

## CRYOPRESERVATION MEMBERSHIP AGREEMENT ADDENDUM

# DECISIONS CONCERNING THE CRYOPRESERVATION MEMBER'S CRYOPRESERVATION

This Cryopreservation Membership Agreement Addendum (this "Addendum") is understood to be a part of the Cryopreservation Membership Agreement between NAME OF CRYOPRESERVATION MEMBER, (the "Cryopreservation Member") and Alcor Life Extension Foundation, an Arizona non-profit corporation ("Alcor"), signed by the Cryopreservation Member on [Cryopreservation Membership Effective Date] (the "Cryopreservation Membership Agreement"). The capitalized terms herein have their defined terms as set forth in the Cryopreservation Membership Agreement or its applicable Cryopreservation Membership Terms and Conditions, unless otherwise defined herein.

The Cryopreservation Member may change their elections below at any time by filling out and executing a new Cryopreservation Membership Agreement Addendum or other document provided by Alcor. Upon receipt and <u>acceptance</u> by Alcor, the Addendum or other document provided by Alcor shall become part of the Cryopreservation Membership Agreement.

# I. METHOD OF CRYOPRESERVATION

Alcor offers two options for cryopreservation: 1) Neurocryopreservation, and 2) Whole Body Cryopreservation.

# Cryopreservation Member Election of Method of Cryopreservation.

Cryopreservation Member hereby elects the following method of Cryopreservation to be provided by Alcor (Cryopreservation Member may only make one election, and must comply with the Terms and Conditions in the event that Cryopreservation Member desires to change their election):

# **Initial**

Neurocryopreservation — Subject to the limitations set forth herein and in the Alcor Cryopreservation Membership General Terms and Conditions, Cryopreservation Member hereby elects to have only their head and brain Cryopreserved.

Whole Body Cryopreservation – Subject to the limitations set forth herein and in the Cryopreservation Membership Terms and Conditions, Cryopreservation Member hereby elects to have Cryopreservation Member's entire human remains Cryopreserved.

If at the time of the Cryopreservation Member's cryopreservation there is inadequate funding in place for Whole Body Cryopreservation but sufficient funding for Neurocryopreservation, the Cryopreservation Member's election will be converted to Neurocryopreservation. Funds left over in either case will be handled according to the provisions of Article VII of this document. Also, future conversion to Neurocryopreservation will take place at the sole and absolute discretion of Alcor in the event that in the good faith judgment of Alcor, such conversion is essential in order to continue the cryopreservation of the Cryopreservation Member.



# Disclaimers, Reservations, Contingencies, Consents, and Limitations of Liability Relating to Method of Cryopreservation:

- (a) If Cryopreservation Member has selected the Neurocryopreservation option, Cryopreservation Member understands and accepts the following:
  - (i) With the exception of my head and brain, or brain, my body will be disposed of according to this document.
  - (ii) At some time in the future, Whole Body Cryopreservation methods may become so advanced that recovery of Neurocryopreservation Patients may be more costly and time consuming than recovery of Whole Body Patients cryopreserved using those methods. Technological advances required to recover Neurocryopreservation Patients may take longer and/or cost more to develop than those required to recover Whole Body Cryopreservation Patients, resulting in my remaining in Cryopreservation longer or failing to be recovered from Cryopreservation at all.
  - (iii) Social, political, and ethical objections to Neurocryopreservation or to the technology required to revive Neurocryopreservation Patients may result in problems which could delay or prevent any restorative action from being taken.
- (b) If Cryopreservation Member has selected the Whole Body Cryopreservation option, Cryopreservation Member understands and accepts the following:
  - (i) Whole Body Cryopreservation, due to the size of my Human Remains and related larger storage needs and related logistics, may be less secure against fire, earthquake, terrorism, and natural disaster than Neurocryopreservation Patients due to limitations currently imposed upon Alcor.
  - (ii) My Human Remains may be subjected to more injury from the Cryopreservation process as a result of longer perfusion and cooling times, although no quantification of such injury has been established.
  - (iii) Due to the increased costs and logistic difficulties associated with Whole Body Cryopreservation, my Human Remains may not remain in Cryopreservation under adverse political, economic, and/or social conditions outside the control of Alcor with the same ease that Neurocryopreservation Patients might be able to.
  - (iv) Due to transit permit requirements for whole body human remains that do not apply to Neurocryopreservation Patients, my Human Remains may, under some circumstances, be subject to more delays and thus result in biological deterioration during the transport process of Cryopreservation procedures, or Alcor may at its sole discretion cryopreserve my head and body *separately* to minimize injury to my brain due to transportation delays related to my body.



