



## EXHIBIT A

### MEMBERSHIP TERMS AND CONDITIONS (2022)

#### 1. SCOPE

The accompanying Regular or Lifetime Membership Agreement and any ancillary documents thereto (the “Membership Agreement”), and these Terms and Conditions (the “Terms”) (collectively, the “Agreement”) comprise the entire agreement between the Parties and are the only terms that govern a Member’s Regular or Lifetime Membership with ALCOR LIFE EXTENSION FOUNDATION, an Arizona non-profit corporation (“Alcor”). These Terms supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Membership Agreement, these Terms shall govern, unless the Membership Agreement expressly states that the terms and conditions in the Membership Agreement control.

**All Memberships are non-transferable and non-refundable except as specified herein. Membership grants only the rights, benefits and obligations expressed in the Agreement. A Member will not be a member as contemplated by Title 10 of the Arizona Revised Statutes or under any other statute in any other jurisdiction and the Member will have no rights of a member as contemplated by Title 10 of the Arizona Revised Statutes or any other similar such statutory or common law membership rights in any jurisdiction including, but not limited to, voting rights in Alcor, the right to non-public corporate information belonging to Alcor, visiting Alcor’s premises, bringing derivative actions against Alcor, or other rights contemplated by such laws for members of a non-profit corporation.**

**NO CRYOPRESERVATION: NEITHER REGULAR NOR LIFETIME MEMBERSHIP ENTITLE THE REGULAR OR LIFETIME MEMBER TO ANY CRYOPRESERVATION PROCEDURES OR ANY OTHER BENEFITS CONVEYED IN THE SEPARATE *CRYOPRESERVATION* MEMBERSHIP AGREEMENT. IN THE EVENT THAT THE MEMBER DESIRES TO BECOME A CRYOPRESERVATION MEMBER, SUCH MEMBERSHIP WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF A SEPARATE CRYOPRESERVATION MEMBERSHIP AGREEMENT.**

#### 2. MEMBER OBLIGATIONS

The Member shall:

- (a) cooperate with Alcor in all matters relating to the Membership including by executing any further releases, consents or other documents required by Alcor;
- (b) respond promptly to any Alcor request to provide direction, information, documents, approvals, authorizations, or decisions as required by Alcor and

ensure any such materials or information are complete and accurate in all material respects;

- (c) obtain and maintain all necessary rights, approvals and consents and comply with all applicable laws in relation to the Membership;
- (d) pay all amounts as required under the Agreement in a form and at a time acceptable to Alcor as determined in its sole and absolute discretion;
- (e) promptly update and otherwise inform Alcor of any material change in Member's personal information, automatic payment information, and any other changes which may affect the Member's Membership; and
- (f) Member agrees to be solely responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Member hereunder. Any such taxes, duties, and charges currently assessed or which may be assessed in the future, that are applicable to the Membership are for the Member's account, and Member hereby agrees to pay such taxes; *provided, that*, in no event shall Member pay or be responsible for any taxes imposed on, or with respect to, Alcor's income, revenues, gross receipts, personnel, or real or personal property or other assets.

### **3. PAYMENT OF DUES, FEES, AND CHARGES**

The Member shall pay to Alcor or its successors or assigns, and/or Alcor's respective designees, the applicable dues, fees, or charges for their Membership type, together with any applicable taxes with respect to such payments.

The Member shall make all payments hereunder in US dollars or by any payment method as may be permitted by Alcor in its sole and absolute discretion. In the event payments are not received by Alcor when due, the Member will be considered a Member not in good standing. Additionally, Alcor may: (i) charge interest on any such unpaid amounts at a rate of 5% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; (ii) suspend the Member's Membership until payment has been made in full; and/or (iii) terminate the Member's Membership.

**No Refunds:** The Member acknowledges and agrees that Membership Dues and Lifetime Membership Dues are non-refundable, except as expressly set forth the Agreement. If Member is a Lifetime Member in good standing under an effective Membership Agreement, Member's choice to disassociate with Alcor will not entitle Member to a return or refund of any funds paid under such Lifetime Membership Agreement.

#### **4. ACKNOWLEDGMENT OF LIMITED MEMBERSHIP RIGHTS**

The Member acknowledges that Membership in Alcor grants only the benefits expressly set forth in the Agreement and does not grant any rights to use any Alcor facilities or obtain any access to Alcor's operations, employees or non-public and/or confidential information.

Membership in Alcor is not an investment in Alcor. Membership in Alcor does not provide a member with an equity or ownership interest or any other property interest in Alcor. The specific type of Membership that Member selects in Alcor grants only the rights and privileges expressly contemplated for members under that type of Membership Agreement.

