BIOSTASIS AGREEMENT

between

[NEXTOFKIN]_____**,** born in
[NEXTOFKINPOB]_____ on
[NEXTOFKINDOB]_____, currently residing at
[NEXTOFKINADDRESS]_____,

[NEXTOFKIN]_____**,** born in
[NEXTOFKINPOB]_____ on
[NEXTOFKINDOB]_____, currently residing at
[NEXTOFKINADDRESS]_____,

[NEXTOFKIN]_____**,** born in
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[NEXTOFKINPOB]_____ on

[NEXTOFKINDOB]_____, currently residing at **[NEXTOFKINADDRESS]**_____,

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[NEXTOFKIN]_____**,** born in **[NEXTOFKINPOB]**_____ on **[NEXTOFKINDOB]**_____, currently residing at **[NEXTOFKINADDRESS]**_____,

[NEXTOFKIN]_____**,** born in **[NEXTOFKINPOB]**_____ on **[NEXTOFKINDOB]**_____, currently residing at **[NEXTOFKINADDRESS]**_____,

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”.

Preamble

The Supporter wishes to have the full body or brain of
[PATIENT]_____, born on
[PATIENTDOB]_____ in
[PATIENTPOB]_____, with ID NUMBER:
[PATIENTIDNR]_____, last residing at
[PATIENTADDRESS]_____, hereinafter referred to as the “Patient” and "donated whole-body", cryopreserved after the Patient’s legal death.

The Supporter declares that they want the transfer of the donated whole-body to Tomorrow Biostasis GmbH for the purpose of cryopreservation (body donation, Körperspende) and grants Tomorrow the exclusive care of the dead (Totenfürsorge).

In this Agreement, the rights and obligations of the Supporter and Tomorrow are agreed upon with regard to the intended cryopreservation of the Patient after their death and the use of any funds provided under this Agreement for the purpose of the general promotion of scientific knowledge in the field of cryopreservation by Tomorrow.

Any financial contribution is for cryopreservation and for the purpose of the general promotion of knowledge in the field of cryopreservation.

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

§ 1 Subject Matter of the Contract

1.1 Subject of the contract is the whole-body donation of the Patient and the provision of financial support by the Supporter for the purpose of enabling the cryopreservation and long-term cryogenic storage of the Patient.

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 or brain 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.

1.7 The Supporter provides funds in the amount of EUR 230,000.00 for the purpose of cryopreservation and long-term cryopreservation storage which is provided by PCF. EUR 120,000.00 is dedicated to the Patient Care Foundation to ensure long-term maintenance of storage, EUR 80,000.00 is dedicated to Tomorrow for overhead and the required procedures.

The obligation to provide funds applies to the Supporter.

Payable, as a shortened payment method, to the following bank account:

- Tomorrow Biostasis GmbH
- IBAN: DE33100101232119088916
- BIC/SWIFT: QNTODEB2XXX
- Intermediary bank's BIC/SWIFT: TRWIBEB3XXX
- Owner's address: Graefestraße 11, 10967 Berlin, DE
- Reference: PATIENT NAME Cryopreservation

1.8 The Supporter confirms and attests that to the best of their knowledge and belief it was the wish of the Patient to be cryopreserved (or another type of preservation) for the purpose of long-term storage after their death. The Supporter confirms that this statement is based on direct conversations with the Patient, observed behaviors, or explicit documentation created by the Patient during his lifetime.

1.9 The Supporter confirms and attests that they will sign all required documents in addition to this agreement.

1.10 The Supporter understands and agrees that the donation procedures cannot be reversed. And that any return of the donated whole-body is not possible even if it is the wish of the Supporter.

§ 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 Patient after their death.

2.2 The Supporter provides a one-time fee to pay for the cost of cryopreservation of the Patient. 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 In order to securely carry out the body donation the Supporter shall provide any additional requested documentation to Tomorrow confirming their body donation agreement.

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

2.5 Tomorrow's activities on and/or acceptance of the donated whole-body 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 Patient;

b) if, due to a circumstance for which the Supporter is responsible, no funding to cover the cost of cryopreservation has been provided.

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.

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

§ 3 Use of the Amount of Support

3.1 Tomorrow will organize and execute for the Patient 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 the cryopreservation of the Patient.

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 Patient to be considered for cryopreservation, the Supporter will work to the best of their ability to enable the procedure to be carried out.

4.2 The Supporter does not make any efforts which could hinder or exclude the cryopreservation by Tomorrow.

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

4.4 If the cryopreservation of the Patient 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 Patient 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 Patient 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 of the donated whole-body for post-preservation quality assurance. In the case where only the brain of the Patient 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 Severability Clause and Final Contract Provisions

6.1 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.

6.2 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.

6.3 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.

