

# **CRISIS ASSISTANCE PLUS™ (CAP)**

## **MEMBERSHIP AGREEMENT**

**IMPORTANT – BY PURCHASING AND/OR USING YOUR CAP MEMBERSHIP YOU AGREE TO BE BOUND BY THIS MEMBERSHIP AGREEMENT AND THE CRISIS ASSISTANCE PLUS™ MEMBERSHIP PROGRAM RULES AND REGULATIONS.**

This MEMBERSHIP AGREEMENT (this “Agreement”) is made and entered into as of the date first written below (“Effective Date”) by and between [CLIENT], with an office at \_\_\_\_\_ (“Member”), and **FocusPoint International, Inc.** an Ohio corporation with an office at 15830 Foltz Parkway, Strongsville, OH 44149 (“FocusPoint”). Client and FocusPoint may sometimes hereinafter be referred to individually as a “Party” or jointly as the “Parties.”

**THIS AGREEMENT IS SUBJECT TO THE CRISIS ASSISTANCE PLUS™ MEMBERSHIP PROGRAM RULES AND REGULATION, ATTACHED HERETO AS EXHIBIT A.**

### **RECITALS:**

WHEREAS, FocusPoint offers travel assistance services under the Crisis Assistance Plus™ Membership (“CAP”);

WHEREAS, CAP offers a variety of services as defined below (“Services”);

WHEREAS, Member desires the Services offered by CAP and FocusPoint desires to provide such Services to Member; and

WHEREAS, FocusPoint is entering into this Agreement for the purpose of assuring the Member the Services and the Member acknowledges that during the term of this Agreement, the Member will be relying upon FocusPoint’s ability to provide the Services provided for herein.

### **AGREEMENT:**

NOW, THEREFORE, in consideration of the foregoing recitals and the terms, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **1. MEMBERSHIP BENEFITS.**

1.1 The goal of a CAP membership is to get the Member to safety and bring closure to a crisis event that impacts or has the potential to impact the Member during a period of travel. CAP provides the Member with crisis consultation, and (if necessary, as determined by FocusPoint) coordinated in country response services during a period of travel.

## 2. SERVICES.

2.1 Subject to the limitations on services described herein, FocusPoint provides crisis assistance services to any Member traveling 150 miles or more from his or her residence address as defined herein, and medical assistance services to any Member traveling 100 miles or more from his or her residence address. If a Member's Residence Address changes during the term of the membership, the Member must notify FocusPoint of the change by phone prior to initial departure on a trip. The qualifying residence address declared during the enrollment period MUST be the primary residence of the Member and occupied no less than nine (9) months out of every calendar year. Member MUST be able to provide reasonable proof of the "Residence Address" on record if requested by FocusPoint. Failure to provide reasonable proof of residence may result in revocation, cancellation, or rescission of the Membership.

2.2 **Expatriate Exception:** Members required to work outside of their Home Country for a continuous period lasting longer than thirty (30) days are defined as an Expatriate. The qualifying residence address for an Expatriate Member will be defined as the Residence Address of the Member's Home Country, not the residence address where an Expatriate Member is deployed. FocusPoint will provide an exception to the "proof of residence" requirement defined above for the Expatriate Member. Expatriate CAP Members are therefore eligible to receive assistance for covered crisis events within their country of deployment.

## 3. MEMBERSHIP FEES AND PAYMENT.

3.1 Membership Fee. The Membership Fee for the Services provided shall be [\$] per year for [insert number] of memberships (equal to [\$] per membership) payable in United States currency. Additional CAP Memberships may be purchased at [\$] per membership during the initial membership term.

3.2 Method of Payment. Upon the execution of this Agreement, Member agrees that it shall pay for the membership via wire, ACH or approved credit card.

## 4. MEMBERSHIP TERMS AND CONDITIONS.

4.1 Subject to the limitations identified herein, the term of a CAP membership commences on the effective start date selected by the Member during the enrollment process. A membership year starts on the Effective Date and ends on the first anniversary year of the Effective Date.

4.2 To be eligible for CAP services, the effective start date must be prior to the Member's initial departure from his or her Residence Address. Short-term memberships require a ten (10) day minimum purchase. Short-term memberships are offered at 10, 30, 45, 60, 90, 120 and 180 day memberships.

**REGARDLESS OF THE EFFECTIVE START DATE SELECTED BY THE MEMBER, CAP MEMBERSHIPS ARE VALID ONLY WHEN THE MEMBERSHIP FEE IS COLLECTED. A MEMBERSHIP IS NOT VALID IF THE MEMBERSHIP FEE PAYMENT IS DECLINED, RETURNED, OR OTHERWISE UNPAID. IN SUCH A CASE, THE EFFECTIVE START DATE SHALL BE THE DATE THE MEMBERSHIP FEE IS SUCCESSFULLY COLLECTED. MEMBERSHIP FEES ARE NON-REFUNDABLE.**

4.3 FocusPoint reserves the right to revoke, rescind, or cancel any membership or refuse any renewal at FocusPoint's sole discretion. Should FocusPoint exercise its right to revoke, rescind, or cancel a CAP membership, FocusPoint shall refund the Member a portion of the membership fee prorated based on the remaining term of the membership.