Alcor reserves the right, in its sole discretion, to terminate, amend, modify or supplement the Membership Agreement and any Membership. Alcor further reserves the right, in its sole discretion, to add, issue, modify, terminate, or discontinue the offering of any type, category or class of membership or dues or Dues category, to discontinue operation of any or all of Alcor facilities, to adjust the pricing of any Membership Dues, and to make any other changes in the Terms after thirty (30) days' notice, which may be made by posting such changes to Alcor's website at [www.alcor.org](http://www.alcor.org).

#### **5. MEMBER REPRESENTATIONS AND WARRANTIES**

By Member's execution of the Membership Agreement, Member represents and warrants to Alcor that: (a) they have the full right, power, and authority to enter into the Membership Agreement, to grant the rights granted hereunder and thereunder, and to perform their obligations hereunder and thereunder; and (b) when executed and delivered by Member, the Membership Agreement will constitute the legal, valid, and binding obligation of the Member, enforceable against Member in accordance with its terms.

#### **6. CONFIDENTIAL INFORMATION**

**A. Generally:** All confidential or proprietary information of Alcor, including, but not limited to, trade secrets or other confidential research, technology, information pertaining to business operations and strategies, information pertaining to Members including the identity of Members, pricing, marketing, and information the disclosure of which is restricted by law or agreement (collectively, "Confidential Information"), disclosed by Alcor to the Member, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," shall not be disclosed or copied by the Member without the prior written consent of Alcor. Confidential Information does not include information that is:

- i.** in the public domain;
- ii.** already known to the Member at the time of disclosure; or



- iii. rightfully obtained by the Member on a non-confidential basis from a third party.

Alcor shall be entitled to any relief permitted by law including, but not limited to, injunctive relief for any violation of this Section.

**B. Public Disclosure Election in Regular and Lifetime Membership Agreement:**

- i. If a Member elected to give Alcor permission to freely release Member's name and related Alcor Membership Status at its discretion, Alcor will have no obligation to keep the Member's Name and Membership Status confidential.
- ii. If a Member elected that Alcor make reasonable efforts to maintain confidentiality of the Member's information, Alcor agrees to use reasonable efforts to keep such information confidential, however, Member agrees and understands that Member's confidential information may be shared with Alcor's agents, including Alcor's legal, financial and medical consultants and authorized third-parties in order to effectuate the terms of this Agreement. However, if the Member or a third party publicly discloses the name of the Member and/or the details of their Alcor membership, Alcor is released from this confidentiality agreement. Furthermore, if any legal action related to a Member's Alcor affiliation or Membership is filed against Alcor, Alcor is released from this confidentiality agreement. In the event of the improper release of Member's information, Member agrees that Alcor's liability will be limited in accordance with Paragraph 7, Limitation of Liability, in these Terms.

**7. LIMITATION OF LIABILITY**

**IN NO EVENT WILL ALCOR BE LIABLE TO MEMBER OR TO ANY THIRD PARTY FOR ANY LOSS OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND REGARDLESS OF WHETHER ALCOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY OTHER FORM OF RELIEF.**

**IN THE EVENT AN ARBITRATOR OR COURT OF COMPETENT JURISDICTION FINDS ALCOR LIABLE IN SPITE OF ANY LIMITATIONS OF LIABILITY CONTAINED HEREIN, MEMBER AGREES THAT AS A MATERIAL CONSIDERATION FOR ALCOR ACCEPTING MEMBER'S MEMBERSHIP, IN NO EVENT WILL ALCOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE MEMBER'S MEMBERSHIP, INCLUDING THE AGREEMENT AND ANY**

**ANCILLARY DOCUMENTS THERETO, OR THESE TERMS OR OTHERWISE TO THE MEMBER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY CLAIM, OR ANY OTHER THEORY OF LIABILITY, EXCEED AN AMOUNT EQUAL TO ONE YEAR OF ALCOR MEMBERSHIP DUES PAID OR PAYABLE TO ALCOR PURSUANT TO THE MEMBERSHIP AGREEMENT.**

## **8. FORCE MAJEURE**

Alcor shall not be liable or responsible to the Member, nor be deemed to have defaulted under or breached the Agreement and any ancillary documents hereto, for any failure or delay in fulfilling or performing any term of the Agreement when and to the extent such failure or delay is caused by or results from acts beyond Alcor's reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of the Agreement; (f) national or regional emergency, including without limitation, epidemics or pandemics; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) shortage of adequate power, access to equipment, materials or transportation facilities; and (i) other similar events beyond the control of Alcor. Alcor shall give notice as soon as reasonably practical following the occurrence of the Force Majeure Event to the Member, stating the period of time the occurrence is expected to continue. Alcor shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. Alcor shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that Alcor's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section, the Member may thereafter terminate the Agreement upon ten (10) days' written notice.

