shall comply with the Vendor Quote, as the amount of compensation payable to Vendor shall be calculated using the Vendor Quote. Any expenses incurred that are higher than the estimates and which have not been accepted by RMI will be paid if such expenses are duly justified for medical or safety reasons not attributable to Vendor. Any unscheduled outlay required by an unexpected development occurring during the performance of the Services must be indicated in writing to RMI for approval, except where the timing of any such approval might jeopardize the health and wellbeing of a patient. All payments under this Agreement shall be in currency of the United States of America. If RMI disputes and does not approve an item billed, RMI shall notify Vendor of the item or portion of an item disputed and may withhold payment for the disputed item until settlement of the dispute or set-off the disputed amount from any payment otherwise payable to Vendor. Vendor's right to withhold such payment shall be in addition to and not in any way in lieu of any other right of RMI herein. Payment of any invoice shall not prejudice the right of RMI to question the propriety of any charges therein. All payments shall be on account only and are subject to adjustment after audit.
- 3.4. Taxes. As to payment of the compensation called for in this Agreement and as specified within Schedule "D" of this Agreement, Vendor is responsible for collecting and remitting the amount of any taxes levied or assessed by any local, state, or federal body against Vendor, any subcontractor, or RMI (except RMI income taxes and sales taxes

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on RMI-furnished items) in connection with or incident to the performance of this Agreement and any Request for Services, and Vendor shall remit such tax to the proper taxing authority(ies) with the money so collected. Any tax that must be paid or withheld by Vendor shall be itemized in Vendor's invoices. Any tax that must be paid or withheld by Vendor shall be documented in Vendor's books and records. Vendor is responsible for obtaining all necessary tax licenses, and Vendor agrees to furnish to RMI copies of such licenses on request.

Vendor agrees to reimburse RMI on demand for all taxes and governmental charges, local, state, or federal that RMI may be required or deemed necessary to pay for the account of Vendor or Vendor's employees or subcontractors or otherwise due to Vendor's failure to withhold or pay any applicable taxes in accordance with this Agreement. Vendor further agrees to furnish RMI with all receipts, information or statements or supporting documentation required to enable it to make any necessary reports to government entities and to pay such taxes and charges, and, at its election, RMI is authorized to deduct all sums to be paid for taxes and governmental charges from such amounts as may be or become due and owing to Vendor hereunder.

3.5. Setoff. RMI shall have the right to set-off against amounts payable by RMI to Vendor: (a) any amount previously paid by RMI to Vendor, which is determined to be an undisputed overpayment by RMI to Vendor; (b) any fine or penalty imposed by any governmental authority which is due to Vendor's failure to comply with its obligations pursuant the Agreement, its negligence or willful misconduct, and which is paid by RMI; and (c) all costs (including, without limitation, attorneys' fees) incurred by RMI to discharge liens pursuant to this Agreement.

4. **Independent Contractor Status**. In performing the Services under this Agreement Vendor is acting as an independent contractor, and each of the Parties respective employees at all times during the Term shall be in the employment of and under the supervision and responsibility of such Party, and no person employed by a Party either directly or indirectly shall be deemed by virtue of this Agreement to be the servant, agent or employee of the other Party for any purpose whatsoever. Neither this Agreement nor the provision of the Services hereunder shall be deemed to create a partnership or joint venture of any kind.

5. **Compliance**.

5.1. Compliance Generally with Law. Vendor shall comply and require its suppliers and subcontractors to comply with all Law. Vendor represents and warrants that it is and will remain in full compliance with all immigration Law and will only utilize and provide Services with Vendor personnel whose employment eligibility has been verified. Vendor will include this requirement in its agreements with any subcontractors providing Services hereunder.

5.2. Compliance with Health Privacy and Data Privacy Law. The Parties recognize the obligation to comply with any applicable regulations pertaining to the handling of medical

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records or reports and protected health information (“PHI”) and personal data (collectively “Private Information”). When required, Vendor will be responsible for obtaining all necessary and appropriate authorizations or consents to release medical records or reports and PHI. The Parties will process all Private Information in accordance with applicable laws – by example, Health Insurance Portability and Accountability Act of 1996 or General Data Protection Regulation – including, but not limited to, restricting employee and agent or subcontractor access to Private Information, following a Party’s instructions in connection with processing Private Information, not disclosing Private Information to any third party without a patient’s written permission, applying appropriate security measures to protect Private Information, and deleting any Private Information in its possession or control at the termination of this Agreement. In the event of any unauthorized, unlawful, or unintended processing, access, disclosure, exposure, alteration, loss, or destruction of Private Information, a Party will immediately notify the other Party and cooperate with their reasonable requests to investigate and remediate such incident and provide appropriate response and redress. Vendor shall be fully compliant with the applicable regulations of its jurisdiction pertaining to the handling of Private Information.

5.3. Compliance with Anti-Bribery, Money Laundering and Anti-Terrorism Law.

- 5.3.1. Representation. Each Party represents, warrants, covenants, and agrees that it and its Affiliates shall at all times comply with the Anti-Corruption Laws, the Money Laundering Laws and the Anti-Terrorism Laws, as well as all other applicable Law. Each Party hereby represents, warrants, covenants and agrees that it is familiar with the Anti-Corruption Laws, the Money Laundering Laws and the Anti-Terrorism Laws.
- 5.3.2. Government Officials. Vendor represents, warrants, covenants and agrees that neither Vendor nor any of Vendor’s Affiliates will offer, give or pay or promise to give or pay any person in RMI’s services, any client of RMI, any Government Official (or any person that may be viewed as an agent, relative, or close connection with any Government Official) or any family member of any of the foregoing persons, any gift, payment or other thing of value of any kind whatsoever (i) for the purpose of influencing, directly or indirectly, any Government Official’s acts or decisions or to induce any Government Official to use his/her influence to affect the official decision or actions of others in order to obtain, retain or direct business or to obtain any other improper advantage for Vendor, any of Vendor’s Affiliates, RMI or any of RMI’s Affiliates, or (ii) in furtherance of any act prohibited by the Anti-Corruption Laws, the Money Laundering Laws, the Anti-Terrorism Laws, or any other applicable Law. To the extent Vendor and Vendor’s Affiliates have any doubts as to whether this section applies to a particular person and/or situation, Vendor and Vendor’s Affiliates have the obligation to seek clarification from and approval by RMI prior to taking any actions that may be governed by this section.
- 5.3.3. Political Officials. With respect to contributions to Political Officials, Vendor represents, warrants, covenants and agrees that neither Vendor nor any of Vendor’s

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Affiliates will make any contributions that (i) are prohibited under any applicable Law, or (ii) are offers, payments, promises to pay or give, or authorizations for the payment or giving of any money, gift or other thing of value of any kind whatsoever to a Political Official (or any person that may be viewed as an agent, relative, or close connection with any Political Official) in furtherance of any act prohibited by the Anti-Corruption Laws, the Money Laundering Laws, the Anti-Terrorism Laws, or any other applicable Law. To the extent Vendor and Vendor's Affiliates have any doubts as to whether this section applies to a particular person and/or situation, Vendor and Vendor's Affiliates have the obligation to seek clarification from and approval by RMI prior to taking any actions that may be governed by this section.

- 5.3.4. Vendor Ownership. Vendor hereby presents and warrants to RMI that no Government Official holds, directly or indirectly, any ownership interest in Vendor or any of Vendor's Affiliates or in the contractual relationship established by this Agreement.
- 5.3.5. Change in Ownership. Vendor represents, warrants, covenants and agrees that, in the event that during the term of the Agreement any Government Official acquires an interest of any kind whatsoever, direct or indirect, in Vendor or any of Vendor's Affiliates or in this Agreement, Vendor will make immediate, complete and accurate written disclosure to RMI thereof, and that following such disclosure, this Agreement shall immediately become terminable by RMI upon written notice to Vendor.
- 5.3.6. No Cash Payments. Vendor acknowledges that all payments to Vendor or Vendor's Affiliates under this Agreement shall be made only by check or wire transfer, and that none shall be made by cash or other negotiable instruments.
- 5.3.7. Records. For a period of four years from the termination of this Agreement, Vendor shall keep proper books, records and accounts of operations hereunder (and those of its Affiliates), except to the extent required to be destroyed after ceasing Services as otherwise noted within this Agreement.
- 5.3.8. Audit. Vendor covenants and agrees that its books and records (and those of its Affiliates) shall be subject to audit or other review at reasonable times as RMI or RMI's Affiliates shall consider necessary to ensure compliance with Anti-Corruption Laws, the Money Laundering Laws, the Anti-Terrorism Laws, or any other applicable Law. RMI's auditors shall have full and unrestricted access to all of Vendor's and Vendor's Affiliates' books and records with respect to:
- a) compliance with the provisions of the Agreement;
 - b) the origin and legitimacy of any funds or disbursements paid on behalf of RMI or to RMI (including its employees) or otherwise in connection with this Agreement or any Services or transactions performed or completed hereunder;
 - c) all Services provided to RMI, RMI's Affiliates, or RMI's clients; and

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d) all funds received from RMI in connection with the Agreement.

