



ALCOR LIFE EXTENSION FOUNDATION

7895 E. Acoma Dr. #110, Scottsdale, AZ 85260-6916

CRYOPRESERVATION MEMBERSHIP AGREEMENT

between

ALCOR LIFE EXTENSION FOUNDATION

and

[CRYOPRESERVATION MEMBER NAME]

dated as of

[DATE]



ALCOR LIFE EXTENSION FOUNDATION

7895 E. Acoma Dr. #110, Scottsdale, AZ 85260-6916

Cryopreservation Membership Agreement

This Cryopreservation Membership Agreement (this “**Agreement**”), dated as of [DATE] (the “**Effective Date**”), is by and between ALCOR LIFE EXTENSION FOUNDATION, an Arizona non-profit corporation, with offices located at 7895 E. Acoma Dr., #110, Scottsdale, Arizona 85260 (“**Alcor**”) and [CRYOPRESERVATION MEMBER NAME], an individual, who resides at [ADDRESS] (the “**Cryopreservation Member**”)(Alcor and the Cryopreservation Member collectively referred to herein as the “**Parties**”).

WHEREAS, Cryopreservation Member is a Regular or Lifetime Member of Alcor in good standing as of the Effective Date;

WHEREAS, Cryopreservation Member desires to retain Alcor to provide certain cryopreservation procedures upon the terms and conditions hereinafter set forth, and Alcor is willing to perform such procedures; and

WHEREAS, Cryopreservation Member has fully reviewed and understands the “**General Terms and Conditions for Cryopreservation**”, hereinafter the “**Cryopreservation Terms**”, which are incorporated herein as set forth below and a copy of which is attached hereto as **Exhibit A** .

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. Incorporation of Cryopreservation General Terms and Conditions.

1.1 This Agreement and any provision of Cryopreservation Procedures or other activities or services hereunder is subject to the then-in-effect Cryopreservation Terms as the same may be amended from time to time in the sole discretion of Alcor, a copy of which is attached hereto as Exhibit A, and which are also available at www.Alcor.org and which are hereby fully incorporated herein by reference. In the event of any conflict between the terms of this Agreement, any Addendum(s) and the Cryopreservation Terms, the Cryopreservation Terms shall control. The Cryopreservation Member further understands and agrees that the Cryopreservation Terms provide Alcor with the sole and absolute discretion to override Cryopreservation Member’s election of Neurocryopreservation or Whole-Body Cryopreservation in certain circumstances.

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2. Cryopreservation Procedures.

2.1 Alcor shall provide Cryopreservation Procedures for the Cryopreservation Member in accordance with the Cryopreservation Member’s choices made in the Cryopreservation Membership Agreement Addendum (the “Addendum”) and subject to the terms and conditions of this Agreement and the Cryopreservation Terms.

3. Cryopreservation Funding and Required Fees; Payment Terms.

3.1 Generally. Cryopreservation Funding means the funding provided to Alcor by or on behalf of the Cryopreservation Member to help Alcor pay the costs of Cryopreservation. There are several ways for a Cryopreservation Member to fund their Cryopreservation. The types of funding accepted by Alcor are explained in the document titled “**Funding Methods For Cryopreservation Membership at Alcor**” (current funding methods are available for review at www.alcor.org) and as the same may be amended from time to time in Alcor’s sole discretion). The amount of funding required for the type of Cryopreservation Membership You select is explained in the document titled “**Required Costs and Cryopreservation Funding Minimums**” (current required costs and funding minimums are available for review at www.alcor.org) and as the same may be amended from time to time in Alcor’s sole discretion).

3.2 Types of Funding. The amount of funding required for Your Cryopreservation depends upon the type of Cryopreservation Funding you select and that amount is called Your “**Cryopreservation Funding Minimum**”. Other than for Lifetime Cryopreservation Membership Funding as explained in 3.2(b) below, Alcor reserves the right at its sole discretion to change the amount of required **Cryopreservation Funding Minimum** to account for cost increases or for other reasons, such as but not limited to, increased inflation. The two types of Cryopreservation Funding presently available are:

(a) **Regular Cryopreservation Funding**, which consists of a model of funding, typically facilitated by a Cryopreservation Member purchasing and assigning over to Alcor, the death benefits of a life insurance policy or policies or other similar financial instrument that pays Alcor the required Minimum Cryopreservation Funding amount or more, shortly after the Cryopreservation Member’s Legal Death. This form of funding allows a Cryopreservation Member to fund Cryopreservation Procedures through a payment schedule with a third-party. So long as the proper transfer or assignment of rights to the life insurance policy or policies or other similar payment instrument is properly in effect at the Cryopreservation Member’s Legal Death and the Regular Cryopreservation Member has paid and maintained any required payments and fees, at their sole expense and risk, then this type of funding is an acceptable means to fund Regular Cryopreservation Membership with Alcor.

