

## **Individual Agreement Regarding Standby-Transport for a Cryonics Institute Member by Suspended Animation**

This agreement is between Suspended Animation, Inc (referred to below as “SA”) located at 3020 High Ridge Road #300, Boynton Beach, FL 33426, and

\_\_\_\_\_ (referred to below as “SA-Affiliated CI Member”)

located at \_\_\_\_\_

### ***I. Definitions***

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

“CI” is the Cryonics Institute, located at 24355 Sorrentino Court, Clinton Township, MI 48035.

“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 of the SA-Affiliated CI Member***

a) The SA-Affiliated CI Member acknowledges receipt of documents titled "Cryopreservation Agreement between the Cryonics Institute and Suspended Animation" and "SA-CI Protocol for Standby-Transport to be performed for the Cryonics Institute by Suspended Animation" and understands and agrees with all the provisions, procedures, and limitations described in those documents.

b) The SA-Affiliated CI Member has executed the document titled "Cryonic Suspension Agreement: Suspended Animation Local Help Rider."

c) The SA-Affiliated CI Member has received and read the SA-CI Fee Schedule, accepts its requirements for covering Standby-Transport costs, and accepts full responsibility to pay the fees listed in that document for both Standby and Transport provided by SA, provided that the Standby and/or Transport has been approved by that Member or by that Member's Standby Surrogate. The SA-Affiliated CI Member acknowledges that fees in the SA-CI Fee Schedule are subject to periodic review and adjustment. There will be no fee increase until the year 2010 (at the earliest), although additional services may be offered as an extra-cost option. The SA-Affiliated CI Member understands that life insurance or other funds allocated to SA (with CI as beneficiary) in the document titled Cryonic Suspension Agreement: Suspended Animation Local Help Rider may only be applied to Transport expenses. The SA-Affiliated CI Member selects one of the following payment plans which are described in full in "Attachment 2: Schedule of Fees for Standby-Transport Provided for the Cryonics Institute by Suspended Animation" (strike out and initial the plans that are not preferred):

i) Prepaid Incremental Standby Plan.

ii) Prepaid Flat-Rate Standby Plan.

iii) Insured Standby Plan. The SA-Affiliated CI Member agrees that if this plan is selected, and Standby occurs, and the member recovers and then cancels or changes the beneficiary of the Standby Insurance that was in effect, the member shall be immediately liable to pay for all costs of Standby procedures that have been provided.

d) Any SA-Affiliated CI Member who chooses the Prepaid Incremental Standby Plan or the Prepaid Flat-Rate Standby Plan shall deposit appropriate funds in a Deployment Account or shall pay them directly to SA, at the member's discretion. Deployment cannot occur unless such financial arrangements are in place.

e) Any SA-Affiliated CI Member who chooses the Insured Standby Plan must make SA the beneficiary of a percentage of the insurance policy sufficient to cover Standby (including the extra cost associated with choosing this Plan). CI should still be the beneficiary for the Transport Fee.

f) Where the SA-Affiliated CI Member has opted to open a Deployment Account:

i) The SA-Affiliated CI Member shall approve the Financially Authorized Personnel proposed by SA and shall allow them signature authority over the Deployment Account, such that one signature shall be sufficient to withdraw funds from the Deployment Account by wire transfer or check.

ii) SA shall be able to verify the balance of the Deployment Account on a 24-hour basis via web, phone, or other means.

g) To acquire status as an SA-Affiliated CI Member, the Applicant shall provide all documents deemed necessary by SA to enable an SA-Assisted CI Standby and Transport including:

i) Contact information for the Applicant and next of kin and other parties who may be expected to have an interest in the Applicant's disposition after legal death is pronounced.

ii) Health-care records and information, accompanied by permission from the Applicant, consistent with HIPAA regulations, allowing SA to view and possess the health-care records and information.

iii) CI membership paperwork, documents assigning power of attorney (if any), documents establishing a Standby-Transport Recipient surrogate (if any), and Uniform Donor Form.

h) The SA-Affiliated CI Member shall notify SA of any changes in health status, contact information, or other matters of relevance to Standby procedures.

i) The SA-Affiliated CI Member shall respond promptly and informatively to inquiries from SA regarding health status and other topics of relevance to Standby.

j) The SA-Affiliated CI Member shall provide to SA a list of Standby Surrogates in descending level of authority with appropriate authorization assigning them the right to make financial and healthcare decisions.

k) The SA-Affiliated CI Member understands and agrees that a Standby or Transport can be supplied only under terms defined in the document titled "Cryopreservation Agreement between the Cryonics Institute and Suspended Animation." In particular the Member agrees that if warranted by exceptional circumstances defined in that document, CI or SA may refuse to initiate a standby or may abandon a Standby.

l) The SA-Affiliated CI Member acknowledges that human cryopreservation is a highly speculative experimental procedure with an unknown outcome. While SA will make best efforts to minimize all forms of damage to the human brain, such damage may preclude any subsequent repair or resuscitation of the brain or any part thereof.

m) The SA-Affiliated CI Member understands that SA shall obtain opinions from at least two appropriately qualified medical advisors to assess Insignificant Risk, Small Risk, or Serious Risk of legal death, and although SA shall consider additional medical opinions if they are available, SA's decision is final. SA shall not deploy Standby service for any case currently involving Insignificant Risk.

n) Since human cryopreservation protocol can improve only if information is gathered and shared, the SA-Affiliated CI Member authorizes SA to write a full report of any

Standby or Transport work involving the member. The report may include or exclude personal information as follows (strike out and initial two of the three options):

- i) Information that would enable identification of the SA-Affiliated CI Member shall not be revealed in the report under any circumstances.
- ii) Information that would enable identification of the SA-Affiliated CI Member may be revealed in the report, but only after the member has been pronounced legally dead.
- iii) Information that would enable identification of the SA-Affiliated CI Member may be revealed regardless of the outcome of the Standby.

### ***III. General Obligations of SA***

- a) SA shall endeavor to deliver Standby and Transport defined in the SA-CI Protocol, as may be amended from time to time, with the objective of averting cell death and minimizing ischemic and other injury following cardiac arrest.
- b) SA shall fulfill all obligations defined in the document titled "Cryopreservation Agreement between the Cryonics Institute and Suspended Animation," a copy of which has been supplied to the SA-Affiliated CI Member. If this document is revised or amended at any time, including the Attachments, SA shall transmit the changes to the SA-Affiliated CI Member as promptly as possible, but no more than seven days after the revisions are approved by SA and CI.
- c) SA shall notify the SA-Affiliated CI Member of any significant change in its personnel, equipment, procedures, or protocol as promptly as possible, but no more than seven days after the changes take effect.
- d) SA shall notify the SA-Affiliated CI Member of any change in the SA-CI Fee Schedule, at least 90 days before any such change takes effect.
- e) SA shall not discriminate on grounds of age, health, gender, income, or other personal attributes in any Applicant, except that SA reserves the right to refuse any Applicant who suffers health conditions including but not limited to highly contagious infectious diseases which are likely to pose an unusual and excessive risk to the welfare of SA Team Members during a Standby.
- f) SA may withdraw funds from the Deployment Account only under these circumstances:
  - i) Upon receiving signed authorization in the form of an original document or facsimile transmission from the SA-Affiliated CI Member, Standby Surrogate, or any person possessing power of attorney over the member's finances; or

ii) Upon receiving a request for an SA-Assisted CI Standby from the SA-Affiliated CI Member or from a Standby Surrogate.

g) SA shall make best efforts to deploy personnel and equipment for a Standby and/or Transport in any case where an SA-Affiliated CI Member is located in the continental United States, is experiencing a risk of natural death assessed as Small or greater, and the standby has been requested by the member or Standby Surrogate. SA shall provide procedures in exchange for fees defined in the SA-CI Fee Schedule. SA may attempt Standby or Transport from outside of the United States or Canada at its sole discretion. After an initial period of 72 hours SA shall make best efforts to prolong any Standby under either of the following conditions:

i) Standby Fees (defined in the SA-CI Fee Schedule) are prepaid by or on behalf of the patient who is experiencing Small Risk or Serious Risk.

ii) Standby Insurance is in effect, or a Flat-Rate fee has been prepaid by or on behalf of the Standby Recipient who is experiencing Serious Risk.

#### **IV. Term**

This Agreement shall continue indefinitely by default but may be terminated by any of the following circumstances:

a) The SA-Affiliated CI Member may terminate the Agreement without notice at any time.

b) SA may terminate the Agreement immediately if:

i) SA receives reliable information that the SA-Affiliated CI Member is no longer a CI Member.

ii) The SA-Affiliated CI Member's financial arrangements are inadequate or inaccessible to SA.

iii) The SA-Affiliated CI Member fails to provide documents or information which SA believes are essential in connection with standby work.

c) This Agreement will terminate automatically if the "Cryopreservation Agreement between the Cryonics Institute and Suspended Animation, Inc." is not renewed or has otherwise terminated or if "Suspended Animation Local Help" Rider for the SA-Affiliated CI Member is terminated.

d) SA may terminate the Agreement with 90 days notice for any reason other than those itemized previously in this section.

e) In the event of termination of this Agreement for any reason, the SA-Affiliated CI Member understands and accepts that (s)he shall become immediately liable to make cash payment to SA for all Standby costs that may have been incurred prior to termination.

**V. 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 “Cryopreservation Agreement between the Cryonics Institute and 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 including the Standby-Transport Recipient’s estate and the executor thereof.

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.

IN WITNESS WHEREOF, the parties hereto have signed below:

SUSPENDED ANIMATION, INC.,

MEMBER:

\_\_\_\_\_

\_\_\_\_\_

(title)

Name: \_\_\_\_\_

dated: \_\_\_\_\_

dated: \_\_\_\_\_

Subscribed and sworn to before me

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

this \_\_\_\_ day of \_\_\_\_\_, 200\_\_

Notary Public \_\_\_\_\_

Notary Public \_\_\_\_\_

Signature \_\_\_\_\_

Signature: \_\_\_\_\_

County and State \_\_\_\_\_

County and State: \_\_\_\_\_