

# MEMORIAL SPACEFLIGHT SERVICE PREARRANGED CONTRACT

### STANDARD SERVICE PREARRANGEMENT CONTRACT #\_\_\_\_

**1.0 PARTIES.** This Memorial Spaceflight Service Prearranged Contract ("Contract") is made between: Celestis Inc., a Texas corporation, with its principal place of business located at PO Box 66784, Houston, Texas, 77266-6784 ("Celestis"), and:

("Purchaser") for

("Contract Beneficiary").

## 2.0 CONTRACT DEFINITIONS

- (a) "Purchaser" means the person who pays for the Services in this Contract and may be the Contract Beneficiary. This person may also be the Primary Contact.
- (b) "Primary Contact" means the Contract Beneficiary and is the sole contact for launch updates. In case Contract Beneficiary is unable to act as Primary Contact, the Purchaser becomes the Primary Contact. In case Purchaser is unable to act as Primary Contact for any reason, then the Primary Contact is the Designated Responsible Person as defined in Section 8.0.

No personal information will be provided to any person other than the Primary Contact, without the express written approval of the Primary Contact. No changes will be made to the Contract (Section 9.0) other than by the Primary Contact. The Primary Contact represents to Celestis that the Primary Contact has authority to possess and dispose of the cremated remains which make up the Flight Sample.

- (c) "Contract Beneficiary" means the person for whom this Contract is purchased and whose Flight Sample is to be launched on a Memorial Spaceflight.
- (d) "Flight Sample" means the approximately 1 gram or more of human cremated remains (as described in Section 4.0. below).
- (e) "Flight Capsule" or "Flight Module" means the individual container for the Contract Beneficiary's Flight Sample of cremated remains. Flight Capsule refers to approximately 1g of cremated remains, Flight Module refers to approximately 3g of cremated remains.
- (f) "Memorial Spaceflight" means transporting the Flight Sample into space according to the Services selected in Section 4.0 below.
- (g) "Spacecraft" means the system or device by which the Flight Capsules or Flight Modules are integrated ("Integration") to the launch vehicle.
- (h) "Integration" means the physical attachment of Flight Capsules and Flight Modules in a spacecraft on the launch vehicle. Integration generally occurs significantly in advance to the launch. After integration, under no circumstances can the Flight Sample (Flight Capsule or Flight Module) be recovered and returned to the family.
- (i) Distributor authorized distributor of Celestis Memorial Spaceflights.

**3.0 SERVICES SELECTED.** This Contract is for the selected Celestis Services only. This Contract does not offer any funeral goods or Services that may be required at the time of death of Contract Beneficiary.

**4.0 DESCRIPTION OF SERVICES.** "Services" refers to the launch by Celestis of the Flight Sample into space according to the Services selected here below:

SER	VICE SELECTION (Please check desired service)	Price
EARTH RISE SERVICE	Approximate 1g Flight Sample will be launched on "next available" Spaceflight Mission. This Service is deemed complete upon achieving of at least sixty-two (62) miles above the Earth's surface of launch vehicle containing Flight Sample by Celestis. If available to Celestis, the flown capsule/module will be returned as is to the Primary Contact.	\$1,295
EARTH ORBIT	Approximate 1g Flight Sample will be launched into earth orbit. This Service is deemed complete upon the attainment of one orbit of the Flight Sample around the earth.	\$4,995
LUNA SERVICE	Approximate 1g Flight Sample will be launched to the Lunar Surface. This Service is deemed complete upon the Spacecraft's initiation of the Trans-Lunar Injection Burn.	\$12,500
<b>VOYAGER</b> SERVICE	Approximate 1g Flight Sample will be launched into deep space, beyond the Earth-Moon system. This Service is deemed complete upon the Spacecraft's initiation of the Exo-Orbital Injection Burn.	\$12,500
OPTIONS		Price
<b>Gemini</b> Approximate 2g co-mingled Flight Samples of two Contract Beneficiaries will be launched on any of the above-mentioned services.		+50%
Flight Module	Approximate 3g Flight Sample will be launched on any of the above-mentioned services.	+100%
□ Multiple Flights	Select an additional flight at 50% off the service of lesser value	

Celestis, Inc	
SERVICE CONTRACT PRICE (fill in the amount):	\$
Processing Fee (non-refundable):	
\$195 for credit card and wire payments; \$95 for cash, check or money order	\$
TOTAL AMOUNT DUE:	\$

## Glossary

*Earth Rise Spaceflight Mission* – A brief spaceflight where the Spacecraft flies into space and returns to Earth without having orbited Earth.