Any refusal or non-cooperation by Vendor in the conduct of any such audit or other review shall be cause for immediate termination of this Agreement by RMI if this Agreement is then still in effect, and in event of such termination, Vendor shall receive no further compensation from RMI after such termination unless and until Vendor has fully cooperated with such audit or other review. In the event of any refusal or non-cooperation by Vendor in the conduct of such audit or other review after this Agreement has expired or been terminated, RMI shall thereafter have no further obligation to pay, and Vendor shall thereafter have no right or entitlement to receive any further compensation from RMI after such refusal or non-cooperation, unless and until Vendor has fully cooperated with such audit or review.

- 5.3.9. Authorizations. Vendor agrees to comply with all applicable Law and shall be responsible for obtaining any and all authorizations from any applicable governmental authority that may be required for Vendor or any of Vendor's Affiliates to perform the Services hereunder.
- 5.3.10. Duty to Report. Vendor agrees that should it learn or have reason to know of (i) any payment, offer, or agreement to make a payment to a Government Official, or (ii) any other development during the term of this Agreement that in any way makes inaccurate or incomplete the representations, warranties and certifications of Vendor or any of Vendor's Affiliates given hereunder relating to Anti-Corruption Laws, the Money Laundering Laws, the Anti-Terrorism Laws, or any other applicable Law, Vendor will immediately advise RMI in writing of such knowledge and suspicion.
- 5.3.11. Right of Investigation. If RMI has a reasonable basis to believe that Vendor or any of Vendor's Affiliates has taken or failed to take any action that may subject RMI or any of RMI's Affiliates to liability under Anti-Corruption Laws, the Money Laundering Laws, the Anti-Terrorism Laws, or any other applicable Law, Vendor agrees that RMI shall have the right (but not the obligation) upon written notice to Vendor, to conduct an internal investigation and audit of Vendor and Vendor's Affiliates to determine to RMI's reasonable satisfaction whether any actions or failures to act on by Vendor or Vendor's Affiliates may subject RMI or RMI's Affiliates to such liability. Vendor covenants and agrees to, and to cause Vendor's Affiliates to, cooperate fully with such investigation.
- 5.3.12. Breach. In the event Vendor or Vendor's Affiliates breach this Article, then Vendor forfeits, waives and agrees to forever forego any rights to compensation of any kind whatsoever under this Agreement.
- 5.3.13. Early Termination, Indemnity. RMI may terminate this Agreement in the event that RMI determines, in its sole discretion exercised in good faith, that Vendor or

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any of Vendor's Affiliates has breached any of the representations, warranties, covenants or agreements set out in this article or the next article (Code of Conduct). Vendor shall indemnify and hold RMI, RMI's Affiliates, and RMI's clients, and each of their respective directors, officers, employees and representatives harmless from and against any claims, costs, liabilities, obligations or damages any of them may incur as a result of any such breach.

5.3.14. Material Provision. Vendor and RMI agree that Article 5.3 and Article 5.4 are material provisions of this Agreement without which RMI would not have entered into this Agreement.

5.3.15. Survival. The provision of Article 5.3 and Article 5.4 shall survive termination, expiration or cancellation of this Agreement without limitations.

5.4. Code of Conduct. Vendor hereby represents, warrants, covenants and agrees that it has reviewed and understands RMI's current Vendor Code of Conduct, a copy of which is attached to the Agreement as Schedule F (such Vendor Code of Conduct, and any subsequent amendments, versions or replacements thereof of which Vendor is provided a copy, "Vendor Code of Conduct"), and Vendor and each of Vendor's Affiliates will, at times while this Agreement remains in effect, comply with RMI's Code of Conduct when performing any Services for RMI, RMI's Affiliates, and RMI's clients or otherwise performing any Vendor's duties or obligations under this Agreement.

6. Liability.

6.1. **MUTUAL INDEMNIFICATION.** EACH PARTY AGREES TO INDEMNIFY AND DEFEND AND HOLD HARMLESS THE OTHER PARTY FROM AND AGAINST ALL CLAIMS (AS DEFINED HEREIN) ARISING OUT OF, RESULTING FROM, RELATED TO OR IN CONNECTION WITH THE SERVICES OR ANY BREACH OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATIONS ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH, OR AS AN INCIDENT TO, ANY NEGLIGENCE, WILLFUL MISCONDUCT, CRIMINAL ACTS, CRIMINAL FINES, OR CRIMINAL PENALTIES OF THE PARTY, ITS EMPLOYEES, SUBCONTRACTORS AGENTS AND OTHER REPRESENTATIVES.

6.2. **INDEMNIFICATION FOR SERVICES PERFORMED.** VENDOR AGREES TO INDEMNIFY, AND DEFEND AND HOLD HARMLESS RMI AND ANY OF RMI'S CLIENTS FOR WHOM RMI AND VENDOR ARE PERFORMING SERVICES FROM AND AGAINST ALL CLAIMS (AS DEFINED HEREIN) ARISING OUT OF, RESULTING FROM, RELATED TO OR IN CONNECTION WITH VENDOR'S FAILURE TO PERFORM THE SERVICES IN ACCORDANCE WITH THIS AGREEMENT IN FAVOR OF RMI AND RMI'S CLIENTS FOR WHOM RMI AND/OR VENDOR ARE PERFORMING SERVICES ON ACCOUNT OF ILLNESS, INJURY, OR DEATH. THIS

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PROVISION SHALL SURVIVE TERMINATION OR OTHER EXPIRATION OF THE AGREEMENT.

6.3. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, RMI'S LIABILITY TO VENDOR WILL NOT EXCEED THE AMOUNT ACCOUNTED FOR WITHIN THE VENDOR QUOTE OR THAT WOULD OTHERWISE BE PAYABLE TO VENDOR IN THE EVENT OF TERMINATION, AND, FOR CLARITY, RMI'S LIABILITY ONLY EXISTS AS TO THE DEFINED "RMI" ENTITY SIGNING AS A SIGNATOR TO THE AGREEMENT. RMI WILL NOT BE LIABLE UNDER THIS AGREEMENT OR UNDER ANY CAUSE OF ACTION RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT FOR PUNITIVE, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES RELATED IN ANY WAY TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, ANTICIPATED PROFITS, REVENUE, OPPORTUNITY, FINANCING, LOSS OF GOODWILL, OR BUSINESS INTERRUPTIONS, HOWSOEVER THEY MAY BE CAUSED.

7. **Liens:** So long as Vendor is paid in compliance with this Agreement, Vendor will: (a) not file any liens, claims or encumbrances against RMI, its property or other property; (b) shall pay as and when due all obligations incurred in the performance of the Services to Vendor's suppliers and subcontractors; and (c) upon notice from RMI that any lien, claim or encumbrance has been filed by or on behalf of Vendor against RMI or its property or any other property, cause the same to be removed promptly, and in no event later than thirty (30) days following such notice. Should Vendor breach this section, RMI may withhold any payments as due to Vendor in order to satisfy and cause the release of any such lien or encumbrance.
8. **Insurance.** Vendor shall maintain adequate insurance for itself, its equipment, and all its employees and contractors utilized for the provision of Services under this Agreement, including aircraft, malpractice, and professional indemnity insurance, in addition to (a) any additional insurances identified within any Schedule to this Agreement, and (b) any additional insurance required by RMI's client for the performance of Services. Vendor shall inform RMI immediately by telephone and in writing within seven (7) days of any cancelation, termination, and or amendment of any insurance held.

9. **Termination.**

- 9.1. **Termination for Cause.** The Agreement may be terminated by either Party, effective immediately, if the other Party defaults, and a Party defaults if it: (a) breaches this Agreement; (b) becomes insolvent (as evidenced by any means); (c) becomes the voluntary or involuntary subject of any insolvency proceedings or any petition in bankruptcy, for reorganization, or for appointment of a receiver or trustee; (d) makes a general assignment or other arrangement for the benefit of its creditors, (e) such other Party becomes nationalized or has any of its material assets expropriated, or (f) otherwise causes an occurrence that allows for termination in accordance with any

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other provision of this Agreement. In the event of a default under (a), the non-defaulting Party will provide the defaulting Party with notice and a thirty (30) day opportunity to cure; provided, however, if the reason for termination is based upon on-going safety issues which have failed to be resolved, an immediate safety event from which property damage or personal injury could have or did occur, or if such cure would be futile, then the non-defaulting Party shall be entitled to terminate this Agreement, as applicable, immediately without notice and without giving the defaulting Person an opportunity to cure. If the defaulting Party fails to cure the default within the cure period, if applicable, the non-defaulting Party may terminate the Agreement upon notice to the defaulting Party. In the event of a default under (b), (c), (d), or (e), the non-defaulting Party may terminate this Agreement or both upon notice to the defaulting Person.

