



1. Support and research agreement

between

Example Name, born in/on **POB & DOB**, currently residing at **Street, House Number, Zip, City, Country**

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

and

the Research Association

Tomorrow Biostasis GmbH, Graefestr. 11, 10967 Berlin

(registered at the local court Charlottenburg [Berlin] under HRB 201918 B)

hereinafter also "Tomorrow".

Initial monthly plan and fee: (incl. statutory VAT of 19%)

Start date: after confirmation of coverage with a term life policy or reception of any other funding method and receipt of the first monthly fee, earliest at **Example Date**



End date: The cover and contract period runs as long as the monthly fee is paid and funding for cryopreservation is in place (funding via term life insurance contract or any other method).

Preamble

The supporter wants cryopreservation of his body after their death. They declare in a (last will and testament) order the transfer of their body after their death to Tomorrow (body donation, Körperspende) and gives Tomorrow the exclusive care of the dead (Totenfürsorge). The supporter also pays a monthly sum which (if chosen includes a life insurance model) is used to finance research in the sense of this agreement. This is for research into 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.

§ 1 Subject matter of the contract

1.1 Subject of the contract is the body donation (Körperspende) 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 reviving the body or parts of it in the future is maximised.

1.5 Cryopreservation includes all procedures to prepare and carry out the preservation of the body, the storage of the body for an indefinite period of time and, depending on future medical and technical progress, the resuscitation/reconstruction of the body and personality in the future.



§ 2 Amount of support and benefits

2.1 The support consists of a financial contribution and a donation in kind, which includes the body of the supporter after his or her death.

2.2 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 age or date. This is due on the first of each month.

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 is entitled to a full refund of all monthly fees paid if requested by the support within 30 days after receipt of the rejection.



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.** Material changes to the practice of cryopreservation require higher fees
- d.** In all 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 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. 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 / 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 research 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;
- 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 another sum to cover the cost of cryopreservation has not been provided or has lapsed;

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

- a)** As long as the supporter is in arrears with at least one monthly fee;



b) As long as and to the extent that the supporter has not formally made or revoked necessary declarations / documents / orders, such as a transfer / 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 a scientific advisory board formed by Tomorrow or by Tomorrow itself.

3.4 If cryopreservation of the donor is not possible, Tomorrow will use the support sum for other purposes according to §4.2. The same applies to excess support funds.

3.5 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.

§ 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 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 if these 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, Tomorrow will use or return the financial support to a party selected by the Supporter. Otherwise the financial support serves solely to promote the scientific research and development of cryopreservation.

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



5.2 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.

5.3 A further liability of Tomorrow does not exist.

§ 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. An ordinary termination of the contract is excluded by Tomorrow.

6.2 The supporter has the right to terminate the contract with three months 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.



2. Last will and testament regarding body donation

I hereby decree, **Example Name**, born in/on **POB & DOB**, currently residing in **Street, House Number, Zip, City, Country** in full possession of my mental powers voluntarily and testamentary 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, a possible restoration of my life and health at a later date and for the purpose of the general promotion of scientific knowledge in the field of cryopreservation.

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 companies 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 for research or similar purposes 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:

To inform Tomorrow immediately of my death (tmwbio.org or 0800 5796645 or +49 30 629 385 37 or any other number given by Tomorrow). "Tomorrow" will arrange the transfer.

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

To apply to the competent authority (usually the local registry office) for the funeral certificate (Beerdigungsschein) and the death certificate (Sterbeurkunde) on presentation of a death certificate (Totenscheines).

"Tomorrow" receives both a death certificate and the funeral certificate or death certificate.

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



Important Provision

By signing I, **Example Name**, born in/on **POB & DOB** , currently residing in **Street, House Number, Zip, City, Country** understand and agree that:

a) The initial monthly fee may increase, according to section 2.7

and that

b) The contract only becomes valid and a high quality cryopreservation can be performed at the time when a funding method has been provided and the contract has been countersigned by Tomorrow Biostasis GmbH. Until this time the monthly fee is for the membership at Tomorrow Biostasis GmbH only.

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