4.4 All CAP membership enrollment data must include accurate information in order to ensure program eligibility. Any false or inaccurate information that would affect a Member's eligibility for CAP membership is grounds for revocation, cancellation, or rescission of the Membership.

4.5 CAP Membership fees are subject to adjustment annually on the anniversary date and MUST be agreed upon by the Member prior to renewal of said Membership. CAP Memberships that don't adjust will automatically renew and the Member will be charged 30 days prior to the expiration date. At any time prior to the charge date, the Member(s) may opt out of automatic renewal by providing FocusPoint with a 30 day written notice, requesting cancellation.

## 5. CONFIDENTIALITY.

5.1 Confidential Information. Each Party acknowledges that during this Agreement, situations may arise which require that they be given access to Confidential Information owned by the other Party. The Receiving Party of the Confidential Information recognizes that the Disclosing Party has an interest in maintaining the confidentiality of such Confidential Information. The Receiving Party shall not, during the term of this Agreement and for 3 years after the termination of this Agreement disclose any Confidential Information of the Disclosing Party to any third party or use any Confidential Information for its benefit or for the benefit of any third party except as permitted herein or to further the purposes of this Agreement. The Receiving Party shall take reasonable precautions to maintain the confidentiality of all Confidential Information, and in no case lesser precautions that Receiving Party takes with its own similar Confidential Information. Upon termination of this Agreement for any reason, each Party shall immediately return or destroy all Confidential Information of the other Party in its possession or control.

## 6. LIMITATION OF LIABILITY.

6.1 IN NO EVENT SHALL FOCUSPOINT, FOCUSPOINT'S OFFICERS, EMPLOYEES, DIRECTORS, MANAGERS, SHAREHOLDERS, AGENTS, LEGAL COUNSEL, ACCOUNTANTS, GUARANTORS OR FOCUSPOINT CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL LOSS OR DAMAGES WHATSOEVER AS A RESULT OF ANY ACTION OR OMISSION BY FOCUSPOINT OR ANY FOCUSPOINT CONTACTOR, INCLUDING, WITHOUT LIMITATION, ANY PRODUCTS AND SERVICES DESCRIBED. MEMBER ACKNOWLEDGES THAT RECEIVING THE SERVICES DESCRIBED IN THIS AGREEMENT AND/OR THE CAP RULES & REGULATIONS MAY BE EXTREMELY RISKY, AND AGREES TO HOLD FOCUSPOINT HARMLESS FOR ANY LOSS OR DAMAGES. FOCUSPOINT'S MAXIMUM LIABILITY FOR ANY TYPE OF DAMAGES OR LOSS SHALL BE LIMITED TO THE CAP MEMBER'S MEMBERSHIP FEE.

## 7. INDEMNITY.

7.1 Member agrees to indemnify, save and hold harmless FocusPoint and its officers, employees, directors, managers, shareholders, agents, legal counsel, accountants and guarantors from and against any and all fines, demands, costs, losses, liabilities, damages, lawsuits, actions, deficiencies, claims, taxes and expenses (whether or not arising out of third- party claims) including, without limitation, interest, penalties, reasonable attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing incurred in connection with or arising out of or resulting from Member's actions or the actions of any of such Member's agents or independent contractors. FocusPoint shall be subrogated to all of Member's rights of recovery against any party for loss, to the extent payment and/or the costs therefore are made or incurred by FocusPoint and regardless of whether Member is made whole. Member hereby acknowledges the foregoing subrogation rights and agrees to execute such further and other documents as FocusPoint may reasonably request in order to evidence such subrogation rights, whether before or after services are performed. Without limiting the generality of the foregoing, FocusPoint shall be entitled to enforce all rights it has or otherwise would have had against such party, and/or to recover directly from Member from any amounts received and/or due from such party. It is further agreed that all costs and expenses incurred by FocusPoint in performing the services shall conclusively be deemed to be reasonable.

## 8. GENERAL RELEASE.

8.1 Each Member, for himself/herself, and on behalf of any person who uses the benefits available through CAP ("Member Beneficiary"), hereby forever releases, acquits and discharges FocusPoint from any and all liabilities, claims, demands, actions and causes of action that such Member or such Member's legal representatives may have by reason of any monetary damage or personal injury sustained as a result of or during the use of any and all benefits available through CAP. The sole recourse available to the Member, the Member Beneficiary or their legal representatives shall be the cancellation of the Membership and this Agreement.

