

BIOSTASIS AGREEMENT

between

[Name], born in **[PlaceOfBirth]** on - **[DateOfBirth]**, currently residing at **[MemberAddress]**,

hereinafter also referred to as "the Supporter" (m/f/d)

and

the Biostasis Association

Tomorrow Biostasis GmbH, Graefestr. 11, 10967 Berlin, Germany,

(registered at the local court Charlottenburg [Berlin] under HRB 201918 B) hereinafter also referred to as "Tomorrow";

individually hereinafter also referred to as "Party" or together as "Parties".

Selected membership plan: **[MembershipTerm]** with a fee of **[Currency]** **[MembershipFee]** (incl. statutory VAT of 19%). All membership plans require recurring payments, except for the Lifetime Plan, which is a one-time fee. Recurring payments continue only for the duration of your active membership contract and end if the contract is cancelled or executed (Upon completion of the Supporter's cryopreservation).



Start date: after confirmation of funding (e.g. via coverage with a life insurance policy or reception of any other funding method) and receipt of the first membership fee, earliest at **[DateWON]**.

End date: The cover and contract period runs as long as the membership fee is paid, funding for cryopreservation is in place, and the contract has not been terminated.

Preamble

The Supporter selects as a cryopreservation method **[Product]** after the Supporter's legal death. They declare in a Body Donation Agreement, last will and/or testament order the transfer of their body after their death to Tomorrow (body donation, Körperspende) and give Tomorrow the exclusive care of the dead (Totenfürsorge). The Supporter also pays a monthly, yearly or once-off (lifetime) sum which (if chosen includes a life insurance model) is used to finance research in the sense of this agreement. This is for storage as well as a possible restoration of their life and health at a later date and/or for the purpose of the general promotion of scientific knowledge in the field of cryopreservation.

In this agreement the rights and obligations of the Supporter and Tomorrow are agreed upon regarding the intended cryopreservation of the Supporter after their death and/or the use of the funds for the purpose of the general promotion of scientific knowledge in the field of cryopreservation by Tomorrow.

The contracting parties assume that medical-technical progress will bring further possibilities of healing and life saving in the future. Pathological conditions that are

irreversible according to the current state of research may possibly be reversible or curable in the future. This also applies to the (currently final) failure of all life-sustaining processes of the body. The Supporter would like to support these expected and hoped for advances with their body donation and with their financial contribution and accordingly also participate in them as a person in the future, as far as possible.

Funds for long-term storage shall be managed by the Tomorrow's Patient Care Foundation, a foundation based in Switzerland specifically designed for that task. To ensure maximal safety and security the Patient Care Foundation shall be the legal guardian of the Supporter while in cryopreservation.

§ 1 Subject Matter of the Contract

1.1 Subject of the contract is the body donation (Körperspende) for cryogenic storage of the body of the Supporter and financial support of Tomorrow by the Supporter for the purpose of promoting scientific research and development of cryopreservation.

1.2 The Supporter is a private person and the purpose of this support is to promote the scientific research and development of cryopreservation by Tomorrow.

1.3 Tomorrow researches the preservation of the human body after death by, among other things, greatly reduced temperature ("cryopreservation") for scientific purposes. For this purpose, Tomorrow arranges cryopreservation of body donations according to the current state of science and technology or carries them out itself.

1.4 The aim of cryopreservation is to preserve the body of the deceased in such a way that the chance of restoration of the function in the future is maximized.

1.5 Cryopreservation includes all procedures to prepare and carry out the preservation of the body, the storage for an indefinite period of time and,

depending on future medical and technical progress, the restoration of the function and personality in the future.

1.6 Cryopreservation is an active research topic and no guarantees can be given that the restoration of the function and personality in the future will be possible.

§ 2 Amount of Support and Requirements for Cryopreservation

2.1 The support consists of a financial contribution and a donation in kind, which includes the body of the Supporter after their death.

2.2.1 The financial contribution is made by the Supporter during the above mentioned period of coverage in the form of the above mentioned monthly contribution up to the above mentioned end date. This contribution is due each month.