*Earth Orbit* – A satellite is said to have orbited Earth when it has completed at least one full revolution around Earth while the satellite is in space.

Lunar Surface – The surface of the Moon.

*Earth-Moon System* – The planet Earth and the Moon, considered as one entity consisting of two planetary bodies bound together by gravity. The Earth-Moon System as a whole has a gravitational field that affects the trajectory of physical objects (such as the Spacecraft) traveling through space near the Earth-Moon System. The Spacecraft will have escaped this gravitational field once it travels fast enough and far enough away from the Earth-Moon System such that the Spacecraft will not be drawn back to the system by the force of gravity.

*Trans-Lunar Injection Burn* – An orbital maneuver used to place the Spacecraft on a trajectory towards the Moon. *Exo-Orbital Injection Burn* – An orbital maneuver used to place the Spacecraft on a trajectory away from Earth orbit.

# **4.1 Standard.** *Earth Rise Service, Earth Orbit Service, Luna Service, and Voyager Service* include:

- (a) The launch of the Flight Sample on the Memorial Spaceflight selected.
- (b) Name of the Contract Beneficiary and a personal message imprinted on a recording medium or device placed inside the Spacecraft. With the Flight Module Option, the Name of Contract Beneficiary and a personal message is imprinted directly on the Flight Module.
- (c) Invitations to the Memorial Service events for family and friends if available.

PLEASE NOTE: Attendance at the launch is subject to launch site and launch provider approval. In general, launch attendance is available, but can be restricted by circumstances beyond Celestis' control.

- (d) Professional video download of the launch and associated events.
- (e) Dedicated virtual memorial of the deceased on the Web site at: <u>www.Celestis.com</u>
- (f) Memorial Spaceflight Certificate attesting to the completion of launch of Memorial Spaceflight.
- (g) Mission Completion Performance assurance (see CONTRACT SPECIFICS below).

**4.2 Optional.** The following can be purchased at additional cost if requested in writing and if available on the launch:

- (a) Memorial Spaceflight Plaque with Flight Capsule/Module replica and launch photo, Flight patch, and Flight pin.
- (b) Framed Memorial Spaceflight Certificate;
- (c) Land/sea scattering near launch site of any un-launched balance of the Flight Sample received and accepted by Celestis, with a certificate of completion.
- (d) Transportation to launch viewing site activities where available.
- (e) Professional footage of the launch and associated events.

**4.3 No Other Services.** Any other services not specified in 4.1 and 4.2, including but not limited to travel to the launch, launch lodging and meals are the responsibility of attendees.

#### 5.0 CONTRACT SPECIFICS

## 5.1. PROCESS

Total amount due per Section 4.0 may be paid in full at Contract Date or according to a payment plan. Payment plans are subject to finance charges described in Section 10.0.

Once the Service Contract Price is paid and Beneficiary passes away, Celestis provides a Flight Sampling kit to Purchaser, which must be returned to Celestis 60-90 days prior to the Integration Date on an appropriate upcoming launch. Mailing the Flight Sampling Kit to Celestis is the responsibility of the Purchaser or Designated Responsible Person.

**5.2. PRICE GUARANTEE.** Seller agrees that it will provide only the services described herein, subject to receipt of payment of the Total Amount Due, as specified on this Agreement. This is a guaranteed agreement, according to which Seller may not increase the price of any services to be rendered or delivered hereunder regardless of future price increases.

