



1. Support and research agreement for animal cryopreservation

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: **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



Preamble

The supporter wants cryopreservation of an animal (from now on referred to as “pet”) after their death. 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 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 pets 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 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 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 pet after its 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. This is due on a monthly basis.

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

2.3.1 The monthly fee may increase if, for example:

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

b) Material changes to the practice of cryopreservation require higher fees

c) 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.

2.4 In order to securely carry out the body donation the supporter shall provide all required documentation to Tomorrow. It is the responsibility of the supporter to send all necessary declarations or orders in the required form to Tomorrow.

2.5 Tomorrow points out that without the appropriate declarations / documents / orders Tomorrow might not be able to carry out the



cryopreservation. In this case, the financial support will then only serve the general promotion of scientific research and development of cryopreservation.

2.6 Tomorrow's research activities on and/or acceptance of the 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;
- 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 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;

2.7 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 for cryopreservation.

2.8 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.



§ 3 Use of the amount of support

3.1 Tomorrow will organize and execute a cryopreservation procedure according to the current state of research and technology to the best of its abilities and 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 cryopreservation.



§ 4 Cryopreservation of the body donation

4.1 In order for cryopreservation to be possible, the supporter 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 the body in particular by the following points:

a) The supporter will provide the body of the pet without delay and will follow Tomorrow directions for preparation, cooling, transport, and any other direction that may be given.

b) The supporter informs Tomorrow immediately about any change of their address and contact information (email, address, phone number), 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 could lead to death.

d) The supporter does not make any efforts, which could hinder or exclude the cryopreservation by Tomorrow.

e) The supporter provides their support in accordance with the contract, so that the availability of the support sum is at no time in danger.

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.



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 of death 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.