Conversion to Neurocryopreservation will take place at the sole and absolute discretion of Alcor in the event that in the good faith judgment of Alcor, such conversion is essential in order to continue the cryopreservation of the Cryopreservation Member, and the Cryopreservation Member agrees that Alcor shall not incur any liability arising out of or relating to any such good faith judgment and subsequent actions.

# II. CREMATION AND DISPOSITION OF NON-CRYOPRESERVED PORTION OF HUMAN REMAINS

Cryopreservation Member hereby elects the following in regard to the cremation or other disposition of the Cryopreservation Member's non-Cryopreserved Human Remains (Cryopreservation Member may only make one election, and must comply with the Terms and Conditions in the event that Cryopreservation Member desires to change their election):

## Initial

Alcor Cremation and Disposition of Cryopreservation Member's Non-Cryopreserved Human Remains with disposal or retainage thereof in Alcor's sole discretion, with possible use for research or tissue donation.

Subject to the limitations set forth herein, the Cryopreservation Membership Agreement, and in the Terms and Conditions, the Cryopreservation Member hereby authorizes Alcor to cremate, or cause to be cremated, the non-cryopreserved portion of his/her human remains and releases Alcor, Alcor Personnel, any other agents, employees, contractors, or assigns from any and all liability in cremating the non-cryopreserved portion of the Cryopreservation Member's human remains. The Cryopreservation Member hereby authorizes Alcor to retain or dispose of the cremated non-cryopreserved portion of the Cryopreservation Member's remains as it chooses, consistent with legal requirements.

Alcor Cremation and Disposition of Cryopreservation Member's Non-Cryopreserved Human Remains and the delivery of such cremated materials to a named person/entity.

The Cryopreservation Member hereby authorizes Alcor to cremate, or cause to be cremated, the non-cryopreserved portion of his/her human remains and deliver the remains to the person or entity indicated below. The Cryopreservation Member releases Alcor, Alcor Personnel, any other agents, employees, contractors, or assigns from any and all liability in cremating and delivering the non-cryopreserved portion of the Cryopreservation Member's human remains. In the event that the recipient cannot be located or the recipient refuses delivery in any manner, the Cryopreservation Member authorizes Alcor to dispose of the cremated non-cryopreserved portion of the Cryopreservation Member's remains as it chooses, consistent with legal requirements.

То:	(person, organization, etc.)
Address:	
Phone/Email:	



## III. CRITERIA FOR CRYOPRESERVATION

#### Initial

Preservation of Any Remains: [Alcor's standard practice and the most common choice]

The Cryopreservation Member might die under circumstances which would cause considerable damage to their human remains, or arrive at Alcor having sustained damage. Under such conditions Alcor will place into Cryopreservation any biological remains whatsoever that Alcor may be able to recover, regardless of the severity of the damage from fire, decomposition, autopsy, embalming, or other causes. Cryopreservation Members who have chosen Neurocryopreservation will have any remains of their head and/or brain placed into Cryopreservation that Alcor may be able to recover regardless of the severity of the damage from fire, decomposition, autopsy, embalming, or other causes.