**5.3. SEVERABILITY.** If any portion of this Agreement is determined to be invalid, void or unenforceable, the remainder of the Agreement will remain in full force and effect and will not be impaired or invalidated.

**5.4. FUNDS.** The first 40% of Service Contract Price ("Earned Deposit") is earned by Celestis at the time funds are received from Purchaser, and cover Celestis costs related to marketing, management, insurance, flight deposit, overhead, general business expenses, etc. Earned Deposit is non-refundable except under Section 5.5(a)1 and 5.5(b)1.

All amounts received by Celestis under this Contract in excess of 40% of the Service Contract Price ("Trust Deposit") shall be deposited in a Grantor Trust account together with funds of other purchasers but accounted for separately. Deposits to trust will be made within 30 days of receipt by Celestis. Celestis shall retain any income generated in trust.

- Celestis may only withdraw the funds for the following reasons: (a) To return funds to Purchaser pursuant to Section 5.5, or
  - (b) To pay Celestis all trust funds on deposit, together with earnings on these funds, upon Mission Completion, as defined in Section 5.6.

**5.5 Timing & Cancellation.** After the receipt of the Flight Sample Kit by Celestis, and after full payment of Service Contract Price, Celestis shall perform the Memorial Spaceflight Service on its next available mission.

# (a) CANCELLATION BY PURCHASER FOR REASONS OTHER THAN FLIGHT DELAY

- 1. If Purchaser cancels in writing **WITHIN 30 DAYS** after Contract Date, Purchaser shall be entitled to receive a refund of 100% of the total amount paid for Services under Section 4.0 minus the non-refundable processing fee.
- 2. If Purchaser cancels **MORE THAN 30 DAYS** after Contract Date, Purchaser shall not be entitled to receive a refund under this section.

## (b) CANCELLATION BY PURCHASER DUE TO FLIGHT DELAY

1. If there has not been an intentional ignition on a qualifying Memorial Spaceflight within 2 years of receipt by Celestis of Flight Sample for Earth Rise Service and Earth Orbit Service, or within 5 years of receipt by Celestis of Flight Sample for Luna Service and Voyager Service, Purchaser, upon written request to cancel this Contract due to flight delay, shall be entitled to a refund of Trust Deposit MAXIMUM CUSTOMER REFUND IS 60% OF SERVICE CONTRACT PRICE IF FULL SERVICE CONTRACT PRICE was paid. PROCESSING FEES AND EARNED DEPOSITS ARE NON-REFUNDABLE.

#### (c) CANCELLATION DUE TO NON-PAYMENT

- 1. If Purchaser is more than 15 days late making a scheduled payment, this Contract may be cancelled by Celestis after:
  - i. Celestis notifies Purchaser of default in writing to the address specified in Section 6.0, unless later revised in writing.
  - ii. Purchaser has not made all required payments to cure the default within 15 days of the date of notice from Celestis.
- 2. If the Contract Beneficiary dies and Purchaser has NOT paid this Contract in full within 180 days of the death, then Celestis is not required to deliver the Services, and this Contract may be canceled by Celestis; unless:
  - i. An extension request has been sent in writing to Celestis and is accepted in writing; and
  - ii. Purchaser has complied with his/her obligations by making all required payments under the Contract; or
  - iii. Purchaser pays any remaining balance due on this Contract before the Flight Sample is integrated on to the launch vehicle used to provide the Service, or, Celestis agrees in writing to another payment arrangement.

Upon cancellation, Celestis shall be released from all obligations both at law and in equity to provide the Services or to repay to Purchaser any funds paid by the Purchaser. Any failure by Celestis to cancel this Contract because of nonpayment on one payment shall not constitute a waiver of any subsequent payment or any subsequent breach of this Contract or any terms, condition, or provision hereof.

- (d) <u>Under all circumstances</u>, Processing Fees are nonrefundable. (please check box below).
- □ I certify that I have read and understand the Timing and Cancellation Policy above.

