



ALCOR LIFE EXTENSION FOUNDATION

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

GENERAL TERMS AND CONDITIONS FOR CRYOPRESERVATION MEMBERSHIP

1. Applicability.

(a) These General Terms and Conditions for Cryopreservation Membership (these “**Terms**”) along with an individual member’s mutually signed Cryopreservation Membership Agreement, are the terms that govern Cryopreservation Memberships between ALCOR LIFE EXTENSION FOUNDATION, an Arizona nonprofit corporation (“**Alcor**”) and any person that has direct contractual privity with Alcor for Cryopreservation Membership (each, a “**Cryopreservation Member**”)(collectively the “**Parties**”) and are designed to be incorporated by reference into other related Alcor agreements and documents, and where the foregoing do not define a capitalized term, these Terms herein are intended to govern.

(b) The accompanying Cryopreservation Membership Agreement and any and all related and subsequent documents and these Terms (collectively, the “**Agreement**”) comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Cryopreservation Membership Agreement, these Terms shall govern, unless a Cryopreservation Membership Agreement expressly states that the terms and conditions thereof shall control.

(c) These Terms prevail over any contrary terms or conditions in any other agreement between the Cryopreservation Member and Alcor, regardless of whether or when the Cryopreservation Member has submitted any changes or requests relating to their Cryopreservation Membership. Provision of Cryopreservation Procedures to the Cryopreservation Member does not constitute acceptance of any of the Cryopreservation Member’s changes or requests unless specifically accepted by Alcor in a writing signed by an authorized Officer of Alcor.

2. Definitions. Except as otherwise expressly defined herein, the following terms utilized herein and in the Agreement shall have the following meanings:

(a) “**Addendum**” means the Cryopreservation Membership Agreement Addendum entered into by the Parties, as amended from time to time.

(b) “**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person.

(c) **“Alcor Personnel”** means all employees, agents, contractors, and personnel, if any, engaged by Alcor.

(d) **“Cryonics”** means the study and practice of cryopreserving human bodies, human brains, or other human tissue with the aspirational intention of future revival of a person.

(e) **“Cryopreservation”** means the act of using special procedures and storage to induce the low temperature preservation of human remains including the brains and/or bodies of humans who have been declared legally dead, for purposes of Cryonics.

(f) **“Cryopreservation Endangerment Contacts”** means individual(s), organization(s), and/or institution(s) who may be listed by the Cryopreservation Member in the Addendum who may wish to provide financial or other assistance for the Cryopreservation Member's cryopreservation, maintenance, or revival, who may wish to assist in transferring care for the cryopreserved Human Remains of the Cryopreservation Member to another organization, or who may be willing to assume care for the Human Remains, if legally possible.

(g) **“Cryopreservation Funding”** means funding provided to Alcor, or arranged to be provided to Alcor after Legal Death of a Cryopreservation Member, by methods allowed in the document “Funding Methods for Cryopreservation at Alcor” the current version of which is available at www.alcor.org, to help pay costs of Cryopreservation of the Cryopreservation Member.

(h) **“Cryopreservation Funding Minimum”** means the minimum Cryopreservation Funding required by Alcor as set forth in the Cryopreservation Membership Agreement and any addendum thereto, as may be modified by Alcor from time to time.

(i) **“Cryopreservation Member”** means a “Lifetime Cryopreservation Member” or a “Regular Cryopreservation Member” that is in good standing under an effective, executed Cryopreservation Membership Agreement with Alcor.

(j) **“Cryopreservation Procedures”** means all those activities of Alcor Personnel to prepare for and perform Cryopreservation of the Human Remains of the Cryopreservation Member, and keep the Human Remains cryopreserved for the purpose of Cryonics, including related scientific research activities.

(k) **“Comprehensive Member Standby (CMS)”** means the program described in Alcor’s Comprehensive Member Standby document for certain geographic locations to attempt to deploy Alcor Personnel before the Legal Death of a Cryopreservation Member to the Member’s location so as to be able to begin Cryopreservation procedures as soon as possible after Legal Death.



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(l) “**Human Remains**” means the body, brain, and person, or any other biological tissues of the Cryopreservation Member after Legal Death, not limited to the statutory or regulatory definitions of human remains.

(m) “**In cryopreservation,**” and “**cryopreserved**” mean being in storage at temperatures low enough for stability of biological materials for periods of years or more, typically below -100 degrees Celsius.

(n) “**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

(o) “**Legal Death**” means the transition of a person from legally alive to legally dead according to the Law of a particular jurisdiction, typically determined by pronouncement made by an authority qualified to make pronouncements of legal death in that jurisdiction.

(p) “**Losses**” mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

(q) “**Member**” means a “Lifetime Member” or a “Regular Member” that is in good standing under an effective, executed Membership Agreement with Alcor.

(r) “**Neurocryopreservation**” means the specific method of Cryopreservation in which only the head and brain, or the available biological material related thereto, as Alcor deems appropriate, of the Cryopreservation Member’s Human Remains are placed into Cryopreservation.

(s) “**Person**” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

(t) “**Whole Body Cryopreservation**” means the specific method of Cryopreservation in which the Cryopreservation Member’s full body, or as much of the Cryopreservation Member’s Human Remains as Alcor deems appropriate, is placed into cryopreservation.

3. Cryopreservation Membership; No Statutory Membership. Alcor shall provide the Cryopreservation Procedures to the Cryopreservation Member as described in the Cryopreservation Membership Agreement (the “Cryopreservation Procedures”) in accordance with these Terms. Nothing in the Agreement shall be construed to create any



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non-profit corporation statutory membership in Alcor as “member” is referred to, and contemplated by, Title 10, Chapter 29 of the Arizona Revised Statutes.