2.2.2 In addition to the monthly contribution the Supporter provides a one-time fee - at the latest - at the time of their death to pay for the cost of cryopreservation incl. standby, stabilization, transport, and long-term storage. This one-time fee can be provided via a payout from a (term) life insurance policy or other funding methods according to 2.6. The required one-time fee needs to be sufficient to cover Tomorrow's current Cryopreservation Funding Minimums, as published on Tomorrow's webpage and which may be adapted from time to time to adjust for inflation or other market conditions that might increase or decrease the amount. The one-time fee is exclusively used for direct cost of the procedures including but not limited to materials and labor cost for the procedure itself, transport cost, legal and administrative cost and storage cost at cryogenic temperature. The itemized list of costs is shown in the current Cryopreservation Funding Minimums document.



2.3 If funding via life insurance with Tomorrow as the policyholder has been chosen by the Supporter, Tomorrow also uses the monthly fee to cover the premium of a (term) life insurance policy, if the Supporter provides the necessary information to sign up for (term) life insurance including the required medical information. In this case Tomorrow is the policyholder and beneficiary of the policy and the Supporter is the insured person.

2.4 Tomorrow is entitled to the corresponding sum in full in all cases, even in the event of cryopreservation and/or the successful resuscitation of the Supporter from cryopreservation.

2.5 If funding via life insurance with Tomorrow as the policyholder has been chosen by the Supporter and after providing all necessary information including the required medical information, the Supporter is rejected and not allowed to sign up for a term life insurance policy the Supporter can provide any other funding method accepted by Tomorrow.

2.6 The Supporter can also provide any other funding method of their choosing, according to Tomorrow's acceptable funding methods policy.

2.7 The monthly fee may increase if, for example:

a. The insurance premium of a (term) life insurance policy increases (if applicable).

b. Tomorrow's monthly membership fee increases due to accumulated inflation and/or unexpected taxes and/or regulations and laws

c. Changes to the practice of cryopreservation require higher fees

d. In any case, Tomorrow will inform the Supporter. The Supporter has a special right of termination in case of an increase, but with no refund of the fees already paid.

2.8 In order to securely carry out the body donation the Supporter shall provide additional documentation to Tomorrow confirming their already digitally submitted body donation agreement, last will and testament for body donation and care of the dead (Totenfürsorge, transfer of their body to Tomorrow after their legal death) once again by handwritten signature and if necessary also in notarized form and signed by two witnesses. Upon request, Tomorrow provides the Supporter with a corresponding draft and informs them, if necessary also in the future, of necessary changes. It is the responsibility of the Supporter to send all necessary declarations or orders in the required form to Tomorrow.

2.9 Tomorrow points out that without the appropriate declarations, documents and orders Tomorrow might not be able to carry out the cryopreservation of the Supporter. In this case, the financial support will then only serve the general promotion of scientific research and development of cryopreservation.

2.10 Tomorrow's activities on and/or acceptance of the body of the Supporter are excluded under this agreement in the following cases:

a) If cryopreservation is physically or legally impossible due to the condition or location of the body of the Supporter;

b) if, due to a circumstance for which the Supporter is responsible, no funding to cover the cost of cryopreservation has been provided (for instance, insurance denied the policy payout due to fraudulent information from the insured person, etc.).

c) Insofar as the sum actually paid out or provided is not sufficient to cover the costs of cryopreservation. Tomorrow will try to organize a lower cost cryopreservation according to the shared understanding in the preamble, if not possible Tomorrow may use all funds

provided to perform the best possible cryopreservation. The Supporter explicitly agree that if a cryopreservation would otherwise not be possible or can otherwise not be maintained the Supporter chooses to have at least their brain preserved with the best possible quality;

d) insofar as, due to a circumstance arising from the Supporter's sphere of risk and responsibility, insurance cover of the term life insurance (if applicable) has lapsed and other funding to cover the cost of cryopreservation has not been provided or has lapsed;

2.11 Tomorrow's activities under this Agreement shall be suspended in the following cases:

a) As long as the Supporter is in arrears with at least one membership fee;

b) As long as and to the extent that the Supporter has not formally made or has revoked necessary declarations, documents or orders, such as a transfer and arrangement of the care for the dead (Totenfürsorge).

2.12 The Supporter can provide or arrange for additional financial support (according to clause 2.6) to Tomorrow as they wish, which will be used by Tomorrow for the same purpose.

2.13 The estate of the Supporter will not be burdened by measures of this contract or the care of the dead (Totenfürsorge) as provided by Tomorrow, unless explicitly stated otherwise (according to clause 2.6).

§ 3 Use of the Amount of Support

3.1 Tomorrow will organize and execute for the Supporter in case of death, a cryopreservation procedure according to the current state of research and technology



to the best of its abilities provided financial means and according to the possibilities in consideration of the previous cooperation of the Supporter (especially according to § 4 of this agreement).

3.2 To this end Tomorrow will, at its own discretion, either perform services itself or select and commission third parties, which may also be companies affiliated with Tomorrow, for cryopreservation and any necessary related services.

3.3 A change of cryopreservation provider is possible at any time, the change is at the sole discretion of Tomorrow or the provider Tomorrow has transferred the body to. For cryopreservation the respective conditions of the third party provider apply. The third party provider(s) will be selected by an advisory board formed by Tomorrow or by Tomorrow itself.

3.4 Tomorrow is not responsible for the execution and/or financing of memorial services which the Supporter wishes in connection with their cryopreservation or their death or which are actually carried out by third parties, especially relatives of the Supporter.

3.5 To ensure long-term storage, the required funding for long-term storage according to Tomorrow's current Cryopreservation Funding Minimums Policy (as published on Tomorrow's webpage) is directly owed and provided to the Patient Care Foundation or an equivalent organization as named in the Cryopreservation Funding Minimums Policy and shall not be part of the payment to Tomorrow.

§ 4 Cryopreservation of the Body Donation

4.1 In order for the Supporter to be considered for cryopreservation, they will work to the best of their ability to enable the procedure to be carried out.

4.2 It is incumbent on the Supporter to enable/encourage the cryopreservation of their body in particular by the following points:

- a)** The Supporter provides their support in accordance with the contract, so that the availability of the funding / support sum is at no time in danger.
- b)** The Supporter informs Tomorrow immediately about any change of their address and contact information (email, address, phone number), changes of their last will and testament and such relevant contact persons and facts, as far as the changes could affect Tomorrow's services to provide cryopreservation to the Supporter.
- c)** The Supporter informs Tomorrow of any significant acute or chronic illnesses.
- d)** The Supporter does not make any efforts (e.g. changes in the last will, a patient's power of attorney, instructions to treating physicians, approval of an anatomical donation), which could hinder or exclude the cryopreservation by Tomorrow.
- e)** The Supporter notifies their next of kin about their wish to be cryopreserved and provides to Tomorrow a list of these individuals to be contacted in case of need.

4.3 If cryopreservation of the body donation cannot be carried out for legal or factual reasons, and there are no legal risks to either party, if instructed by the Supporter prior to death Tomorrow will use or return the remaining financial support (if any) to a party selected by the Supporter prior to their death. Otherwise the financial support serves solely to promote the scientific research and development of cryopreservation.

4.4 If the cryopreservation of the Supporter is at risk and might otherwise not be possible for legal, factual reason or any other reason, Tomorrow has the comprehensive right to adapt the cryopreservation procedures to allow for the best possible

cryopreservation according to the shared understanding in the preamble. This includes but is not limited to changing the preservation methodology, type of preservation, and preservation of just the brain. Tomorrow shall not make these decisions lightly and only as an emergency effort to ensure that the cryopreservation of the Supporter can be performed.

4.5 Funds for long-term storage shall be managed by the Patient Care Foundation and the Patient Care Foundation shall be the legal guardian of the Supporter while in cryopreservation.

4.6 Long-term storage shall be at a facility operated by the European Biostasis Foundation or if not possible at another long-term storage facility cooperating with Tomorrow or the Patient Care Foundation or if not possible at any other long-term storage facility deemed safe and secure by Tomorrow or the Patient Care Foundation. Any additional research by the European Biostasis Foundation is comprehensively excluded and only long-term storage is permitted.

4.7 The Supporter can opt-in to allow Tomorrow to acquire micro-samples of the brain and/or spinal column for post-preservation quality assurance. In the case where only the brain can be preserved for factual reasons the Supporter gives consent and allows Tomorrow to acquire spinal cord samples from the part of the spinal column that will **not** be preserved for post-preservation quality assurance.

§ 5 Purpose of the Contract and Liability

5.1 The purpose of the contract is primarily research and development of the implementation of cryopreservation and the restoration of life after cryopreservation.

5.2 There is no contractual claim to the restoration of life.

5.3 The cryopreservation method also does not constitute a claim for performance within the meaning of this contract. Performance disturbances or guarantees in these areas are therefore comprehensively excluded.

5.4 Beyond that Tomorrow is only liable in case of intent and gross negligence. In case of negligent violation of an obligation that is essential for the achievement of the contract purpose (cardinal obligation), the liability of Tomorrow is limited to the amount of damage that is foreseeable and typical according to the type and circumstances. In all cases the liability of Tomorrow is limited to the amount paid by the Supporter to Tomorrow.

5.5 A further liability of Tomorrow is comprehensively excluded.

§ 6 Contract Period

6.1 This contract becomes effective by electronic closure and ends automatically and comprehensively upon the expiry of the above-mentioned duration.

6.2 The Supporter has the right to terminate the contract with 30 days notice at the end of each month.

6.3 The contract can only be terminated extraordinarily for an important reason.

An important reason exists in particular if:

a) The Supporter becomes insolvent or an application for insolvency is filed for their assets.

b) A connection with the Supporter is no longer reasonable for Tomorrow because the Supporter:

i) By their behavior or statements impairs the scientific research on cryopreservation by Tomorrow, e.g. if an association with their person could make it more difficult to raise third-party funds or to cooperate with scientific or public institutions,

ii) makes significant damage to Tomorrow's reputation in the sense of libel pursuant to § 186 StGB (German Criminal Code) likely.

c) The Supporter is in default with at least two monthly fees under this agreement.

d) Tomorrow is no longer able to comply with the relevant research framework on a sustained basis.

6.4 In order to be effective, the extraordinary termination for good cause must be in text form.

§ 7 Severability Clause and Final Contract Provisions

7.1 Should individual provisions of this contract be or become invalid, unenforceable or void in whole or in part, this shall not affect the validity of the remaining provisions of this contract.

7.2 In place of the invalid, unenforceable or void provision, the parties shall agree on a valid provision which corresponds to the sense and purpose of the invalid, unenforceable or void provision. This applies accordingly in the event of a loophole in the contract. The parties agree that the provisions of this severability clause do not merely serve to shift the burden of proof, but that § 139 BGB is waived in its entirety.

7.3 No subsidiary agreements have been made. Amendments and supplements to this agreement must be made in text form. This also applies to the waiver of the text form

requirement.

7.4 This agreement replaces all previous agreements of the contracting parties.

§ 8 Important Provision

By signing I, **[Name]**, born in **[PlaceOfBirth]** on **[DateOfBirth]**, currently residing at **[MemberAddress]**, understand and agree that:

8.1 The initial membership fee may increase and the cost of cryopreservation may increase as stated in the Cryopreservation Funding Minimums Policy;

8.2 The contract **only becomes valid and a high quality cryopreservation can be performed at the time when a valid and liquid funding method has been provided and all documents are signed and provided.** Until this time, the membership fee is for the membership at Tomorrow Biostasis GmbH only.

8.3 I have read, discussed and understood the informed consent information found under <https://www.tomorrow.bio/informed-consent> and I am well aware of all implications of signing this agreement.

8.4 I release the physicians treating me from the duty of confidentiality towards the following persons: Dr. med. Emil Fritz Kendziorra and all representatives of Tomorrow Biostasis GmbH.



I have taken note of the information on [data protection](#). I have read the [right of withdrawal](#) and accept it.

Signature of the Supporter

Date

**Countersigned by Tomorrow Biostasis
GmbH
Dr. Emil Kendziorra
Managing Director**

Date

BODY DONATION AGREEMENT WITH TESTAMENTARY PROVISIONS

I, **[Name]**, born in **[PlaceOfBirth]** on **[DateOfBirth]**, currently residing at **[MemberAddress]**, in full possession of my mental powers voluntarily and testamentary, hereby decree, that my body will be transferred to the company Tomorrow Biostasis GmbH (Commercial Register Sheet 201918 B, registered in the Commercial Register of the District Court of Berlin-Charlottenburg, Graefestrasse 11, 10967 Berlin, Germany), hereinafter "Tomorrow", after my death.

This transfer serves the cryopreservation of my body and for the purpose of the general promotion of knowledge in the field of cryopreservation.

I, furthermore, hereby decree, that my body shall be put into long-term cryopreservation storage after my death at a facility operated by the European Biostasis Foundation or if not possible at another long-term cryopreservation storage facility cooperating with Tomorrow or the Patient Care Foundation or if not possible at any other long-term storage facility deemed safe by Tomorrow or the Patient Care Foundation.

This is accompanied by the fact that Tomorrow is solely and exclusively responsible for the care of my corpse (Totenfürsorge). I exclude all others, organizations, institutions, authorities and persons, especially my relatives, from the care of the dead (Totenfürsorge). Tomorrow is therefore also the sole provider of the funeral.



Tomorrow is entitled to transfer the care of the dead (Totenfürsorge) in accordance with the applicable national and international legal provisions and within the scope of the above-mentioned purpose to other suitable companies, persons, other corporations or entities in Germany and abroad, to employ third parties as vicarious agents and to grant appropriate sub-authorizations. This includes in particular the carrying out of a body donation to other institutions in the context of cryopreservation and the transfer of my body to other places, also abroad.

This order is valid worldwide in the event of my death.

I request that the following steps **be taken immediately** after my death:

- 1) To inform Tomorrow immediately of my death (via Phone number found under tomorrow.bio, tmr.bio or +49 30 629 385 37 or +1-646-693-7254 or any other number given by Tomorrow).
- 2) Tomorrow will arrange the transfer of my body.
- 3) To have two death certificates issued by the responsible medical staff.
- 4) To apply to the competent authority (usually the local registry office) for the funeral certificate (Beerdigungsschein) and the official certificate of death (Sterbeurkunde) on presentation of a certificate confirming the death of the patient signed by a medical professional (Totenscheines). The local equivalent based on regional regulations is also accepted. Tomorrow receives both a death certificate and the funeral certificate or death certificate.
- 5) An autopsy, for example after a hospital stay, as well as any funeral measures are to be prevented.

Signature of the Supporter

Date

**Countersigned by Tomorrow Biostasis
GmbH
Dr. Emil Kendziorra
Managing Director**

Date

OPTIONAL CONSENT FOR NEURAL SAMPLE COLLECTION

Quality assurance is an integral part of the cryopreservation procedures. To evaluate the ultrastructural (i.e. the fine structure of the neurons) preservation quality up to three micro-samples of neural tissue can be acquired. These samples would be taken from the (based on current knowledge) part of the brain that is least important for memory, identity and personality and the spinal column.

Taking samples is not required to perform a high quality cryopreservation but helps improve the procedure in general and is crucial for the long-term success of the field.

By signing I, **[Name]**, born in **[PlaceOfBirth]** on **[DateOfBirth]**, currently residing at **[MemberAddress]**, declare the following as my decision regarding the taking of up to three (3) neural micro-samples during the cryopreservation procedure.

- ☐ I give my explicit consent for brain and spinal cord samples.
- ☐ I only give my explicit consent for spinal cord samples.
- ☐ I do not give consent to take any samples.



Signature of the Supporter

Date

LONG-TERM STORAGE AGREEMENT

between

[Name], born in **[PlaceOfBirth]** on **[DateOfBirth]**, currently residing at **[MemberAddress]**

hereinafter also referred to as "the Supporter" (m/f/d)

and

the Biostasis Association

Tomorrow Biostasis GmbH, Graefestr. 11, 10967 Berlin, Germany,

(registered at the local court Charlottenburg [Berlin] under HRB 201918 B) hereinafter also referred to as "Tomorrow";

and

Patient Care Foundation, Bösch 1, 6331 Hünenberg, Canton of Zug, Switzerland

registered at the Commercial Register of Zug under CHE-301.786.586 hereinafter also referred to as "PCF";

individually hereinafter also referred to as "Party" or together as "Parties".

SUPPORTER'S DECLARATION

I, **[Name]**, born in **[PlaceOfBirth]** on **[DateOfBirth]**, currently residing at **[MemberAddress]**, in full possession of my mental powers voluntarily and testamentary, hereby authorize Tomorrow Biostasis GmbH to transfer custody of my cryopreserved body and long-term storage funds to the Patient Care Foundation (PCF), whom I hereby appoint as legal custodian of both my cryopreserved body and all associated preservation funds. I accept and agree to be bound by all rights and responsibilities conferred upon PCF under this Long-term Storage Agreement. Furthermore, I decree that following my death, my body shall be placed in long-term cryopreservation storage at a facility operated by the European Biostasis Foundation or, if not possible, at another long-term cryopreservation storage facility cooperating with the Patient Care Foundation or, if neither option is available, at any other long-term storage facility deemed safe by the Patient Care Foundation.

Signature of the Supporter

Date

PATIENT CARE FOUNDATION'S RIGHTS AND RESPONSIBILITIES

Patient Care Foundation shall have the exclusive and unfettered right, in its sole and absolute discretion, to modify, substitute or otherwise adapt any aspect of the preservation protocol reasonably necessary to effectuate optimal preservation of the Supporter in the event that such preservation is jeopardized or rendered impracticable for legal, factual or any other reason. Such rights shall include, without limitation, the authority to alter the preservation methodology, to change the type or form of



preservation, to transfer the Supporter to an alternate preservation location, and to elect to preserve solely the Supporter's brain. Any exercise of such rights shall be undertaken only as an emergency measure and solely to the extent required to ensure that preservation of the Supporter may be initiated or maintained.

Upon the Supporter's legal death and conditioned upon Tomorrow Biostasis GmbH's full payment of all preservation funds under the Supporter's Biostasis agreement, Patient Care Foundation accepts legal custodianship of the Supporter's cryopreserved body and the associated long-term storage funds. Patient Care Foundation covenants to invest and administer such funds so as to generate returns sufficient to cover, in perpetuity, all costs and expenses of maintaining the Supporter's cryopreserved body at the designated cryonics facility, subject only to the advent of medical or technological advances that render reanimation feasible.

Should future medical or technological advances render reanimation viable, PCF further undertakes to employ reasonable efforts and good-faith judgment to determine when, in light of prevailing scientific and medical standards, it is safe and practicable to reanimate the Supporter, and covenants that all funds under its management dedicated to the Supporter's preservation shall be irrevocably committed to defray all costs reasonably incurred in any such reanimation process.

The Patient Care Foundation and Tomorrow Biostasis GmbH hereby jointly confirm and accept the Long-Term Storage Agreement.

Countersigned by
Tomorrow Biostasis GmbH
Dr. Emil Kendziorra
Managing Director

Date

Countersigned by
the Patient Care Foundation
Nicolai Kilian
PCF Board Representative

Date

PATIENT ADVANCE DIRECTIVE AND LIVING WILL

Date: _____

I, **[Name]**, born in **[PlaceOfBirth]** on **[DateOfBirth]**, currently residing at **[MemberAddress]**,

hereby establish the following Patient Advance Directive, in case I should be permanently no longer able to form my will or to express it in an understandable way.

§ 1 Scope of application of this Patient Advance Directive

This Patient Advance Directive applies,

- (1) When I am in all probability inevitably in the immediate process of dying,
- (2) if I am in the terminal stage of an incurable terminal illness, even if the time of death is not yet foreseeable,
- (3) if, as a result of brain damage, my ability to gain insight, make decisions and interact with other people has, in all probability, been irretrievably lost in the opinion of two experienced doctors, even if the time of death is not yet foreseeable. This applies to direct brain damage, for example due to an accident, stroke or inflammation, as well as to indirect brain damage, for example after resuscitation, shock or lung failure. I am aware that in such situations the ability to feel may be preserved and that waking up from this state cannot be ruled out with certainty, but is unlikely,

- (4) if, due to permanent failure of vital functions of my body or due to severe irreversible damage, I am unable to lead a life worthy of a human being, i.e. a life that is bearable for me, not excessively afflicted, conscious and aware of the environment, with my own personality shaping and decision-making power; physical failures such as paraplegia do not lead to the application of this Patient Advance Directive, insofar as brain and consciousness functions are intact;
- (5) if I am no longer able to take in food and liquids naturally as a result of an advanced brain degeneration process (e.g., dementia), even with persistent assistance.
- (6) if the underlying condition with a hopeless prognosis has taken an irreversible course or comparable conditions of illness or injury not specifically mentioned herein exist, especially situations in which I am in a coma with no prospect of regaining consciousness.