Preservation Only if Brain Tissue Remains:

In the event the Cryopreservation Member dies under circumstances which would cause considerable damage to his/her human remains, or their remains arrive at Alcor having otherwise sustained such damage, Member elects to have Alcor place into Cryopreservation any remains of the brain that they may be able to recover, regardless of the severity of damage to the brain from fire, decomposition, autopsy, embalming, or any other causes. If none of the brain tissue is recoverable, Alcor will not proceed with the Cryopreservation.

Preservation of Remains Even if no Brain Tissue Survives:

The Cryopreservation Member might die under circumstances which would cause considerable damage to his/her human remains, or arrive at Alcor having sustained damage. Under such conditions Alcor will place into Cryopreservation any biological remains whatsoever that they may be able to recover, regardless of the severity of the damage from fire, decomposition, autopsy, embalming, or other causes. Cryopreservation Members who have chosen Neurocryopreservation will have any remains of their brain placed into Cryopreservation that Alcor may be able to recover regardless of the severity of the damage from fire, decomposition, autopsy, embalming, or other causes. If no brain tissue is recoverable, Alcor will place into Cryopreservation samples of as many of the Cryopreservation Member's organs as are available.

# IV. CRYOPRESERVATION NOT POSSIBLE

The Cryopreservation Member might die under circumstances, or arrive at Alcor in a condition that makes it impossible to place him/her into Cryopreservation. These circumstances might include legal or medical barriers or the inability of Alcor to locate or recover certain human remains. In that event, Alcor would take from the Cryopreservation Member's Cryopreservation Funding the amount necessary to pay for expenses incurred in an unsuccessful attempt to locate or recover the Cryopreservation Member's human remains. Under these circumstances, or if the



conditions stated in Section III above are not met, or if for any other reason Cryopreservation of the Cryopreservation Member's human remains is not possible, Alcor will pay over the remainder of the Cryopreservation Funding to the Cryopreservation Member's estate or persons or entities named below; provided that in no event shall the Cryopreservation Funding be paid to the Cryopreservation Member's estate in the event that any representative of the estate or beneficiary thereof, through act or omission, directly or indirectly caused the Cryopreservation of the Cryopreservation Member to not be possible or materially affected Alcor's ability to comply with its obligations under the Cryopreservation Membership Agreement, in which case the remaining amount of the Cryopreservation Funding shall be paid to Alcor.

•	
То	(person, organization, trust, etc.) –%
То	(person, organization, trust, etc.) –%
shall make a reaso Member. The costs no such estate or he	e of the choices to receive unused funds are alive, located, or existing, Alcable effort to return the funds to the estate/heirs of the Cryopreservation of this search and any related legal costs will be paid for out of the funds. The can be found after a reasonable effort and within a reasonable amount a retain unused funds for disposition at its discretion.
V. CRYOPRESER	VATION ENDANGERMENT CONTACTS
Cryopreservation, g Cryopreservation M for Alcor to conve Cryopreservation to Cryopreservation. Individual(s), organ Such designation d Cryopreservation E	ncial expenditures to fight legal attacks on the Cryopreservation Member neral financial or legal set-backs which threaten the Cryopreservation of a embers in Cryopreservation, or the dissolution of Alcor, it may be necessary to the Cryopreservation Member in Cryopreservation from Whole Box Neurocryopreservation, or to terminate any or all Cryopreservation Members a safety measure, the Cryopreservation Member may designate certal exation(s), and/or institution(s) as Cryopreservation Endangerment Contact es not create a contract or agreement, or any contractual privity with the dangerment Contacts on the part of either the Cryopreservation Member ervation Member's desired contacts, if any, are listed below.
То:	(person, organization, etc
Address:	

# VI. PUBLIC DISCLOSURE

Phone/Email: \_\_\_\_\_

Alcor will make reasonable efforts to protect the name of the Cryopreservation Member in conjunction with details of his/her Cryopreservation or membership unless the Cryopreservation Member specifically authorizes Alcor to publicly disclose that information. However, if the Cryopreservation Member or a third party publicly discloses the name of the Cryopreservation