## **9. ASSIGNMENT**

The Member shall not assign any of their rights or delegate any of their obligations under the Agreement without the prior written consent of Alcor. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the Member of any of their obligations hereunder or thereunder. Notwithstanding anything to the contrary herein, Alcor shall at all times retain the right to assign the Agreement and any/all rights and obligations thereunder in its sole and absolute discretion.

## **10. CONTRACTUAL RELATIONSHIP ONLY**

Nothing contained herein shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

## **11. NO THIRD-PARTY BENEFICIARIES**

The Agreement are for the sole benefit of the Member and Alcor, permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of hereof and thereof.

## **12. STRICT PERFORMANCE AND SEVERABILITY**

The failure of any party to insist upon strict performance of any of the terms or provisions of the Agreement, or to exercise any option, right or remedy contained therein, shall not be construed as a waiver or as a relinquishment for the future enforcement of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect unless otherwise revoked or amended at Alcor's sole discretion. No waiver by any party of any term or provision of the Agreement shall be deemed to have been made unless expressed in writing and signed by such party. The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. To the extent that any provision of the Agreement may be held to be invalid or legally unenforceable by a court of competent jurisdiction, the remaining provisions thereof shall not be affected and shall be given full force and effect.

## **13. NO RULE OF STRICT CONSTRUCTION**

Regardless of which who drafted the Agreement, no rule of strict construction shall be applied against either party. If any provision of the Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from the Agreement, and the remainder of the Agreement will continue in effect.

## **14. COMPLIANCE WITH LAWS**

It is the intention of Alcor that the Agreement comply with all laws and regulations in the jurisdiction where Alcor is headquartered. It is not possible for Alcor to know the laws and regulations in every jurisdiction, state or country in which Members reside, as such, Members are solely responsible for ensuring that they are in compliance with any laws, including tax laws, in the city, state and/or country with jurisdiction over the Member.

## **15. LOGOS AND NAMES**

As long as a Member is in good standing, upon request and approval by Alcor in writing, a Member may use Alcor's name and logo, in the format and with the notices provided or requested by Alcor, solely to indicate the Member's membership in Alcor.

**16. ARBITRATION; GOVERNING LAW; SUBMISSION TO JURISDICTION AND VENUE**

**[At recommendation of James Arrowood, add DocuSign initialing requirement to this Section]**

Agreeing to arbitrate any claims between the Member and Alcor is a material form of consideration for Alcor allowing a potential member to become a Member. Thus, the Member agrees that any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by binding arbitration in Maricopa County, Arizona, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgement upon the award entered by the arbitrator(s) may be entered and enforced by any court having jurisdiction thereof. Additionally, the parties intend for the arbitrator(s) to have the power to issue any provisional relief appropriate to the circumstances, including but not limited to, temporary restraining orders, injunctions, and attachments. The parties intend that this provision to arbitrate be irrevocable, and agree that either party is entitled to injunctive relief to quash litigation by the other party which breaches this Agreement. If the Member refuses to comply with the arbitration terms, then Alcor shall have the right to enforce this Arbitration provision through the State or Federal Courts situated in Maricopa County, Arizona.

Member irrevocably agrees that, in the event that Alcor waives its right to arbitrate any claims or controversies arising out of or relating to the Agreement, the State and Federal courts situated in Maricopa County, Arizona, have sole and exclusive jurisdiction over any and all matters arising out of or relating to Member's interactions and relationship with Alcor. Member further agrees that this Agreement will be governed by and construed in accordance with the internal laws of the State of Arizona, without giving effect to any contrary choice of law provisions and regardless of where the Member entered into the Agreement at issue. The Member knowingly and intentionally submits to the foregoing arbitration requirements and to this jurisdiction notwithstanding the Member's citizenship, residence or domicile at the time of entering the Agreement. Member irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue for any action or proceeding arising out of or relating to the Agreement in any arbitration or any court referenced in this Section, and Member waives the defense of an inconvenient forum to the maintenance of such action or proceeding in any such arbitration or court.

Member Acceptance of Terms and Conditions. The Member hereby acknowledges receipt of these Terms, and that the Member has read and understands them, and agrees to be bound by the terms and conditions thereof and as the same may be amended, modified or supplemented from time to time by Alcor. The Member further acknowledges that the Member is not relying on any oral representations or written representations made outside of these terms and conditions, in acquiring a Membership from Alcor.

**[INITIAL/CHECK BOX ON E DOCUMENT]**