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

§ 7 Important Provision

By signing I,

[NEXTOFKIN]_____**,** born in
[NEXTOFKINPOB]_____ on
[NEXTOFKINDOB]_____, currently residing at
[NEXTOFKINADDRESS]_____,

[NEXTOFKIN]_____**,** born in
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[NEXTOFKIN]_____, born in
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[NEXTOFKINDOB]_____, currently residing at
[NEXTOFKINADDRESS]_____,

understand and agree that:

7.1 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.**

7.2 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.

7.3 I release the physicians treating the Patient 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 and Name of the Supporter	**Date**
Signature and Name of the Supporter	**Date**
Signature and Name of the Supporter	**Date**

_____	_____
_____	_____
Signature and Name of the Supporter	**Date**
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Signature and Name of the Supporter	**Date**

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_____	_____
Signature and Name of the Supporter	**Date**
_____	_____
Signature and Name of the Supporter	**Date**
_____	_____
Countersigned by Tomorrow Biostasis GmbH **Dr. Emil Kendziorra** **Managing Director**	**Date**

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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,

[NEXTOFKIN]_____**,** born in
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[NEXTOFKINDOB]_____, currently residing at
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declare the following as my decision regarding the taking of up to three (3) neural micro-samples during the cryopreservation procedure of the Patient.

- ○ I give my explicit consent for brain and spinal cord samples of the Patient.
- ○ I only give my explicit consent for spinal cord samples of the Patient.
- ○ I do **not** give consent to take **any** samples of the Patient.

Signature of the Supporter	**Date**
Signature and Name of the Supporter	**Date**
Signature and Name of the Supporter	**Date**
Signature and Name of the Supporter	**Date**

tomorrow.bio

_____	_____
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_____	_____
_____	_____
Signature and Name of the Supporter	**Date**

LONG-TERM STORAGE AGREEMENT

between

[NEXTOFKIN]_____**,** born in
[NEXTOFKINPOB]_____ on
[NEXTOFKINDOB]_____, currently residing at
[NEXTOFKINADDRESS]_____,

[NEXTOFKIN]_____**,** born in
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[NEXTOFKINDOB]_____, currently residing at
[NEXTOFKINADDRESS]_____,

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

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,

[NEXTOFKIN]_____**,** born in
[NEXTOFKINPOB]_____ on
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in full possession of my mental powers voluntarily, hereby decree, that the body or the brain of the Patient shall be put into long-term cryopreservation storage after the Patient's death 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 not possible at any other long-term storage facility deemed safe by the Patient Care Foundation.

If preservation of the Patient is at risk and might otherwise not be possible for legal, factual reason or any other reason, the PCF has the comprehensive right to adapt the storage method to allow for the best possible preservation as determined by the PCF. This includes but is not limited to changing the preservation methodology, type of preservation, location of preservation, and preservation of just the brain. These decisions shall not be made lightly and only as an emergency effort to ensure that the preservation of the Patient can be maintained.

The Patient Care Foundation hereby confirms and accepts the Storage Agreement.

Signature of the Supporter	**Date**
Signature and Name of the Supporter	**Date**
Signature and Name of the Supporter	**Date**

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Signature and Name of the Supporter	**Date**
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Signature and Name of the Supporter	**Date**
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Signature and Name of the Supporter	**Date**

The Patient Care Foundation confirm and accept the Long-Term Storage Agreement.

_____	_____
Countersigned by **the Patient Care Foundation** **Dr. Emil Kendziorra** **PCF Board Representative**	**Date**





Countersigned by
the Patient Care Foundation
Nicolai Kilian
PCF Board Representative

Date

BODY DONATION AGREEMENT

I,

[NEXTOFKIN]_____**,** born in
[NEXTOFKINPOB]_____ on
[NEXTOFKINDOB]_____, currently residing at
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[NEXTOFKINDOB]_____, currently residing at
[NEXTOFKINADDRESS]_____,

hereby decree, that the Patient's 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 the Patient's death.

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

I, furthermore, hereby decree, that the Patient's body or brain shall be put into long-term cryopreservation storage after the Patient's 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 the Patient's corpse (Totenfürsorge). I exclude all others, organizations, institutions, authorities and persons, especially the Patient's 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 the Patient's body to other places, also abroad.

I request that the following steps **be taken immediately** after the Patient's death:

1) Tomorrow will arrange the transfer of the Patient's body.

2) To have two death certificates issued by the responsible medical staff.

3) 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.

4) An autopsy, for example after a hospital stay, as well as any funeral measures are to be prevented.

This Agreement 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.

_____	_____
Signature and Name of the Supporter	**Date**
_____	_____
Signature and Name of the Supporter	**Date**

tomorrow.bio

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Signature and Name of the Supporter	Date
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Countersigned by Tomorrow Biostasis GmbH **Dr. Emil Kendziorra** **Managing Director**	**Date**