4. The Cryopreservation Member’s Obligations. the Cryopreservation Member shall:

(a) cooperate with Alcor in all matters relating to the Cryopreservation Membership, including providing or facilitating access to locations where medical or palliative care is being provided, as may reasonably be requested by Alcor for the purposes of performing the Cryopreservation Procedures;

(b) complete the Addendum(s) required under the Cryopreservation Membership Agreement and comply with all terms thereof;

(c) respond promptly to any Alcor request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Alcor to perform Cryopreservation Procedures in accordance with the requirements of the Cryopreservation Membership Agreement and any ancillary documents thereto, and these Terms;

(d) provide such Cryopreservation Member materials or information as Alcor may request to carry out the Cryopreservation Procedures in a timely manner and ensure that such Cryopreservation Member materials or information are complete and accurate in all material respects;

(e) inform Alcor of the Law, any particular licenses, consents, or other requirements for Cryopreservation Procedures that the Member is aware of in their jurisdiction and assist Alcor in addressing them. Additionally, the Cryopreservation Member shall obtain and maintain all necessary permissions and consents and comply with all applicable laws in relation to the Cryopreservation Member’s obligations;

(f) as a condition to Alcor’s incurrence and performance of any obligations under any Cryopreservation Membership Agreement, the Cryopreservation Member must be a Member of Alcor at the execution of the Cryopreservation Membership Agreement and remain a Member in good standing for the Term of such Cryopreservation Membership Agreement until all Cryopreservation Member obligations under this Agreement are fulfilled. In the event that the Cryopreservation Member is not a Member in good standing at any point during the Term, Alcor shall be entitled to terminate this Agreement and/or not perform the Cryopreservation Procedures, in its sole discretion.

(g) Prior to acceptance and execution of the Cryopreservation Membership Agreement by Alcor, the Cryopreservation Member shall have properly executed and delivered, in a form and with content acceptable to Alcor in its sole and absolute discretion, the following documents:

- (i) A Last Will and Testament for Human Remains and Authorization of Anatomical Donation;
 - (ii) A Consent for Cryopreservation; and
 - (iii) Other documents as may be required at Alcor's direction to provide for or document Cryopreservation Funding by acceptable means according to requirements of the Agreement.
- (h) cooperate with Alcor in all matters relating to the Cryopreservation Procedures, including the execution of any further releases, consents or other documents required by Alcor;
- (i) cooperate with Alcor as may be necessary to obtain any advance permits, legal documents, authorizations or approvals necessary for effective performance of Cryopreservation Procedures and all other obligations contemplated by the Cryopreservation Membership Agreement;
- (j) arrange to have appropriate releases signed by the next of kin or any other person who may have claim upon the Cryopreservation Member's Human Remains or estate and any individuals who may have Power of Attorney or any other legal claim or control over the Cryopreservation Member's affairs, person, or Human Remains. For clarity, it is solely the Cryopreservation Member's duty to ensure, in advance, the cooperation of all such persons and to take all actions necessary to ensure that Alcor has sole and exclusive rights to the Cryopreservation Member's Human Remains at the time of legal death or as close thereto as is reasonably possible;
- (k) pay all amounts required under the Cryopreservation Membership Agreement and any ancillary documents thereto and these Terms, in a form and timing acceptable to Alcor in its sole and absolute discretion, including by providing the specified minimum amount of funds required by Alcor for its agreement to provide the Cryopreservation Procedures hereunder;
- (l) prior to Alcor's acceptance and execution of the Cryopreservation Membership Agreement, and at Alcor's request, without limitation, and at any time after execution of the Cryopreservation Membership Agreement, provide Alcor with satisfactory proof that all funding required hereunder and otherwise obtained by the Cryopreservation Member for payment or prepayment for Cryopreservation Procedures has been properly arranged and is in effect;
- (m) to provide Alcor information concerning their medical history, including the nature and extent of any serious chronic or acute illness and infectious disease history. The Cryopreservation Member shall update such information whenever changes occur which might seriously impact the Cryopreservation Member's health or longevity, including but not limited to pregnancy, cardiovascular disease, diabetes, asthma,

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tuberculosis or other lung diseases, ulcers, diseases of the liver, colon, gallbladder or digestive system, cancer of any kind, infectious disease, epilepsy, depression, schizophrenia, etc. The Cryopreservation Member shall also (where possible) notify, or cause Alcor to be notified, before undergoing any hospitalization (in-patient or outpatient) and/or any operative procedure involving the use of any general, intravenous (including “twilight sleep”), or spinal anesthesia. Alcor may, in its sole and absolute discretion, waive these obligations;

(n) provide Alcor information concerning any infectious disease that could pose a hazard to personnel, including but not limited to hepatitis or HIV, major anatomical abnormalities, body mass in excess of 300 pounds, or any history of surgery on the heart or major blood vessels because these conditions can affect the preparation for and performance of Cryopreservation;

(o) promptly update and otherwise inform Alcor of any change in the Cryopreservation Member’s address, telephone number, physical condition, personal representatives, next of kin, financial arrangements, testamentary directions, and any other changes which may affect the ability of Alcor to respond quickly and properly to the Cryopreservation Member’s Legal Death;

(p) promptly notify or cause Alcor to be promptly notified of any serious illness or accident suffered by the Cryopreservation Member. The Cryopreservation Member shall use their best efforts to ensure that relatives, physicians, and other responsible individuals or organizations shall immediately notify Alcor of Cryopreservation Member’s serious illness or accident if Cryopreservation Member is unable to do so;

(q) if terminally ill, strongly consider relocation to geographically convenient locations or facilities that may be recommended by Alcor to improve logistics and resulting Cryopreservation quality, and inquire about relocation financial assistance that may be available from Alcor;

(r) not execute any document or agreement, including, but not limited to, a will or equivalent document, power of attorney, living will, durable power of attorney for medical care, or directive to physician, which contains any provisions that would or do contradict any terms of the Agreement or the Last Will and Testament for Human Remains and Authorization of Anatomical Donation or the Consent for Cryopreservation and/or which might impede or preclude Alcor’s provision of any Cryopreservation Procedures hereunder, or otherwise impede or preclude the Cryopreservation Member from fulfilling their obligations and duties hereunder or giving any possessory rights relating to the Cryopreservation Member’s Human Remains to any third party without Alcor’s written consent;

(s) provide Alcor with copies of any will and/or trusts that reference Alcor, the Agreement, or the Cryopreservation Member’s intent, mention, or desire for the



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Cryopreservation Member's disposition of the Cryopreservation Member's remains to be by Cryopreservation at Alcor;

(t) The Cryopreservation Member shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the Cryopreservation Member hereunder. Any such taxes, duties, and charges currently assessed or which may be assessed in the future, that are applicable to the Cryopreservation Procedures are for the Cryopreservation Member's account, and the Cryopreservation Member hereby agrees to pay such taxes; *provided, that*, in no event shall the Cryopreservation Member pay or be responsible for any taxes imposed on, or with respect to, Alcor's income, revenues, gross receipts, personnel, or real or personal property or other assets; and

(u) provide any additional information or documentation reasonably required by Alcor.

