

PREPAID MEDICAL SERVICE CONTRACT FOR MEDISMART (3-101-675402 S.A.) CLIENTS

I PARTIES TO THE CONTRACT

This contract is entered into by and between 3-101-675402 SOCIEDAD ANONIMA, (hereinafter referred to as "MEDISMART"), represented herein by its general unlimited proxy, Mrs. MARCELA PORRAS DIAZ, of legal age, married one time, a business administrator by trade, a resident of San Ramón de Tres Ríos, national identification card number 3-0314-0983, registered and in good standing according to the Corporate Department of the National Registry, as corporate identification number 3-101-675402 represented herein by the undersigned and as the other party Solano Morales Karen, of legal age, divorced, a resident of Cartago, El Guarco, Tejar, national identification card number 303580805 (hereinafter referred to as the MEMBER) in conformity with the following statements and clauses in this Contract.

II. GENERAL CONTRACT CONDITIONS

MEDISMART is a prepaid medical service provider for all its MEMBERS and their FAMILY MEMBER who have been authorized so they may voluntarily acquire this program called the **"PREPAID MEDICAL PLAN"** based on the regulations and restrictions detailed in this **CONTRACT**, and in the **"MEMBERSHIP APPLICATION,"** which is an integral part of this contract. **This program is regulated by the Ministry of the Economy, Industry, and Commerce (MEIC based on its acronym in Spanish) through permit # DAC-DPVM-RE-029-2015** and is not an insurance product regulated by the General Insurance Superintendency (SUGESE based on its acronym in Spanish). Consumer rights are protected by the Law on the Promotion of Competition and Effective Consumer Defense, No. 7472, and its bylaws. The prepaid medical service benefits are exclusively for the MEMBER and the MEMBER's AUTHORIZED FAMILY MEMBERS according to the conditions agreed to in the MEMBERSHIP APPLICATION and may be used 24 hours after the plan has been acquired and the first payment has been made, which is the period of time that MEDISMART will take to activate the account in the system. The contract term for this PREPAID MEDICAL PLAN is monthly and will take effect when the contract is signed and the first payment is made. The term may be extended automatically by the MEMBER by making the different payments so long as MEDISMART is willing to continue providing the service. Payment is due monthly and failure to make the payment will automatically disable the benefits until the MEMBER has brought the payment current.

MEDISMART has the authority to decide whether to continue the service without a new MEMBERSHIP APPLICATION. The MEMBER may terminate this service at any time by providing at least two months of notification, during which time the MEMBER must make the pertinent payments based on the acquired plan in dollars. After the plan has been canceled, the MEMBER may apply again as a MEMBER or FAMILY MEMBER of a MEMBER up to one year after the cancellation. The decision to cancel the plan early must be communicated in writing and delivered to the MEDISMART branch located on the first floor of the Metropolitan Hospital Medical Tower or to the offices located 100 meters east and 100 meters north of the southeast corner of La Católica Hospital in Montelimar de Guadalupe, San José, Costa Rica. The PREPAID MEDICAL PLAN services will be provided through hospitals or health professionals affiliated with the PROVIDER NETWORK that MEDISMART will make available to its members. MEDISMART will make the information about this network available to the MEMBER at webpage www.medismart.net. These providers meet the

conditions required to care for patients and are legally registered and authorized by the pertinent authorities to freely exercise their profession or the service. In addition, they have the different civil and professional liability insurance policies so they are directly liable for their own actions and the services provided.

