Application for Political and Natural Disaster Evacuation Services

Administered by:

Worldwide Insurance Services, LLC

933 First Ave

King of Prussia, Pennsylvania 19406

<u>Legal Name of Program Sponsor</u>: The Texas A & M University System

Address: 301 Tarrow Street, 5th Floor

City, State & Zip Code: College Station, TX 77840

Phone No.: (979) 458-6330 Fax No.: (979) 458-6330

Contact for Administration & Eligibility:

Name & Title: Ellen Gerescher, Director

Phone No: (979) 458-6171

E-mail Address: egerescher@tamus.edu

Contact for Billing:

Name & Title: Sheri Meyer, Assistant Director

Phone No: (979) 458-6175

E-mail Address: s-meyer@tamus.edu

Contact for Evacuation Coordination:

Name & Title: Ellen Gerescher, Director

Phone No: (979) 458-6171

E-mail Address: egerescher@tamus.edu

The undersigned ("Program Sponsor") hereby agrees to participate in the Political and Natural Disaster Evacuation Services agreement between Drum Cussac Group Limited (DRUM) and Worldwide Insurance Services, LLC ("WIS").

WIS will provide Program Sponsor exclusively with front end, administrative, liaison services. DRUM will be solely responsible to Program Sponsor for all Global Security Assistance Services provided under this Agreement.

Both the provision of the WIS front end, administrative services and the DRUM Global Security Assistance Services will be in accordance with the terms and conditions set forth on this Application, the Administrative Service Agreement attached hereto as Exhibit "A" and the DRUM Description of Covered Services and Provision of Non-Covered Services attached as Exhibits "B" and "C" respectively, (collectively referred to as the "Program" or "Services Program"), and incorporated herein by reference.

Program Sponsor understands and affirms that WIS is strictly an administrative resource between DRUM and Program Sponsor, and as such, has no input, control, authority over, or liability for, DRUM'S professional or operational decisions. Discussion of any concerns about DRUM's decision whether or not to implement professional services is the responsibility of Program Sponsor and DRUM. If necessary, WIS shall act within its specified administrative capacity to expedite any discussion or resolution.

Effective Date: The Effective Date of this coverage is: 09/01/2020

Entitled Persons:

Directors, officers, employees, temporary employees, interns, consultants, voluntary workers and others working for or on behalf of the Program Sponsor and travelling companions whilst travelling outside of their usual country of residence for whom the Fees have been paid for Political and Natural Disaster Evacuation service.

Entitled Persons shall also include a spouse, domestic partner or dependent of any student, faculty and/or staff involved in any of the Programs listed above for whom fees have been paid.

Program Compensation.

In consideration for the Program, Program Sponsor agrees to pay WIS the Program Fee for DRUM services when accepting one of the following WIS medical benefit plans: GeoBlue Expat, GeoBlue Business Traveler, HTH Worldwide Study Abroad or similar WIS Blanket Accident & Sickness coverage. Fees will be:

Rate Per Member Per Month: \$0.87*

*The above rate includes coverage for medical and Political & Natural Disaster Evacuation Services

If Program Sponsor fails to provide payment of the Program Fee as noted in subsection 3a above, neither WIS, nor DRUM shall be obligated to provide any services hereunder.

Program Sponsor and WIS hereby agree to the terms set forth on this Application and as set forth in the Administrative Services Agreement, Description of DRUM Covered Services and Provision of Non-Covered Services, attached hereto.

This Services Program Agreement shall become binding between the undersigned Parties upon execution by Worldwide Insurance Services, LLC. (the "Effective Date").

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DocuSigned by:

Signed by Program Sponsor Organization – The Texas A&M University System



Ву:	Por
Name:	Billy Hamilton
Title:	Executive Vice Chancellor & CFO
Date:	9/1/2020 17:28:15 CDT

Signed by Worldwide Insurance Services, LLC

By: _	UL
Name:	William J. Sanchez
Title: _	General Counsel
Date:	9/3/2020

The agreement is signed with the current date, however, the agreement is effective 9/1/2020 and expires on 8/31/2021

Exhibit A

Front End Administrative Services Agreement (Services Agreement) For

Political and Natural Disaster Evacuation and Return of Deceased Remains

This Administrative Services Agreement is entered into by and between Program Sponsor and Worldwide Insurance Services, LLC (WIS) as of the Effective Date referenced in the Program Application. Program Sponsor and WIS also may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, WIS has agreed to act as the front end administrative liaison for Global Assistance Security Services which are being made available to Program Sponsor and its Entitled Persons by Drum Cussac Group Limited (DRUM). All Global Assistance Security Services are provided subject to the terms and conditions of this Administrative Services Agreement, Application, and Description of Covered Services, with Provision of Non-Covered Services (Exhibits A, B and C respectively), incorporated herein by reference as applicable, and collectively called the "Services Program or Program", and

WHEREAS, DRUM provides and controls all aspects of the Global Assistance Security Services in connection with the Program. The Services provided by DRUM are not supported by an insurance policy, but rather are subject to an indemnification contract between DRUM and its Insurer. Therefore, while the Program will cover the services in accordance with Exhibits "B" or "C", it is not an insured program, and

WHEREAS, Program Sponsor desires to purchase the Global Assistance Security Services in accordance with the terms and conditions set forth under the Services Program referenced above.

Now, therefore, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WIS and Program Sponsor agree as follows:

1. WIS Front End Services.

- a. Throughout the Term of this Services Agreement, WIS shall act solely as the front end administrative liaison between DRUM and Program Sponsor and/or Entitled Persons in connection with any questions or concerns regarding applicability of the Services Program.
- b. Program Sponsor acknowledges that WIS's role is strictly limited to its specified duties and that DRUM is the single provider of the Covered Services and has the sole, independent responsibility, authority and discretion as to coverage decisions and additional options under the Description of Covered Services or Provision of Non-covered Services.
- c. All calls from Entitled Persons and from Program Sponsor shall be directed initially to WIS. WIS shall take the appropriate action in its stated capacity, and under the proper circumstance this may include a warm transfer to DRUM.

2. Term and Termination.

- a. This Services Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year (the "Initial Term") unless earlier terminated by the Parties as set forth herein. Upon termination of the initial term, the terms of the Services Agreement shall be renegotiated for any subsequent Term.
- b. Either Party may terminate this Services Agreement immediately, upon providing written notice to the other of such termination, for cause, in the event of such other Party's material breach of the Services Agreement, provided that the non-breaching Party has first provided the breaching Party with notice of the breach and an opportunity of thirty (30) business days of receiving notice to cure the breach.
- c. Notwithstanding subsection "b" above, WIS may terminate this Services Agreement immediately upon: (a) the withdrawal, loss, suspension, limitation or restriction of any license(s), permit(s), registration(s), certification(s) or authority that may be required of DRUM in order to provide the Services in accordance with the terms and conditions set forth hereunder, in the Application, and in Exhibits "B" and "C", and/or DRUM's inability to fulfill its obligations to provide covered services or loss of its right to provide covered services.
- d. Either Party may terminate this Services Agreement immediately upon the bankruptcy, receivership, judicial administration, arrangement or assignment by or for the benefit of creditors, or dissolution of the other Party.

3. General.

- a. Entire Agreement. This Administrative Services Agreement (including Exhibits B, C and the Application) as the Services Program constitute the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.
- b. Modification of Agreement. The terms of this Services Agreement can be modified only by a written agreement between the Parties hereto.