- 9.2. Termination for Convenience. The Agreement may be terminated by either Party, immediately and for no reason, after giving the party no less than sixty (60) days written notice of such termination. In the event of a termination for convenience by RMI, Vendor will comply with RMI's instructions for stopping the Services. RMI will pay the out-of-pocket expenses incurred by Vendor as a direct result of the termination through the fifth (5th) business day after a termination for convenience. Upon payment of such amount, Vendor shall have no further remedies hereunder and hereby waives and releases RMI from any other remedy or recourse that may otherwise have been available to it in equity or under applicable Law.

10. Intellectual Property.

- 10.1. Use of RMI's Name. Upon prior written permission, RMI shall permit Vendor to identify RMI as a customer of Vendor. Vendor and RMI shall make available to Vendor its trademarks, trade names or other intellectual property as may be necessary in connection with such activity provided that any such trademark, trade name or other intellectual property rights or information are used only in a form or format as is previously approved in writing by RMI.
- 10.2. Intellectual Property Rights. Any Intellectual Property developed by Vendor in the scope and course of the performance of the Services will be the property of RMI, and Vendor will execute any documents necessary to assign ownership of such Intellectual Property to RMI. Vendor shall defend, indemnify, and hold harmless RMI from and against any and all Claims arising from or related to Vendor's violation of RMI's Intellectual Property rights.

11. Confidentiality. Except as may be necessary to enforce its rights under this Agreement, as otherwise may be necessary to respond in any legal proceeding (including any deposition, interrogatory, subpoena, or civil investigative demand), or as otherwise may be necessary to procure any insurance or bonding required by this Agreement, Vendor will not disclose to any third party, other than Vendor's parents, Affiliates, officers, directors, employees, agents, permitted subcontractors or other representatives who have a need to know, the existence,

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terms or conditions of this Agreement or any information provided by RMI to Vendor that is identified as confidential or proprietary or that would otherwise appear to be or would be considered by a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used. This section will not apply to information that was known to Vendor prior to its disclosure by RMI free from any duty of confidentiality, becomes publicly available other than by unauthorized disclosure, or is received from a third party who, to the best of Vendor's knowledge, is under no confidentiality obligation with respect to such information. Vendor's obligations will survive the expiration or termination of this Agreement.

12. **Miscellaneous.**

- 12.1. **Time of the Essence.** Time is expressly declared to be the essence of this Agreement. In the event that Vendor fails or refuses to comply with the terms of this Agreement, in whole or in part, or shall unreasonably delay the performance of Services, RMI, at its election, may terminate this Agreement or it may, if it so elects, take over any of Vendor's Services and complete the Services without the Vendor, paying Vendor the reasonable value of said Services, which shall not exceed the contractual price agreed upon.
- 12.2. **Governing Law.** This Agreement and any and all Claims that in any way arise out of or related to this Agreement shall be governed exclusively by the laws of the state of Texas.
- 12.3. **Choice of Venue & Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by a single arbitrator in arbitration administered in Houston, Texas, by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the arbitration proceeding. The parties expressly agree that the decision of the arbitrator is final and that each party is barred from challenging the decision of the arbitrator under the Federal Arbitration Act or any other relevant law on any grounds other than that the award was procured by corruption, fraud, or undue means. The parties will be allowed written and deposition discovery during the course of the arbitration.
- 12.4. **Attorneys' Fees.** If either Vendor or RMI institutes suit to enforce any right or obligation arising under this Agreement, the prevailing Party will be entitled to recover reasonable attorneys' fees from the other Party.
- 12.5. **Notices.** Any notice incorporated into this Agreement will be in writing either delivered by a nationally recognized overnight courier or faxed with uninterrupted transmission confirmed by transmission report to RMI's address set forth at the beginning of this Agreement or RMI's fax line specified within Schedule "B". Any such notice shall be deemed to have been given or made as of the date delivered by the courier or the date of the confirmed transmission report. Either Party may change their

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notice address and fax number upon notice to the other Party at least ten (10) days in advance of the effective date of the change.

- 12.6. Waiver. No waiver by any Person of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Person so waiving. No waiver by any Person shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 12.7. Non-Exclusivity. Nothing in this Agreement shall prevent either Party from rendering services similar to those provided in terms of this agreement to any other persons, firms or companies, and nothing in this Agreement shall prevent RMI from procuring similar services to those provided in terms of this Agreement from any other persons, firms or companies.
- 12.8. Force Majeure. Neither Party shall be in default of this Agreement by reason of its delay in the performance of, or failure to perform, any of its obligation if such delay or failure is caused by acts of God, acts, orders, decrees, instructions or other requirements of governmental entities or instrumentalities, insurrections, mobilizations, riots, act of terrorism, vandalism, sabotage, strikes lock-outs or other labor disturbances, quarantines, floods, storms, hurricanes, tornados, or other adverse weather conditions, fires, explosions, embargoes, or by other cause not reasonably within the control of either Party. During the pendency of such intervening event, each of the Parties shall take all reasonable steps to fulfil its obligations hereunder by other means and, in any event, shall upon termination of such intervening event, promptly resume its obligations under the Agreement. In the event, however, that Vendor's failure to perform due to Force Majeure extends more than thirty (30) days, RMI shall be entitled to obtain the Services elsewhere, and shall not be required to obtain Services from Vendor upon cessation of the Force Majeure event.
- 12.9. Audit. For a period of four years from the termination of this Agreement, Vendor shall keep proper books, records and accounts of operations hereunder, except to the extent required to be destroyed after ceasing Services as otherwise noted within this Agreement. Vendor shall permit RMI at all reasonable times to inspect such books, records and accounts and shall provide access to such books, records, and accounts with 24 hours of a request from RMI. Each party shall bear its own costs in relation to an audit.
- 12.10. Assignment. A Party may only assign this Agreement or a right under this Agreement with the prior written consent of each other Party. Any purported assignment in

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violation of this provision will be void *ab initio*. In the event RMI is acquired, this Agreement shall be binding upon, and shall inure to the benefit of the acquiring entity without the need for consent of Vendor; however, RMI shall notify Vendor in a timely manner.

- 12.11. Survival. Any indemnity or obligation of confidence under this Agreement is independent and survives termination of this agreement. Any other term by its nature intended to survive termination of this agreement survives termination of this agreement.
- 12.12. Modification. No amendment to this Agreement will be effective unless made in writing and signed by RMI and Vendor.
- 12.13. Severability. If any provision of this Agreement is partially or completely unenforceable pursuant to Law, that provision will be deemed amended to the extent necessary to make it enforceable, if possible. If not possible, then that provision will be deemed deleted. If any provision is so amended or deleted, then the remaining provisions will remain in full force and effect.
- 12.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and part of one and the same document. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy thereof.
- 12.15. Entire Agreement. This Agreement represents the entire agreement of RMI and Vendor with respect to the matters addressed therein and supersedes and replaces any previous agreements, oral or written, between the Parties thereto with respect to such matters and the terms and conditions in the Agreement will control, except with respect to any conflicts in relation to insurance policy requirements set forth in this Agreement, in which the higher insurance policy requirements shall apply.
- 12.16. Interpretation. For purposes of this Agreement, (a) the words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation;” (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole, including as may be supplemented. Unless the context otherwise requires, references herein: (x) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules

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and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. References in this Agreement to “days,” “months” or “years” means calendar days, months and years unless otherwise indicated.

- 12.17. Continuation of Services. In the event that a dispute arises between RMI and Vendor, Vendor will continue to perform Services as required by this Agreement pending the final resolution of the dispute. Notwithstanding anything to the contrary, no Services will be delayed, postponed, altered, or otherwise changed by Vendor as a result of a dispute between Vendor and RMI, and Vendor will continue to perform such Services in good faith and in the best interests of RMI and its clients.

– End of Schedule “A” –

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**Schedule “B”
Request for Services Information**

The following means of communications are approved by the Parties for the specific purpose of the Request for Services, Vendor Acknowledgment, Vendor Quote, RMI’s Acceptance, and any other specific purpose referencing Schedule “B” within the Agreement.

**Means for RMI to Contact Vendor for
Request for Services and RMI’s Acceptance**

Vendor’s Contact Method	Vendor’s Contact Information
Telephone	
Fax	
E-Mail	
Other	

Means for Vendor to Contact RMI for Vendor Acknowledgment and Vendor Quote

RMI’s Contact Method	Vendor’s Contact Information
Telephone	
Fax	
E-Mail	
Other	

Separate and apart from the forgoing means of communications provided for the noted purposes, Vendor provides contact information to serve as additional points of contact with the Vendor that RMI may contact for reasons related to performance of the Services or otherwise. Specifically, Vendor must provide contact information for the individuals marked within the table below based upon the types of services reflected within the specific Schedule “C” to this Agreement – whether for Medical Assistance Services (MAS), Air Ambulance Services (AAS), Ground Ambulance Services (GAS), Mortal Remains Transport Services (MRTS), or Medical Facility Services (MFS).