Member in conjunction with details of his/her Cryopreservation arrangements or membership affiliation, prior to or after Cryopreservation, Alcor is released from any confidentiality obligations. Furthermore, if any legal action is filed against Alcor pursuant to a Cryopreservation Member's Cryopreservation arrangements or membership affiliation, prior to or after Cryopreservation, Alcor is released from any confidentiality obligations. Other than as agreed to herein, Alcor is not obligated to keep information about the Cryopreservation Member's Cryopreservation confidential. Through choices made by the Cryopreservation Member, the Cryopreservation Member has authorized Alcor or limited Alcor's authorization as follows:

# Initial

Alcor is authorized to freely release Cryopreservation Member information at its discretion.
Alcor is to make reasonable efforts to maintain confidentiality of Cryopreservation Member information subject to the conditions above prior to the Cryopreservation Member's legal death. After Cryopreservation Member's legal death, Alcor is authorized to freely release Cryopreservation Member information at its discretion.
Alcor will make reasonable efforts to maintain confidentiality of Cryopreservation Member information subject to the conditions herein but does not guaranty or warranty confidentiality. If Cryopreservation Endangerment Contacts are listed in this Addendum, the contacts (and any successors) they designate are expressly permitted to receive my confidential information to facilitate transfer in the event of cryopreservation endangerment.

# VII. ALLOCATION OF CRYOPRESERVATION FUNDING OVER THE REQUIRED MINIMUM AMOUNT

If the Cryopreservation Member has provided Cryopreservation Funding over the minimum required amount, and if all cryopreservation expenses have not been met by the minimum required amount, Alcor will apply funding above the minimum to payment of those expenses. If funds above the minimum required amount remain after payment of all cryopreservation expenses, Alcor will retain this money for future uses at the discretion of Alcor unless alternative dispositions are specified by the Cryopreservation Member below.

To	(Alcor fund or purpose, person,	organization, trust, etc.) –%
То	(Alcor fund or purpose, person,	organization, trust, etc.) –%

# VIII. COMPREHENSIVE MEMBER STANDBY (CMS) WAIVER

[If you are required to pay a CMS fee according to **Required Costs and Cryopreservation Funding Minimums**, **Section IV** (currently \$200 annually for members in the continental U.S. and Canada), and you choose to waive the CMS fee by contractually signing up to always fund above the specified extra amount for the CMS waiver, currently \$20,000 above the minimum cryopreservation funding, the next paragraph reads as follows:]



## Initial

No waiver of the Comprehensive Member Standby (CMS) fee.

In exchange for a waiver of the Comprehensive Member Standby (CMS) fee the Cryopreservation Member has agreed to a permanent increase to their Cryopreservation Funding Minimum above the then current-listed costs of Cryopreservation Funding Minimum as published online at www.alcor.org. The Cryopreservation Member acknowledges that when the standard Cryopreservation Funding Minimums are increased in the future, that their Cryopreservation Funding Minimum will always be higher by the amount required by the current Required Costs and Cryopreservation Funding Minimums for the CMS wavier.

[Remainder of this page intentionally left blank – Signature page follows]



# SIGNATURE OF CRYOPRESERVATION MEMBER

YOUR SIGNATURE BELOW CONFIRMS YOUR ACKNOWLEDGEMENT THAT: These are your decisions concerning your Cryopreservation. Signature of Cryopreservation Member Parent's or Legal Guardian's Signature if the Member is a Minor: By:[PARENT/LEGAL GUARDIAN'S NAME] Member's Name: \_\_\_\_\ \_\_\_\_\ 20\_\_\_\_ Month Day Year (a.m./p.m.) Time APPROVAL BY ALCOR This Cryopreservation Membership Addendum will not be approved until the required Cryopreservation Membership Dues have been accepted by Alcor and until this Addendum has been executed by an authorized representative of Alcor below: ACCEPTED BY: ALCOR LIFE EXTENSION FOUNDATION Authorized Representative

Printed Name:

Dated: