

# **Cryopreservation Agreement between the Cryonics Institute and Suspended Animation**

This restated and amended agreement between Suspended Animation, Inc (referred to below as “SA”) located at 3020 High Ridge Road #300, Boynton Beach, FL 33426, and the Cryonics Institute (referred to below as “CI”) located at 24355 Sorrentino Court, Clinton Township, MI 48035 replaces in its entirety all versions of any similar agreement between SA and CI dated prior to November, 2007.

## ***I. Definitions***

An “Abandoned Standby” is one that is ended by SA and will not resume, because of insufficient funding or other extraordinary circumstances prior to legal death.

“Applicant” is a CI Member who has applied to receive procedures from SA.

“CI Member” is an individual who has been granted membership in CI.

“Completion Form” is the form titled “Attachment 1: Certification of Completion of Standby-Transport Performed for the Cryonics Institute by Suspended Animation,” appended to this Agreement.

"Deployment Account" means a bank account established by the SA-Affiliated CI Member solely and specifically to maintain funding for initial deployment of a Standby.

An “Electively Terminated Standby” is one that is ended by decision of the Standby Recipient or Standby Surrogate prior to legal death.

"Financially Authorized Personnel" means those fulltime SA employees proposed by SA and approved by the SA-Affiliated CI Member as having signature authority over the Deployment Account.

"Insignificant Risk" is a risk of mortality typical for a person of that age who is not afflicted with any life-threatening condition likely to cause natural death within 30 days.

“SA-Affiliated CI Member” is an Applicant whose status has been formally accepted by SA and who has executed both the “Individual Agreement Regarding Standby-Transport for a Cryonics Institute Member by Suspended Animation” and the “Suspended Animation Local Help” Rider.

“SA-Assisted CI Standby-Transport” is a Standby and Transport managed and controlled by SA for an SA-Affiliated CI Member.

“SA-CI Fee Schedule” is the schedule of fees in “Attachment 2: Schedule of Fees for Standby-Transport provided for the Cryonics Institute by Suspended Animation,” appended to this Agreement.

"SA-CI Protocol" means the procedures, equipment, personnel, and objectives described in the document titled "SA-CI Protocol for Standby-Transport to be performed for the Cryonics Institute by Suspended Animation” which has been supplied to CI and shall be shown to any Applicant.

"SA Team Member" means any employee or independent contractor whom SA certifies as being trained to perform duties during Standby or Transport, based on criteria defined in the SA-CI Protocol.

"Serious Risk" is a risk of natural death for someone whose death is likely within the next 7 days.

"Small Risk" is a risk of mortality which is greater than Insignificant Risk, but is still not likely to cause natural death within the next 7 days.

“Standby” means the deployment and utilization of personnel and equipment before the pronouncement of legal death of an SA-Affiliated CI Member, with the intention of averting brain death and facilitating optimum subsequent human cryopreservation.

"Standby Surrogate" means a person who has been designated by the SA-Affiliated CI Member as having the power to initiate or revise a standby on behalf of the member.

"Standby Candidate" means an SA-Affiliated CI Member who is experiencing a risk that is assessed to be greater than Insignificant.

"Standby-Transport Recipient" means an SA-Affiliated CI Member who is receiving or has received procedures provided by SA before or after legal death.

“Transport” means the application of procedures to an SA-Affiliated CI Member from the moment after pronouncement of legal death until CI accepts possession of the member.

## ***II. General Obligations for CI***

a) CI shall offer to CI Members

i) Information describing SA activities, personnel, equipment, and capabilities. All information about SA shall be submitted to SA to check for accuracy before being provided to CI Members on the CI website or in other media. CI retains ultimate authority over what does or does not appear on the CI website or is submitted by CI through other media.

- ii) The SA-CI Protocol, which shall be included on the CI web site and shall be available to any CI member on request.
- b) For every Applicant, CI shall make best efforts to supply SA with the following:
- i) Contact information for the Applicant and a signed and witnessed (or notarized) Next of Kin Agreement or Consent/Release form, or a Durable Power of Attorney for Health Care.
  - ii) Copies of documents relevant to Standby, Transport, and cryopreservation, including CI membership paperwork, documents assigning power of attorney (if any), documents establishing a Standby-Transport Recipient surrogate (if any), and Uniform Donor Form.
  - iii) A fully executed original copy of the document titled “Individual Agreement Regarding Standby-Transport for a Cryonics Institute Member by Suspended Animation.”
- c) CI shall provide SA with contact information for all CI employees who should be contacted in an emergency. This list shall be updated whenever the information changes. At least one CI employee shall be on-call at all times.
- d) All communications between CI and SA relating to SA-Affiliated CI Members shall be treated as confidential unless otherwise stated.
- e) CI shall exercise due diligence to protect physical documents and digital copies transmitted to it by SA containing information relating to any SA-Affiliated CI Member, any Standby or Transport, or any Standby-Transport Recipient.
- f) CI recognizes that SA wishes to provide various procedures for other cryonics organizations. CI shall not obstruct or otherwise interfere with SA's activities in this respect and shall not comment publicly on SA's procedures to other organizations. However, CI shall not be responsible for any statements or communications from its employees where the employees clearly indicate that they speak for themselves, not on behalf of CI.

### ***III. General Obligations for SA***

- a) For SA-Affiliated CI Members, SA shall make every possible effort to provide procedures defined in the SA-CI Protocol.
- b) SA shall refrain from making any comparative statement, either publicly or privately to CI Members or to third parties, about the capabilities, procedures, equipment, performance, or personnel of CI, Alcor, the American Cryonics Society, or any other cryonics-related organization. However, SA shall not be responsible for any statements or

communications from its employees where the employees clearly indicate that they speak for themselves, not on behalf of SA.

c) Because human cryopreservation is an experimental procedure with an unknown outcome, SA shall not make any claims that SA's efforts to minimize any form of damage to the brain will be adequate to ensure subsequent repair or revival of the brain or any part thereof. All claims about SA procedures shall be properly documented in a responsible fashion.

d) SA shall insure that CI has an up-to-date list of all SA Team Members, and their emergency contact information. At least one SA employee shall be on-call at all times.

f) SA shall respect the confidentiality of all information it receives from any source regarding SA-Affiliated CI Members. SA shall never divulge confidential information regarding SA-Affiliated CI Members to any third party without authorization from the President or Vice-President of the Cryonics Institute; provided, however, that nothing in this subparagraph shall interfere with SA's compliance with a court order, subpoena, or other legal process that compels disclosure of such confidential information; however, in such event, unless restrained by legal document or authorities, SA will advise CI in advance of disclosure of the information so as to allow CI to take any legal measures it deems necessary to protect its interests.

g) SA shall maintain all physical records relating to SA-Affiliated CI Members in a locked safe, and shall encrypt all computer records relating to SA-Affiliated CI Members using "PGP" software.

h) SA shall destroy all physical records and shall erase all computer records regarding any SA-Affiliated CI Member who fails to maintain SA-Affiliated CI Member status previously established under the Suspended Animation Local Help Rider.

i) SA shall provide for CI up-to-date copies of the SA-CI Protocol and the SA-CI Fee Schedule.

#### ***IV. Procedures, Preparedness, and Payment***

a) SA shall maintain sufficient equipment and supplies to perform at least two Standbys and Transports conforming to the SA-CI Protocol, except that during the 30 days following Standby or Transport work performed for any of its clients, SA may maintain sufficient equipment and supplies to perform only one Standby and Transport.

b) SA shall make every effort to have at least four appropriately trained personnel available on a 24-hour basis to perform a Standby and Transport.

c) SA shall maintain an emergency contact number or answering service that it tests at least once each month.

- d) For every Applicant, SA shall be responsible for obtaining proof of funding for Standby deployment, in a form acceptable to SA.
- e) When SA accepts an SA-Affiliated CI Member, SA shall notify the member and CI immediately, and shall maintain proper records of all such Members.
- f) CI shall keep a record of all SA-Affiliated CI Members so that if any of them becomes a Standby Candidate, CI can act promptly and appropriately.
- g) SA shall maintain a health record for each SA-Affiliated CI Member, based on telephone or email inquiries to the member that it shall make at intervals of one year, or less if this is warranted by the member's health condition.
- h) If SA or CI learns that the status of an SA-Affiliated CI Member has changed, the organization that obtains this information shall notify the other organization immediately. "Change of status" shall include any information of relevance to Standby or Transport work. Neither organization shall be responsible for acts, errors, or omissions resulting from negligence by the other organization in providing up-to-date information.
- i) Upon learning that an SA-Affiliated CI Member has become a Standby Candidate, SA shall confer with the member and with CI to decide whether to initiate a Standby. If SA commences a Standby, SA shall make every possible effort to pursue the Standby diligently, in conformity with SA-CI Protocol, with the intention of achieving a favorable outcome.
- j) SA shall have the right to withhold or discontinue Standby under the following circumstances:
- i) If SA has good reason to believe that it will not receive payment, after exploring all possible sources including relatives and other interested parties.
  - ii) If it appears at any time that the safety of SA employees or SA Team Members may be jeopardized.
  - iii) If SA has insufficient personnel, equipment, or supplies.
  - iv) If SA has good reason to believe that legal challenges, hostile relatives, or similar factors will make it impossible or impracticable to implement or continue the SA-CI Protocol or may create an undue risk of liability to SA or SA Team Members.
  - v) If the SA-Affiliated CI Member appears indecisive, confused, or otherwise unable to give informed consent, and has not nominated any other person or entity to make decisions on his behalf.
  - vi) If the SA-Affiliated CI Member is located outside of the continental United States.

k) An SA-Affiliated CI Member may prohibit or cancel his own Standby at any time, so long as he is judged mentally competent to do so.

l) During the SA-CI Standby, premortem, SA shall make every effort to:

i) Track the SA-Affiliated CI Member's condition and update the member's prognosis, where permitted by healthcare providers, family members, and any persons with authority to make decisions on behalf of the SA-Affiliated CI Member.

ii) Record all relevant member data, and other information describing the progress of the SA-CI Standby.

iii) Liaise with relatives, healthcare providers, and others in the vicinity, in an effort to establish a relaxed and friendly rapport so that postmortem procedures may be performed quickly and cooperatively

iv) Provide all pertinent information to CI at least once every 24 hours.

v) Provide general information about cryonics procedures to people who are concerned with the SA-Affiliated CI Member's welfare

m) During the SA-CI Standby, premortem, SA Team Members shall NOT:

i) Intrude upon the SA-Affiliated CI Member unnecessarily.

ii) Adopt a confrontational relationship with health-care providers or family members, or attempt to promote the concepts of cryonics in an intrusive or persistent manner.

iii) Obtain vital signs or otherwise interfere with the SA-Affiliated CI Member without permission from the Member's healthcare providers, if applicable, or in the alternative, authorized family member or personal representative.

iv) Offer or administer any kind of treatment, medication, or medical procedure before legal death is pronounced.

n) After an SA-Affiliated CI Member has been pronounced legally dead, CI shall be responsible to pay SA for Transport procedures according to the SA-CI Fee Schedule, up to the amount of cryopreservation funding for Transport previously established by the SA-Affiliated CI Member, so long as SA makes best efforts in good faith to follow SA-CI Protocol, and so long as SA has not already secured alternate funding from another source. This obligation may be waived only by prior written consent from SA. In the event that SA has secured alternate funding, CI shall be responsible to pay for only those costs which remain outstanding.

o) At the conclusion of procedures defined in the SA-CI Protocol, or sooner if requested by CI, a suitably authorized CI representative shall sign the Completion Form and present it to a suitably authorized SA representative.

p) SA shall have the right to make public statements about its own procedures during the Standby provided such statements are approved by the Standby-Transport Recipient's relatives and all other interested parties specified by CI. SA shall refrain from making any other statements about the Standby without express permission from CI.

q) CI shall have the right to make public statements regarding the Standby or Transport provided that CI first verifies the accuracy of all statements of fact relating to SA-CI Protocol.

r) SA shall have the right to publish a full case report, provided it first verifies all statements of fact with CI and takes all steps required by CI to maintain Standby-Transport Recipient confidentiality and protect the identities of others who wish to remain anonymous.

s) SA shall provide original copies of all clinical data, notes, photographs, videos, and audio recordings to CI, if permission to do so is granted by the SA-CI Member in the "Suspended Animation Local Help Rider."

t) CI shall bear no financial responsibility for paying SA for SA's pre-mortem (Standby) activities. After the legal death of a Standby-Transport Recipient for whom SA has provided Transport procedures, SA shall submit an invoice to CI within one week, itemizing all procedures that were rendered. In the event of legal death, CI shall be financially responsible to pay SA for all Transport procedures rendered to the SA-Affiliated CI Member described in the SA-CI Protocol, as may be amended from time to time, provided that CI shall in no case be financially responsible to SA for an amount of money in excess of the amount that the SA-Affiliated CI Member has allocated for SA Transport under the "Suspended Animation Local Help" Rider and provided that CI not be required to pay in excess of the prices provided by SA for its activities (as listed in the Fee Schedule that was in effect for the SA-Affiliated CI Member when the Standby occurred). CI is responsible for the Completion Fee (Transport Fee for post-mortem procedures), to be paid to SA from insurance proceeds or prepayment. CI is not financially responsible for any payment or payment arrangement made directly to SA by the SA-Affiliated Member. CI is not responsible for the Insured Standby Plan fees or for any other pre-mortem expenses.

u) CI shall have up to 60 (sixty) days following legal death of the Standby-Transport Recipient to settle the invoice from SA for services rendered. If SA has not received full payment after 60 days, it may commence charging a late fee at the rate of 6 percent interest per annum, compounded monthly, until the invoice is settled in full.

v) If CI determines that funding arrangements for cryopreservation of the SA-Affiliated CI Member are no longer adequate, CI may, at its exclusive discretion, terminate the

"Suspended Animation Local Help Rider" for that member and shall notify SA of this situation immediately. Such notification shall result in the following consequences:

- i) If the notification is received by SA before legal death of the SA-Affiliated CI Member, CI shall have no remaining obligations, financial or otherwise, toward SA for this Member.
- ii) If the notification is received by SA after legal death of the SA-Affiliated CI Member, CI shall reimburse SA for any postmortem procedures provided by SA up to that point in time, and SA shall deliver the SA-Affiliated CI Member's remains to the custody of next-of-kin.

## ***V. Term***

The provisions of this Agreement shall commence upon the date of signature and shall continue for one year. The Agreement shall renew automatically on an annual basis unless either signatory notifies the other of a desire for non-renewal during the 30 days prior to the next renewal date, in which case the Agreement shall terminate on that date. If this Agreement is not renewed or is terminated for any reason, then there will be an automatic termination of both the "Individual Agreement Regarding Standby-Transport for a Cryonics Institute Member by Suspended Animation" and the "Suspended Animation Local Help" Rider for every SA-Affiliated CI Member

## ***VI. Miscellaneous***

- a) The invalidity of any paragraph of this agreement shall void only that section and not the entire agreement.
- b) This Agreement, which incorporates and references the "Cryonic Suspension Agreement - Suspended Animation Service Local Help Rider", the "Individual Agreement Regarding Standby Service for a Cryonics Institute Member by Suspended Animation", "Protocol for SA-CI Standby-Transport to be Performed for the Cryonics Institute by Suspended Animation", "Attachment 1 (Certificate of Completion)" and "Attachment 2 (Schedule of Fees)" to the extent applicable hereto, states the entire agreement of the parties hereto and is intended to be the final, complete and exclusive statement of the terms thereof.
- c) This Agreement is reasonably related to the State of Michigan, and the rights and obligations of the parties hereunder, and all performance hereunder, shall be governed and construed in accordance with the laws of the State of Michigan.
- d) Any modification or waiver of this Agreement must be made in writing and signed by both parties.

e) This Agreement shall bind the parties hereto and their agents, successors and assigns.

f) The headings in this Agreement are for purposes of reference only, and shall not limit or otherwise affect the meaning of this Agreement.

g) This Agreement is executed in counterparts, each of which shall be deemed an original, and all of such counterparts, taken together, shall be deemed an agreement.

WHEREOF, the parties hereto have signed below:

CRYONICS INSTITUTE by \_\_\_\_\_

(title) \_\_\_\_\_, dated \_\_\_\_\_

SUSPENDED ANIMATION, INC., by \_\_\_\_\_

(title) \_\_\_\_\_, dated \_\_\_\_\_