

AGREEMENT 001232A

THIS AGREEMENT is made on 1st July 2006 **BETWEEN:**

Visa International Service Association, a Delaware Corporation with its principal place of business at 900 Metro Centre Boulevard, Foster City, California 94404, USA having a branch office in the United Kingdom under number BR0012590 of 1 Sheldon Square, London, W2 6TT (hereinafter referred to as 'Client').

and

International SOS Assistance (UK) Ltd, a company incorporated in England, United Kingdom and having its address at 6th Floor, Landmark House, Hammersmith Bridge Road, London W6 9DP, United Kingdom (hereinafter referred to as 'SOS').

WHEREAS:

The Client wishes to provide its Cardholders with SOS assistance services.

SOS' main activities are providing 24-hour assistance services and other related emergency services.

SOS has entered into an agreement with the Client whereby SOS will provide the Services to Cardholders under the SOS programme.

Now, therefore, in consideration of the above premises and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

- 1.1 **"Accident"** shall mean any sudden or unexpected, external and violent event, which may befall the Cardholder/s, other than any intentionally self-inflicted injury/illness or any attempt at suicide.
- 1.2 **"Authorised Person"** shall mean the representative or any person; designated by the Client in writing as the person to act on behalf of the Client or the Cardholder for the purposes described in this Agreement.
- 1.3 **"Cardholder"** shall mean Consumer Cardholder and Commercial Cardholder collectively holding a payment card issued by a Member.
- 1.4 **"CEMEA Region"** refers to the geographical region as defined by the Client comprising of the countries listed in Annexure III of this Agreement.
- 1.5 **"Colleague"** shall mean any business associate, client, guest, friend or other person as the Cardholder wishes, up to a maximum of three people, travelling with the Cardholder on a Journey.
- 1.6 **"Commercial Cardholder"** shall mean any person carrying a valid Commercial Business or Corporate payment card issued by the Member; including any of his/her Colleagues who is travelling on a temporary Journey from his/her Principle Country of Residence with pre-assigned ticketing, and who has paid at least 50% of their tickets for travel using his/her said card.
- 1.7 **"Compulsory Inclusion"** shall mean the automatic provision of Services to the Cardholders where the Services are not offered on an optional basis. Cardholders do not have to apply for the Services, which are given to them at commencement date of the Agreement then in force, subject to the terms and conditions of this Agreement.

- 1.8 **"Consumer Cardholder"** shall mean any person carrying a valid Consumer Gold, Platinum or Infinite payment card issued by the Member; including any of his/her Family who is travelling on a temporary Journey from his/her Principle Country of Residence with pre-assigned ticketing, and who has paid at least 50% of their tickets for travel using his/her said card.
- 1.9 **"Family"** shall mean the Cardholder, spouse, unmarried children aged 18 or under, extended to 23 for children in full time education. Children shall include stepchildren and legally adopted children. Spouse shall include all legal wives and common law partners (including same sex partners) cohabiting at the same address for a continuous period of at least 1 year.
- 1.10 **"Illness"** shall mean any sudden and unexpected deterioration of health certified by a competent medical authority and agreed by a SOS Physician.
- 1.11 **"Journey"** shall mean the first 90 days of any trip outside the Cardholder's Principal Country of Residence falling within the period of the Agreement, where at least 50% of the tickets for travel have been paid by the Cardholder through the use of the Client's credit card. The Journey shall be deemed to have begun with the Cardholder's departure from home and shall have ended upon return to that home.
- 1.12 **"Limit of Indemnity"** refers to the maximum amount of third party expenses for which SOS shall be responsible in the provision of a Service to the Cardholder during any one event, subject to the terms and conditions as defined hereunder.
- 1.13 **"Member"** refers to a member bank of the Client within the CEMEA Region.
- 1.14 **"Principal Country of Residence"** shall mean that country in which the Cardholder/s has/have their permanent home and as shown on the Cardholder's passport. Immediate Family assumes the nationality of the Cardholder for the purposes of this Agreement. In the event of dual nationality, the Cardholder must elect only one nationality for the purposes of this Agreement and for the duration of this Agreement.
- 1.15 **"Serious Medical Condition"** refers to a condition which in the opinion of SOS Physician constitutes a serious medical emergency requiring urgent remedial treatment to avoid death or serious impairment to the Cardholder's immediate or long-term health prospects. The seriousness of the medical condition will be judged within the context of the Cardholder's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.
- 1.16 **"SOS Physician"** shall mean the physicians attached to the SOS alarm centres throughout the world.