(b) **Lifetime Cryopreservation Membership Funding** is a form of Cryopreservation Funding wherein a Cryopreservation Member prepays in a **non-refundable, lump sum** at the time of joining or at any time prior to Legal Death, the then-current entire costs of both the type of Cryopreservation Funding (Neuro or Whole-Body) selected by the Lifetime Cryopreservation Member as well as the entire lifetime amount of CMS fees, if applicable. To qualify for this type of Cryopreservation Membership, the Cryopreservation Member **MUST BE A LIFETIME MEMBER** of Alcor. Alcor requires a Lifetime Cryopreservation Member to also be a paid-in-full, Lifetime Member of Alcor so that there is no possibility of non-compliance with paying regular membership dues such that it would conflict with the requirement to be a Member in good standing and up-to-date with Alcor dues at the time of Legal Death.

This option allows the Cryopreservation Member to ‘lock-in’ the costs and to not be subject to any future increases in fees. Once paid in full, the Lifetime Cryopreservation Member will not have to pay any additional Cryopreservation Funding. Lifetime Cryopreservation Membership Funding is **non-refundable unless Alcor terminates the Lifetime Cryopreservation Membership, in which case, some portion of the Funding, minus costs or fees, may be refunded, without interest or penalty to Alcor.** The non-refundable nature of the Lifetime Cryopreservation Funding is part of the material consideration for Alcor locking-in the cost and waiving any future increases as towards Lifetime Cryopreservation Members.

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3.3 Cryopreservation Funding Requirements and Required Fees. In consideration of the provision of the Cryopreservation Procedures and other obligations undertaken by Alcor hereunder, the Cryopreservation Member is required to and agrees to pay the following:

(a) Cryopreservation Funding Minimum. The Cryopreservation Member shall arrange to provide Alcor with funds (“**Cryopreservation Funding**”) by one or more of the acceptable methods listed in the **Funding Methods for Cryopreservation Membership at Alcor** payable to Alcor no later than sixty (60) days after the Cryopreservation Member's Legal Death. The arranged Cryopreservation Funding must be at least equal to the Cryopreservation Funding Minimum in the current **Required Costs and Cryopreservation Funding Minimums** according to the Cryopreservation Member’s elections in the Addendum. **Arranging for more Cryopreservation Funding than the Cryopreservation Member’s current required Cryopreservation Funding Minimum is strongly recommended so that Cryopreservation Membership can be maintained when costs increase.** Payment of the non-refundable Lifetime Cryopreservation Membership Funding is sufficient to meet this obligation for the natural lifetime of a Lifetime Cryopreservation Member. Other than for Lifetime Cryopreservation Members, the Cryopreservation Funding Minimum may be increased at Alcor’s sole discretion to compensate for increases in costs or new expenses.

(b) Comprehensive Member Standby (“CMS”) fees. If residing in the continental U.S. or Canada, or other locations as may be designated by Alcor in the future, the Regular Cryopreservation Member shall also pay to Alcor separate CMS fees as defined in the **Required Costs and Cryopreservation Funding Minimums**. The Cryopreservation Member will pay this fee at the same frequency as the Membership Dues. Alternatively, the Regular Cryopreservation Member may make an election on the Addendum to permanently increase their personal Cryopreservation Funding Minimum requirement by a specified amount above the current Cryopreservation Funding Minimum at all times. **CMS fees are non-refundable.** The non-refundable Lifetime Cryopreservation Membership Funding prepaid by Lifetime Cryopreservation Members includes the entire lifetime amount of CMS, if applicable at the time of prepayment.

(c) Other Dues or Fees. Other than for Lifetime Cryopreservation Members who are paid in full for both their Lifetime Membership Dues and their Lifetime

Membership Cryopreservation Funding, Regular Cryopreservation Member's shall also pay additional dues or fees as Alcor may deem, at its sole discretion, to be reasonably necessary in the future for Cryopreservation Membership.

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4. Alcor's Obligations.

4.1 Alcor shall:

(a) Upon the Legal Death of Cryopreservation Member, and provided that the Cryopreservation Member has provided and allocated sufficient Cryopreservation Funding for the Cryopreservation of Cryopreservation Member's human remains, and completed all other requisite conditions for Alcor's provision of the Cryopreservation Procedures, Alcor will use its best efforts to take possession of Cryopreservation Member's human remains according to the elections made in the Addendum. Alcor will then, to the extent possible and feasible, use its best efforts and technology to begin prompt post-mortem actions necessary for Cryopreservation in the best judgment of Alcor's personnel and advisors. Such efforts may include, but are not limited to: stabilization, transport, perfusion, cooling for cryopreservation, maintenance and storage of Cryopreservation Member's human remains.