- c. Indemnification. Each Party to this Agreement shall, in the case of Program Sponsor to the extent authorized under Texas law, indemnify, defend and hold the other Party, its parent, subsidiary and affiliates, and their respective directors, officers, and employees, harmless from and against any and all claims, suits, actions, proceedings or liabilities of any kind, including reasonable attorney fees, and expenses, arising out of its wrongful conduct, omission or fault of its Agents, Employees or Members. The obligations to indemnify, defend and hold harmless will not apply to the extent the indemnified Party was responsible for giving rise to the matter upon which the indemnification claim is based, or unless the indemnified Party promptly notifies the indemnifying Party of any matters where indemnity may apply and, where Program Sponsor is the indemnified Party subject to the consent of the Attorney General of the State of Texas, gives the indemnifying Party full opportunity to control the response thereto and the defense thereof, including any agreement of settlement, and cooperates fully with the indemnifying Party, at the indemnifying Part's cost, in the defense or settlement thereof.
- d. Third Party Referral. Notwithstanding anything to the contrary above, and to the extent permitted by applicable law, Program Sponsor, its Agents, Employees and Entitled Members, waive all claims against WIS for any loss resulting from any act or omission of any third party service provider who is referred to Program Sponsor by WIS unless such claim is due to WIS's gross negligence, omissions or willful misconduct.
- e. Consequential Damages. In no event shall WIS be liable for any loss of profits, incidental, special, consequential, or indirect loss, damages, costs, charges, fees or expenses, including without limitation, loss of revenue, loss of business, or loss of use.
- f. Total Liability. In no event shall WIS's Liability to Program Sponsor or any Entitled Person out of or in connection with this Agreement exceed in the aggregate the total fees paid by Program sponsor as specified on the Application hereunder.
- g. Independent Contractor. WIS is providing services to Program Sponsor as an independent contractor. Nothing herein shall be construed to create any further relationship between the parties or to authorize either Party to act as agent or employee for the other Party, or to permit either Party to enter into any agreement or otherwise incur any obligation on behalf of the other Party, except as may otherwise be expressly provided in this Services Agreement.
- h. Succession and Assignment. This Services Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Neither Party may assign either this Services Agreement or any of his or its rights, interests, or obligations hereunder, unless it is to a parent company, subsidiary or affiliate, without the prior written approval of the other (which approval shall not be unreasonably withheld).
- Counterparts. This Services Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
- j. Headings. The section headings contained in this Services Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Services Agreement.

- k. Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given when it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth on the Application and the Receipt is returned. Any Party also may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth.
- I. Amendments and Waivers. No amendment of any provision of this Services Agreement shall be valid unless the same shall be in writing and signed by both Parties hereto. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way.
- m. Severability. Any term or provision of this Services Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.
- n. Certification as to Contracts with Companies Boycotting Israel. If this Services Agreement has a value of \$100,000 or more and if WIS is a company, other than a sole proprietorship, with ten or more fulltime employees, then pursuant to Texas Government Code§ 2270.002, WIS certifies that WIS does not boycott Israel and will not boycott Israel during the term of this Services Agreement. For purposes of this provision, "company" and "boycott Israel" have the meanings provided in Texas Government Code § 808.001.
- Certification as to Business with Certain Countries and Organizations. Pursuant to Chapter 2252, Texas Government Code, WIS certifies that WIS is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Program Sponsor may terminate this Services Agreement if this certification is inaccurate.
- p. Conflict of Interest. WIS and each person signing on behalf of WIS certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of Program Sponsor or Program Sponsor's Board of Regents, nor any employee or person whose salary is payable in whole or in part by Program Sponsor, has direct or indirect financial interest in the award of this Services Agreement, or in the services to which this Services Agreement relates, or in any of the profits, real or potential, thereof.
- q. Debts or Delinquencies. Pursuant to Section 2252.903, Texas Government Code, any payments owing to WIS under this Services Agreement may be applied directly toward certain debts or