ARTICLE 2

TERM AND TERMINATION

- 2.1 This Agreement shall commence from 1st July 2006 (the "Effective Date") and shall be in force for a period of 2 years until 30th June 2008 (the "Expiry Date"), subject to an annual review on fees.
- 2.2 After the first term expires, the Agreement will be automatically renewed for successive 1-year terms unless one party gives at least 6 months written notice to the other in advance of the Expiry Date or 6 months prior to the expiry of every anniversary year in which case this Agreement shall be terminated on the date of expiry of the Agreement. The fee for the renewal term shall be mutually agreed at least 60 days prior to renewal.
- 2.3 Notwithstanding the provisions of Articles 2.1 and 2.2, any party may immediately terminate this Agreement on written notice to the other party in the event that:

- a) the other party shall be in default in the performance or observance of any material covenants or provisions hereof and such party shall have failed to remedy such default or breach within 30 days after receiving written notice of such default or breach; or
- b) any material representation or warranty made by the other party is false or untrue when made; or
- c) the other party shall make a general assignment for the benefit of creditors or a resolution is passed or a petition is presented against the other party for liquidation, winding-up or dissolution or for the appointment of a liquidator, receiver, trustee, judicial manager or similar official of all or a substantial part of its assets or if execution or any form of action is levied or taken against any of its assets.

2.4 In the event of termination or expiry of this Agreement, both parties shall be relieved of all future liabilities as at the date of termination or expiry, whichever is applicable.

ARTICLE 3 AUTHORISATION

- 3.1 The Client hereby authorises and directs SOS to provide the Services to the Cardholders and SOS agrees to provide such Services to the Cardholder in accordance with the terms and conditions of this Agreement.
- 3.2 It is the Client's intention to include all the Cardholders as defined in Article 1.5 under this Agreement. During the term of this Agreement, the Client shall not enter into any contract with any other company offering Services in whole or in part similar to the SOS programme.

ARTICLE 4 GEOGRAPHICAL SCOPE OF SERVICES

- 4.1 The Services provided by SOS under this Agreement are rendered on a world-wide basis. SOS shall use its best endeavours to provide the Services. However, SOS shall not be required to provide such Services to Cardholders located in areas which represent war risks, political or other conditions such as to make such Services impossible or reasonably impracticable.

ARTICLE 5 SCOPE OF SERVICES

- 5.1 SOS shall maintain verified and updated information regarding service providers at all times. SOS shall review and update regularly its information regarding names, addresses, specialties, office hours and language proficiency. SOS shall instruct its agents to report newly obtained relevant information promptly upon its receipt, including information about the quality of services provided, new listings and updates of addresses and telephone numbers. In response to inquiries, Cardholders will be provided with the latest updated information on service providers and their services.
- 5.2 SOS shall make available English speaking coordinators for the Cardholders by telephone at its fully-manned Alarm Centre in London. Czech, Hungarian and Polish speaking coordinators for the Cardholders by telephone at its fully-manned Alarm Centre in Prague and Russian speaking coordinators for the Cardholders by telephone at its fully-manned Alarm Centre in Moscow 24 hours a day, 7 days a week.
- 5.3 When SOS has the information immediately available, SOS shall provide the Services, as appropriate, to the Cardholder while the Cardholder is on the telephone. In all other cases, SOS will provide the information to the Cardholder by the quickest possible means.