(b) Alcor will continue to provide the Cryopreservation Procedures, continuing the cryopreservation of Cryopreservation Member's human remains until Alcor determines in its sole and absolute discretion that continuance of the cryopreservation of the Cryopreservation Member's Human Remains is infeasible, not financially viable, or revival is achieved, at Alcor's sole discretion.

(c) Alcor will designate the Cryopreservation Funding Minimum required for the provision of the Cryopreservation Procedures contemplated hereby. For current minimums, see **Section I of the Required Costs and Cryopreservation Funding Minimums**. The Cryopreservation Funding Minimum and other funding requirements may be increased by Alcor in its sole and absolute discretion with ninety (90) days' notice to the Cryopreservation Member of any such change. It is the Regular Cryopreservation Member's sole responsibility to maintain sufficient funding to prevent underfunding in the event of an increase in Cryopreservation Funding Minimum costs.

(d) Alcor will maintain Cryopreservation Member's Cryopreserved human remains to the best ability of Alcor, subject to the limitations set forth herein and in the Cryopreservation Terms.

(e) Alcor will, before the date on which the Cryopreservation Procedure obligations are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Cryopreservation Procedures, as applicable.

(f) The manner, means and methods of Alcor's performance of the Cryopreservation Procedures shall be in the sole and absolute discretion of Alcor. Alcor will not be required to use any specific methods or technologies in its performance of the Cryopreservation Procedures, even if such manner, means or methods are considered superior or best practices.

4.2 Notwithstanding anything to the contrary herein, **Alcor shall have no obligation to provide the Cryopreservation Procedures (i) if the Cryopreservation Member is not a fully funded Regular or Lifetime Cryopreservation Member in good standing at the time of the Cryopreservation Member's Legal Death or (ii) if the Cryopreservation Member is not in compliance with all of the Cryopreservation Member's obligations herein and under the Cryopreservation Terms.**

4.3 Alcor's obligations are subject to the terms, limitations and conditions set forth in the Cryopreservation Terms and the Addendum.

4.4 It is understood, acknowledged, and accepted by the Cryopreservation Member that **it is not known if even those Cryopreservation Members cryopreserved under the best of conditions, using technology available at the time the Member enters cryopreservation, will ever be able to be revived and Alcor makes no guaranties, warranties or promises that a Cryopreservation Member may be revived at any time in the future.** Further, the Cryopreservation Member acknowledges that there is no way to know in advance if the Cryopreservation Member's Cryopreservation will take place under ideal or even favorable conditions. Also, at this time Alcor has no way of determining in what way(s), if any, future laws may control the terms and conditions or even the permissibility of revival of the Cryopreservation Member from cryopreservation. With these limitations in mind, Alcor represents the following concerning attempts to revive and rehabilitate the cryopreserved Member: At such time that Alcor determines in its good faith judgment that the cryopreserved Cryopreservation Member can be satisfactorily revived and rehabilitated and that the Cryopreservation Member's revival and rehabilitation are economically practical, Alcor shall use its best efforts to revive and rehabilitate the Cryopreservation Member patient.

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5. Cryopreservation Member's Obligations.

5.1 Cryopreservation Member shall comply with this Agreement and its Exhibits .

5.2 Cryopreservation Member agrees that upon Legal Death, Alcor is given absolute, unencumbered rights to the Cryopreservation Member's remains, including the right to first refusal in the event the Cryopreservation Member has a Membership with any other Cryopreservation Organization or any organ donation arrangements, in accordance with the selections made by the Cryopreservation Member in this Agreement and its Addendums or Exhibits as then-in-effect. Cryopreservation Member further agrees to provide and/or execute any Alcor provided documents that assist in establishing Alcor's absolute, unencumbered

right to Cryopreservation Member's remains and the right of first refusal to Cryopreservation Member's remains.

5.3 If Alcor's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Cryopreservation Member, Cryopreservation Member's spouse or any of Cryopreservation Member's family members, heirs, beneficiaries, and/or any other non-Alcor third-party, then Alcor shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Cryopreservation Member or any of Cryopreservation Member's family members, heirs, beneficiaries or non-Alcor third-parties in each instance, to the extent arising directly or indirectly from such prevention or delay.