5. The Cryopreservation Member's Acts or Omissions. If Alcor's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Cryopreservation Member or their agents, heirs, beneficiaries, subcontractors, consultants, employees, or other third-parties, Alcor shall not be deemed in breach of its obligations under the Agreement, or otherwise liable for any costs, charges, or losses sustained or incurred by the Cryopreservation Member, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. Alcor's Compliance with Cryopreservation Membership Agreement.

(a) Alcor, in its sole and absolute discretion, has the right to amend the Agreement with (30) days written notice to the Cryopreservation Member.

(b) Alcor shall use good faith efforts to comply with the Cryopreservation Member's elections in the Addendum to the Cryopreservation Membership Agreement. Notwithstanding the foregoing, Alcor shall at all times retain its sole and absolute discretion with regard to its compliance with such elections and its performance of the Cryopreservation Procedures.

7. Cryopreservation Funding, Fees and Expenses; Payment Terms; Interest on Late Payments.

(a) In consideration of the provision of the Cryopreservation Procedures by Alcor and the rights granted to the Cryopreservation Member under the Agreement, the Cryopreservation Member shall comply with all fee payments, dues and Cryopreservation Funding obligations.



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(b) The Cryopreservation Member shall make all payments hereunder in US dollars by any payment method as may be permitted by Alcor in its sole and absolute discretion.

(c) In the event payments are not received by Alcor after becoming due, or Alcor is not able to obtain proof of Cryopreservation Funding arrangements in compliance with this agreement, including meeting the current applicable Cryopreservation Funding Minimum, Alcor may:

(i) charge interest on any such unpaid amounts at a rate of 5% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid;

(ii) suspend performance of all Cryopreservation Procedures until payment has been made in full; and/or

(iii) cancel the Cryopreservation Membership Agreement.

8. Representations and Warranties of the Cryopreservation Member. By Cryopreservation Member's execution of the Cryopreservation Membership Agreement, Cryopreservation Member represents and warrants to Alcor that:

(a) They have the full right, power, ability and authority to enter into the Cryopreservation Membership Agreement, to grant the rights granted hereunder and thereunder, and to perform their obligations hereunder and thereunder; and

(b) when executed and delivered by the Cryopreservation Member, the Cryopreservation Membership Agreement will constitute the legal, valid, and binding obligation of Cryopreservation Member, enforceable against the Cryopreservation Member and the Cryopreservation Member's heirs, devisees, beneficiaries and assigns in accordance with its terms.

9. Representations and Warranties of Alcor.

(a) Alcor represents and warrants to the Cryopreservation Member that it shall perform Cryopreservation Procedures according to its sole discretion in accordance with expert advice available to it and as permitted by Cryopreserving Funding and any provisions or restrictions of the Agreement.

(b) For Cryopreservation Procedures performed before Legal Death, including but not limited to communications and preparations for cryopreservation, Alcor shall not be liable for a breach of the warranty set forth in Section 9(a).

(c) In the event that Alcor breaches its representations and warranties set forth in Section 9(a) above, Alcor may, in its sole discretion, cure any such breach within sixty



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(60) days of the Cryopreservation Member's written notice of such breach to Alcor, by either:

(i) repairing or re-performing the Cryopreservation Procedures to the best of its capabilities under the circumstances; or

(ii) in the event repair or re-performance is not reasonably practical, cancel the Cryopreservation Membership Agreement, deduct all costs and administrative fees and other unpaid costs actually incurred by Alcor relating to the Cryopreservation Membership Agreement from the effective date of the Cryopreservation Membership Agreement through the cancellation of the Cryopreservation Membership Agreement, and return all remaining refundable amounts paid by the Cryopreservation Member to the Cryopreservation Member.

(d) THE REMEDIES SET FORTH IN SECTION 9 SHALL BE THE CRYOPRESERVATION MEMBER'S AND THEIR HEIRS', BENEFICIARIES' AND/OR ASSIGNS' SOLE AND EXCLUSIVE REMEDY AND ALCOR'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 9(a).

10. Indemnification. The Cryopreservation Member and his or her estate shall defend, indemnify, and hold harmless Alcor and Alcor's Affiliates and their officers, directors, employees, agents, successors, and permitted assigns from any action and attorney's fees arising out of, resulting from, or related to the Agreement: (a) arising out of, resulting from, or related to the Cryopreservation Member's breach of any representation, warranty, or obligation of the Cryopreservation Member in the Agreement; (b) brought by any heir, beneficiary, or representative of the estate of the Cryopreservation Member against Alcor or Alcor's Affiliates or their officers, directors, employees, agents, successors, and permitted assigns, provided that Alcor and/or Alcor's Affiliates or their officers, directors, employees, agents, successors, and permitted assigns, as applicable, is the prevailing party; (c) brought by any third party against Alcor or Alcor's Affiliates or their officers, directors, employees, agents, successors, and permitted assigns, provided that Alcor's recovery from the Cryopreservation Member's estate under this provision shall not exceed 10% of the Cryopreservation Member's estate; (d) brought by Alcor, other than in connection with section (a), in connection with final disposition of the Cryopreservation Member's human remains, provided that (i) Alcor is the prevailing party and (ii) Alcor's recovery from the Cryopreservation Member's estate under this provision shall not exceed 10% of the Cryopreservation Member's estate; and (e) without limiting Alcor's rights under (d), brought by Alcor, other than in connection with section (a), in connection with final disposition of the Cryopreservation Member's human remains, provided that Alcor's recovery from the Cryopreservation Member's estate under this provision shall not exceed 10% of the Cryopreservation Member's estate.

(a) In the event that Alcor seeks indemnification hereunder, Alcor shall promptly notify the Cryopreservation Member or their estate representative in writing of

any action, and reasonably cooperate with the Cryopreservation Member or their estate representative, except for actions under Section 10(b) or other actions in which Alcor opposes the indemnifying party. Alcor shall have control of such action and shall employ counsel of its choice. The Cryopreservation Member or their estate representative shall not be entitled to settle any action in a manner that adversely affects the rights of Alcor without Alcor's prior written consent, which shall not be unreasonably withheld or delayed. Alcor's failure to perform any obligations under this Section 10 shall not relieve the Cryopreservation Member of their obligations under this Section 10 except to the extent that the Cryopreservation Member can demonstrate that they have been materially prejudiced as a result of such failure.

(b) Notwithstanding anything to the contrary in the Agreement, Cryopreservation Member or their estate are not obligated to indemnify or defend Alcor against any claim (whether direct or indirect) to the extent such claim or corresponding losses arise out of or result from, in whole or in part, Alcor's bad faith failure to materially comply with any of its material obligations set forth in the Agreement.

11. Taxes. The Cryopreservation Member shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the Cryopreservation Member hereunder.

12. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that relate to the Agreement, or prepared by or on behalf of Alcor in the course of performing the Cryopreservation Procedures, including any items identified as such in the performance of Alcor's obligations under the Agreement are the exclusive Intellectual Property Rights of Alcor and nothing contained herein constitutes a transfer of or license in, Alcor's Intellectual Property Rights.

13. Confidential Information.

(a) All confidential or proprietary information of Alcor, including, but not limited to, trade secrets or other confidential research, technology, information pertaining to business operations and strategies, information pertaining to donors, members, pricing, and marketing, and information the disclosure of which is restricted by law or agreement (collectively, "**Confidential Information**"), disclosed by Alcor to the Cryopreservation Member, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," shall not be disclosed or copied by the Cryopreservation Member without



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the prior written consent of Alcor. Confidential Information does not include information that is:

- (i) in the public domain;
- (ii) known to the Cryopreservation Member at the time of disclosure;

or

(iii) rightfully obtained by the Cryopreservation Member on a non-confidential basis from a third party.

(b) Alcor shall be entitled to any relief under law including, but not limited to, equitable or injunctive relief for any violation of this Section.

14. Disclaimer of Warranties. **EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 9(a) ABOVE, ALCOR MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ACTS OF ALCOR OR ANY CRYOPRESERVATION PROCEDURES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

15. Limitations of Liability.

(a) **THE CRYOPRESERVATION MEMBER, HIS/HER HEIRS, ASSIGNS, AND ANY AND ALL PERSONS CLAIMING THROUGH OR ON BEHALF OF THE CRYOPRESERVATION MEMBER, SHALL HOLD ALCOR, ITS DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, ALCOR PERSONNEL, ANY OTHER AGENTS, AND ANY COMPANIES, CORPORATIONS, OR INSTITUTIONS WITH WHICH ALCOR MAY CONTRACT, FREE FROM ANY AND ALL LIABILITY IN CONNECTION WITH THEIR ACTIONS AND DECISIONS IN CARRYING OUT THE PURPOSES OF THE AGREEMENT, INsofar AS THOSE ACTIONS AND DECISIONS ARE MADE IN GOOD FAITH.**

(b) **IN NO EVENT SHALL ALCOR BE LIABLE TO THE CRYOPRESERVATION MEMBER OR TO ANY THIRD PARTY FOR ANY LOSS OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ALCOR HAS BEEN ADVISED OF THE POSSIBILITY OF**

SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY REMEDY OF ITS ESSENTIAL PURPOSE.

(c) IN NO EVENT SHALL ALCOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT OR OTHERWISE TO THE CRYOPRESERVATION MEMBER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY CLAIM, OR ANY OTHER THEORY OF LIABILITY, EXCEED ONE HUNDRED PERCENT OF THE AGGREGATE AMOUNTS PAID OR PAYABLE TO ALCOR PURSUANT TO THE CRYOPRESERVATION MEMBERSHIP AGREEMENT WITH THE CRYOPRESERVATION MEMBER.

16. Additional Disclaimers, Reservations, Contingencies Consents, and Limitations of Liability.

(a) Alcor requires as a prerequisite to the provision of any Cryopreservation Procedures for the Cryopreservation Member that the Cryopreservation Member complete all steps necessary to cause the Cryopreservation Member's Human Remains to be donated to Alcor as an anatomical donation under applicable law, free and clear of any interests of any third parties in the Cryopreservation Member's Human Remains.

(b) The dying process and the process of Cryopreservation will result in damage to the Cryopreservation Member's human remains on the molecular, cellular, tissue, and organ levels, which is currently considered irreversible.

(c) Due to the uncertain nature of the current and future laws affecting Cryonics, due to the possibility of uncooperative relatives, medical personnel, government officials, or other individuals, and due to the possibility that the Cryopreservation Member's Human Remains may not be physically or legally obtainable, Alcor cannot guarantee that the Cryopreservation Member's Human Remains will be cryopreserved, even if all of the Cryopreservation Member's duties and obligations have been completed.

(d) Due to current uncertainties in the nature of cryonics research, of medical research in general, of future economic, social, and legal conditions, and due to the fact that, at this point in time, full and complete revival of Human Remains is not yet possible and there is the possibility that full and complete revival of Human Remains may not be possible for many years, if ever, and, due to the uncertain nature of human development in general and many uncertainties and variables, Alcor cannot guarantee that the Cryopreservation Member's remains will be maintained indefinitely to a point of revival or ever be fully returned to life and health.

(e) It may become necessary for Alcor, in its sole discretion, to release responsibility for the Cryopreservation Member's cryopreserved remains to another organization, which may have policies different from Alcor. Alcor does not guarantee the actions or good faith of any such organization. It is the intent of Alcor not to release such

responsibility to another organization unless Alcor determines, in its sole discretion, that is unable to continue to fulfill its Cryopreservation Procedures obligations itself.

(f) Alcor does not warrant or represent the success or quality of any of its procedures, current or yet to be developed, for cryopreservation or maintenance. There is no assertion, express or implied, that cryopreservation will be successful, or even that there is any significant probability of success. The probability of success remains unknown.

(g) There are currently no recognized standards for Cryopreservation Procedures to which to adhere, as cryopreservation and maintenance of cryopreserved Human Remains are highly experimental and unproven procedures.

(h) Due to rapidly evolving and changing legal standards in multiple disciplines applicable to cryopreservation, Alcor cannot make representations or warranties that any of the Cryopreservation Procedures and associated maintenance fully or will fully in the future, meet all such standards, nor that Alcor's provision of Cryopreservation Procedures will be unimpeded by private or public legal, regulatory, or administrative process.

(i) Alcor does not warrant or represent that the Cryopreservation Funding Minimum will be sufficient to pay for the Cryopreservation Member's Cryopreservation Procedures and associated ongoing cryopreservation maintenance. The Cryopreservation Funding Minimum constitutes an estimate that only considers current costs based on assumptions and estimates. It is periodically increased because of inflation and changing technology. For example, future advances in Cryopreservation may involve significant additional cost expenditures. The actual future costs are, and will remain, unknown, and some portions of the current costs, especially those that may arise from the special legal, medical, and practical circumstances of the individual the Cryopreservation Member cannot be known or even estimated with any degree of accuracy. It is strongly recommended that Cryopreservation Members arrange for Cryopreservation Funding greater than the present Cryopreservation Funding Minimum consistent with their remaining life expectancy and likely inflationary increases in their Cryopreservation Funding Minimum during that time.

(j) Alcor does not warrant or represent that it is or will ever be capable of partially or fully reviving or rehabilitating the Cryopreservation Member's cryopreserved remains.

(k) Alcor shall not be responsible for any problems relating to the Cryopreservation Member's cryopreservation or for any failure to cryopreserve the Cryopreservation Member's Human Remains resulting in whole or in part from the Cryopreservation Member's full or partial breach of their duties and obligations under the Agreement, or from the actions or failure of cooperation of the Cryopreservation Member's next of kin, family, physicians, attorneys, heirs, or executors, or any medical care facilities treating the Cryopreservation Member at or near the time of the Cryopreservation Member's Legal Death, or for lack of notice, or where the Cryopreservation Member has

executed a document with provisions contrary to the Agreement, where such failure or such contrary documents make impractical or impossible the timely and adequately provide the agreed-upon Cryopreservation Procedures to the Cryopreservation Member, the determination of such impracticability or impossibility shall be in Alcor's sole and absolute discretion.

(l) Alcor shall not be responsible for any problems with the Cryopreservation Member's cryopreservation or for any failure to cryopreserve the Cryopreservation Member's Human Remains resulting in whole or in part from occurrences beyond the reasonable control of Alcor, including, without limitation, war, fire, strike, shortage of materials, acts of God, pandemics, epidemics, or any federal, state, or local statutes, regulations or ordinances, or governmental or judicial directives.

(m) Alcor is not responsible for knowing the laws or customs in any particular or specific jurisdiction, and is not responsible for social, legal, economic, and other problems that might make transportation of Human Remains, cryopreservation and/or maintenance of the Cryopreservation Member's Human Remains illegal or impractical. This is particularly true if the Cryopreservation Member is traveling or residing outside the United States at the time of the Cryopreservation Member's Legal Death. Potential problems include but are not limited to the following: (1) the level of care that Alcor can give under such circumstances may be greatly compromised by travel times and delays, (2) the difficulty of transporting a skilled team abroad, (3) legal delays imposed by other governments, and (4) other factors outside Alcor's control. For these reasons, the Cryopreservation Member understands that it would be to the Cryopreservation Member's advantage to relocate near Alcor in the event of physical decline, at the Cryopreservation Member's cost and responsibility.

(n) It is understood, acknowledged, and accepted by the Cryopreservation Member that using technology available at the time the Cryopreservation Member enters cryopreservation, there is no guarantee nor is it reasonably foreseeable using the Cryopreservation Procedures available at the time of this Agreement that the Cryopreservation Member will ever be able to be revived or restored in any way. Further, the Cryopreservation Member acknowledges that there is no way to know in advance if the provision of Cryopreservation Procedures to the Cryopreservation Member will take place under any specific 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 the cryopreservation or revival of the Cryopreservation Member. Given current technological and legal limitations and the uncertainties involved in Alcor's Cryopreservation Procedures, it is possible that persons, entities and/or governmental entities may attempt to challenge the enforceability of the Agreement.

(o) If any arbitration, legal action, or proceeding is brought by Alcor against the Cryopreservation Member to enforce any part of the Agreement and any ancillary documents, Alcor shall be entitled to recover in addition to all other relief, its reasonable attorney's fees and costs.

(p) Where the Cryopreservation Member has made ancillary or back-up arrangements with other persons or organizations that provide similar procedures or otherwise are involved with the preservation of Human Remains in any manner, Alcor shall have no liability for delays, errors, problems, actions of such persons or organizations, or failures to perform, arising from such agreements.

(q) Whereas the effectiveness of the provisions of the Cryopreservation Procedures to the Cryopreservation Member may depend upon certain circumstances, including, but not limited to, the speed with which the provision of Cryopreservation Procedures after the Cryopreservation Member's Legal Death, Alcor shall not be responsible for any problems, damage, or deterioration relating to the Cryopreservation Member's Human Remains resulting in whole or in part from (a) the unavailability of personnel, materials, and equipment, where such lack is beyond the reasonable control of Alcor; (b) the lack of timely notice to Alcor of the Cryopreservation Member's Legal Death, impending death, or serious illness or injury; or (c) the Cryopreservation Member's distance from locations where Alcor possesses facilities and equipment suitable for the provision of Cryopreservation Procedures, and the legal, technical, and practical difficulties in transporting the Cryopreservation Member or the Cryopreservation Member's Human Remains thereto.

(r) Alcor is not obligated to *accept* the Cryopreservation Member's Human Remains or the Cryopreservation Member's Cryopreservation Funding if the duties of the Cryopreservation Member under the Agreement are not complied with at any time, or if the Human Remains do not conform to the Criteria for Cryopreservation in the Addendum of the Cryopreservation Membership Agreement. In addition, Alcor may elect not to accept the Cryopreservation Member's Human Remains and funds if Alcor determines in its sole and absolute discretion that the conditions existing at the time of the Cryopreservation Member's Legal Death would make it economically or physically infeasible, unreasonably difficult or impossible to provide the Cryopreservation Procedures without endangering the health, safety, or security of Alcor, its personnel, other members, or other Human Remains in the custody of Alcor. Some of these conditions include (but are not limited to):

(i) If the Cryopreservation Member's Human Remains are in a condition or location which could endanger the health or lives of Alcor personnel or its agents.

(ii) If the condition of the Cryopreservation Member's Human Remains is such that provision of Cryopreservation Procedures would be ineffective, non-beneficial, useless or impossible, subject to the Cryopreservation Member's elections in the Addendum of the Cryopreservation Membership Agreement.

(iii) If the Cryopreservation Member has not provided the Cryopreservation Funding Minimum required under the Cryopreservation Membership Agreement; or if subsequent legal challenges, attempts to acquire the

Cryopreservation Member's Human Remains, or any other circumstances have diminished or depleted the available or expected balance of the Cryopreservation Member's Cryopreservation Funding for Cryopreservation Procedures to a level at which the continuation of Cryopreservation Procedures is not possible.

(iv) If a Certificate of Death has not been signed or if other requirements of law have not been fulfilled by the Cryopreservation Member or by other Persons beyond the control of Alcor.

(v) If acceptance of the Cryopreservation Member's Human Remains would place Alcor in a legal, political, ethical or economic situation which could endanger the operations of Alcor or any of its personnel or its agents.

(s) In the event of a legal attack or challenge to Alcor's provision of Cryopreservation Procedures to the Cryopreservation Member, Alcor shall be entitled to use, in its sole and absolute discretion, all or any portion of available Cryopreservation Funding, for the defense of the Cryopreservation Member's Cryopreservation and other obligations of Alcor and the Cryopreservation Member.

(t) In the event that Alcor determines, in its sole and absolute discretion, that it cannot accept the Cryopreservation Member's Human Remains *before* accepting the Cryopreservation Member's Human Remains, Alcor shall be entitled to reject the Cryopreservation Member's Human Remains, and the funds provided for the Cryopreservation Member's cryopreservation and maintenance of the Cryopreservation Member's Human Remains shall be returned to the Cryopreservation Member's estate or other designated beneficiary, less all reasonable expenses and administrative costs incurred by Alcor relating to such return and related administrative matters, or shall be retained by Alcor, depending on the Cryopreservation Member's express written instructions provided to Alcor in the Addendum of the Cryopreservation Membership Agreement.

(u) In the event that Alcor determines, in its sole and absolute discretion, that it cannot provide Cryopreservation Procedures to the Cryopreservation Member *after* Alcor has accepted the Cryopreservation Member's Human Remains, Alcor will either make arrangements for return of the Human Remains to the Cryopreservation Member's next of kin or for the Human Remains to be disposed of by burial or cremation, unless it is required by law to return or dispose of the foregoing in another manner or to another person. Insofar as is possible, this will be performed according to the Cryopreservation Member's express written instructions and consents, with the understanding that Alcor has sole and absolute discretion to act on any related legal decisions, logistics, or other decisions or good faith actions as may be necessary relating to the Cryopreservation Member's Human Remains. The funds provided for the Cryopreservation Member's cryopreservation and maintenance of the Cryopreservation Member's Human Remains shall be returned to the Cryopreservation Member's estate or other designated beneficiary, or shall be retained by Alcor, depending on the Cryopreservation Member's express written instructions provided to Alcor in the Cryopreservation Membership Agreement.

(v) In the event of the dissolution of Alcor prior to the cryopreservation of the Cryopreservation Member, the Cryopreservation Membership Agreement shall automatically terminate and Alcor shall return any funds for prepayment of Cryopreservation Procedures provided by the Cryopreservation Member within a reasonable time after the decision to dissolve, but in no case later than 90 days after the dissolution of Alcor, unless otherwise required by a receiver or court of competent jurisdiction.

(w) At all times, it is the Cryopreservation Member's obligation to ensure that any insurance policies or other methods of payment or prepayment of Cryopreservation Funding name the appropriate parties and are sufficient to provide adequate and immediate funding for payment to Alcor. Further, it is the Cryopreservation Member's obligation to ensure that any such insurance policies or other methods of payment or prepayment are changed in the event of any cancellation or termination of the Cryopreservation Membership Agreement. The Cryopreservation Member is obligated to immediately notify Alcor of any changes in their insurance which would have any material effect on Alcor's entitlement to prompt and full payment.

(x) The Cryopreservation Membership Agreement is not, and shall bear none of the incidents of, a trust. Neither the Cryopreservation Member nor any of their heirs, successors, assigns, estate, or agents shall possess any equitable interest in any funds or consideration provided to Alcor under the Cryopreservation Membership Agreement after the payment thereof to Alcor, or in any of the proceeds thereof.

(y) The Cryopreservation Member agrees that the relationship with Alcor is that of a donor and charity, and Cryopreservation Procedure provider and Cryopreservation Procedure recipient, and not a trustee and that Alcor shall owe no fiduciary duty to the Cryopreservation Member, or to their heirs, successors, assigns, estate, or agents, with respect to the Agreement.

(z) Alcor will not be responsible for performing any memorial service(s) which the Cryopreservation Member may wish in connection with the Cryopreservation Membership Agreement and the Cryopreservation Member agrees not to make any such arrangements which will or could interfere with the timely collection of remains or affect the condition of remains.

(aa) Alcor will not permit public viewing of the Cryopreservation Member's Human Remains.

(bb) Alcor may, in its sole and absolute discretion, arrange for limited observation of certain portions of the provision of Cryopreservation Procedures to the Cryopreservation Member (where such observation does not interfere with the timely and effective provision of Cryopreservation Procedures to the Cryopreservation Member); Alcor may, in its sole discretion, refuse any observation.

(cc) No ceremony or memorial service of any kind will be permitted in or around the preparation or storage facilities.

(dd) Where Alcor deems, in its sole discretion, advisable or necessary, Alcor reserves the right to report on and discuss technical, medical, legal, and logistic details arising out of or relating to the provision of Cryopreservation Procedures to the Cryopreservation Member in publications and other public media consistent with Alcor's good faith implementation of its de-identification policies.

(ee) At all times, it is the Cryopreservation Member's obligation to ensure that any and all wills, trust documents, etc., are prepared and effectuated so as to provide Alcor with sufficient right and ability to provide all Cryopreservation Procedures to the Cryopreservation Member under any agreement with Alcor. It is the Cryopreservation Member's responsibility to amend or otherwise change any wills, insurance policies, or other agreements that may be affected by any change to the Cryopreservation Membership Agreement or any cancellation or termination of the Cryopreservation Membership Agreement.

(ff) In the future, costs may increase. In the event of such cost increases following cryopreservation of the Cryopreservation Member's Human Remains, Alcor shall maintain those Human Remains as well as it is able with the funds available to it. If the best commercially reasonable maintenance known is not possible with the sums available, Alcor shall use its best judgment as to alternative methods.

