



**ALCOR LIFE EXTENSION FOUNDATION**  
**7895 E. Acoma Dr. #110, Scottsdale, AZ 85260-6916**

# **ALCOR LIFE EXTENSION FOUNDATION**

## **MEMBERSHIP AGREEMENT**



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The undersigned (“You”, “Your” or the “Member”) hereby agrees to the terms of this Membership Agreement with ALCOR LIFE EXTENSION FOUNDATION, an Arizona non-profit corporation (“Alcor”) for the Membership (herein the “Membership”) elected in Section II below and subject to the then-in-effect Membership Terms and Conditions and as they may be updated from time to time at Alcor’s sole discretion which are hereby incorporated by reference (the current version of the Membership Terms and Conditions is attached hereto as **Exhibit “A”**). Capitalized terms used and not otherwise defined in this Membership Agreement have the respective meanings given in the Membership Terms and Conditions in effect as of the date of this Membership Agreement, all of which are hereby incorporated by reference.

### **I. MEMBER INFORMATION**

[ALCOR TO PROVIDE/INSERT CURRENT MEMBERSHIP APPLICATION TABLE FOR PERSONAL INFORMATION]

### **II. MEMBERSHIP ELECTION**

**Membership Generally: All Memberships are non-transferable and non-refundable except as specified herein. Membership grants only the rights, benefits and obligations expressed in this Agreement and its then-in-effect Membership Terms and Conditions. A Member will not be a member as contemplated by Title 10 of the Arizona Revised Statutes or under any other statute in any other jurisdiction and the Member will have no rights of a member as contemplated by Title 10 of the Arizona Revised Statutes or any other similar such statutory or common law membership rights in any jurisdiction including, but not limited to, voting rights in Alcor, the right to non-public corporate information belonging to Alcor, visiting Alcor’s premises, bringing derivative actions against Alcor, or other rights contemplated by such laws for members of a non-profit corporation.**

The Member hereby selects the Membership elected below and agrees to pay all membership dues, donations, taxes, fees and related costs as stated below during the term of the Membership.

#### **A. Regular Membership**

- i. Dues.** If You select a Regular Membership, Your dues are as follows:

**[CLIENT CALCULATIONS + (the “Regular Membership Dues”)]**

- A failure to pay Regular Membership Dues upon renewal as required by this Membership Agreement and the Membership Terms and Conditions constitutes a material breach of this Membership Agreement and will result in termination of any existing Regular Membership Status.

- Regular Membership Dues are subject to increases and Alcor retains the right at all times to adjust the Regular Membership Dues for the next cycle of Regular Membership in its sole and absolute discretion.
- Membership Dues in excess of the fair market value received by the Member may be tax deductible and Member should consult with their Certified Public Account or other Tax Professional regarding any such deductions.

**ii. Benefits.** Regular Membership entitles the Member to the following benefits:

- Alcor newsletter and/or magazine and/or digital subscription;
- The option to enter into a separate agreement with Alcor for cryopreservation of the Member (“Cryopreservation Membership”) and for cryopreservation of the Member’s companion animal(s), at Alcor’s sole and absolute discretion; and
- Any other benefits as provided by Alcor to its Regular Members. Alcor reserves the right to alter the benefits of Regular Membership in its sole and absolute discretion.

**iii. Term; Termination.**

**a. Term.**

Your Regular Membership status is effective as of the date your dues payment is received by Alcor and Alcor approves your Membership Agreement and for a 12 month period thereafter, which will be automatically billed and upon payment of the then-required dues for the next renewal period, your Regular Membership will be renewed for each successive 12 month period unless otherwise terminated pursuant to the terms in this Membership Agreement and its then in-effect Membership Terms and Conditions.

**b. Termination**

By the Member – The Member must deliver written notice to Alcor of their intent not to renew the Member’s Regular Membership at least sixty (60) days prior to the Member’s next automatic renewal date. Delivery of such notice of intent not to renew shall have the effect of Alcor not renewing the Member’s Regular Membership, but will not entitle the Member to any refund of Member’s Regular Membership Dues already paid to Alcor except as expressly set forth herein. Regular Membership will not be automatically cancelled in the event that a Cryopreservation Membership Agreement is started but not completed or is otherwise cancelled.

By Alcor – Alcor has the right to terminate the Member’s Regular Membership for any reason, including for the non-payment of dues, or for no reason, in Alcor’s sole and absolute discretion. In the event that Alcor terminates the

Member's Regular Membership prior to the final day of the then-current term, then the Regular Member shall be entitled to a pro-rated refund of their Regular Membership Dues for the then-current term, which shall be provided by Alcor within thirty (30) days of Alcor's termination of the Member's Regular Membership.