## 9. FORCE MAJEURE.

9.1 FocusPoint acknowledges and accepts the fact that a key benefit of the CAP Membership is the response to acts of violence and terrorism and agrees to make every attempt to respond to the needs of CAP Members in a timely fashion. However, where FocusPoint is unable, wholly or in part, by reason of force majeure, to carry out any obligations under this Agreement, that obligation is suspended so far as it is affected by force majeure during the continuance thereof. In this Agreement, "force majeure" means an act of God, strike, lockout, terrorist acts or other interference with work, war declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, network failures, error in the coding of electronic files, software limitations, or inability to obtain telecommunications services, governmental or quasi-governmental restraint expropriation prohibition intervention direction or embargo, unavailability or delay in availability of equipment or transport, inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licenses authorities or allocations, and any other cause whether of the kind specified above or otherwise which is not reasonably within the control of FocusPoint.

## 10. GENERAL.

10.1 Controlling Law, Arbitration and Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any dispute arising between Member and FocusPoint will be submitted to arbitration in the State of Nevada in accordance with the rules of the American Arbitration Association then in effect. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

10.2 Fraudulent Activity. Any fraud, misrepresentation, omission or concealment in the statements and/or actions made by a Member in requesting services may render the Member ineligible to receive services from FocusPoint, at FocusPoint's sole discretion, including but not limited to, knowingly purchasing a CAP membership when a crisis event has already begun or is imminent or when any other membership exclusion exists. All items and services shall be forfeited and FocusPoint shall be entitled to reimbursement, including attorney's fees, for any services provided based on such statements and/or actions.

10.3 General Exclusions and Prior Approval. FocusPoint shall not be under any obligation to provide any items or services not explicitly set forth herein.

10.4 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by Member. This Agreement shall be binding upon and inure to the benefit of FocusPoint and the Member as well as their respective permitted assigns and successors in interest.

10.5 Headings. The headings used in this Agreement are for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

10.6 Amendment. FocusPoint may amend this Agreement without notice to Member which shall be effective immediately upon providing notice to Member.

10.7 Entire Agreement. This Agreement, along with its Exhibit A, constitutes the complete and exclusive agreement between the Parties pertaining to the subject matter hereof, and supersedes in their entirety any and all written or oral agreements previously existing between the Parties with respect to such subject matter.

10.8 Notices. Any notice permitted or required by this Agreement shall be sent by certified mail with return receipt requested to the Parties at the following respective addresses that are listed in the signature line below.

10.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the date specified below.

**Client / Member**

By: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

**FocusPoint International, Inc.**

By: \_\_\_\_\_

It's: \_\_\_\_\_

Dated: \_\_\_\_\_

## EXHIBIT A

# CAP MEMBERSHIP PROGRAM

## Rules & Regulations

THE RULES AND REGULATIONS CONTAINED IN THIS MEMBERSHIP PROGRAM GOVERN FOCUSPOINT INTERNATIONAL'S PROVISION OF TRAVEL ASSISTANCE SERVICES UNDER THE CRISIS ASSISTANCE PLUS™ (HEREINAFTER REFERRED TO AS "CAP") MEMBERSHIP PROGRAM. THEREFORE, IT IS IMPORTANT THAT YOU READ THE RULES AND REGULATIONS CAREFULLY AND KEEP THEM WITH YOUR TRAVEL PAPERS IN ORDER TO FULLY UNDERSTAND FOCUSPOINT'S SERVICES AND HOW TO PROPERLY ACCESS THEM.

NOTE: CAP IS A CRISIS ASSISTANCE MEMBERSHIP PROGRAM, NOT AN INSURANCE POLICY. FOCUSPOINT DOES NOT AND WILL NOT REIMBURSE OR INDEMNIFY MEMBERS FOR EXPENSES INCURRED BY A MEMBER.

IF YOU HAVE ANY QUESTIONS REGARDING THE CAP MEMBERSHIP PROGRAM, PLEASE CONTACT FOCUSPOINT INTERNATIONAL AT +1 866 340 8569 OR EMAIL US AT [CAP@WWFOCUS.COM](mailto:CAP@WWFOCUS.COM).

SHOULD A CRISIS OR THE NEED FOR ANY OTHER PROTECTED ASSISTANCE OCCUR DURING TRAVEL OR IF ONE IS BELIEVED TO HAVE OCCURRED, CAP CRISIS CONSULTANTS MUST BE CONTACTED AT THE FOLLOWING TELEPHONE NUMBER:

**24 Hour Crisis Response Center (CRC) Hotline +1 619 717 8549**

IN ALL COMMUNICATIONS, THE CAP MEMBERSHIP NUMBER ISSUED UPON ACTIVATION OF THE MEMBERSHIP MUST BE AVAILABLE TO CONFIRM ACTIVE MEMBERSHIP AND ELIGIBILITY FOR RESPONSE

### DESCRIPTION OF CRISIS ASSISTANCE SERVICES

Crisis Assistance Plus™ (CAP) is a travel assistance membership program powered by FocusPoint International, Inc. CAP members are provided a number of benefits (listed below) and assistance for a wide range of crises (further defined herein) that directly impacts or has the potential to impact a member during a period of travel. CAP Membership benefits include:

- 24/7 Assistance Hotline
- Emergency Message Transmission
- Legal Referrals
- Medical & Dental Referrals
- Lost Document Advice & Assistance
- Access to Interpreters
- Country Risk Ratings & Summaries
- Response to Violent Crime
- Response to Political Threats
- Response to Terrorism
- Response to Kidnap for Ransom
- Response to Blackmail or Extortion
- Response to Wrongful Detention
- Response to Hi-Jacking
- Response to Disappearance
- Response to Natural Disasters
- Medical Assistance Services

## DESCRIPTION OF MEDICAL ASSISTANCE SERVICES

CAP members that elect to add Medical Assistance Services are provided additional benefits (listed below) and assistance for a wide range of medical needs that directly impacts or has the potential to impact a member during a period of travel. CAP Membership Medical Assistance benefits include:

- Emergency Relocation
- Medically Necessary Repatriation
- Repatriation of Mortal Remains
- Medical and Dental Referrals
- Advance of Emergency Medical Expenses
- Medical Monitoring
- Translation Services
- Emergency Message Relay
- Cash Advance
- Visit of a Family Member or Friend
- Return of Dependent Children
- Transport Escort
- Coordination/Assistance with Medical Payments
- Advance of Payment of Expenses pertaining to Emergency Transportation Services

During the term of the membership, CAP members enjoy on-demand access to a dedicated 24/7 Crisis Response Center (CRC) Hotline; where they can receive advice, and (if necessary as determined by FocusPoint), coordinated in-country response services to provide assistance to the CAP member(s) directly impacted by the covered crisis event.

## DEFINITIONS

### **Crisis**

For the purposes of this membership program, a crisis means any decisive, unstable or crucial time resulting from an unforeseen event, which has directly caused or has the potential to cause serious bodily harm, detention or death to a CAP Member. Any Crisis or Crises arising out of, based upon, or attributable to related, continuous or repeated events shall be considered to be a single crisis for the purposes of this membership program.

### **Violent Crime**

Any act or threat of violence to a CAP Member, which causes, or is likely to cause, death or serious bodily injury.

### **Political Threat**

The threat of action designed to influence the government or an international governmental organization or to intimidate the public, or a section of the public; made for the purposes of advancing a political, religious, racial or ideological cause.

### **Terrorism**

Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.



## **Hi-Jack**

Hi-Jack means the illegal holding under duress for a period in excess of six hours of a CAP Member while travelling on an airplane, vehicle or watercraft.

## **Disappearance**

Disappearance means the complete and unexpected loss of contact during a period of travel for a period in excess of 48 hours.

## **Blackmail & Extortion**

For the purposes of this membership program, Blackmail and Extortion means the making of illegal threats specifically to a CAP Member to:

1. Kill, Injure or Abduct a CAP Member
2. Damage Property
3. Disseminate, Divulge or use Trade Secrets

By persons who then demand a payment as a condition of not carrying out such threats.

## **Wrongful Detention**

Wrongful Detention means the involuntary confinement of a CAP Member by any person(s) acting as agents of or with the tacit approval of any government or governmental entity, or acting or purporting to act on behalf of any insurgent party, organization or group.

## **Kidnap for Ransom**

Kidnapping means any event or connected series of events of seizing, detaining or carrying away by force or subterfuge of one or more CAP Member(s) by any third party for the purpose of demanding a Ransom.

## **Natural Disasters**

Any event or force of nature that has catastrophic consequences and causes great damages and the potential to cause a crisis to a CAP member. This means an avalanche, landslide, earthquake, flood, forest or bush fire, cyclone, hurricane, tornado, tsunami, volcanic eruption or other similar natural events that give rise to a crisis if noted and agreed by FocusPoint.

## **Period of Travel**

For Medical Assistance Services: From the time the CAP Member travels over 100 miles/160 kilometers of permanent residence or usual place of business of the CAP Member or leaves the port or airport in the country of his/her home or place of business for the purpose of traveling to a foreign country, whichever the earlier, to the time of return to the port or airport in the country of his/her home or place of business or 100 miles/160 kilometers of permanent residence or usual place of business of the CAP Member, whichever the later, not to exceed 90 days.

For all other Crisis Assistance Services: From the time the CAP Member travels over 150 miles/241 kilometers of permanent residence or usual place of business of the CAP Member or leaves the port or airport in the country of his/her home or place of business for the purpose of traveling to a foreign country, whichever the earlier, to the time of return to the port or airport in the country of his/her home or place of business or 100 miles/160 kilometers of permanent residence or usual place of business of the CAP Member, whichever the later, not to exceed 90 days.

## **Emergency Relocation**

FocusPoint will arrange the medical transportation of a CAP Member in the event of a medical emergency. Said transportation will be performed under medical supervision and shall be to the nearest medical facility capable of providing adequate care. As part of a medical transportation, FocusPoint will make all necessary arrangements for ground or air transportation to and from the hospital, as well as pre-admission arrangements, where possible, at the receiving hospital. FocusPoint will arrange for a medical escort(s) to accompany the CAP Member if medically necessary.

## **Medically Necessary Repatriation**

Following an illness or accident requiring a CAP Member to obtain medical treatment, FocusPoint shall arrange, if medically necessary, transportation for the CAP Member from the facility where he or she is receiving medical treatment to the hospital of choice, subject to the availability of space, in his or her primary place of residence for further medical treatment or recovery. As part of a medical repatriation, FocusPoint will make all necessary arrangements for ground transportation to and from the hospital, as well as pre-admission arrangements, where possible, at the receiving hospital. FocusPoint will arrange for a medical escort(s) to accompany the CAP Member if medically necessary.

## **Repatriation of Mortal Remains**

If a CAP Member dies while traveling, FocusPoint will arrange all necessary government authorization, including the cost of any embalming, all necessary documentation, a container suitable for transport, and the means of transportation of the remains, to the CAP Member's Usual Country of Residence.

## **Medical and Dental Referrals**

FocusPoint provides names, addresses and telephone numbers of physicians, dentists, hospitals and clinics in the area the CAP Member is traveling. Upon request, FocusPoint will attempt to confirm the availability of the provider, ascertain payments that a CAP Member will be required to pay and make an appointment for a CAP Member with the CAP Member's chosen medical provider. In a serious medical emergency, it is advisable that the CAP Member try to arrange for immediate emergency help first through local sources and then call FocusPoint.

## **Advance of Emergency Medical Expenses**

FocusPoint will advance on-site emergency inpatient medical expenses within a reasonable timeframe to the CAP Member upon Satisfactory Guarantee of Payment from the CAP Member or CAP Member Company. "Satisfactory Guarantee of Payment" means the ability to debit a CAP Member's Company or CAP Member's or a CAP Member's friend or relative's valid credit or debit card or other financial account or vehicle where applicable by local law for the amount required to provide a service.

## **Medical Monitoring**

When notified of a CAP Member's medical emergency resulting from an accident or sickness, FocusPoint multilingual staff will attempt to contact the CAP Member and the CAP Member's local attending medical personnel to attempt to obtain a full understanding of the CAP Member's situation and to monitor the CAP Member's condition. FocusPoint will continue to monitor the CAP Member's condition and FocusPoint will remain in communication with the CAP Member's family until the CAP Member's medical emergency is resolved.

## **Translation Services**

FocusPoint will provide translation in all major languages via telephone.

### **Emergency Message Relay**

FocusPoint will attempt to transmit an urgent message for a CAP Member to the CAP Member's family, friends and/or business associates. Messages can be retained for CAP Members for up to 15 days after the conclusion of the case.

### **Cash Advance**

FocusPoint will advance emergency funds within a reasonable timeframe to a CAP Member upon receipt of a Satisfactory Guarantee of Payment by the said CAP Member. Any fees associated with transfer or delivery of funds are the responsibility of the CAP Member.

### **Visit of a Family Member or Friend**

If a CAP Member is or will be hospitalized while traveling for a period in excess of 3 days or is in a critical condition, FocusPoint will arrange the transportation of one family member or friend designated by the CAP Member from the person's home to the place where the CAP Member is hospitalized.

### **Return of Dependent Children**

If a CAP Member is traveling with dependent children, and such dependent Children would be left unattended because of the hospitalization or death of the CAP Member, FocusPoint will arrange the return of such dependent children to the CAP Member's Usual Country of Residence. If necessary, FocusPoint will also arrange the transportation of a qualified attendant to accompany the dependent Children.

### **Transport Escort**

FocusPoint will arrange for one family member, companion or travel escort to accompany the CAP Member during an Emergency Evacuation or Medically Necessary Repatriation when possible.

### **Coordination/Assistance with Medical Payments**

FocusPoint can assist the CAP Member by coordinating notifications to medical insurers or managed care organizations, verifying policy enrollment, confirming medical benefits coverage, guaranteeing medical payments, assisting in the coordination of multiple insurance benefits, and handling claims paperwork flow. FocusPoint shall transfer medical claims questions to CAP Member's medical insurer.

### **Advance of Payment of Expenses Pertaining to Emergency Transportation Services**

FocusPoint shall pay for the necessary arrangements to provide the Emergency Transportation Services if they are covered under the CAP Member's insurance policy. If a Service is not covered under the CAP Member's insurance policy, FocusPoint will contact the CAP Member for written approval and will pay on the CAP Member's behalf only if authorized by the CAP Member.

## **CRISIS CONSULTATION & RESPONSE SERVICES**

Subject to the limitations on services described herein, CAP memberships include, at no additional cost, crisis consultation and (if necessary, as determined by FocusPoint) coordinated in-country response services during a period of travel.

With ALL crisis events defined herein, the goal of the assistance provided, is to get CAP members to safety and bring closure to a crisis event that impacts or has the potential to impact a CAP member during a period of travel. Crisis consultation and coordinated in-country response services for the crisis events defined herein may include, but are not limited to:

## **Violent Crime**

Advice and possible deployment of a crisis consultant to provide assistance in seeking safety, medical attention if needed, emergency message relay and coordination with law enforcement to investigate the crime committed against a CAP Member.

## **Political Threat**

Advice and possible deployment of a crisis consultant to provide assistance in seeking safety, deployment of additional crisis consultant(s) and security personnel to assist with sheltering in place and evacuation away from the impacted area.

## **Terrorism**

Advice and possible deployment of a crisis consultant to provide assistance in seeking safety, emergency message relay, medical attention if needed and the deployment of security personnel to ensure adequate security of a CAP Member directly impacted by a terrorist incident.

## **Hi-Jack**

Advice and possible deployment of a crisis consultant to coordinate with local law enforcement and/or government officials to affect the safe release of a CAP Member and bring resolution to the hi-jacking directly impacting a CAP Member.

## **Disappearance**

Advice and possible deployment of a crisis consultant to investigate the disappearance of a CAP Member with the goal of locating the CAP Member and returning said Member(s) to safety.

## **Blackmail & Extortion**

Advice and possible deployment of a crisis consultant to investigate and bring resolution to the blackmail or extortion threat directly impacting a CAP Member.

## **Wrongful Detention**

Advice and possible deployment of a crisis consultant to work towards the release of the CAP Member being wrongfully detained. Emergency message relay, legal referrals, limited legal expenses and interpreter if needed.

## **Kidnap for Ransom**

Advice and possible deployment of a crisis consultant to consult with the family of and/or the employer of a CAP Member that has been kidnapped for ransom to affect the safe release of said CAP Member.

PLEASE NOTE, BECAUSE CAP IS NOT AN INSURANCE POLICY, THE REIMBURSEMENT OF A RANSOM PAYMENT IS NOT AVAILABLE UNDER THE CAP MEMBERSHIP PROGRAM. HOWEVER, WITH THE EXCEPTION OF NO RANSOM REIMBURSEMENT, CAP MEMBERS ARE AFFORDED THE SAME LEVEL OF CASE MANAGEMENT CUSTOMARILY PROVIDED UNDER A SPECIALTY INSURANCE POLICY THAT COVERS KIDNAP FOR RANSOM RISK.

## **Natural Disasters**

Advice and possible deployment of crisis consultant(s), security personnel and transportation assets to assist a CAP Member directly impacted by a natural disaster as defined herein.

## **ADDITIONAL MEMBERSHIP BENEFITS**

CAP is a membership program and not an insurance plan; FocusPoint will not reimburse Members for expenses they incur on their own. FocusPoint will however, cover certain required and reasonable “additional costs” incurred by CAP Crisis Consultant(s) during the response to an eligible crisis event directly impacting a CAP Member during a period of travel. Necessary expenses needed to satisfy the requirements of the response service are subject to limitations further defined herein. Additional costs that may be required to affect a positive outcome to an eligible crisis event include:

- Emergency Political Evacuation Costs
- Legal Referrals and Fees
- Fees and expenses of an independent interpreter
- Costs of relocation travel and accommodation
- Fees for emergency medical care of a CAP member at or near the location of the crisis event
- Fees and expenses of security personnel temporarily deployed solely and directly for the purpose of protecting CAP members located in the country where a crisis event has occurred.

All costs associated with deploying CAP Crisis Consultant(s) to the impacted location to manage a required response are covered in the membership fee and not subject to the limitations under “additional costs”...e.g. airfare, visas, ground transportation, lodging, meals, etc.

## **MEMBERSHIPS**

FocusPoint provides crisis assistance during periods of travel to Members in short-term, annual and multi-year memberships. CAP memberships are subject to the terms and conditions set forth herein. CAP memberships are nontransferable and nonrefundable. By enrolling as a CAP Member, you accept and agree to the terms and conditions of membership.

## **MEMBERSHIP TERM**

Subject to the limitations identified herein, the term of a CAP membership commences on the effective start date selected by the Member during the enrollment process. A membership year starts on the effective date and ends on the first anniversary year of the effective date. To be eligible for CAP services, the effective start date must be prior to the Member’s initial departure from his or her Residence Address. Short-term memberships require a ten (10) day minimum purchase. Short-term memberships are offered at 10, 30, 45, 60, 90, 120 and 180-day memberships. Regardless of the effective start date selected by the Member, CAP membership is valid only when the membership fee is collected.

A membership is not valid if the membership fee payment is declined, returned, or otherwise unpaid. In such a case, the effective start date shall be the date the membership fee is successfully collected.

FocusPoint reserves the right to revoke, rescind, or cancel any membership or refuse any renewal at FocusPoint’s sole discretion.

Should FocusPoint exercise its right to revoke, rescind, or cancel a CAP membership, FocusPoint shall refund the Member a portion of the membership fee prorated based on the remaining term of the membership.

All CAP membership enrollment data must include accurate information in order to ensure program eligibility. Any false or inaccurate information that would affect a Member’s eligibility for CAP membership is grounds for revocation, cancellation, or rescission of the Membership.

## **SERVICES**

Subject to the limitations on services described herein, FocusPoint provides crisis assistance services to any Member traveling 150 miles or more away from his or her qualifying Residence Address, and medical assistance services to any Member traveling 100 miles or more away from his or her qualifying Residence. If a Member's Residence Address changes during the term of the membership, the Member must notify FocusPoint of the change by phone prior to initial departure on a trip.

The qualifying Residence Address declared during the enrollment period **MUST** be the primary residence of the CAP Member and occupied no less than nine (9) months out of every calendar year. CAP Members **MUST** be able to provide reasonable proof of the "Residence Address" on record if requested by FocusPoint. Failure to provide reasonable proof of residence may result in revocation, cancellation, or rescission of the Membership.

### **Expatriate Exception**

CAP Members required to work outside of their Home Country for a continuous period lasting longer than thirty (30) days are defined as an Expatriate under the terms and conditions of the CAP Membership Program.

A Member's Home Country is the country of the Member's Citizenship and/or qualifying Residence Address. The qualifying Residence Address for an Expatriate CAP Member will be defined as the Residence Address of the CAP Member's Home Country, not the Residence Address where an Expatriate CAP Member is deployed. FocusPoint will provide an exception to the "proof of residence" requirement defined above for Expatriate CAP Members. Expatriate CAP Members are therefore eligible to receive assistance for covered crisis events within their country of deployment.

## **LIMITATIONS ON SERVICES**

### **General Limitations on Services**

#### **Annual Memberships**

CAP Members enjoy unlimited 24/7 access to FocusPoint's dedicated Crisis Response Center (CRC) to receive advice on dealing with any one of the travel risks described herein. However, the deployment of CAP Crisis Consultants or Security Personnel and associated crisis assistance services are limited to two (2) separate physical responses per Membership Year. Each eligible physical response is limited to thirty (30) calendar days per qualified physical response, with the exception of a Terrorism response.

Crisis assistance in response to Terrorism is limited to ten (10) days per physical response and two (2) physical responses by CAP Crisis Consultants and/or Security Personnel per Membership Year.

Due to the high risk of sending personnel into countries where the United States Department of State has issued travel restrictions, physical response by CAP Crisis Consultants and/or Security Personnel may be delayed and/or subject to exclusion in these areas for safety reasons.

#### **CAP services are not available to a Member if and/or when:**

In respect of Wrongful Detention, any actual or alleged violation of the laws of the host country or a failure to maintain and possess duly authorized and issued required documents and visas occurs, unless FocusPoint determines that such allegations were intentionally false, fraudulent, and malicious and made solely to achieve a political propaganda or coercive effect upon or at the expense of the CAP Member(s);

A Kidnapping of a CAP Member by a Relative occurs or as a result of a domestic dispute;

A CAP Member has had kidnap insurance cancelled or declined in the past;

Any Kidnapping of a CAP Member who has been kidnapped in the past;

Any Kidnapping, Blackmail or Extortion of a CAP Member in their Permanent Country of Residence.

War, whether declared or not, between any of the following countries, namely, China, France, the United Kingdom, the Russian Federation and the United States of America, or War in Europe, whether declared or not, other than Civil war.

Any enforcement action by or on behalf of the United Nations, in which any of the countries stated above or any armed forces thereof are engaged.

Any response to a CAP Member determined to be illegally engaged in armed combat.

**This Membership Program does not cover:**

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.

Any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:

Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

The payment of a ransom.

Medical Assistance expenses caused directly indirectly by:

- Traveling against the advice of a physician;
- Traveling for the purpose of obtaining medical treatment;
- Pregnancy, childbirth, miscarriage, or abortion;
- Neuroses, psychoneuroses, psychopathies, or psychoses, or mental or emotional diseases or disorders of any type;
- Intentional self-inflicted injury or attempted suicide or the CAP Member being in a state of insanity;
- The CAP Member's deliberate exposure to exceptional danger (except in an attempt to save human life);
- The CAP Member riding or driving in any kind of race or endurance test; riding or being a passenger in any 2, 3, or 4 wheel mechanically powered motorcycle, quad, or scooter above 50cc; or traveling in any aircraft which is being used for crop-dusting, seeding, skywriting, racing, exploration, or any other purpose than transportation as a passenger; unless noted in Proposal Form and agreed in advance by FocusPoint;
- Hazardous sports or occupations unless noted in Proposal Form and agreed in advance by FocusPoint;
- The CAP Member being under the influence of alcohol or having taken drugs or narcotics, or any poison, chemical compound, gas, or fumes unless prescribed by a legally qualified physician or surgeon;
- Bodily Injury or Sickness occasioned by or occurring while the CAP Member is committing or attempting to commit a felony or to which a contributing cause was the CAP Member being engaged in an illegal activity;

- Dental treatment except as a result of accidental injury to sound natural teeth;
- Any non-emergency treatment or surgery, routine physical examinations, hearing aids, eyeglasses, or contact lenses;
- Curtailment or delayed return for other than covered reasons;
- Periods of Travel for longer than the maximum period shown in the Schedule;
- Travel within 100 miles/160 kilometers of permanent residence, unless in a foreign country;
- Any regular travel on a day-by-day or week-to-week basis and which has no business purpose;
- Bodily Injury or Sickness sustained while in any of the armed forces (land, sea, or air) of any country or international authority;
- In the event that the CAP Member elects to travel to locations which The United States Department of State, and/or the Foreign Office of Canada, and/or similar authority being the country where the CAP Member's home or headquarters is located (such authority to be agreed in advance prior to inception) advises against all travel;
- War or any act of war, whether war is declared or not, invasion, civil commotion, or riots of any kind;
- Any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatever nature directly or indirectly caused by or contributed to, by or arising from any of the following:
  - ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### **Maximum Medical Assistance Membership Benefit**

The following services are available to CAP Members during a Period of Travel not to exceed 90 days on any one trip:

- Emergency Relocation
- Medically Necessary Repatriation
- Repatriation of Mortal Remains
- Medical and Dental Referrals
- Advance of Emergency Medical Expenses
- Medical Monitoring
- Cash Advance
- Coordination/Assistance with Medical Payments
- Advance of Payment of Expenses pertaining to Emergency Transportation Services and Coordination/Assistance with Medical Payments

### **Up to \$1,000,000 USD any one event**

- Translation Services
- Emergency Message Relay
- Visit of a Family Member or Friend
- Return of Dependent Children
- Transportation Escort

### **Up to \$5,000 USD any one event**

### **Limitations on Additional Costs**

CAP is a membership program and not an insurance plan; FocusPoint will not reimburse Members for expenses they incur on their own. However, CAP memberships do include required and reasonable "additional costs" incurred by CAP Crisis Consultant(s) during the response to an eligible crisis event directly impacting a CAP Member during a period of travel.



Additional costs, as defined under “Additional Membership Benefits” that are necessary to satisfy the requirements of responding to an eligible crisis will be covered up to \$25,000 per CAP Member, per eligible response.

### **Evacuation Due to Political Threat & Natural Disasters**

Members must have proper documentation to evacuate from an area impacted by political violence and/or natural disasters. FocusPoint is not responsible for obtaining these documents in the event of an evacuation. If air transport is determined the best course of action by the CAP Crisis Consultant(s), the timeframe for transport is dependent on aircraft availability, required permits and visas for the respective countries and any other factors that may be beyond FocusPoint’s control. While FocusPoint makes every effort to accommodate its Members, due to limited space available on evacuation aircraft, the Member is limited to one small carry-on bag. In most cases, pets will not be allowed on evacuation aircraft. Members should be prepared to make alternative arrangements for pets during an evacuation due to political violence or natural disasters.

### **CHANGES**

FocusPoint reserves the right to change or amend the terms contained in these Rules and Regulations without prior notice. FocusPoint is solely responsible for the interpretation and application of the terms contained in the Rules and Regulations. All determinations by FocusPoint shall be final and conclusive.

### **CONSENT TO RECORD COMMUNICATIONS**

FocusPoint, at its discretion, may monitor or electronically record communications between its employees or designated representatives and you as a Member. By enrolling as a Member, you specifically authorize communications involving you and to which you are a party to be recorded and utilized for quality control or other purposes.

### **INTERPRETATION / CHOICE OF LAW / WAIVER OF JURY TRIAL / DAMAGES**

The interpretation of the Rules and Regulations is governed by the laws of the state of Ohio, and any dispute between you and FocusPoint shall be finally resolved by the Courts of the State of Ohio. FocusPoint and its Members agree to waive their right to trial by jury and agree to waive their right to punitive, exemplary, non-economic and consequential damages. FocusPoint and its Members’ right to recover damages at law are limited to contractual damages only. Damages recoverable by Members are limited to the return of membership fees paid.

### **ENTIRE AGREEMENT**

The Rules and Regulations, along with the CAP Membership Agreement and any amendments thereto constitute the entire agreement between FocusPoint and you as a Member with regard to the subject matter and supersede all previous understandings and agreements, whether oral or written. The terms of the Rules and Regulations may not be altered, varied, or modified in any way except as in writing by FocusPoint.

### **HOW TO CONTACT US**

CAP Members may call FocusPoint for assistance 24 hours a day, 365 days a year from around the world through FocusPoint’s CRC number +1 619 717 8549. FocusPoint’s corporate headquarters is located at 15830 Foltz Parkway, Strongsville, OH 44149.