Contact Information Required For	MAS	AAS	GAS	MRTS	MFS	MSS	ESS	TSS
24/7 Operations	X	X	X	X	X			X
Operations Manager	X	X	X	X		X	X	X
Account Manager	X	X	X	X	X	X	X	X
Medical Director		X	X					X
Funeral Service Director				X				
Hospital Administrator/Manager					X			
International Patient Services					X			
Authorization/GOP and Admissions Contact					X			

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Accounts/Finance Inquiries/Remittance Advice					X	X	X	X
--	--	--	--	--	---	---	---	---

Title: _____
Name: _____
Phone: _____
Fax: _____
Email: _____
Address: _____
Other: _____

Title: _____
Name: _____
Phone: _____
Fax: _____
Email: _____
Address: _____
Other: _____

Title: _____
Name: _____
Phone: _____
Fax: _____
Email: _____
Address: _____
Other: _____

Title: _____
Name: _____
Phone: _____
Fax: _____
Email: _____
Address: _____
Other: _____

Title: _____
Name: _____
Phone: _____
Fax: _____
Email: _____
Address: _____
Other: _____

Title: _____
Name: _____
Phone: _____
Fax: _____
Email: _____
Address: _____
Other: _____

Additional Comments / Instructions: _____

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Schedule “C”
Scope of Work

Medical Assistance Services

This Schedule provides an overview of the scope of work for Services considered by RMI and Vendor in entering into the Agreement. As agreed to within Section 2.5 of Schedule A to the Agreement, in the execution of the Services, Vendor shall comply with the requirements of this Agreement and applicable Law. Furthermore, Vendor shall:

- a) perform the Services in accordance with best industry practices and standards;
- b) perform the Services in a good and workmanlike manner;
- c) perform the Services as quickly as possible and in strict adherence to the schedules, deadlines, and timeframes set forth in this Agreement;
- d) perform the Services in a safe and environmentally sounds manner; and
- e) perform the Services in good faith and in the best interests of RMI and its clients.

As agreed to within Section 2.6 of Schedule A to the Agreement, in the execution of the Services, Vendor represents and warrants to RMI that it:

- a) has the experience, resources, equipment, personnel, procedures, financial wherewithal, medical expertise, and capability to perform the Services;
- b) is duly incorporated and validly existing under the laws of the jurisdiction or jurisdictions of its incorporation, and is registered to carry on business in the jurisdictions in which the Services are being performed;
- c) has all of the permits, licenses, and authorizations necessary to carry on its business and perform the Services, and that its personnel have all of the permits, licenses, and authorizations necessary to perform the Services;
- d) will furnish only competent and skilled workers to perform the Services, and will assure that its subcontractors and agents likewise furnish only competent and skilled workers to perform the Services;
- e) is able to provide continuous Call-Out Availability and to respond at all times to Requests for Service as quickly as possible and in strict adherence to the schedules, deadlines, and timeframes set forth in this Agreement; and
- f) has the power and authority to enter into this Agreement.

RMI may request that the Vendor render to RMI and its clients certain medical, transportation and related services, which may include:

- Arrangement of outpatient services
 - Appointment arrangement
 - Consultant/Specialist appointment arrangement
- Arrangement of house/hotel physician visit
- Provision of medical report / medical monitoring

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- Arrangement of transportation
 - Emergency Ambulance
 - Inter-facility Transport Ambulance
 - Taxi
 - Chauffeur/Van
- Cost containment services
- Case management services
- Arrangement of hospitalization/admission
- Guarantee of payment for medical expenses
 - Outpatient
 - Inpatient
- Arrangement of independent medical opinion
- Medication Delivery
- On-Site Patient Review/Information Gathering by agent
- Provision of Medical Escort to Accompany a Patient on Commercial Aircraft
- Provision of Medical Escort to Accompany a Patient on Charter Aircraft
- Provision of a Non-Medical Escort to Accompany a Patient on Commercial Aircraft
- Provision of a Non-Medical Escort to Accompany a Patient on Charter Aircraft
- Air Ambulance Arrangement
- Coordinating Repatriation of Mortal Remains
- Medical Equipment Rental
- Arrangement of Visa Support
- Arrangement of Air Tickets
- Arrangement of Train Tickets
- Arrangement of Hotel Accommodation
- Legal Assistance
- Interpreter / Translation Services
- Healthcare Facility/Provider Identification and Referral
 - Physicians
 - General/Primary Care Physicians
 - Specialist Consultant Physicians
 - Clinics
 - Hospitals
 - Dentists/Dental Clinics
 - Ophthalmologist Practitioners/Clinics
 - Mental Health Providers/Clinics
 - Allied Health Care Practitioners/Clinics

In addition to any insurance requirements within the Agreement, Vendor shall also maintain in force through the term of this Agreement and for a period of three (3) years thereafter, adequate insurance coverage to cover the risks associated with performance of this Agreement. Specifically, Vendor shall ensure that Vendor and Vendor's Affiliates have the necessary

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insurance coverage, to include but not be limited to the following policies of which each individual policy shall in no event provide coverage of less than \$1,000,000 per claim or occurrence:

- Comprehensive General Liability Insurance;
- Professional Liability Insurance;
- Aircraft Hull Insurance;
- Medical Liability / Malpractice Insurance; and
- Vehicle Insurance.

The Vendor shall also ensure that Vendor and Vendor's Affiliates have the necessary certificates to provide such Services, including but not limited to:

- Air Worthiness Certificate;
- Air Operator Certificate;
- Authorized EMS/Ambulance Provider Certificate; and
- Authorized Medical Provider License / Certificate.

The certificates may be the relevant equivalents based upon the regulations in the registered country. For the avoidance of any doubt, Vendor ought to confirm with RMI if the appropriate level of insurance and certificates are unclear, based upon the regulations in the registered country or otherwise.

Vendor shall provide RMI a fee list as part of entering into this Agreement.

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Schedule “C”
Scope of Work

Air Ambulance Services

This Schedule provides an overview of the scope of work for Services considered by RMI and Vendor in entering into the Agreement. As agreed to within Section 2.5 of Schedule A to the Agreement, in the execution of the Services, Vendor shall comply with the requirements of this Agreement and applicable Law. Furthermore, Vendor shall:

- a) perform the Services in accordance with best industry practices and standards;
- b) perform the Services in a good and workmanlike manner;
- c) perform the Services as quickly as possible and in strict adherence to the schedules, deadlines, and timeframes set forth in this Agreement;
- d) perform the Services in a safe and environmentally sounds manner; and
- e) perform the Services in good faith and in the best interests of RMI and its clients.

As agreed to within Section 2.6 of Schedule A to the Agreement, in the execution of the Services, Vendor represents and warrants to RMI that it:

- a) has the experience, resources, equipment, personnel, procedures, financial wherewithal, medical expertise, and capability to perform the Services;
- b) is duly incorporated and validly existing under the laws of the jurisdiction or jurisdictions of its incorporation, and is registered to carry on business in the jurisdictions in which the Services are being performed;
- c) has all of the permits, licenses, and authorizations necessary to carry on its business and perform the Services, and that its personnel have all of the permits, licenses, and authorizations necessary to perform the Services;
- d) will furnish only competent and skilled workers to perform the Services, and will assure that its subcontractors and agents likewise furnish only competent and skilled workers to perform the Services;
- e) is able to provide continuous Call-Out Availability and to respond at all times to Requests for Service as quickly as possible and in strict adherence to the schedules, deadlines, and timeframes set forth in this Agreement; and
- f) has the power and authority to enter into this Agreement.

All services shall be rendered using aircraft owned by, or exclusively leased to, Vendor, and staffed with pilots, paramedics, nurses, physicians, administrators, or other necessary personnel that are employees of the Vendor. If Vendor intends to utilize subcontractor(s) to perform any aspect of the services, Vendor shall notify RMI, in writing, in its submitted quote, and otherwise comply with all provisions within the Agreement as to Subcontractors.

RMI may request that the Vendor render to RMI and its clients certain medical, transportation and related services, which may include:

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- Medically supervised air transportation (which may include specialized medical flight crew where applicable, such as pediatricians, neonatologists, etc.);
- Non-medical air transportation;
- Ambulance and/or medically supervised ground transportation from airports to hospital facilities (and vice versa) during all phases of patient transport;
- Medical Escort services on commercial airlines; and
- General logistics services related to such transports.

In addition to any insurance requirements within the Agreement, Vendor shall also maintain in force through the term of this Agreement and for a period of three (3) years thereafter, adequate insurance coverage to cover the risks associated with performance of this Agreement. Specifically, Vendor shall ensure that Vendor and Vendor's Affiliates have the necessary insurance coverage, to include but not be limited to the following policies of which each individual policy shall in no event provide coverage of less than \$1,000,000 per claim or occurrence:

- Comprehensive General Liability Insurance;
- Professional Liability Insurance;
- Aircraft Hull Insurance; and
- Medical Liability / Malpractice Insurance.