§ 2 Body donation and goals of Tomorrow

- (1) In full possession of my mental powers, I have voluntarily and testamentary transferred my body after my death to the company "Tomorrow Biostasis GmbH" (Commercial Register Sheet 201918 B, registered in the Commercial Register of the District Court of Berlin-Charlottenburg, Graefestraße 11, 10967 Berlin), hereinafter "Tomorrow". This transfer is for the purpose of a possible restoration of my life and health by Tomorrow at a later date and for the purpose of the general advancement of scientific knowledge in the field of cryopreservation. My irrevocable intention to make this testamentary disposition of my body is hereby expressly confirmed.
- (2) This is accompanied by the fact that Tomorrow is solely and exclusively responsible for the care of my corpse. All others, organizations, institutions, authorities and persons, especially my relatives, I exclude from the care of the dead. "Tomorrow" is thus also the sole procurer of the funeral.
- (3) Within the scope of the application of this Patient Advance Directive, no decision may be made or action taken that thwarts or complicates the purpose of my body donation to Tomorrow as described above. Tomorrow shall be informed

about my state of health in order to be able to prepare the cryopreservation measures in the best possible way.

(4) This advance directive applies worldwide in the event of its application.

(5) I also request that the following steps be taken immediately upon my passing:

1. To immediately notify "Tomorrow" of my passing (<https://tmr.bio> or 0800 5796645 or +49 30 629 385 37 or any other number given by Tomorrow). "Tomorrow" will arrange for the transfer.
2. To have two death certificates issued by the appropriate medical personnel.
3. To apply for the burial certificate and the death certificate at the competent authority (usually the locally competent registry office) upon presentation of a death certificate.
4. "Tomorrow" receives both a death certificate (Sterbeurkunde) and a burial certificate or death certificate (Todesschein).
5. A dissection, for example after a hospital stay, as well as any burial measures are to be omitted.
6. I release the physicians treating me from the duty of confidentiality towards the following persons: Dr. med. Emil Fritz Kendziorra and all representatives of Tomorrow Biostasis GmbH.

§ 3 Statements on the binding nature for interpretation and enforcement and revocation of the Patient Advance Directive:

(1) I expect that the will expressed in my Patient Advance Directive regarding certain medical and nursing measures will be followed by the attending physicians and the treatment team. My representative (proxy/guardian) should ensure that my will is enforced.

(2) Should a physician or the treatment team be unwilling to follow my will as expressed in this Patient Advance Directive, I expect that other medical and/or nursing treatment will be arranged. I expect my representative (proxy/guardian) to organize further treatment in such a way that my will is complied with.

(3) In situations not specifically regulated in this Patient Advance Directive, my presumed will is to be determined by consensus of all parties involved, if possible. The measures are to be discussed between the attending physician and my representative (authorized representative/guardian). This Patient Advance Directive shall serve as a guideline for determining my presumed will. In the event of differing opinions on medical/nursing measures to be applied or omitted, the opinion of the following person shall be of particular importance: my authorized representative, my supervisor, or the attending physician.

(4) I wish the following persons to be given the opportunity to express their views in the determination of my will:

The following persons shall not be given an opportunity to comment:

(5) If I have not revoked my Patient Advance Directive, I do not wish to have a change in my will imputed to me in the specific situation of application. However, if the attending physicians/the treatment team/my authorized representative/guardian are of the opinion, based on my gestures, looks or other statements, that I do or do not wish to be treated, contrary to the stipulations in my Patient Advance Directive, then it must be determined between the attending physician and my guardian/authorized representative, with consultation of the above-mentioned persons, whether the stipulations in my Patient Advance Directive still correspond to my current will. In the event that my above injunction is inconsistent in any particular case, I hereby declare that my basic therapeutic goal is exclusively :

the alleviation of symptoms (subject to the grace period of 14 days) or the prolongation of life is and shall not interfere with the objectives of the body donation to Tomorrow. In cases of doubt, the expert opinion of Tomorrow must be sought. Insofar as I wish or refuse certain treatments, I expressly waive (further) medical information / consultation. However, this waiver only applies if one of the application situations according to § 1 is present.



(6) This Patient Advance Directive is valid until I revoke it.

§ 4 Final remark I am aware of the possibility of amending and revoking an advance directive and of the content and consequences of the decisions I have made therein. I have drawn up the Patient Advance Directive on my own responsibility and without external pressure and am in full possession of my faculties.

Signature
[Name]

Date