**5.6 Mission Completion.** The Memorial Spaceflight is deemed complete upon the Flight Sample achieving an altitude of at least sixty-two (62) nautical miles above the Earth's surface (for Earth Rise Service), upon the attainment of one orbit of the Flight Sample around the earth (for Earth Orbit Service), upon the initiation of the Trans-Lunar Injection Burn (Lunar Service), or upon the initiation of the Exo-Orbital Injection Burn (Voyager Service). Mission Completion for all Services is certified by relevant launch service providers.

**5.7 Mission Failure and Re-flight Option.** If, after the first launch attempt, the Memorial Spaceflight is deemed not to be complete (as described in Section 5.6 above), Celestis will, upon written request of Purchaser, place an additional Flight Sample on the next scheduled Memorial Spaceflight of a similar mission. Celestis is not required to provide a Re-flight unless requested under this section and unless sufficient Flight Sample is provided by Purchaser (see section 5.8(g) below), and in that case, this Contract will be considered complete.

#### 5.8 General Provisions.

- (a) Purchaser must notify Celestis in writing of any address change.
- (b) Funds deposited for this Contract may not be pledged as security for loans or other obligations.
- (c) Purchaser cannot make a partial cancellation of this Contract. This means Purchaser cannot change the Services during the duration of this Contract, unless a new contract is executed. Purchaser may change other Contract terms only by written agreement signed by all parties.
- (d) This Contract, together with the Memorial Spaceflight Documentation and the Sampling Procedure, constitutes the entire agreement among the parties. This Contract binds the parties or any other successor who assumes their rights and obligations under this Contract.
- (e) Purchaser may change the Contract Beneficiary **or** Designated Responsible Person of this Contract at any time before Contract Beneficiary's death. Purchaser must notify Celestis to this change in writing.
- (f) Purchaser agrees that the liability of Celestis is limited to an amount equal to that actually paid. Celestis makes no warranty that the launch of the Flight Sample will happen on any particular date.
- (g) Purchaser (or the person named as Primary Contact **or** Designated Responsible Person) shall provide Celestis with at least enough of the Flight Sample of the Beneficiary to fulfill two launch attempts for the Services.

**5.9 Limitation of Remedies; Liquidated Damages.** Purchaser agrees that in the event that Celestis fails to complete the mission as defined above, determining the amount of damages, if any, will be difficult and impractical so the

#### Celestis, Inc

liability of Celestis is limited to an amount equal to that actually paid to Celestis pursuant to this Contract, as Liquidated Damages. Celestis makes no warranty that the launch of the Flight Sample will take place on any particular date. Celestis makes no warranty that once launched, the mission will be completed. Celestis makes no warranty that, as applicable (depending on the service chosen), there will be: launch vehicle ignition, rocket lift off, spacecraft attainment of at least sixty-two (62) miles above the Earth's surface, or that the spacecraft will remain in orbit for any particular length of time, or initiation of the Trans-Lunar Injection Burn, or that burn will successfully take the spacecraft to its intended destination, or initiation of the Exo-Orbital Injection Burn. Celestis specifically disclaims any such warranties.

**5.10 Governing Law, Venue, and Jurisdiction**. Purchaser acknowledges and agrees that this Contract is performable in Houston, Texas, and that the laws of the State of Texas, without giving effect to its principles of conflicts of law, shall apply to any lawsuit or other proceeding arising out of this Contract on the Services described herein other than its choice law provisions. Purchaser also agrees that by signature on this Contract, Purchaser is submitting to the exclusive jurisdiction of the courts of the State of Texas for any lawsuit arising out of this Contract or the Services provided herein.

## 5.11 Disclosures (PLEASE READ CAREFULLY).

(a) I hereby affirm that I have been well advised and thoroughly informed about the inherent hazards of launching human remains into space by using an expendable launch vehicle. I am aware of the risk of launch failure. If the launch vehicle flies outside of its flight pattern, a launch official may have the authority to destroy the launch vehicle. If such a launch failure occurs, the remains will not reach the final destination, but rather will be scattered along with the remnants of the launch vehicle over some portion of the flight path.