III. DEFINITIONS

For the purposes of this CONTRACT and the PREPAID MEDICAL PLAN, the following definitions are provided:

a) MEMBER: A member is an individual or company that is affiliated with any of the versions of the "PREPAID MEDICAL PLAN."

b) PRIMARY MEDICAL CARE: For certain specialties, depending on the contract in the MEMBERSHIP APPLICATION, the Member or Family Member may request an appointment directly with the Medical Specialist for some specialties. For other specialties, MEDISMART will require that the first appointment be with a General Practitioner in the NETWORK, who will authorize and refer the patient to an authorized specialist in the plan, if necessary, because the illness is beyond the scope of a General Practitioner.

c) FAMILY MEMBERS: The family members that the MEMBER may include in the PREPAID MEDICAL PLAN will depend on the possibilities provided in the plan (as spouse, minor children, unmarried individuals who live with the member, parents, siblings, and/or grandchildren) and are the beneficiaries that are indicated on the MEMBERSHIP APPLICATION. The plan includes a pre-established number of beneficiaries for each package and allows more beneficiaries to be signed up at an additional monthly cost included in the MEMBERSHIP APPLICATION per person with a maximum limit as stipulated in the MEMBERSHIP APPLICATION.

d) EXTERNAL CONSULTATION: This includes medical care for the MEMBERS and/or their FAMILY MEMBERS using General Practitioners, Dentists, and Medical Specialists for the specialties included in the plan that was acquired by the MEMBER through the MEDISMART MEDICAL NETWORK.

e) DESK STUDIES: These are medical studies that are required as part of the medical requirements to diagnose a condition and may also be called laboratory studies, x-rays, ultrasound, mammograms, pathology, and any other term that the physician may need that are covered depending on the plan found in the contract.

f) PLAN COST: The plan costs \$12 monthly for the MEMBER and \$6 for each additional FAMILY MEMBER, including the standard types of coverage established in the MEMBERSHIP APPLICATION. The different types of coverage apply for the MEMBER and the authorized FAMILY MEMBERS. The MEMBER may add more beneficiaries by paying an additional \$6 each month per additional FAMILY MEMBER or the equivalent amount based on the current reference exchange rate set by the Central Bank.

g) MEMBERSHIP APPLICATION: This is a document that specifies the Prepaid Medical Plan features for the contract entered by the MEMBER with MEDISMART and which is an integral part of this document.

h) UNLIMITED USE: The MEMBERSHIP APPLICATION will establish the conditions for unlimited use for the different services set forth in the plan, which means that the client is not restricted any condition related to the number of times that the service may be used. An exception is hospital room use, which covers a maximum number of events per year for each MEMBER and the beneficiaries.

IV. INCLUDED SERVICES

This program consists of a Prepaid Medical service by a monthly payment that gives the right to use the services that the Plan provides. The amount paid should never be taken as a loan or savings to be used in the stipulated services. Instead, the amount should be a membership payment that provides the right to receive the Plan benefits. The services established in this document, depending on the Plan procured in the MEMBERSHIP APPLICATION, may be limited as to the number of events each year or may be unlimited. The PREPAID MEDICAL PLAN may offer the following services to the MEMBER and the MEMBER's FAMILY MEMBERS:

- A) Appointments for External Consultations: MEDISMART will offer, depending on the Plan, External Consultation Medical or Medical Emergency appointments using General Practitioners, Medical Specialists, and Dentists. The MEMBER or the MEMBER's FAMILY MEMBERS will be liable for paying just a percentage of the appointment cost. The percentage will depend on the plan entered by the MEMBER on the MEMBERSHIP APPLICATION. If the professional is not a member of the MEDISMART network (see network and updates at www.medismart.net), the cost of the service must be paid in full by the MEMBER or the MEMBER's FAMILY MEMBER. If Primary Care is given prior to the care provided by a SPECIALIST, the assigned General Practitioner will authorize the client by calling the Call Center to make an appointment with the Specialist. MEDISMART reserves the right to choose the professional to provide the care in a medical or dental appointment. To make appointments, the MEMBER or the MEMBER's FAMILY MEMBER must contact the MEDISMART Customer Service Call Center at 2528-5400 or the number found on its webpage. All plan payments must be current. The Medical appointment will be made based on the availability of the Physicians, Healthcare Professionals, or Dentists in the NETWORK.
- B) Desk Studies: MEDISMART offers some Desk Studies as part of the Plan, which will be described in the MEMBERSHIP APPLICATION. The MEMBER or the MEMBER's FAMILY Member will only pay part of the study costs in the percentages defined for that plan in the Contract. Any expense for medication or clinical services that are not included in the plan and that the Physician requests in the consultation will be the responsibility of and paid by the MEMBER or the MEMBER's FAMILY MEMBER based on the condition that is diagnosed and to provide appropriate treatment.
- C) Dental Services: MEDISMART offers some dental services as part of the Plan depending on the plan in the contract. These services will be described in the MEMBERSHIP APPLICATION.
- D) Hospital Room: MEDISMART offers hospital room services as part of the Plan, depending on the plan in the contract. These services will be described in the MEMBERSHIP APPLICATION. The MEMBER or the MEMBER's FAMILY MEMBER will only pay part of the cost in the percentages defined for the plan in the contract. The room must be coordinated through the Customer Service Call Center to verify whether space is available and to reserve the space under the conditions that the Hospital establishes.
- E) 24-Hour Emergency Medical Care: Depending on the plan in the contract, the MEMBER or the MEMBER's FAMILY MEMBERS will receive a medical consultation by the General Practitioners located in the Emergency Room 24 hours per day.

V SERVICE PROVISION

If a MEMBER or a MEMBER's FAMILY MEMBER requires the included services, the following steps will be taken:

1. Call the MEDISMART Customer Service Call Center at telephone number 2528-5400.
2. Provide all the information necessary to the MEDISMART employee to be able to identify the MEMBER or the MEMBER's FAMILY MEMBER, including any other information that may be necessary to verify that the plan is active and to be able to coordinate the requested services, such as a telephone number to locate the MEMBER or the MEMBER's FAMILY MEMBER and a description of the type of service that is needed.
3. Once the indicated requirements have been met, MEDISMART will provide the requested services to which the MEMBER or the MEMBER's FAMILY MEMBER has a right in conformity with the terms and conditions in the plan in the Contract. If the MEMBER or the MEMBER's FAMILY MEMBER does not properly meet the indicated requirements, the service will not be coordinated. If the service is at night and the Call Center is not open, the MEMBER or the MEMBER's FAMILY MEMBER may go directly to the Hospital or the provider applicable to the ID.

The provider will check the MEDISMART system to be sure that the membership is active and payments are current to be able to apply the benefits. In some cases, the provider may collect the payment so the membership is current to be able to apply the benefit.

VI. MEMBER OBLIGATIONS

The MEMBER must provide and update all the pertinent information that is required by the PREPAID MEDICAL PLAN. THE MEMBER'S PLAN PAYMENTS MUST BE CURRENT FOR THE MEDISMART SERVICE.

The Member must make the monthly payment by the due date established in the MEMBERSHIP APPLICATION by processing an automatic charge on the card that the MEMBER has provided or by any other means that are provided. If the MEMBER makes the monthly payment late, MEDISMART will send an email to the MEMBER to the address that had been provided to remind the MEMBER that the monthly payment is late. MEDISMART may increase the payment amount due to any future taxes that are levied by Costa Rican law so MEDISMART receives the previously stipulated net amount.

VII. SERVICES NOT PROVIDED

MEDISMART will not provide the required services based on the situations that are described in this clause. Therefore, MEDISMART is exempt from any liability for failing to provide the services when they occur. The following situations, events, or causes will be exempt from providing the services in this CONTRACT:

- a) When the MEMBER or the MEMBER's FAMILY MEMBER does not identify themselves in the telephone call or does not provide accurate, timely information as required to properly handle the request.
- b) When the MEMBER or the MEMBER's FAMILY MEMBER goes to physicians that are not members of the MEDISMART network or when, even though they are member physicians, the appointment had not been coordinated by the MEDISMART Customer Service Call Center except for EMERGENCY services that are not provided in the daytime.
- c) When the provider does not have the infrastructure available to be able to provide the services in the PREPAID MEDICAL PLAN.
- d) When the MEMBER or the MEMBER's FAMILY MEMBER has procured medical services on their own without MEDISMART's consent.
- e) When the situation involves an incident beyond the human and/or material capacity of the providers affiliated with the Network.

- f) When the MEMBER's service payments are not current.
- g) When the MEMBER or MEMBER's FAMILY MEMBER has exceeded the annual limit for events for the service for: g.1. Hospital room whose maximum usage is two nights per year and g.2. Use of the Operating Room which has a maximum usage of two times per year.
- h) The service is personal and nontransferable such that the service will not be provided to any party or individual who is not the MEMBER or the MEMBER's AUTHORIZED FAMILY MEMBER.
- i) When it is impossible for MEDISMART or its providers to provide the services due to force majeure or acts of God.

VIII. MEMBER ACCEPTANCE

To join this Prepaid Medical Plan, the MEMBER must understand and accept the conditions and limitations in this program in advance as stipulated in this contract and the MEMBERSHIP APPLICATION. MEDISMART will not intervene or be responsible whatsoever for any shortcomings, problems, or discussions that occur between external providers and any MEMBER or any of the MEMBER's FAMILY MEMBERS in relation to any dispute about the service in the contract. These conflicts must be settled by the parties. If that is not possible, they must be taken to an Alternate Conflict Resolution Court (RAC based on this acronym in Spanish) or to the pertinent judicial venue. The monthly payment set on the MEMBERSHIP APPLICATION implies unconditional acceptance by the MEMBER of this CONTRACT and that the MEMBER has reviewed and accepted the CONTRACT. The monthly payment may be changed at any time by MEDISMART after MEDISMART has notified the MEMBER of the new monthly payment so the MEMBER may decide whether to accept the change or to extend the plan with the new payment. If the MEMBER does not accept the change, the service will be terminated with no penalty. The MEMBER hereby expressly authorizes MEDISMART to use the MEMBER's information to send voice messages, text messages, or email with information about the services, new services that are going to be provided, promotions that may be of interest, etc. If the MEMBER passes away, the AUTHORIZED FAMILY MEMBERS may continue using the services until the end of the month that was paid. If the MEMBER has paid for several months in advance, said FAMILY MEMBERS may continue to use the plan for the number of months that the MEMBER has paid for in advance.

If the AUTHORIZED FAMILY MEMBERS would like to continue using the Plan services, they must fill out a new MEMBERSHIP APPLICATION and Contract in their own name(s).

IX. ALTERNATIVE CONFLICT RESOLUTION

If any conflict arises between the parties, the first option will be for the parties to seek a solution through direct negotiations through the reconciliation process that the MEIC has developed. If the reconciliation process has ended and no satisfactory agreement has been reached for all the parties, the second option is an arbitration process to be carried out at the International Center for Reconciliation and Arbitration of the Costa Rican-North American Chamber of Commerce ("CICA" based on its acronym in Spanish), to whose standards and regulations in effect at the time of the conflict the parties unconditionally submit themselves. The Arbitration Panel is made up of three members who will be legally determined. The International Center for Reconciliation and Arbitration of the Costa Rican-North American Chamber of Commerce ("CICA") is the institution in charge of administering the arbitration process. Likewise, it is hereby established that the costs of the proceeding will be borne by the losing party. In addition, reconciliation via the MEIC is hereby established as the first option since the reconciliation process is so onerous.

IN WITNESS WHEREOF, the parties to this Prepaid Medical Service Contract have set their hands hereunto or have accepted it verbally in a recording that will be saved on the company's server as a reference. Said recording is the equivalent of a signature by the MEMBER according to the expansion of authorization by the Ministry of the Economy, Industry, and Commerce in authorization # DAC-DPVM-RE-029-2015, where the call is recorded as a mechanism for finalizing this contract