(gg) If Cryopreservation Member is a Lifetime Cryopreservation Member, the Cryopreservation Member understands that Alcor will make a good faith effort to provide Cryopreservation Procedures at least comparable to those procedures in use at the time that Lifetime Cryopreservation Membership was effectuated. As Cryopreservation technology advances, more sophisticated and expensive Cryopreservation Procedures may be offered in the future. Therefore, Alcor does not represent or warrant that the Lifetime Cryopreservation Membership will involve access to any specific Cryopreservation Procedures now-existing or developed in the future.

(hh) If it becomes impossible for Alcor to maintain the cryopreserved Human Remains of the Cryopreservation Member with the funds available or in the event of a dissolution of Alcor, Alcor shall attempt to find another organization which would be able to continue the cryopreservation. If transfer of the cryopreserved Human Remains to another organization that is able to continue the cryopreservation of such remains is not reasonably possible, then Alcor may pursue preservation by chemical or other suitable means and seek to find a reasonably suitable method and location for the continued preservation of such Human Remains. Prior to such action Alcor will provide ninety (90) days advance notice of intent to cease the provision of Cryopreservation Procedures to the individual(s), organization(s), or institution(s) designated by the Member as Cryopreservation Endangerment Contacts, or other person, such as next of kin, executor, or trustee, who may have an interest in continuing the Member's cryopreservation. If no

written rejection of Alcor's notice of intent to cease the provision of Cryopreservation Procedures is received by Alcor after 90 days of Alcor's submission of such notice, Alcor may proceed with the proposed actions/omissions. Under such circumstances, Alcor shall not be liable as long as all decisions with respect to the treatment of the Member's Human Remains have been made in good faith.

(ii) The Cryopreservation Member understands and agrees that whereas Alcor has been given sole and complete control of the Cryopreservation Member's Human Remains upon the Cryopreservation Member's legal death, in the circumstance of intent to cease cryopreservation, Alcor has no obligation to release those Human Remains to any person claiming them.

(jj) The Cryopreservation Member may designate as Cryopreservation Endangerment Contacts, individual(s), organization(s), and/or institution(s) who may wish to provide financial or other assistance for the Cryopreservation Member's cryopreservation, maintenance, or revival, who may wish to assist in transferring care for the cryopreserved Human Remains of the Cryopreservation Member to another organization, or who may be willing to assume care for the Human Remains, if legally possible. Alcor will attempt to communicate with the Contact(s), in order to provide information concerning the Cryopreservation Endangerment. Alcor has no authority and takes no responsibility to compel action on the part of such Contact(s). Such action can only be arranged through separate agreements between the Cryopreservation Member and the Contact(s). The mere designation of a Cryopreservation Endangerment Contact in the Addendum does NOT constitute such a separate agreement.

(kk) Absent willful misconduct of Alcor, Alcor shall have all right and entitlement in its sole and absolute discretion and without regard for the Cryopreservation Member's stated preferences and conditions to cease the Cryopreservation of Cryopreservation Member, and other than as stated herein, Alcor shall have no other liabilities arising out of or relating to the ceasing of the Cryopreservation of Cryopreservation Member.

17. Termination by Alcor. In addition to any remedies that may be provided under the Agreement, Alcor may terminate the Cryopreservation Membership Agreement and any ancillary documents thereto with immediate effect, followed by prompt written notice to the Cryopreservation Member, if the Cryopreservation Member:

- (a) fails to pay any amount when due under the Agreement;
- (b) has not otherwise performed or complied with any of the term or obligation under the Agreement, in whole or in part; or
- (c) fails to comply with any contingency under the Agreement.

18. Termination by the Cryopreservation Member. A Cryopreservation Member acting on their own behalf (in propria persona) and not by an attorney, agent, or other legal representative of any kind or nature may at any time terminate the Cryopreservation Membership Agreement by sending a registered letter, signed by the Cryopreservation Member and two witnesses, stating his/her intention to cancel, to Alcor. The witnesses shall state under penalty of perjury that 1) to the best of their knowledge the Member is mentally competent and is not acting under undue influence or coercion, and 2) the witnesses have no financial interest or expectancy, present or contingent, in the estate of the Member or in any funds provided for the Cryopreservation of the Cryopreservation Member. Following such a cancellation, it is the Cryopreservation Member's responsibility to change any insurance policies, trust funds, etc., as necessary in accordance with his/her wishes. At the Cryopreservation Member's request, Alcor will provide a Buy Back Agreement or a Prepayment Agreement for non-Lifetime Cryopreservation Members, guaranteeing that Alcor will relinquish any rights or claims to the Member's refundable Cryopreservation Funding should the Cryopreservation Member cancel this Agreement. Amounts paid in connection with Lifetime Cryopreservation Membership are not refundable. Additionally, a Cryopreservation Member may terminate the Agreement, effective upon written notice identifying such breach delivered to Alcor if Alcor materially breaches the Agreement and Alcor does not cure such breach within sixty (60) days after receipt of written notice of such breach.

19. Amendment and Termination by Alcor. Alcor may amend this Agreement and these Terms at any time with thirty (30) days written notice to the Cryopreservation Member in its sole and absolute discretion. Alcor may cancel this Agreement at any time in the event that the Cryopreservation Member has not fulfilled his/her duties as stated herein or if the Cryopreservation Member has willfully misrepresented information given to Alcor. Alcor will notify the Member of Alcor's exercise of its termination rights hereunder. In the event of a termination by Alcor without cause, which shall be determined in Alcor's reasonable discretion, or in the case of cancellation by the Cryopreservation Member, within fourteen (14) working days of cancellation, Alcor will return to the Cryopreservation Member any refundable prepayment of Cryopreservation Funding less any reasonable expenses Alcor may have incurred in connection with cancellation of this Agreement. Amounts paid in connection with Lifetime Cryopreservation Membership are not refundable under any circumstances. Cancellation of the Cryopreservation Membership Agreement does not cancel the Regular or Lifetime Membership Agreement of a Member.