The Vendor shall also ensure that Vendor and Vendor's Affiliates have the necessary certificates to provide such Services, including but not limited to:

- Air Worthiness Certificate;
- Air Operator Certificate;
- Authorized EMS/Ambulance Provider Certificate; and
- Authorized Medical Provider License / Certificate.

The certificates may be the relevant equivalents based upon the regulations in the registered country. For the avoidance of any doubt, Vendor ought to confirm with RMI if the appropriate level of insurance and certificates are unclear, based upon the regulations in the registered country or otherwise.

Vendor shall provide RMI a fee list, if applicable, as part of entering into this Agreement.

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Schedule “C”
Scope of Work

Ground Ambulance Services

This Schedule provides an overview of the scope of work for Services considered by RMI and Vendor in entering into the Agreement. As agreed to within Section 2.5 of Schedule A to the Agreement, in the execution of the Services, Vendor shall comply with the requirements of this Agreement and applicable Law. Furthermore, Vendor shall:

- a) perform the Services in accordance with best industry practices and standards;
- b) perform the Services in a good and workmanlike manner;
- c) perform the Services as quickly as possible and in strict adherence to the schedules, deadlines, and timeframes set forth in this Agreement;
- d) perform the Services in a safe and environmentally sounds manner; and
- e) perform the Services in good faith and in the best interests of RMI and its clients.

As agreed to within Section 2.6 of Schedule A to the Agreement, in the execution of the Services, Vendor represents and warrants to RMI that it:

- a) has the experience, resources, equipment, personnel, procedures, financial wherewithal, medical expertise, and capability to perform the Services;
- b) is duly incorporated and validly existing under the laws of the jurisdiction or jurisdictions of its incorporation, and is registered to carry on business in the jurisdictions in which the Services are being performed;
- c) has all of the permits, licenses, and authorizations necessary to carry on its business and perform the Services, and that its personnel have all of the permits, licenses, and authorizations necessary to perform the Services;
- d) will furnish only competent and skilled workers to perform the Services, and will assure that its subcontractors and agents likewise furnish only competent and skilled workers to perform the Services;
- e) is able to provide continuous Call-Out Availability and to respond at all times to Requests for Service as quickly as possible and in strict adherence to the schedules, deadlines, and timeframes set forth in this Agreement; and
- f) has the power and authority to enter into this Agreement.

RMI may request that the Vendor render to RMI and its clients certain medical, transportation and related services, which may include:

- Ambulance and/or medically supervised ground transportation from airports to hospital facilities (and vice versa) during all phases of patient transport;
- Emergency ambulance response within service area;
- Inter-facility ambulance response; and

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- General logistics services related to such transports (which may include specialized medical crew, where applicable, such as critical care transport providers, nurses, consultant physicians, etc.).

In addition to any insurance requirements within the Agreement, Vendor shall also maintain in force through the term of this Agreement and for a period of three (3) years thereafter, adequate insurance coverage to cover the risks associated with performance of this Agreement. Specifically, Vendor shall ensure that Vendor and Vendor's Affiliates have the necessary insurance coverage, to include but not be limited to the following policies of which each individual policy shall in no event provide coverage of less than \$1,000,000 per claim or occurrence:

- Comprehensive General Liability Insurance;
- Professional Liability Insurance; and
- Medical Liability / Malpractice Insurance.

The Vendor shall also ensure that Vendor and Vendor's Affiliates have the necessary certificates to provide such Services, including but not limited to:

- Authorized EMS/Ambulance Provider Certificate; and
- Authorized Medical Provider License / Certificate.

The certificates may be the relevant equivalents based upon the regulations in the registered country. For the avoidance of any doubt, Vendor ought to confirm with RMI if the appropriate level of insurance and certificates are unclear, based upon the regulations in the registered country or otherwise.

Vendor shall provide RMI a fee list, if applicable, as part of entering into this Agreement.

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Schedule “C”
Scope of Work

Mortal Remains Transport Services

This Schedule provides an overview of the scope of work for Services considered by RMI and Vendor in entering into the Agreement. As agreed to within Section 2.5 of Schedule A to the Agreement, in the execution of the Services, Vendor shall comply with the requirements of this Agreement and applicable Law. Furthermore, Vendor shall:

- a) perform the Services in accordance with best industry practices and standards;
- b) perform the Services in a good and workmanlike manner;
- c) perform the Services as quickly as possible and in strict adherence to the schedules, deadlines, and timeframes set forth in this Agreement;
- d) perform the Services in a safe and environmentally sounds manner; and
- e) perform the Services in good faith and in the best interests of RMI and its clients.

As agreed to within Section 2.6 of Schedule A to the Agreement, in the execution of the Services, Vendor represents and warrants to RMI that it:

- a) has the experience, resources, equipment, personnel, procedures, financial wherewithal, medical expertise, and capability to perform the Services;
- b) is duly incorporated and validly existing under the laws of the jurisdiction or jurisdictions of its incorporation, and is registered to carry on business in the jurisdictions in which the Services are being performed;
- c) has all of the permits, licenses, and authorizations necessary to carry on its business and perform the Services, and that its personnel have all of the permits, licenses, and authorizations necessary to perform the Services;
- d) will furnish only competent and skilled workers to perform the Services, and will assure that its subcontractors and agents likewise furnish only competent and skilled workers to perform the Services;
- e) is able to provide continuous Call-Out Availability and to respond at all times to Requests for Service as quickly as possible and in strict adherence to the schedules, deadlines, and timeframes set forth in this Agreement; and
- f) has the power and authority to enter into this Agreement.

RMI may request that the Vendor render to RMI and its client’s certain mortuary services, which may include:

- Professional handling of mortal remains, including but not limited to:
 - Refrigeration of mortal remains;
 - Preparation of the deceased for transport;
 - Embalming of remains; and
 - Cremation of remains.

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- Professional processing of all documentary requirements, including but not limited to:
 - Health waiver applications;
 - Process of required repatriation documents;
 - Process local documents such as police and/or coroner reports required;
 - Obtaining local and embassy issued death certificates;
 - Embalming certificates; and
 - Customs procedures and documentation.
- Transportation of mortal remains, including but not limited to:
 - Recovery of mortal remains from site;
 - Transport to local funeral service mortuary facility;
 - Transport to receiving funeral service mortuary facility;
 - Transport to designated international airport for freight booking;
 - Air freight booking services (including waybill details); and
 - Other ground transportation services as required.
- General logistics services related to such transports, including but not limited to:
 - Clearing of mortal remains from the airport;
 - Arranging autopsy;
 - Provision of zinc-lined repatriation coffin or repatriation casket that conforms to international transportation regulations;
 - Provision of cremation urn;
 - Arrangement of sealing of casket and necessary local procedures for sealing; and
 - Liaising with necessary Embassy/Consulates.
- Undertake other funeral services that may be required.

In addition to any insurance requirements within the Agreement, Vendor shall also maintain in force through the term of this Agreement and for a period of three (3) years thereafter, adequate insurance coverage to cover the risks associated with performance of this Agreement. Specifically, Vendor shall ensure that Vendor and Vendor's Affiliates have the necessary insurance coverage, to include but not be limited to the following policies of which each individual policy shall in no event provide coverage of less than \$1,000,000 per claim or occurrence:

- Comprehensive General Liability Insurance;
- Professional Liability Insurance;
- Funeral Directors Professional Liability;
- Limited Pollution Liability – Embalming Fluids (if applicable); and
- Funeral Provider Vehicle Insurance.

The Vendor shall also ensure that Vendor and Vendor's Affiliates have the necessary certificates to provide such Services, including but not limited to:

- Authorized Mortuary Service Provider License / Certificate.

The certificates may be the relevant equivalents based upon the regulations in the registered country. For the avoidance of any doubt, Vendor ought to confirm with RMI if the appropriate

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level of insurance and certificates are unclear, based upon the regulations in the registered country or otherwise.

Vendor shall provide RMI a fee list, if applicable, as part of entering into this Agreement.

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Schedule “C”
Scope of Work

Medical Facility Services

This Schedule provides an overview of the scope of work for Services considered by RMI and Vendor in entering into the Agreement. As agreed to within Section 2.5 of Schedule A to the Agreement, in the execution of the Services, Vendor shall comply with the requirements of this Agreement and applicable Law. Furthermore, Vendor shall:

- a) perform the Services in accordance with best industry practices and standards;
- b) perform the Services in a good and workmanlike manner;
- c) perform the Services as quickly as possible and in strict adherence to the schedules, deadlines, and timeframes set forth in this Agreement;
- d) perform the Services in a safe and environmentally sounds manner; and
- e) perform the Services in good faith and in the best interests of RMI and its clients.

As agreed to within Section 2.6 of Schedule A to the Agreement, in the execution of the Services, Vendor represents and warrants to RMI that it:

- a) has the experience, resources, equipment, personnel, procedures, financial wherewithal, medical expertise, and capability to perform the Services;
- b) is duly incorporated and validly existing under the laws of the jurisdiction or jurisdictions of its incorporation, and is registered to carry on business in the jurisdictions in which the Services are being performed;
- c) has all of the permits, licenses, and authorizations necessary to carry on its business and perform the Services, and that its personnel have all of the permits, licenses, and authorizations necessary to perform the Services;
- d) will furnish only competent and skilled workers to perform the Services, and will assure that its subcontractors and agents likewise furnish only competent and skilled workers to perform the Services;
- e) is able to provide continuous Call-Out Availability and to respond at all times to Requests for Service as quickly as possible and in strict adherence to the schedules, deadlines, and timeframes set forth in this Agreement; and
- f) has the power and authority to enter into this Agreement.

RMI may request that the Vendor render to RMI and its clients certain medical, transportation and related services, which may include making all of its health care facilities and services available and promptly delivering appropriate and necessary health care services to RMI and RMI clients. Vendor will work expeditiously with RMI to prepare patient for transport by RMI, if requested. Vendor will provide RMI with 24/7 telecommunication access for the purposes of obtaining any and all information requested by RMI or RMI’s clients to include but not be limited to medical reports, updates from medical staff, RMI physician to medical facility physician consultation, and other Services associated with this Agreement.

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In addition to any insurance requirements within the Agreement, Vendor shall also maintain in force through the term of this Agreement and for a period of three (3) years thereafter, adequate insurance coverage to cover the risks associated with performance of this Agreement. Specifically, Vendor shall ensure that Vendor and Vendor's Affiliates have the necessary insurance coverage, to include but not be limited to the following policies of which each individual policy shall in no event provide coverage of less than \$1,000,000 per claim or occurrence:

- Comprehensive General Liability Insurance;
- Professional Liability Insurance; and
- Medical Liability / Malpractice Insurance.

The Vendor shall also ensure that Vendor and Vendor's Affiliates have the necessary certificates to provide such Services, including but not limited to:

- Authorized Medical Facility Provider License / Certificate; and
- Medical Staff Licensed / Certified by National Authorizing Body.

The certificates may be the relevant equivalents based upon the regulations in the registered country. For the avoidance of any doubt, Vendor ought to confirm with RMI if the appropriate level of insurance and certificates are unclear, based upon the regulations in the registered country or otherwise.

Vendor shall provide the lists of the following to RMI as part of entering into this Agreement:

- A list of fees;
- A list of services tariffs; and
- A list of services available at the respective medical facilities.

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Schedule “C”
Scope of Work

Remote Telephonic Medical Advice “Topside Assistance” Services

This Schedule provides an overview of the scope of work for Services considered by RMI and Vendor in entering into the Agreement. As agreed to within Section 2.5 of Schedule A to the Agreement, in the execution of the Services, Vendor shall comply with the requirements of this Agreement and applicable Law. Furthermore, Vendor shall:

- a) perform the Services in accordance with best industry practices and standards;
- b) perform the Services in a good and workmanlike manner;
- c) perform the Services as quickly as possible and in strict adherence to the schedules, deadlines, and timeframes set forth in this Agreement;
- d) perform the Services in a safe and environmentally sounds manner; and
- e) perform the Services in good faith and in the best interests of RMI and its clients.

As agreed to within Section 2.6 of Schedule A to the Agreement, in the execution of the Services, Vendor represents and warrants to RMI that it:

- a) has the experience, resources, equipment, personnel, procedures, financial wherewithal, medical expertise, and capability to perform the Services;
- b) is duly incorporated and validly existing under the laws of the jurisdiction or jurisdictions of its incorporation, and is registered to carry on business in the jurisdictions in which the Services are being performed;
- c) has all of the permits, licenses, and authorizations necessary to carry on its business and perform the Services, and that its personnel have all of the permits, licenses, and authorizations necessary to perform the Services;
- d) will furnish only competent and skilled workers to perform the Services, and will assure that its subcontractors and agents likewise furnish only competent and skilled workers to perform the Services;
- e) Vendor accepts RMI’s personnel and clinical standards as described in RMI Clinical Guidelines.
- f) is able to provide continuous Call-Out Availability and to respond at all times to Requests for Service as quickly as possible and in strict adherence to the schedules, deadlines, and timeframes set forth in this Agreement; and
- g) has the power and authority to enter into this Agreement.

RMI may request that the Vendor render to RMI and its client’s certain remote telephonic medical advice services which may include:

- a) Licensed Medical Doctors and Physicians with specialist training in emergency medicine, anesthesia or intensive care medicine who has experience of providing telephone medical advice to include remote medical advice on an industrial project.

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- b) An on-duty physician will be available 24 hours a day, 7 days a week for the duration of the contract.
- c) RMI's Global Coordination Center (GCC) staff will be able to contact the on-duty physician via a single point of contact telephone number and single point of contact email address.
- d) Each Vendor topside physician that is to be used to execute the RMI Topside Assistance contract will be required to undergo RMI's Recordable Case Management and conservative treatment processes training. This training will be conducted prior to execution of the work.
- e) The Vendor will be required to utilize RMI's Clinical Guidelines in the course of their duties as on-duty physicians.
- f) The Vendor will immediately notify RMI Clinical Governance in writing in the case that RMI's Clinical Guidelines fall outside of local regulation and/or host nation established medical guidelines.
- g) The on-duty physician will endeavor to answer telephone calls within 30 seconds.
- h) If the on-duty physician fails to answer the call within 60 seconds, the call will be diverted sequentially to other physicians who provide telephone advice.
- i) The on-duty physician will provide medical advice with regard to patient assessment, diagnosis, treatment and, if necessary, evacuation to hospital. This will include the urgency required for evacuation.
- j) The Vendor's on-duty physician will not provide advice with regard to evacuation transport or specific receiving hospitals. They will however provide advice with regard to what specialties would be required to provide definitive medical care in a receiving hospital.
- k) In the areas required by local law and regulation and at the request of RMI GCC staff, the on-duty physician will contact the local coast guard or primary retrieval provider and give medical report in the case of an urgent medical evacuation.
- l) If necessary, the on-duty physician may be requested to discuss necessity and recommendations of evacuation with project or site manager, offshore installation manager, Vessel Master, or any other designated client representative that is responsible for the patient.
- m) The on-duty physician will complete an online record of the consultation using the online clinical database maintained by RMI.

RMI will be responsible for providing the following:

- a) A suitable online clinical database. This will include the facility to allow access to clinical photographs, ECG tracings and written records made by the medic seeking advice.
- b) Access to the clinical database for the Vendor doctors.
- c) RMI will be responsible for maintaining the security of the database and confidentiality of patient information contained therein.
- d) A monthly report detailing the number of covered entities and projects in operation, the location of said projects.

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- e) Unless the Vendor is supplying the remote medical providers as well as Topside services, RMI will ensure that all medics they are responsible for are appropriately registered health care professionals who are competent for the role and environment they are working.
- f) The responsibility for the clinical governance, medical guidelines and equipment used by the RMI's medics is the sole responsibility of the RMI.
- g) RMI will be responsible for medical care provided by medics.
- h) RMI will ensure that all medics have suitable medical indemnity insurance in place as per appropriate local law.

In addition to any insurance requirements within the Agreement, Vendor shall also maintain in force through the term of this Agreement and for a period of three (3) years thereafter, adequate insurance coverage to cover the risks associated with performance of this Agreement. Specifically, Vendor shall ensure that Vendor and Vendor's Affiliates have the necessary insurance coverage, to include but not be limited to the following policies of which each individual policy shall in no event provide coverage of less than \$1,000,000 per claim or occurrence:

- Comprehensive General Liability Insurance;
- Professional Liability Insurance; and
- Medical Liability / Malpractice Insurance

For the avoidance of any doubt, Vendor ought to confirm with RMI if the appropriate level of insurance is unclear, based upon the regulations in the registered country or otherwise.

Vendor shall provide RMI a fee list as part of entering into this Agreement.

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Schedule “C”
Scope of Work

Equipment and Supply Services

This Schedule provides an overview of the scope of work for Services considered by RMI and Vendor in entering into the Agreement. As agreed to within Section 2.5 of Schedule A to the Agreement, in the execution of the Services, Vendor shall comply with the requirements of this Agreement and applicable Law. Furthermore, Vendor shall:

- a) perform the Services in accordance with best industry practices and standards;
- b) perform the Services in a good and workmanlike manner;
- c) perform the Services as quickly as possible and in strict adherence to the schedules, deadlines, and timeframes set forth in this Agreement;
- d) perform the Services in a safe and environmentally sounds manner; and
- e) perform the Services in good faith and in the best interests of RMI and its clients.

As agreed to within Section 2.6 of Schedule A to the Agreement, in the execution of the Services, Vendor represents and warrants to RMI that it:

- a) has the experience, resources, equipment, personnel, procedures, financial wherewithal, medical expertise, and capability to perform the Services;
- b) is duly incorporated and validly existing under the laws of the jurisdiction or jurisdictions of its incorporation, and is registered to carry on business in the jurisdictions in which the Services are being performed;
- c) has all of the permits, licenses, and authorizations necessary to carry on its business and perform the Services, and that its personnel have all of the permits, licenses, and authorizations necessary to perform the Services;
- d) will furnish only competent and skilled workers to perform the Services, and will assure that its subcontractors and agents likewise furnish only competent and skilled workers to perform the Services;
- f) has the power and authority to enter into this Agreement.

RMI may request that the Vendor shall provide equipment and supply services and supporting products and services to RMI. These products and services shall include:

- a) Consultation. When required, the Vendor will work with RMI or the Client to assess Project requirements including work environment, budget, local regulations, and Provider Scope of Practice. The Vendor will then use this information to develop a Formulary which aligns with Project requirements.
- b) Procurement. When required, the Vendor will procure Equipment & Supplies for RMI and its Clients. The Vendor shall ensure procurement decisions align with the agreed upon Formulary and Project requirements. The Vendor shall submit all proposed Orders to RMI for review prior to placing the order.

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- c) Shipping & Logistics. When required, the Vendor will ship the Order to the Client's Site or other agreed upon locations.
- d) Resupply. When required, the Vendor will be responsible for the procurement, shipment, and logistics surrounding the resupply Order.

In addition to any insurance requirements within the Agreement, Vendor shall also maintain in force through the term of this Agreement and for a period of three (3) years thereafter, adequate insurance coverage to cover the risks associated with performance of this Agreement. Specifically, Vendor shall ensure that Vendor and Vendor's Affiliates have the necessary insurance coverage, to include but not be limited to the following policies of which each individual policy shall in no event provide coverage of less than \$1,000,000 per claim or occurrence:

- Comprehensive General Liability Insurance;
- Professional Liability Insurance; and

The Vendor shall also ensure that Vendor and Vendor's Affiliates have the necessary certificates to provide such Services, including but not limited to:

- Authorized Medical Facility Provider License / Certificate; and
- Medical Staff Licensed / Certified by National Authorizing Body.

The certificates may be the relevant equivalents based upon the regulations in the registered country. For the avoidance of any doubt, Vendor ought to confirm with RMI if the appropriate level of insurance and certificates are unclear, based upon the regulations in the registered country or otherwise.

Vendor shall provide the lists of the following to RMI as part of entering into this Agreement:

- A list of fees; and
- A list of services tariffs

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Schedule “C”
Scope of Work

Medical Staffing Services

This Schedule provides an overview of the scope of work for Services considered by RMI and Vendor in entering into the Agreement. As agreed to within Section 2.5 of Schedule A to the Agreement, in the execution of the Services, Vendor shall comply with the requirements of this Agreement and applicable Law. Furthermore, Vendor shall:

- a) perform the Services in accordance with best industry practices and standards;
- b) perform the Services in a good and workmanlike manner;
- c) perform the Services as quickly as possible and in strict adherence to the schedules, deadlines, and timeframes set forth in this Agreement;
- d) perform the Services in a safe and environmentally sounds manner; and
- e) perform the Services in good faith and in the best interests of RMI and its clients.

As agreed to within Section 2.6 of Schedule A to the Agreement, in the execution of the Services, Vendor represents and warrants to RMI that it:

- a) has the experience, resources, equipment, personnel, procedures, financial wherewithal, medical expertise, and capability to perform the Services;
- b) is duly incorporated and validly existing under the laws of the jurisdiction or jurisdictions of its incorporation, and is registered to carry on business in the jurisdictions in which the Services are being performed;
- c) has all of the permits, licenses, and authorizations necessary to carry on its business and perform the Services, and that its personnel have all of the permits, licenses, and authorizations necessary to perform the Services;
- d) will furnish only competent and skilled workers to perform the Services, and will assure that its subcontractors and agents likewise furnish only competent and skilled workers to perform the Services;
- e) is able to provide continuous Call-Out Availability and to respond at all times to Requests for Service as quickly as possible and in strict adherence to the schedules, deadlines, and timeframes set forth in this Agreement; and
- f) has the power and authority to enter into this Agreement.

RMI may request that the Vendor shall provide staffing services and supporting products and services to RMI. These products and services shall include:

- a) Consultation. When required, the Vendor will work with RMI and the Client to assess Project requirements including work environment, budget, local regulations, and Provider Scope of Practice. The Vendor will then use this information to recommend a Provider type which aligns with Project requirements.

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- b) Recruiting. When required, the Vendor will recruit qualified Providers to meet the Project requirements. Qualified Providers generally include but are not limited to the following: Physician, Physician's Assistant, Nurse Practitioner, Paramedic, Registered Nurse, Advanced Emergency Medical Technician, Emergency Medical Technician, HSE Advisor, HSE Medic.
- c) Screening & Credentialing. Unless otherwise agreed upon, the Vendor shall ensure that all Provider's shall undergo and pass: a fitness for duty medical exam, a criminal background check, credentialing of any required licensure and certifications, and RMI's clinical screening process. When requested, the Vendor shall provide evidence of completion of all screening & credentialing.
- d) Travel & Logistics Coordination. Unless otherwise agreed upon, the Vendor will coordinate all Provider travel and logistics to and from the Project or Site.
- e) Provider Services. The Provider will perform medical and/or safety services in alignment with the Provider(s) Scope of Practice as outlined in the Provider's job description but not to supersede any regulatory standards of care, protocols or regulations.
- f) PPE. Unless otherwise agreed upon, the Vendor shall ensure that the Provider shall arrive with basic Personal Protective Equipment (PPE) based on the Project or Site requirements. At a minimum this includes safety work boots. But may also include safety glasses, safety vests, and hardhats in accordance with ANSI and CE standards.

In addition to any insurance requirements within the Agreement, Vendor shall also maintain in force through the term of this Agreement and for a period of three (3) years thereafter, adequate insurance coverage to cover the risks associated with performance of this Agreement. Specifically, Vendor shall ensure that Vendor and Vendor's Affiliates have the necessary insurance coverage, to include but not be limited to the following policies of which each individual policy shall in no event provide coverage of less than \$1,000,000 per claim or occurrence:

- Comprehensive General Liability Insurance;
- Professional Liability Insurance; and

The Vendor shall also ensure that Vendor and Vendor's Affiliates have the necessary certificates to provide such Services, including but not limited to:

- Authorized Medical Provider License / Certificate; and
- Medical Staff Licensed / Certified by National Authorizing Body.

The certificates may be the relevant equivalents based upon the regulations in the registered country. For the avoidance of any doubt, Vendor ought to confirm with RMI if the appropriate level of insurance and certificates are unclear, based upon the regulations in the registered country or otherwise.

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Vendor shall provide the lists of the following to RMI as part of entering into this Agreement:

- A list of fees;
- A list of services tariffs; and
- A list of available staff types in Vendor organization.

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**Schedule “D”
Invoice and Payment**

[This section should be customized once the Agreement is finalized.]

Vendor agrees to submit an invoice in accordance with the Agreement to RMI as follows.

- (1) Email invoice to: ap@remotemedical.com; ***and***
- (2) Email invoice to: topsidechat@remotemedical.com; ***and***
- (3) Mail original invoices (signed and stamped) to:

[Insert Address] _____

[Insert Address] _____

[Insert Address] _____

Additional Comments / Instructions: _____

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**GUARANTEE OF PAYMENT
BLANKET AUTHORIZATION**

This letter is for a GUARANTEE OF PAYMENT BY INVOICE for medical services.

Vendor Name: _____
Vendor Address: _____

Charges Authorized for (check those that apply):

- Ground Medical Transportation
- Air Medical Transportation
- Hospital
- Clinic or Dentist
- Prescription Replacement

Maximum Charge Allowed (specifying currency): \$ 100,000.00

People Allowed to Authorize Charges (check those that apply):

- Senior Medical Director
- Regional Medical Director
- On Duty Topside Physician
- Operations Director, Global Coordination & Security
- Medical Coordination Manager
- On Duty Medical Coordination Specialist

I authorize the above-referenced Vendor to charge Remote Medical International for up to the authorized total above.

Printed Name: _____
Title: _____
Company Name: Remote Medical International _____
Date: _____
Authorizing Signature: _____

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Schedule “F”
Vendor Code of Conduct

[The Vendor Code of Conduct begins on the next page.]

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Document Revision History

Revision Number	Author	Date	Status and Description
1.0	Paul Budak	09 OCT 2019	Policy Created

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Issue Date	09 OCT 2019	Review Date	09 OCT 2020
Prepared By	Paul Budak	Approved By	Wayne Wager
Version	1.0		

Purpose	To document the policy for suppliers code of conduct.
Scope	Applicable to all Remote Medical International suppliers.

1.0 INTRODUCTION

Remote Medical International (“RMI”), a leading international Medical Support Services provider, is committed to conducting its business in an ethical, legal and socially responsible manner. We expect similar principled conduct from everyone with whom RMI has commercial dealings. Further, RMI strives to continuously improve the sustainability of its operations and products and encourages its suppliers to participate in this effort by adopting sustainable practices in their operations.

The RMI Vendor Code of Conduct (the “Code”) sets out the requirements expected of our suppliers and vendors (“Vendors”) regarding compliance with applicable laws and regulations and RMI policies prohibiting bribery, corruption, environmental waste, and other unfair or unethical practices. Our goal is to work with our Vendors to assure full compliance with these requirements as they, in turn, apply them to their own employees, agents, subcontractors, suppliers and vendors with whom they work with in the delivery of goods and services to RMI.

2.0 POLICY

2.1 Personal Responsibility

Vendors shall make their employees and contractors aware that they are individually responsible for complying with the Code. Each individual should do their work in a fair and ethical way. Duties include: 1) studying and training to follow the Code; 2) recognizing and assessing ethics and compliance risks; 3) seeking advice when the way forward is not clear; 4) assuring that others who work for the Vendor, such as co-workers and contractors, know the Code and follow it; and 5) reporting any concerns about improper conduct.

2.2 Compliance with Laws and Regulations

Vendors shall comply with the laws, standards, and procedures of the local jurisdiction in which any services are being performed by Vendor. Vendors are to impose the highest standards of conduct in relation to such laws.

2.3 Doing Business with Integrity

Vendors shall conduct their business in accordance with the highest ethical standards. Vendors have to comply with all applicable laws and regulations concerning corruption, bribery, the guarantee of human rights, fraud, terrorism and unfair and prohibited business practices. Vendors will treat employees, contractors, and clients with respect at all times and will not tolerate any abusive, discriminatory, or harassing conduct.

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2.4 Anti-Bribery and Corruption

Vendors will not pay or receive bribes or participate in any corrupt schemes. Specifically, Vendors will not pay or offer to pay anything of value, including money, gifts, or favors, in order to obtain an advantage or favorable treatment in business. Vendors will take particular care in doing business with government officials or with third-parties who deal with government officials, and Vendors will conduct appropriate due diligence and risk assessment in doing such business to assure compliance with the Code. Vendors will instruct their employees and contractors to report any corrupt or improper conduct. Vendors will comply with the requirements of the United States Foreign Corrupt Practices Act (as amended from time to time), the United Kingdom Bribery Act 2010 (as amended from time to time), and any other applicable anti-bribery laws applicable within the local jurisdiction in which any services are being performed by Vendor. Vendors will comply with and instruct their employees and contractors to comply with and report any violations of the requirements of anti-terrorism laws, which include laws prohibiting the engagement of, or becoming involved in, supporting financially, or otherwise sponsoring, facilitating, or giving aid or comfort to any terrorist person, activity or organization. Vendors will comply with and instruct their employees and contractors to comply with and report any violations of the requirements of anti-money laundering laws, which include money laundering laws relating to the receipt, transfer, transportation, use, structuring, diverting, or hiding of the proceeds of any criminal activity whatsoever.

2.5 Social and Working Conditions

Vendors shall recognize and be committed to upholding the human rights of their employees and treat them with dignity and respect as understood by the international community. Our Vendors shall respect the following standards:

- **Freely Chosen Employment:** The use of forced, bonded or indentured labor or involuntary prison labor is strictly prohibited. Employment is voluntary.
- **Child Labor Avoidance:** Vendors must not, under any circumstances, use child labor as defined by ILO and United Nations Convention and/or national law, whichever is more stringent.
- **Compensation:** Vendors have to comply with all applicable laws, regulations and industry standards concerning wages and benefits. Wages and benefits paid for a standard working week shall meet at least legal or industry minimum standards and always be sufficient to meet basic needs of workers and their families.
- **Working Hours:** Vendors shall comply with all applicable laws, regulations and industry standards on working hours.
- **Non-Discrimination:** Vendors shall strictly adhere to all applicable laws and regulations prohibiting discrimination in hiring and employment on the grounds of race, religion, age, nationality, color, gender, sexual orientation, physical ability, health condition, political opinion, creed or other basis prohibited by law.

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- **Freedom of Association and Collective Bargaining:** Vendors have to respect the rights of employees to form and join trade unions and bargain collectively.
- **Working Conditions:** Vendors shall provide their employees with adequate working facilities which, at a minimum, shall ensure reasonable access to potable drinking water and sanitary facilities; fire safety; access to emergency medical care; and adequate lighting and ventilation.
- **Anti-Harassment:** Harassment of any employee is prohibited.

2.6 Health and Safety

Vendors shall always place safety first as the top priority. Vendors shall provide their employees and others involved in the circumstances of the Vendor's services a safe and healthy workplace and/or service environment in compliance with all applicable laws, regulations and industry standards. Vendors shall commit to continuous assessment and improvement of their safety culture and to strengthening and standardizing processes involving safety and risk management at their workplaces and facilities and any other circumstances associated with their services. Vendors shall provide their employees of all levels and contractors the necessary training programs to foster its commitments to a safe and health workplace, to placing safety first, and to its continuous safety assessment and improvement.

2.7 Environment

Vendors recognize that environmental responsibility is integral to producing high quality products and services. Vendors shall comply with all applicable environmental laws, regulations and industry standards, such as requirements regarding industrial wastewater treatment and discharge, air emission controls, recycling, chemical and waste management and disposal, environmental permits and environmental reporting. Further, Vendors shall comply with any additional environmental requirements specific to the products or services being provided to RMI's called for in design and product specifications and contract documents. Vendors have to implement and maintain effective environmental policies to meet these requirements.

2.8 Communications and Implementation

Vendors must effectively communicate to all their employees the content of this Code and undertake actions necessary and appropriate to assure its implementation.

2.9 Vendor and Subcontractor Management

Vendors must establish a documented system to ensure that all of their agents, sub-contractors and Vendors comply with the requirements of this Code.

2.10 Monitoring/Record Keeping

Vendors shall maintain documentation appropriate to demonstrate adherence to the Code, both for its own operations as well as those of their agents, subcontractors, suppliers, and vendors. Vendors shall provide RMI with access to such documentation and other information demonstrating adherence to this Code upon RMI's request.

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2.11 Internal Assessments and Potential Impacts on Business Relationship to RMI

Vendors have to conduct regular internal assessments to assure their compliance with the Code. RMI reserves the right to conduct (or have its designee conduct) unannounced inspections of Vendors and their facilities to verify compliance with the Code. In addition to any other contractual rights of RMI, Vendors' failure to adhere to the Code may result in RMI ceasing to do business with offending Vendors.

2.12 Vendor's Certification of Compliance

By its acceptance of any purchase or service order from RMI, Vendor thereby acknowledges and certifies its compliance with the principles and requirements of the newest version of the Code.

2.13 Development of the Code

RMI will review this Code on a regular basis and will introduce revisions where necessary or appropriate. RMI will notify its Vendors of any important changes. Any questions related to this Code can be addressed to RMI Compliance Officer. While local language translations may be made, the original English version will remain the only official version.

3.0 REFERENCES

The Compliance Declaration must be signed by a duly authorized representative of the Vendor and returned to the assigned RMI contact within 15 working days of receipt.

3.1 RMI-QHSE-F-801 – Vendor Service Agreement

3.2 RMI-QHSE-F-802 – Vendor Code of Conduct Compliance Declaration

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Vendor Code of Conduct Compliance Declaration

We, the undersigned hereby confirm:

1. That we have received and taken due note of the Remote Medical International Vendor Code of Conduct (the "Code") and commit ourselves, in addition to our commitments as set out in the agreements with RMI, to fully comply with its principles and requirements.
2. That we agree that Remote Medical International or a third party appointed by Remote Medical International may carry out periodic, unannounced inspections / audits on our facilities to verify our compliance with the Code.
3. That we effectively communicate the contents of the Code to our employees, agents, subcontractors, and suppliers and ensure all measures required are implemented accordingly.

We also confirm that we have noted that compliance to the Code is an essential prerequisite for business relations between Remote Medical International and us as Vendor for Remote Medical International.

Name: _____

Function: _____

Company Name: _____

Company Address: _____

Place, date: _____

Signature: _____

The Compliance Declaration must be signed by a duly authorized representative of the Vendor and returned to the assigned Remote Medical International contact within 15 working days of receipt.

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Schedule G
Special Provisions

[This section should be customized once the Agreement is finalized.]

Special Provisions: _____