## B. Lifetime Membership

- i. **Lifetime Membership Dues.** If You select a Lifetime Membership, You pay a lump sum amount, which means Your Alcor Membership dues will be paid up for your natural life and You will not have to pay any future yearly increases in dues that apply to Regular Membership. Lifetime Membership status is effective as of the date payment is received by Alcor and Alcor approves your Membership Agreement. Your dues for a Lifetime Membership are as follows:

### [CLIENT CALCULATIONS]

- ii. **Non-Refundable.**

**EXCEPT WHEN TERMINATED BY ALCOR, ONCE MADE, THE LIFETIME DUES ARE NON-REFUNDABLE. UNDER NO CIRCUMSTANCES WILL A LIFETIME MEMBER OR ANY FAMILY MEMBER OF THE LIFETIME MEMBER, HEIR, BENEFICIARY, OR AFFILIATE OF SUCH LIFETIME MEMBER BE ENTITLED TO A FULL OR PARTIAL REFUND OF THE LIFETIME DUES.**

- iii. **Benefits.** Lifetime Membership entitles the Member to certain benefits, including, but not limited to, the following:
  - All benefits of a Regular Membership;
  - Protection against increases in dues over Member's natural lifetime;
  - The option to become a Lifetime Cryopreservation Member of Alcor; and
  - Potential Tax Benefits (Member should consult with their Certified Public Account or other Tax Professional regarding any such benefits).
- iv. **Term; Termination.** The term of the Lifetime Membership is for the natural life of the Lifetime Member.
  - a. **By the Member** - Because Lifetime Membership Dues are nonrefundable once paid, the Lifetime Membership cannot be terminated other than by Alcor. A Lifetime Member may, upon 60 days written notice to Alcor, request that Alcor not continue to send Alcor Member materials, communications or continue listing the Lifetime Member as a Member in Alcor materials, in which case Alcor will record the Member as inactive unless and until the Lifetime Member wishes to become active again.



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**b. By Alcor** - Alcor has the right to terminate the Lifetime Member's Membership for any reason, including for the non-payment of required funds or for no reason, in Alcor's sole and absolute discretion. In the event that Alcor terminates the Lifetime Member's Membership, the Member shall be entitled to a pro-rated refund of Lifetime Dues which shall be provided by Alcor within thirty (30) days of Alcor's termination of the Member's Lifetime Membership.

If Alcor elects to terminate a Lifetime Member's Membership and issue a refund, the pro rated calculation of any refund will be based upon the locked in membership dues used to calculate the Lifetime Member's dues in Section II. B. i, herein, and will be pro-rated for each year that the Lifetime Member was a Member of Alcor prior to the year in which the Lifetime Member's Membership is cancelled by Alcor. No interest will be paid in the event Alcor refunds a Lifetime Member's Membership.

Lifetime Membership will not be automatically cancelled in the event that a Cryopreservation Membership Agreement is started but not completed or is otherwise cancelled.



Having read and understood the above Alcor Membership options, I, the undersigned, represent on my own behalf or on behalf of a minor seeking membership for whom I am the parent or legal guardian: (i) that I have had sufficient opportunity to make inquiries to Alcor regarding this Membership Agreement; (ii) that I have sufficient information to make the following membership election; (iii) that I am eighteen years of age or older, of sound mind and under no constraint or under influence; and (iv)that I willingly make the following Alcor Membership election. I further represent that I have had sufficient opportunity to consult with third-party professionals for legal, financial, and other counsel regarding my Membership election. I acknowledge that I have received no tax or legal advice from Alcor and have not relied upon any legal, tax or financial advice from Alcor as an inducement to enter into this Agreement. If my Membership is approved by Alcor, I acknowledge that my Membership is, at all times, subject to the then in-effect Membership Terms and Conditions applicable to that type of Membership.

In consideration of the foregoing, I hereby select the following Membership, subject to acceptance by Alcor and my compliance with all terms and conditions hereof:

(Please initial next to the Membership you elect. You may only select one such Membership.)

[Redacted] Regular Membership

[Redacted] Lifetime Membership

III. PUBLIC DISCLOSURE

Pursuant to the confidentiality provisions of Alcor’s Membership Terms and Conditions, Alcor will make reasonable efforts to protect the name and membership status of Members unless the Member specifically authorizes Alcor to publicly disclose that information. As such, with regards to confidentiality regarding the Membership you have selected above, You hereby authorize Alcor as follows:

[Redacted] I give Alcor permission to freely release my name and related Alcor membership status at its discretion

[Redacted] Alcor is to make reasonable efforts to maintain confidentiality of my information, subject to Alcor’s General Terms and Conditions.



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If the Member subsequently executes a Cryopreservation Membership Agreement, the public disclosure elections made by the Member therein shall supersede the public disclosure elections set forth herein as long as that Cryopreservation Membership Agreement remains in force.

Dated: [DATE]

Member's Signature

\_\_\_\_\_  
By: [MEMBER NAME]

Dated: [DATE]

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

\_\_\_\_\_  
By:[PARENT/LEGAL GUARDIAN'S NAME]  
Member's Name: \_\_\_\_\_

This Membership Agreement will not be approved until the required Membership Dues have been accepted by Alcor and until this 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: \_\_\_\_\_