20. Termination and Cryopreservation Funding. It remains the Cryopreservation Member's responsibility to change any wills, insurance policies, or other agreements that may be affected by cancellation of this Agreement. With the exception of Lifetime Cryopreservation Membership payments, and other than for outstanding costs or expenses incurred by Alcor in relation the actions undertaken by Alcor prior to the Cryopreservation Member's cancellation, Alcor agrees not to retain the Cryopreservation Member's Cryopreservation Funding after the cancellation of this Agreement, unless the Cryopreservation Member has specifically provided for Alcor to do so. At the

Cryopreservation Member's request, Alcor will, in its sole discretion, provide a Buy Back Agreement or a Prepayment Agreement to non-Lifetime Cryopreservation Members guaranteeing that Alcor will relinquish any rights or claims to the Cryopreservation Member's Cryopreservation Funding should the Member cancel this Agreement. Amounts paid in connection with Lifetime Cryopreservation Membership are not refundable.

21. Reinstatement. A Cryopreservation Member whose Cryopreservation Membership Agreement has been cancelled may be eligible for reinstatement according to reinstatement policies in effect at the time of cancellation. However, it is understood that Alcor accepts no legal obligation, responsibility, or liability to perform Cryopreservation Procedures for the Cryopreservation Member or to maintain the Cryopreservation Member in cryopreservation if the Cryopreservation Member is legally deceased before all reinstatement requirements have been satisfied.

22. Waiver. No waiver by Alcor of any of the provisions of the Agreement is effective unless explicitly set forth in writing and signed by Alcor. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

23. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached the Agreement for any failure or delay in fulfilling or performing any term of the Agreement (except for any obligations of the Cryopreservation Member to make payments to Alcor hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of the Agreement; (f) national or regional emergency, including without limitation, epidemics or pandemics; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the control of the Impacted Party. The Impacted Party shall give notice within thirty (30) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section, Alcor may thereafter terminate the Cryopreservation Membership Agreement and any ancillary documents thereto upon ten (10) days' written notice.

ALCOR LIFE EXTENSION FOUNDATION

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

24. Assignment. The Cryopreservation Member shall not assign any of their rights or delegate any of its obligations under the Cryopreservation Membership Agreement or any ancillary documents thereto, or these Terms without the prior written consent of Alcor. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the Cryopreservation Member of any of their obligations hereunder or thereunder. Notwithstanding anything to the contrary herein, Alcor shall at all times retain the right to assign the Agreement and any/all rights and obligations thereunder in its sole and absolute discretion.

25. Relationship of the Parties. Nothing contained herein shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

26. No Third-Party Beneficiaries. The Cryopreservation Membership Agreement and any ancillary documents thereto, and these Terms are for the sole benefit of the Cryopreservation Member and Alcor, 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 hereof and thereof.

27. Governing Law. All matters arising out of or relating to the Cryopreservation Membership Agreement and any ancillary documents thereto, and these Terms are governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Arizona.

28. Arbitration. Any controversy or claim arising out of or relating to this Cryopreservation Membership Agreement or these Terms, or the breach thereof, shall be settled by binding arbitration in Maricopa County, Arizona, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgement upon the award entered by the arbitrator(s) may be entered and enforced by any court having jurisdiction thereof. Additionally, the parties intend that the arbitrator(s) have power to issue any provisional relief appropriate to the circumstances, including but not limited to: temporary restraining orders, injunctions and attachments. The Parties intend that this agreement to arbitrate is irrevocable, and agree that either party is entitled to injunctive relief to quash litigation by the other Party which breaches this agreement. If the Cryopreservation Member refuses to comply with arbitration terms, then Alcor shall have the right to enforce this arbitration provision and/or bring claims in the State or Federal Courts situated in Maricopa County, Arizona.

29. Submission to Jurisdiction and Venue. In addition to the foregoing mandatory arbitration terms, the Cryopreservation Member acknowledges and agrees that Alcor's cryopreservation facilities and headquarters are located in the State of Arizona, and

that Alcor's acceptance of the Cryopreservation Member's Human Remains shall occur in the State of Arizona and, therefore, the Cryopreservation Member irrevocably agrees that, in the event that Alcor waives its right to arbitrate any claims or controversies arising out of or relating to Cryopreservation Membership Agreement or these Terms, the State and Federal courts located in the State of Arizona have sole and exclusive jurisdiction over any and all matters arising out of or relating to the Cryopreservation Member's interactions and relationship with Alcor, the Agreement, Cryopreservation Member's Human Remains, and any Cryopreservation Procedures provided by Alcor. The Cryopreservation Member knowingly and intentionally submits to the foregoing arbitration requirements and to this jurisdiction notwithstanding the Cryopreservation Member's domicile at the time of entering the Agreement and knowing that the location of the Cryopreservation Member's remains at the time of death may be in a different jurisdiction and that the laws of such jurisdiction may differ from the choice of law, jurisdiction and venue hereunder. The Cryopreservation Member acknowledges and agrees that their intent in submission to these terms is binding as to matters involving the Cryopreservation Member's estate and Human Remains to the extent that claims relating to the Cryopreservation Member's Human Remains and/or Cryopreservation Member's estate are brought and involve Alcor in any way. The Cryopreservation Member irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue for any action or proceeding arising out of or relating to the Agreement or these Terms in any arbitration or any court referenced in this Section, and the Cryopreservation Member waives the defense of an inconvenient forum to the maintenance of such action or proceeding in any such arbitration or court.

30. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Cryopreservation Membership Agreement or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or email, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Agreement, a Notice is effective immediately upon the earlier of: (a) actual receipt of the receiving party, or (b) within 3 days after the party giving the Notice has complied with the requirements of this Section in good faith.

31. Severability. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify the Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

32. Survival. Provisions of the Agreement which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement.

33. Interpretation. For purposes of the Agreement, (a) the words “include,” “includes,” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to the Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, Exhibits, and Addenda refer to the Sections of, and Schedules, Exhibits, and Addenda attached to the Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules, Exhibits, and Statements of Work referred to herein shall be construed with, and as an integral part of, the Agreement to the same extent as if they were set forth verbatim herein. The headings hereof and in the Agreement and Addendum are for reference only and shall not affect the interpretation of the Cryopreservation Membership Agreement and any ancillary documents thereto, or these Terms.

34. The Cryopreservation Member Acceptance of Terms and Conditions. The Member hereby acknowledges receipt of these Terms, and that the Member has read and understands them, and agrees to be bound by the terms and conditions thereof as the same may be amended, modified or supplemented from time to time by Alcor. The Member further acknowledges that the Member is not relying on any oral representations in relation to these Terms.

[CHECKBOX/INITIALS that Ts and Cs have been read, understood and agreed upon]