- delinquencies that WIS owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- r. Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires the following statement: "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- s. Disputes. WIS shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by WIS that cannot be resolved in the ordinary course of business. WIS shall submit written notice of a claim of breach of contract under this chapter to Program Sponsor's designated official, who will examine WIS's claim and any counterclaim and negotiate with WIS in an effort to resolve the claim.
- t. Public Information. WIS acknowledges that Program Sponsor is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Services Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Program Sponsor's written request, WIS shall provide specified public information exchanged or created under this Services Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to Program Sponsor in a non-proprietary format acceptable to Program Sponsor. As used in this provision, "public information" has the meaning assigned in Section 552.002, Texas Government Code, but only includes information to which Program Sponsor has a right of access. WIS acknowledges that Program Sponsor may be required to post a copy of the fully executed Services Agreement on Program Sponsor's website in compliance with Section 2261.253(a)(I),Texas Government Code.
- u. Certification as to Contracts Related to Persons Involved in Human Trafficking. Pursuant to Section 2155.0061, Texas Government Code, WIS certifies that WIS is not ineligible to enter into this Services Agreement due to financial participation by a person who, during the five-year period preceding the date of this Services Agreement, has been convicted of any offense related to the direct support or promotion of human trafficking, and acknowledges that Program Sponsor may terminate this Services Agreement and withhold payment if this certification is inaccurate.
- v. Not Eligible for Rehire. WIS shall ensure that its employees performing services under this Services Agreement have not been designated by Program Sponsor as Not Eligible for Rehire as defined in Program Sponsor Policy 32.02, Section 4.
- w. Incorporation of Exhibits. The Exhibits identified in this Services Agreement are incorporated herein by reference and made a part hereof.

- x. Authority. Both Parties hereto represent and warrant to each other that:
 - i. no further approval (corporate or otherwise) from it is necessary for this Services Agreement to become effective,
 - ii. they each have the legal power, authority, and right to enter into and perform its obligations under this Services Agreement, their execution of, delivery of and performance under this Services Agreement shall not constitute a violation of any oral or written agreement to which it is a party or by which it is bound, and they shall be entitled to rely, without investigation or inquiry, upon any written or oral information or communication of each other's respective employees or its agents

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date referenced above.

Properation Street - The Texas A&M University System

BEDCDB89EA78479...

By: Billy Hamilton

Title: Executive Vice Chancellor & CFO

Date: 9/2/2020 | 12:08:00 CDT

Worldwide Insurance Services, LLC

By: William J. Sanchez

Title: General Counsel

Date: 9/3/2020

The agreement is signed with the current date, however, the agreement is effective 9/1/2020 and expires on 8/31/2021

Exhibit B

Description of Covered Services

- 1. Where a Triggering Event occurs in a Host Country, DRUM will at all times and subject to the terms of this Agreement, use best endeavors to arrange the evacuation and repatriation, including accommodation, transportation and food, for each Entitled Person affected by the Triggering Event who is on a Visit outside his or her Home Country at the time of the Triggering Event described below as follows:
 - a. Political or Military Situation Evacuation or Natural Disaster Evacuation -- DRUM will use best endeavors to arrange for Evacuation of Entitled Person(s) where a Political or Military Situation Triggering Event occurs in any Entitled Person's Host Country. DRUM shall arrange, at its cost, for the Entitled Person's transportation to the nearest safe location, then to the Entitled Person's Home Country or Country of Permanent Residence, as chosen by the Entitled Person with the agreement of DRUM.
 - b. Return of Deceased Remains DRUM will use all reasonable endeavors to arrange for the Return of Deceased Remains to the Entitled Persons(s) Home Country if the Entitled Person(s) die(s) during a Triggering Event.

DRUM will arrange transportation only at economy fares unless unavailable or manifestly impractical.

- c. Safe Haven. If an Entitled Person requires Evacuation following a Triggering Event, and needs to be moved to a Safe Haven, DRUM shall provide up to ten (10) days' meals and lodging in reasonable accommodation where an Entitled Person is delayed at a safe departure point. DRUM shall also provide air travel of a reasonable standard to return the Entitled Person to his/her Home Country, chosen by the Entitled Person, with Agreement by DRUM, from the Safe Haven following a Natural Disaster or Political Evacuation. For the avoidance of doubt, it shall always be reasonable for DRUM to determine that accommodation at a Safe Haven and air travel cost from a Safe Haven to a Home Country or otherwise as previously designated is not reasonable where the combined cost of both arranged for the same Entitled Person exceeds \$15,000 USD. Any such determination of DRUM shall be final and binding on the parties.
- d. If the Entitled Person(s) are able to leave their Host Country by normal means, DRUM will assist the Entitled Persons in rebooking flights or other transportation. Arranging non-emergency transportation is the Entitled Person's responsibility and cost, and the Services shall apply only to Triggering Events that take place in a Host Country.

2. Obligations of the Program Sponsor/Entitled Person(s)

- a. The Entitled Person, or the Program Sponsor, must advise WIS Services or DRUM immediately of any situation of which they have knowledge that may give rise to a Triggering Event affecting an Entitled Person or as soon as reasonably possible thereafter. If WIS Services or DRUM is not contacted immediately in accordance with this clause, the obligation to assist the Entitled Person will cease.
- b. The Entitled Person and/or the Program Sponsor must provide DRUM with all assistance and information requested in a timely manner.
- c. The Entitled Person and/or Program Sponsor must follow DRUM's advice at all times. Any costs incurred by the Entitled Person by failing to follow DRUM's advice will not be recoverable by the Program Sponsor or the Entitled Person.
- d. Where an Entitled Person is entitled to any refund on unused tickets or returnable deposits or advanced payments (a "Refund"), the Entitled Person must pay that Refund to DRUM.
- e. The Entitled Person must maintain and possess duly authorized and issued required immigration, work, residence or similar visas or permits or other relevant documentation for each country where the Entitled Person is on a Visit.
- f. The Entitled Person and/or the Program Sponsor must not make or attempt to make any material arrangements without DRUM's agreement.
- g. The Entitled Person shall take all reasonable and necessary steps to ensure that the existence of these Services remain confidential.
- h. The Entitled Person must not take part in any political activity or operations of any security or armed forces unless notified to and agreed to in writing by DRUM.
- i. Once Drum has been notified of a Triggering Event, and Drum starts to make material arrangements regarding the Evacuation, the Program Sponsor and Entitled Person are under an obligation to accept the Evacuation arrangements at that time or as reasonably practicable or within 5 days prior to the Evacuation time as arranged by Drum, if the Evacuation arrangements are rejected by the Program Sponsor or Entitled Person at that time then Drum is under no obligation to Evacuate the Entitled Person under the terms of the Agreement but may do so as a Discretionary Service.
- j. The Program Sponsor acknowledges that DRUM shall not be obliged to provide any Services arising from an event attributable to or in connection with any breach of the obligations set out in this clause 2.

3. Triggering Event - Services will be provided when:

- a formal recommendation is issued by an Appropriate Authority that categories of persons including Entitled Person(s) should leave the Host Country due to the Political or Military Situation;
- b. an Entitled Person is being expelled or declared persona non grata on the written authority of the recognized government of the Host Country;

- a Natural Disaster occurs within an Entitled Person's Host Country (as determined by DRUM
 in accordance with the Entitled Person's Host Country and/or Home Country Appropriate
 Authorities) to the extent that the Entitled Person must be Evacuated from the Host
 Country; or
- d. the Political or Military Situation in the relevant Host Country creates a situation which an Entitled Person is in danger of imminent Bodily Harm (as determined by DRUM in accordance with the Entitled Person's Host Country and/or Home Country Appropriate Authorities) to the extent that the Entitled Person must be Evacuated from the Host Country.
- a. In the event of a Preemptive Evacuation DRUM agrees to reimburse the Reasonable
 Expenses incurred as if an Emergency Political Evacuation had been triggered at the time of
 the removal of Entitled Persons.

Any planned movements of Entitled Persons occurring within the period from the date that the first Entitled Person is removed at the Program Sponsor's request, under a Preemptive Evacuation, to the date that the Emergency Political Evacuation is subsequently triggered, will not be eligible for reimbursement.

4. General Limitations

- a. DRUM shall not be obliged to carry out services where the DRUM considers that it will not be able to complete its provision of the services within 60 days of the Triggering Event.
- b. DRUM shall not be obliged to provide the services where it is not able to assist the Entitled Person without breaching any applicable law or regulation or where assisting the Entitled Person would expose DRUM to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- c. DRUM shall not be obliged to provide the services where:
 - The Triggering Event results from a debt insolvency, commercial failure, the repossession of any property by any title holder or lien holder, or any other financial cause (whether affecting the Program Sponsor or an Entitled Person);
 - The Entitled Person is located in their Home Country. For purposes of this subsection Home Country shall be defined as an Entitled Person's country of citizenship or country of permanent residence;
 - iii. They relate to a Visit where the relevant Triggering Event has taken place or is reasonably likely to take place prior to the start date of that Visit; unless the evacuation Advisory has been withdrawn and any Triggering Event in the Host Country has ceased for a period of 14 days or more so that the situation under which the Entitled Person was in danger of imminent serious bodily Harm has ceased or the location in the Host Country is no longer Uninhabitable;

- iv. The Triggering Event preceded the Entitled Person's arrival in the Host Country by more than eighteen (18) hours when such individual was already in route to a Host Country;
- v. An Entitled Person's Home Country intervenes and provides for Evacuation of that Entitled Person;
- vi. The Triggering Event results from an actual or alleged violation of the laws of the Host Country by the Entitled Person, unless DRUM determines that such allegations were intentionally false, fraudulent and malicious and made solely and directly to achieve a political, propaganda or coercive effect upon or at the expense of the Entitled Person;
- vii. DRUM is inhibited in its ability to provide the Services due to the Political or Military Situation, nuclear accident, interference by authorities or for any other reason without placing its employees or agents in a circumstance that may result in serious Bodily Harm or in DRUM breaching any law or regulation; or
- viii. If the Program Sponsor or an Entitled Person behaves fraudulently or makes any misrepresentation to, or fails to disclose a material fact to DRUM, DRUM shall not be obliged to perform the Services.
- d. DRUM retains at its sole discretion the right to limit each Entitled Person to one Evacuation per Triggering Event.
- e. The cost to DRUM will not exceed:
 - i. USD \$100,000 for assisting an Entitled Person;
 - ii. USD \$5,000,000 for assisting an Entitled Person, together with the aggregate cost to DRUM of meeting its other obligations under Agreement between DRUM and WIS Services in relation to the relevant Triggering Event.
 - iii. USD 10,000 for the Return of Deceased Remains; or
 - iv. USD \$10,000,000 for assisting the Entitled Person, together with the aggregate cost of meeting its other obligations under Agreement between DRUM and WIS Services in relation to any relevant Triggering Events in the preceding 12 month period.

5. Definitions:

- a. Appropriate Authorities means officials or the embassy of an Entitled Person's Home Country or the appropriate Authority of the Entitled Person's Host Country.
- b. Bodily Harm means physical injury to an Entitled Person caused solely and directly by violent means.
- c. Discretionary Service –means a service that DRUM shall not have the obligation to cover or be responsible for any costs or expenses arising from the event, but shall nonetheless, at its sole discretion, provide service according to a subsequent separate agreement between DRUM and the Program Sponsor and/or the Entitled Person.
- d. Entitled Person (or "Member") as defined in the application.

- e. Evacuation The transportation of any Entitled Person from the Host Country to the nearest, reasonable place of safety, and then to the Entitled Person's Home Country as soon as practicable and in accordance with the terms of the Services. An Evacuation in which one or a group of more than one Entitled Person (s) is evacuated shall be considered a single Evacuation (and "Evacuate" and "Evacuated" shall be construed accordingly).
- f. Home Country for the purposes of Evacuation means:
 - i. The Entitled Persons country of permanent residence; or
 - ii. Where the Program Sponsor that sponsored the Entitled Persons travel is located; or
 - iii. Back to the country in which the Entitled Person was traveling during the Program Sponsor's program, from the place of safety or in transit, if DRUM deems appropriate; or
 - iv. To another program location of the Program Sponsor.
- g. Home Country for all other purposes other than Evacuation means the Entitled Person's country of citizenship or country of permanent residence.
- h. Host Country means the Country in which the Entitled Person is visiting. The following US Territories and Possessions may be considered a Host Country: American Samoa, Guam, Marshall Islands, Micronesia, Northern Mariana Islands, Palau, Puerto Rico, US Virgin Islands, Wake Island, Baker, Howland, Jarvis, and Midway Islands, Johnston (and Palmyra Atolls) and Kingman Reef, Navassa Island, and Swains Islands.
 - Host Country shall include Corporate Client (Non-US resident or citizen) travelling in the United States of America being 50 States and Washington DC.
- i. Host Country National means an individual based or traveling for business in their Home Country at the time of a covered event, and who has been approved by Drum.
- j. Inbound Student means a full-time international student, practical training student, visiting faculty, scholar or other person possessing and maintain a current passport and valid visa status (F-1, J-1 or M-1, etc.) engaged in education activities at a University within the 50 states of the United States of America (and any participating State Community College), and is temporarily located outside of their home country and has not been granted permanent residency status.
 - A student that is registered as a matriculating student for classes at University inside the 50 states of the United States (and any participating State Community College). Inbound international students must meet the criteria established, published, and updated from time to time by the Student and Exchange Visitor Program administered by the Department of U.S. Immigration and Customs Enforcement.
 - All students are domiciled in the 50 states of United States of America. Political & Natural Disaster Evacuation Services is included for these members. It is understood for inbounds that coverage is only while resident in the 50 states of the United States of America and does not travel with them if they should travel outside the United States of America.
- k. Natural Disaster An event of natural occurrence, being an earthquake, volcanic eruption, tsunami, snow, rain, hail, lightning, flood, wind, windborne dust or sand, wildfire, or similar

- event, that results in widespread and severe physical damage to property such that the government of the Host Country issues an official disaster declaration and determines the affected area to be Uninhabitable. In no event shall a Natural Disaster be deemed to apply to a marine vessel, ship or watercraft of any kind.
- I. Period of Coverage Means, in relation to an Entitled Person, the period in relation to which the fees have been paid for that Entitled Person.
- m. Political or Military Situation Means war, civil war, civil unrest, rebellion, riot, military uprising or labor disturbances or strike leading to civil unrest, strike, or a nuclear, biological or chemical occurrence caused by terrorism.
- n. Preemptive Evacuation is defined as a situation where:
 - i. the Program Sponsor has decided to arrange the removal of Entitled Persons from a Host Country prior to an Emergency Political Evacuation being triggered; and
 - ii. within the period 5 days from the date that the first Entitled Person is removed, an Emergency Political Evacuation is subsequently triggered in that Host Country.
- Program Sponsor US universities, colleges and educational institutions who have elected these
 Political and Natural Disaster Evacuation services and have paid the requisite fees; or US
 corporations, partnerships and charities who have elected these Political and Natural Disaster
 Evacuation services and have paid the requisite fees.
- p. Return of Deceased Remains means the return of an Entitled Person to his or her Home Country in the event of their death as a result of Bodily Harm occurring as a result of Political and Military Events and/or a Natural Disaster.
- q. Safe Haven means a location where an Entitled Person is taken during an evacuation as an interim step to being transported to their Home Country, where he or she is protected from immediate harm or danger and from where there is a reasonable expectation that commercial air transportation or other appropriate transportation will be available within ten (10) days of arrival to fully evacuate that Person to his or her Home Country or Country of Residence
- r. Triggering Event -- means, in relation to any Host Country, Evacuation being necessitated by:
 - i. a formal recommendation issued by an Appropriate Authority that categories of persons including Entitled Person(s) should leave the Host Country due to the Political or Military Situation; or
 - ii. an Entitled Person being expelled or declared persona non grata on the written authority of the recognized government of the Host Country; or
 - iii. a Natural Disaster occurring within an Entitled Person's Host Country (as determined by DRUM in accordance with the Entitled Person's Host Country and/or Home Country Appropriate Authorities) to the extent that the Entitled Person must be Evacuated from the Host Country; or
 - iv. the Political or Military Situation in the relevant Host Country creating a situation in which an Entitled Person is in danger of imminent Bodily Harm (as determined by DRUM in accordance with the Entitled Person's Host Country and/or Home Country

Appropriate Authorities) to the extent that the Entitled Person must be Evacuated from the Host Country.

- s. Uninhabitable means the relevant Host Country is deemed unfit for residence, as determined by DRUM in accordance with the authorities of an Entitled Person's Home Country or Host Country, due to a lack of habitable shelter, food, heat and/or drinking water and no suitable accessible alternative housing being available within ten miles of the Entitled Person's location.
- t. Visit means a visit undertaken by an Entitled Person not exceeding 12 months in duration (unless otherwise agreed by DRUM) to a Host Country outside their Home Country (and "Visiting" shall be construed accordingly).

War - means armed conflict between nations, invasion, act of an enemy foreign to the nationality of the Entitled Person or the country in, or over, which the act occurs, civil war, riot, rebellion, insurrection, revolution, overthrow of the legally constituted government, explosions of war weapons, release of weapons of mass destruction that do not involve an explosive sequence, murder or assault subsequently proved in a legally constituted court to have been the act of agents foreign to the nationality of the Entitled Person whether war be declared with that state or not

Exhibit C

Provision of Non-covered Services

There may be circumstances wherein the Program Sponsor may ask for evacuation assistance services (Services) that DRUM is not obligated to provide under Description of Covered Services, Exhibit B.

Under this circumstance:

- 1. DRUM's Security Personnel will formulate a plan of action ("Master Service Information Travel and Response Services Agreement" or the "Plan") which will include detailed logistics, such as travel itineraries, methods of transportation and costs for an evacuation. DRUM will be responsible for making all Services arrangements, including air or other chosen means of transportation.
- 2. Following Plan review by Program Sponsor, WIS will facilitate a call between DRUM and the Program Sponsor to discuss the Plan. Program Sponsor agrees that DRUM is the sole provider of any requested Services and has the sole, independent responsibility, authority and discretion for implementation.
- 3. Program Sponsor also acknowledges WIS's roll hereunder is strictly limited to acting as a front end administrative customer service liaison with DRUM, and WIS has no authority to authorize DRUM to proceed with any evacuation activity or to approve any expenses connected to an evacuation hereunder. Such decisions are solely the responsibility of DRUM and the Program Sponsor.
- 4. If the Program Sponsor is in agreement with the Plan, DRUM will directly provide the Program Sponsor (with copy to WIS) with the formal agreement as referenced in #1 above.
- 5. Program Sponsor will indicate final approval of the Plan by submitting a signed original and any payment requirements directly to DRUM with copy to WIS. If the evacuation requires additional Services not included in the original Plan, DRUM will submit a written Amendment directly to the Program Sponsor (with copy to WIS), detailing the added Services, which must be signed by Program Sponsor, and along with any payment requirements, returned directly to DRUM including copy to WIS. Under no circumstance shall WIS have any responsibility for any fees payable to DRUM in connection with the Services provided.
- 6. Unless otherwise agreed by DRUM and Program Sponsor in writing, Services and additional Services will not commence without a signed, formal, written Plan.
- 7. DRUM will update Program Sponsor and copy WIS (copy to WIS strictly for quality assurance purposes) with any schedule and logistical variations until the evacuation is complete.