5.4 **Cryopreservation Member's Obligation to Implement Notice Procedures.** Time is of the essence when it comes to notifying Alcor of the need to provide Cryopreservation Procedures. Because it is impossible for Alcor to monitor the physical status of every Cryopreservation Member, it is the **sole responsibility** of the Cryopreservation Member to ensure they have implemented procedures to ensure Alcor is notified in the event of Cryopreservation Member's need for Comprehensive Member Standby at the time of terminal or serious illness, serious injury or for Cryopreservation Procedures at the time of Legal Death. Cryopreservation Member agrees on their behalf and on behalf of their estate, heirs, beneficiaries and/or any third parties, **to waive, to the maximum extent permitted by law, any and all claims against Alcor related to any delays in Alcor receiving notice of Cryopreservation Member's need for CMS or Cryopreservation Procedures at the time of their Legal Death.** Alcor provides its Cryopreservation Members with suggested means to assist with prompt notification, including wallet cards, options for medical-notice type jewelry and a telephone number, however, these are provided as courtesies for Cryopreservation Members and thus, it is the sole responsibility of Cryopreservation Member's to ensure healthcare professionals, family, healthcare power-of-attorneys, or any other necessary third-parties are aware of and have Alcor's current contact information for emergency notice. Cryopreservation Member's waiver of any and all claims related to Alcor receiving notice per this provision is a material part of the consideration for Alcor entering into this Cryopreservation Agreement with the Cryopreservation Member.

6. **Consent of Cryopreservation Member.** In addition to Cryopreservation Member's agreement to the terms of this Agreement, Cryopreservation Member shall execute a standard "**Consent for Cryopreservation**" (in the form attached hereto as **Exhibit B**). Additionally, Cryopreservation Member understands and agrees that as a contingency to any obligations of Alcor hereunder, that upon delivery of their human remains to Alcor, Alcor has been given sole and complete control of Cryopreservation Member's human remains pursuant to the Consent for Cryopreservation and, in the circumstance of intent to cease cryopreservation, Alcor has no obligation to release those human remains to any person claiming them.

7. **Remains Conveyance Document.** In addition to Cryopreservation Member's agreement to the terms of this Agreement, Cryopreservation Member shall execute a "**Last Will and Testament for Human Remains and Authorization of Anatomical Donation**" (in the form



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attached hereto as **Exhibit C**). This document is for the Cryopreservation Member’s human remains only and does not control the disposition of the Cryopreservation Member’s real property or personal property.

8. Term and Termination.

8.1 Term. This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Cryopreservation Procedures (the “**Term**”), unless sooner terminated pursuant to the Cryopreservation Terms.

9. Survival.

9.1 The rights and obligations of the Parties in this Cryopreservation Member Agreement which, by their nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

10. Miscellaneous.

10.1 Cryopreservation Member shall, upon the request of Alcor, and at Cryopreservation Member’s sole cost and expense, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

10.2 This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

10.3 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

ACKNOWLEDGEMENT

CRYOPRESERVATION MEMBER’S SIGNATURE HERETO CONFIRMS
CRYOPRESERVATION MEMBER’S ACKNOWLEDGEMENT THAT:

1. Cryopreservation Member has read, understood, and consented to all of the foregoing provisions of this Agreement and any and all Exhibits, Schedules, Addenda, and ancillary documents hereto, specifically including the Cryopreservation Terms.

2. Additionally, Cryopreservation Member has read and understood and has given all required directions and information for any elections made hereunder or otherwise waives any claims or defenses based upon a failure to make any election hereunder.



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3. Cryopreservation Member is fully aware of and accepts the risks and limitations explained in this Agreement and any and all Exhibits, Schedules, Addenda, and ancillary documents hereto, specifically including the Cryopreservation Terms.

4. The proposed procedures of Alcor relating to the Cryopreservation Procedures have been satisfactorily explained to Cryopreservation Member by Alcor.

5. Cryopreservation Member agrees to waive any claim or defense alleging that their electronic signature(s) hereto are legally insufficient to bind the Cryopreservation Member.

Dated: [DATE]: _____

Member's Signature: _____

[MEMBER NAME]: _____

Dated: [DATE]: _____

Parent's or Legal Guardian's Signature if the Member is a Minor:

[PARENT/LEGAL GUARDIAN'S NAME]:

[MEMBER NAME]: _____

This Membership Agreement will not be approved until the required Cryopreservation Membership Funding arrangements have been accepted by Alcor and until this Cryopreservation Membership Agreement has been executed by an authorized representative of Alcor below:

ACCEPTED BY:

ALCOR LIFE EXTENSION FOUNDATION

By: _____

Authorized Representative

Title: _____

Printed Name: _____

Dated: _____

EXHIBIT A

GENERAL TERMS AND CONDITIONS FOR CRYOPRESERVATION MEMBERSHIP

EXHIBIT B

CONSENT FOR CRYOPRESERVATION

EXHIBIT C

**LAST WILL AND TESTAMENT FOR HUMAN REMAINS
AND AUTHORIZATION OF ANATOMICAL DONATION**