5.4 SOS shall, subject to the terms and conditions as defined hereunder, provide the following Services as listed in Annexure II of this Agreement to a Cardholder calling SOS.

ARTICLE 6 ELIGIBILITY

- 6.1 The Cardholder is eligible for Services when he/she travels outside their Principle Country of Residence.
- 6.2 The Cardholder is eligible for the SOS programme as defined by the Client and in accordance with the terms and conditions of the SOS programme or any other eligibility criteria set by the Client in writing.
- 6.3 The SOS programme shall be provided to the Cardholders as defined in Article 1.3 on a Compulsory Inclusion basis.

ARTICLE 7 LIMITS OF INDEMNITY

7.1 The Limits of Indemnity for SOS Services for any one Cardholder during any one event are described in Annexure I of this Agreement.

ARTICLE 8 COMMENCEMENT AND CESSATION OF SERVICES

- 8.1 All Cardholders included by the Client under the SOS programme are entitled to the Services from the Effective Date of the SOS programme or the date the Cardholder has been identified by the Client, whichever comes later. The provision of Services by SOS to the Cardholders is also subject to the appropriate fees having being paid by the Client.
- 8.2 The provision of Services to a Cardholder will cease automatically on the date SOS has received from the Client notification in writing of the deletion of the Cardholder or at the expiry date of this Agreement if renewal has not been made, whichever comes first.

ARTICLE 9 FEES AND REMUNERATION

- 9.1 In consideration of the Services to be provided hereunder, the following fees shall apply:
- (a) An annual fee per Cardholder shall be payable by the Client to SOS in accordance with the following scale:
- | Annual Number of Cardholders | Annual Fee per Single Cardholder |
|------------------------------|----------------------------------|
| 1,000,0001 – 1,800,000 | US\$0.08 |
| 1,800,001 – 2,500,000 | US\$0.07 |
| 2,500,001 and above | US\$0.06 |
- (b) The Client shall pay to SOS 25% of the Annual Fee per Single Cardholder quarterly in arrears based on the total number of Cardholders issued by the Members. Fees paid are not refundable.
- 9.2 In the event of the Cardholder requiring services for which the cost is not covered by International SOS, the Cardholder will be charged according to the prevailing International SOS Schedule of Fees.
- 9.3 All payments due to SOS shall be payable by the Client within 30 days from the day of receipt of the SOS invoice.

9.4 All fees payable by the Client are quoted net and do not include any taxes, levies, deductions or similar governmental charges, however, designated, which may be imposed by any jurisdiction, including without limitation, withholding tax, customs, privilege, excise, sales, use, goods and services, value added or property taxes. The Client shall pay all such taxes and SOS shall have the right to demand the same from the Client.

ARTICLE 10 CANCELLATION

10.1 If fraudulent means or devices are used by the Client and/or the Authorised Person, the SOS programme shall be cancelled immediately and all benefits thereunder forfeited.

If the fraudulent means or devices are used by the Cardholder or anyone acting on his/her behalf, the SOS programme for the concerned Cardholder shall be cancelled immediately and all benefits thereunder forfeited.

ARTICLE 11 SUBROGATION AND SUBSIDIARITY

11.1 It is noted and agreed that the primary purpose of this Agreement is the provision of assistance services by SOS.

11.2 SOS may at any time and at their own expense and without prejudice to this Agreement take proceedings in the name of the Cardholder to obtain compensation or secure an indemnity from any third party in respect of any loss or injury giving rise to the provision of Services under this Agreement.

ARTICLE 12 SUBSCRIBER'S OBLIGATIONS

12.1 The Client will provide SOS the Bank Identification Number (BIN) of the classes of cards enrolled under this Agreement. The Client will supply the name(s) of (a) Authorised Person(s) for any verification that may be required by SOS to assist in the validation of a claim under this Agreement.

ARTICLE 13 SERVICE LEVELS

13.1 SOS shall endeavour to comply with the Service Levels attached in Annexure IV. Should SOS fail to achieve the service standards in three consecutive months or for more than six months during any 12 month period, SOS shall remedy within 30 days or provide a written report to Visa providing solutions to improve the service levels which will include timescales for remedy.

ARTICLE 14 INDEMNITIES

14.1 Both parties agree to indemnify and save each other harmless from and against any claim, demand, action, cause of action, damage, loss, cost, liability or expense whatsoever incurred by the other party as a result of claims by third parties arising from any breach or non-fulfilment of any covenant or provision on the part of the defaulting party under this Agreement or any negligent or wilful act of the defaulting party or its officers, servants, agents or subcontractors.

14.2 SOS undertakes to exercise due care and diligence in the appointment and/or referral of any service provider to assist the Cardholder. Subject to the above-mentioned and provided that SOS shall be liable for any damage caused by its negligence or wilful default, SOS assumes no responsibility for

any advice given by any service provider and the Cardholder shall not have any recourse against SOS by reason of its referral of or contact with a service provider or other determination resulting there from.

14.3 SOS undertakes to exercise due care and diligence in the provision of Services to the Cardholders. Subject to the above-mentioned and provided that SOS shall only be liable for any damage caused by its negligence or wilful default, SOS assumes no liability for:

- (1) fraud committed by or misrepresentation made by the Cardholder or the Client and
- (2) any information or data given by a Cardholder or the Client (collectively called the "Events")

and the Client will indemnify and save SOS harmless from and against all claims, demands, actions, causes of actions, damages, losses, costs, liabilities or expenses whatsoever incurred by SOS as a result of claims arising from or connected with the Events.

The Client and the Cardholder shall not have any recourse against SOS for any indirect or consequential loss suffered by the Client and/or the Cardholder arising from the Services provided by SOS.

ARTICLE 15 WAIVER

15.1 The waiver by any party hereto of any performance or breach by the other party of any term or condition hereof shall not be deemed a waiver of any previous breach or subsequent performance or breach of such term or condition. No provision of this Agreement shall be deemed to have been waived or modified unless such waiver or modification shall be evidenced by a written instrument which is signed by all parties hereto and any such waiver or modification shall apply only to such terms or conditions expressly noted in said written instrument.

ARTICLE 16 ADVERTISING, MARKETING AND BUSINESS DEVELOPMENT

16.1 In principle, SOS shall be named as the service provider, subject to prior approval of SOS. SOS agrees that the Client may advertise and promote the Services as it deems appropriate and the Client is solely responsible for all advertising materials subject to SOS' approval of the description of the Services.

ARTICLE 17 REPRESENTATIONS

17.1 The Client represents that it has all the necessary power and legal right to offer the Services to its Cardholders in accordance with this Agreement and all applicable laws and regulations. SOS represents that it has all the necessary power and legal right to provide the Services to Cardholders in accordance with this Agreement and all applicable laws and regulations and the Services under this Agreement do not conflict with any federal, state or local statutes or regulations.

ARTICLE 18 CONFIDENTIALITY

18.1 The Client and SOS each acknowledges to the other that all the information, development processes, market research, systems development, market techniques, product improvement processes, programmes, methods, names of its agents and business networks, identifying information concerning service providers, compilations and Cardholder lists used or employed in connection with the SOS

programme are trade secrets and/or confidential and proprietary information of the Client and SOS, respectively.

However, the Client agrees that any personal information collected or held by SOS is provided and may be held, used and disclosed by SOS to third parties for the purposes of providing the Services.

ARTICLE 19 GOVERNING LAW

19.1 This Agreement shall be governed and construed in accordance with the laws of England and English Courts.

ARTICLE 20 ARBITRATION

20.1 If any dispute shall arise between the parties to this Agreement with reference to or in connection with any part of the Agreement as regards the construction, meaning or effect of any provision hereof as regards the obligations of the parties hereunder, and which cannot be settled by the parties, be referred to the arbitration of three Arbitrators.

One Arbitrator is to be selected by each party and the third, who will act as Chairman, by the two so selected. If either party refuses or neglects to appoint an Arbitrator within 30 days after the receipt of written notice from the other party requesting it to do so, the requesting party may nominate two Arbitrators who shall appoint the third. The total time for Arbitration will be 45 days.

The decision of a majority of the Arbitrators shall be final and binding on both parties. Each party shall bear the cost of its own Arbitrator and shall jointly and equally bear with the other party the expense of the third Arbitrator and the other expenses of the Arbitration.

Arbitration is the sole remedy for disputes so arising and any decision of the Arbitrators may be entered as a judgement in and enforceable by any court of competent jurisdiction. The place of any Arbitration will be London, England under the ICC Arbitration rules.

The parties shall use their reasonable endeavours to co-operate with the Arbitrators to resolve any dispute or agreement and for that purpose shall provide to them all such information and documentation as they may reasonably require.

ARTICLE 21 SUCCESSORS AND ASSIGNS

21.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

21.2 This Agreement may not be assigned by either party except with the prior written consent of the other party hereto, provided however that that either party may, upon written notice, assign this Agreement to its parent or a subsidiary or affiliate, without the consent of the other party, and further provided that the assignee company has the assets and facilities to carry out the party's obligation under this Agreement. Such consent shall not be unreasonably withheld.

ARTICLE 22 RELATIONSHIP

22.1 Neither party shall have nor represent that it has any right or authority to bind the other or to assume or create any obligation or responsibility expressed or implied on behalf of the other or in the name of the other unless provided in this Agreement.

ARTICLE 23 ENTIRE AGREEMENT

23.1 This Agreement and the Annexure constitute the entire Agreement between the parties hereto and supersedes all prior agreements and understandings, oral or written, by and between the parties hereto with respect to the subject matter hereof. This Agreement and schedule may only be changed by written instrument signed by both parties.

ARTICLE 24 NOTICES

24.1 Any notice or other writing required or permitted to be given under this Agreement (hereinafter called a "Notice") shall be sufficiently given if delivered by hand to the party to whom it is addressed or mailed by prepaid, registered airmail to such party at the address specified below, provided however, that in the event that normal mail deliveries are interrupted by weather or labour disturbances, the parties shall give notice by facsimile, telex or other written form of communication:

a) in the case of Notice to the Client:

Carol During
Consumer Solutions
Visa International (CEMEA)
PO Box 39662
London
W2 6WH
England

Tel: +44 20 7225 8119

Fax: +44 20 7225 8160

b) in the case of Notice to SOS:

International SOS Assistance (UK) Ltd
6th Floor, Landmark House
Hammersmith Bridge Road
London W6 9DP
England

Tel: +44 (0) 20 8762 8000

Fax: +44 (0) 20 8762 8591

or at such other address as the party to whom such Notice is to be given shall have last notified the party giving notice.

Any Notice delivered by hand to the party to whom it is addressed shall be deemed to have been given and received on the day of delivery.

Any Notice given by facsimile, telex or other written form of telecommunication shall be deemed to have been received on the business day following the date of transmission.

Any Notice mailed as aforesaid shall be deemed to have been given and received on the 5th business day following the date of its mailing.

**ARTICLE 25
SECTION AND OTHER HEADINGS**

25.1 The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or intention of this Agreement.

**ARTICLE 26
SEVERABILITY**

26.1 If any one or more provisions of this Agreement, or any part or parts thereof, should, for any reason, be found to be illegal, unenforceable or of no effect in any respect, the same shall be severed from this Agreement and the remaining provisions shall be valid and binding and shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date noted, by their duly authorised officers in that regard.

Signed by:

for and on behalf of: Visa International Service Association
Name:

Title:

Date:

Signed by:

for and on behalf of International SOS Assistance (UK) Ltd

Name: Nick Charles

Title: Managing Director - UK and Netherlands

Date:

**ANNEXURE I
SUMMARY OF BENEFITS**

Benefit No	Benefit	Benefit Limit Per Cardholder Per Event	Excess Per Cardholder Per Event
1	Emergency and Medical & Legal Referral Services	N/A	N/A

ANNEXURE II
BENEFIT 1 – EMERGENCY MEDICAL AND LEGAL REFERRAL SERVICES

I. Medical Services

(i) Telephone Medical Advice

If contacted, SOS will arrange for the provision of medical advice to the Cardholder over the telephone. It must be noted that a telephone conversation, even with the local attending physician, cannot establish diagnosis and must be treated as advice only.

(ii) Medical Service Provider Referral

SOS shall provide to the Cardholder, upon request, the name, address, telephone number and, if available, office hours of physicians, hospitals, clinics, dentists and dental clinics (collectively "Medical Service Providers"). SOS shall not be responsible for providing medical diagnosis or treatment. Although SOS shall make such referrals, it cannot guarantee the quality of the Medical Service Providers and the final selection of a Medical Service Provider shall be the decision of the Cardholder. SOS, however, will exercise care and diligence in selecting the Medical Service Providers.

(iii) Monitoring of Medical Condition During and After Hospitalisation

SOS will monitor the Cardholder's medical condition during and after hospitalisation, subject to any and all obligations in respect of confidentiality and relevant authorisation.

(iv) Delivery of Essential Medicine or Equipment

SOS will arrange to deliver to the Cardholder essential medicine, drugs, medical supplies or medical equipment that are necessary for a Cardholder's care and/or treatment but which are not available at the Cardholder's location. The delivery of such medicine, drugs and medical supplies will be subject to the laws and regulations applicable locally. SOS will not pay for the costs of such medicine, drugs or medical supplies and any delivery costs thereof.

(v) Despatch of Physician

In the event of an emergency where either the Cardholder cannot be adequately assessed by telephone for possible evacuation, or the Cardholder cannot be moved and the local medical treatment is unavailable, SOS will send an appropriate medical practitioner to the Cardholder. SOS will not pay for the costs of medical practitioner, consultation charges and any related costs thereof.

(vi) Guarantee of Hospital Admittance Deposit

SOS will guarantee or pay any required hospital admittance deposit on behalf of a Cardholder up to US\$2,500.00. The provision of financial guarantees is subject to SOS first securing payment from the Cardholder through his/her credit card or from funds from the Family.

(vii) Arrangement of Emergency Medical Evacuation

In the event of an Illness or Accident, SOS will arrange for the provision of air and/or surface transportation, medical care during transportation, communications and all usual ancillary services required to move the Cardholder to the nearest hospital where appropriate medical care is available.

SOS will arrange for the provision of appropriate communication and linguistic capabilities, mobile medical equipment and medical escort crew.

(viii) Arrangement of Emergency Medical Repatriation

SOS will arrange for the return of the Cardholder to the Principal Country of Residence following the Cardholder's Emergency Medical Evacuation and subsequent hospitalisation.

SOS will arrange for the provision of appropriate communication and linguistic capabilities, mobile medical equipment and medical escort crew.

(ix) Arrangement of Transportation of Mortal Remains

In the case of death of a Cardholder whilst abroad, SOS will assist with the necessary formalities and will arrange for the repatriation of the mortal remains to any location as may be selected by the Cardholder's legal personal representative.

(x) Arrangement of Transportation to join a Cardholder

SOS will arrange for round trip transportation for a person chosen by the Cardholder to join him/her if he/she has been hospitalised abroad.

(xi) Arrangement of Return of Children

If dependent children are left unattended as a result of a Cardholder's Accident or Illness, SOS will arrange the transportation for such children by common carrier to their normal place of residence. Qualified attendants will be provided when deemed appropriate by SOS.

The above Services [items (iv) to (xi)] are charged on a case by case basis. The provision of these chargeable Services is subject to SOS first securing payment from the Cardholder through his/her credit card or from funds from the Cardholder's Family.

II. Travel and General Services

(i) Inoculation and Visa Requirement Information

SOS shall provide information concerning visa and inoculation requirements for foreign countries, as those requirements are specified from time to time in the most current edition of World Health Organisation Publication "Vaccination Certificates Requirements and Health Advice for International Travel" (for inoculations) and the "ABC Guide to International Travel Information" (for visas). This information will be provided to the Cardholder at any time, whether or not the Cardholder is travelling or an emergency has occurred. SOS shall inform the Cardholder requesting such information that SOS is simply communicating the requirements set forth in a document and SOS shall name the document.

(ii) Legal Referral

SOS will provide the Cardholders with the name, address, telephone numbers and if requested by the Cardholders and if available, office hours for referred lawyers and legal practitioners. SOS will not give any legal advice to the Cardholders. SOS is not responsible for any legal fees or related charges, which is the responsibility of the Cardholder.

(iii) Interpreter Referral

SOS will provide the Cardholders with the name, address, telephone numbers and if requested by the Cardholders and if available, office hours for interpreters world-wide. SOS is not responsible for any interpreting fees or related charges, which is the responsibility of the Cardholder.

(iv) Lost and Stolen Card Reporting

Should SOS receive notification of a lost or stolen card from the Cardholder, SOS shall inform the Client within 30 minutes upon receipt of such call, on the condition that the Client has a 24-hour customer service department. If the Client does not have a 24-hour customer service department, SOS shall inform the Client on the following working day if the call is received during the after-office hours.

(v) Customer Enquiry Service

Should SOS receive any account enquiries from the Cardholder, SOS shall transfer the calls to the Cardholder's 24-hour customer service department. If the Client does not have a 24-hour customer service department, SOS shall inform the Client on the following working day if the call is received during the after-office hours.

**ANNEXURE III
CEMEA REGION COUNTRIES**

CENA & Levant	Middle East	Russia & CIS	South Africa & other African countries
Albania	Bahrain	Armenia	Angola
Algeria	Kuwait	Azerbaijan	Botswana
Benin	Oman	Belarus	Ethiopia
Bosnia-Herzegovina	Qatar	Georgia	Ghana
Bulgaria	Saudi Arabia	Kazakhstan	Kenya
Burkina Faso	UAE	Kyrgyzstan	Malawi
Cameroon	Yemen	Moldova	Mauritius
Cape Verde		Russia	Mozambique
Cote D'Ivoire		Tajikistan	Nigeria
Croatia		Turkmenistan	Namibia
Egypt		Ukraine	Rwanda
Gabon		Uzbekistan	Seychelles
Iraq			South Africa
Jordan			Tanzania
Kosovo			Uganda
Lebanon			Zambia
Libya			Zimbabwe
Macedonia			
Morocco			
Palestine			
Romania			
Senegal			
Serbia & Montenegro			
Syria			
Togo			
Tunisia			

**ANNEXURE IV
SERVICE LEVELS**

Average Speed of Answer	Within 15 seconds
Abandon Rate	Less than 5 percent
Language support and availability	100% Availability (24 X 7) for the following languages: English, Czech, Hungarian, Polish, Russian, French. In addition communication networks allow us to manage specific or unusual language sets.
Complaints	<p>Response should be sent within 5 business days after the complaint is received. Once SOS has completed its investigation, the response along with a copy of the original complaint will be sent direct to the Member, and to the CEMEA Region. Responses should not be sent direct to a Visa cardholder without the written permission of the Member.</p> <p>If resolution is likely to exceed 5 days, the Member and the CEMEA Region should be notified within 5 days along with an expected resolution date and the details of the delay. Wherever possible, complaints should route from the Member to , Operations Manager, London.</p> <p>Fax: 020 8748 7744 Tel: 020 8762 8008 E-mail: 1LONOPS@internationalsos.com</p>
Reporting on telephone service levels	SOS will provide reporting on telephone service levels, including average abandonment rate and average speed of answer at the end of each quarter for the previous quarter.
Reporting on service requests	SOS will provide reporting on volumes categorized by service at the end of each quarter for the previous quarter.