(b) I recognize that if the launch is successful, and the spacecraft achieves its intended destination, it will not stay there forever: (i) Earth Rise Service – the Spacecraft may not return to Earth and land safely; (ii) Earth Orbit Service - orbit will decay, and the Spacecraft will fall back through Earth's atmosphere and be destroyed.

(c) I also recognize that Celestis cannot guarantee any particular launch date. The launch of the Spacecraft can be delayed, even at the last minute, for any number of reasons, including weather. I also recognize that the government of the United States or other relevant jurisdiction has the authority to decide whether to permit a particular launch.

**5.12 Disclaimer**. CELESTIS SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY TYPE, SPECIFICALLY WITHOUT LIMITING THE FOREGOING, CELESTIS DISCLAIMS ANY WARRANTY OF SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### 5.13 Release & Indemnity.

(a) I UNDERSTAND AND AGREE THAT THE BENEFICIARIES OF THIS RELEASE (RELEASES) ARE (1) CELESTIS INC., A TEXAS CORPORATION, AND ITS OFFICERS, EMPLOYEES, AND AGENTS AND (2) THE COMPANY(S) OR ORGANIZATION(S) PROVIDING THE LAUNCH VEHICLE AND/OR SPACECRAFT USED TO PLACE THE REMAINS IN TO SPACE (HEREINAFTER THE "LAUNCH SERVICES PROVIDER(S)" OR "LSP." I HEREBY RELEASE AND DISCHARGE THE RELEASEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND OR CHARACTER INCLUDING WITHOUT LIMITATION, ANY CLAIM FOR BODILY INJURY, MENTAL ANGUISH, OR DAMAGE TO PROPERTY– WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE NEGLIGENCE OF ANY PARTY OR PARTIES – ARISING OUT OF OR IN CONNECTION WITH THE SERVICES UNDER THIS CONTRACT WHETHER IN FAVOR OF ME OR ANY FAMILY MEMBER BECAUSE OF BODILY INJURY. I UNDERSTAND THAT THIS RELEASE DOES NOT AFFECT OR WAIVE ANY RIGHTS THAT I POSSESS AS SET FORTH IN THE CONTRACT THAT I HAVE ENTERED INTO CONTEMPORANEOUSLY WITH CELESTIS INC.

(b) I AGREE TO PROTECT, DEFEND, INDEMNIFY, AND SAVE THE RELEASEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND OR CHARACTER INCLUDING WITHOUT LIMITATION, ANY CLAIM FOR BODILY INJURY, MENTAL ANGUISH, OR DAMAGE TO PROPERTY – WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE NEGLIGENCE OF ANY PARTY OR PARTIES – ARISING OF OR IN CONNECTION WITH THE SERVICES UNDER THIS CONTRACT WHETHER IN FAVOR OF ME OR ANY FAMILY MEMBER. I UNDERSTAND THAT THIS RELEASE DOES NOT AFFECT OR WAIVE ANY RIGHTS THAT I POSSESS AS SET FORTH IN THE CONTRACT THAT I HAVE ENTERED INTO CONTEMPORANEOUSLY WITH CELESTIS INC.

(c) I HAVE FULLY INFORMED MYSELF ABOUT THE CONTENTS OF THIS RELEASE BY READING IT BEFORE SIGNING THE CONTRACT.

# 6.0 PRIMARY CONTACT INFORMATION (please print)

Printed Name		
Address		
Address		
City	State	Postal Code/Zip Code
Country		
Evening Phone Number (please include the area co		Day Phone Number (please include the area code)
Email address		
Alternative Email address		

# Celestis, Inc

# 7.0 CONTRACT BENEFICIARY

Name of Deceased

His/Her Relation to Primary Contact

**8.0 DESIGNATED RESPONSIBLE PERSON.** After the death of the Contract Beneficiary, Celestis may consult on any questions arising as to the Services with the following designated person:

(a) First Designated Responsible Person:

First Name	Last Name	Title: Mr., Mrs., Ms., Dr., etc.
Relation to Contract Beneficiary		
Address		
Address		
City	State	Postal/Zip Code
Country		
Evening Phone Number (please include the area co	de) Day	Phone Number
Email address		
Alternative Email address		

If this person predeceases Contract Beneficiary, is unable or unwilling to assist in the delivery of the Services, or is unable to be contacted by Celestis after reasonable effort, Celestis may consult with the following person regarding any questions arising as to the Services.

(b) Second Designated Responsible Person:

First Name	Last Name	Title: Mr., Mrs., Ms., Dr., etc.
Relation to Contract Beneficiary		
Address		
Address		
City	State	Postal/Zip Code
Country		
Evening Phone Number (please include the area code		
Email address		

Alternative Email address

## 9.0 CHANGES TO A CONTRACT AT THE DEATH OF THE CONTRACT BENEFICIARY

Celestis is required to deliver the Services with no further payments due at the time of death, only when this Contract is fully paid.

(a) **Relating to a Fully Paid Contract**. The Purchaser or Primary Contact and Celestis may agree in writing to additional Services; however, there can be no reduction in the Services.

The Purchaser or Primary Contact must pay any increased costs resulting from any changes. **Celestis is not required to agree to any change in the Services, refund any money or apply any money to another Contract.** 

1. The Purchaser or Primary Contact can also change Contract selections provided such additional services are fully paid for in advance. (For example, the Designated Responsible Person can change the service selection from Luna Service to Voyager Service or from Earth Rise Service to Earth Orbit Service.)

2. The Purchaser may choose not to allow any modifications of the Services by signing below.

(b) **Relating to a Contract Not Paid in Full**. If Purchaser does not fully pay for this Contract, Celestis is not obligated to perform the Services. However, Celestis may at its sole discretion offer to deliver a service with a value less than, or equal to, the amount actually paid.

If the Services are important to the Contract Beneficiary, Purchaser/Beneficiary should discuss the Services with his/her family and tell them what is important. If Purchaser (or Contract Beneficiary if other than Purchaser) wishes to prevent changes to this Contract, Purchaser (or Contract Beneficiary if other than Purchaser) must sign the space below:

#### I do not wish any changes to the Contract Service .....

(Purchaser) (Contract Beneficiary)

#### **10.0** Financial Accommodation

Purchaser hereby elects:

□ to pay the Total Amount Due in full at the date of this Contract

□ to accept the financial accommodations offered by the Seller: Retail Installment Contract

CREDITOR-SELLER				
ANNUAL PERCENTAGE	FINANCE CHARGE (The dollar amount	AMOUNT FINANCED (Unpaid balance)	TOTAL OF PAYMENTS (The amount you will	TOTAL SALE PRICE (the total cost of your
(The cost of your credit as a yearly rate)	the credit will cost you)	(The amount of credit provided to you or on your behalf)	have paid after you have made all the payments as scheduled)	purchase on credit including your down payment of \$)
5.5%	\$00	\$	\$	\$

#### Your payment schedule is:

Number of payments	Amount of payments	When payments are due: monthly/quarterly/yearly Beginning on (MM/DD/YYYY):

PREPAYMENT: If you pay off early, you will not have to pay a penalty. ADDITIONAL INFORMATION: See your Contract documents for information about nonpayment, default, the right to accelerate, and the requirements for payment in full before delivery of contracted goods and Services by the Seller.

(a) Late Charge: if a payment is late by 10 days or more, you will be charged 5% of the late payment or six dollars, whichever is greater.

(b) Please note that **failure** to make payments according to the payment terms can result in cancellation without refund as noted in Section 5.(2)(d).

(c) **Prepayment:** You can prepay the full amount due under this Contract at any time. If you decide to pay the entire amount due in advance, the outstanding balance will be furnished upon your written request.

#### 11.0 PAYMENT METHOD

□ Paying By Check: Please make check payable to **Celestis Inc**. and mail to Celestis Inc., PO Box 66784, Houston, Texas 77266-6784, U.S.A.

□ Paying by Credit or Debit Card (type):	□VISA	□MasterCard	□Discover Card
Name as it appears on the credit card (plea		 	
Credit card number		 Expiration o	late
Billing Address			
City	Stat		stal Code/Zip Code
Country			
Signature		 Date	

#### 12.0 REQUIRED SIGNATURES AND NOTICES

Do not sign this Contract before you have: (1) read it, and (2) had an opportunity to ask questions. You are to receive a copy of this signed Contract. Keep this Contract to protect your legal rights.

If you sign this Contract at a place other than Celestis' place of business, you may cancel this Contract at any time prior to midnight of the third business day after the date of this Contract. You do not have this right if the Contract is signed at Celestis' place of business.

You certify by signing this Contract that the Social Security Number listed below is the correct number issued to you. You also certify that you are not subject to any backup withholding or any other order that requires special reporting to the IRS. You will receive a copy of this Contract and Celestis will retain the original Contract.

I hereby agree to contact Celestis Inc with any contact information updates or changes. The Primary Contact is **the only representative** who can obtain personal information and launch updates directly from Celestis. Before the death of the Contract Beneficiary it is the responsibility of the Purchaser (or Contract Beneficiary in case Purchaser is not able due to health reasons) provide new contact information to Celestis in writing. Upon death of Contract Beneficiary, it is the responsibility of the Primary Contact to inform and forward all information concerning launch and all other pertaining matters to other contacts (all other family members and friends) and provide new contact information to Celestis in writing.

**13.0 MEMORIAL SPACEFLIGHT DOCUMENTATION.** Primary Contact must complete and return to Celestis the Memorial Spaceflight Documentation Form included in the Flight Sampling Kit, together with the Flight Sampling Kit. The Flight Sampling Kit will be mailed to the Primary Contact at time of need.

#### 14.0 Flight Sampling Kit (please check boxes below).

□ I understand that the Primary Contact has to certify that the cremated remains contained in the Flight Sampling Kit are the bona fide and sole human cremated remains of the participant named on this contract, and have not been at any time commingled with any other form of ash.

□ I agree to return the Flight Sampling Kit including the Memorial Spaceflight Documentation to Celestis by the deadline that Celestis will provide to me. By signing this contract you agree that if you miss this deadline, you will be flown on the next flight.

Celestis can estimate, but cannot guarantee any specific launch date. All Flight Samples received by Celestis will be integrated onto the projected launch vehicle, and after that date ("Integration Deadline"), further Flight Sampling Kits will be launched on the following launch. Celestis will provide its best estimate of Integration Deadlines, but Purchaser acknowledges that Integration Deadlines and Launch Dates are set by the Launch Provider and subject to many factors, including weather, launch site schedules, other payloads, other launches, technological anomalies before and during the launch sequence, and occasional failure of launch vehicles and satellites to achieve intended destination, and are outside the control of Celestis.

**15.0 Non-Disclosure.** I understand that Celestis' ability to provide this service is governed in part by agreements binding Celestis, and that those agreements often include restrictions on publicity. Should media contact me before the flight information is declared official, I agree not to be interviewed until such information is approved for disclosure in writing by Celestis Inc.

**16.0 CONTRACT DATE.** This Contract is effective on the date signed by Celestis, Inc., below. Signed this \_\_\_\_\_ day of \_\_\_\_\_\_ 20\_\_\_ at \_\_ the office of Celestis or, \_\_\_\_\_ other.

# 17.0 SIGNATURES

I hereby agree to contact Celestis Inc with any contact information updates or changes. The Primary Contact is **the only representative** who can obtain personal information and launch updates directly from Celestis. It is the responsibility of the Primary Contact to inform and forward all information concerning launch and all other pertaining matters to secondary contacts (all other family members and friends). Primary Contact has an affirmative responsibility to provide new contact information to Celestis in writing. If the Primary Contact is a Distributor, the provider of remains with Power of Attorney should sign the Contract.

PURCHASER	Celestis, Inc.
Signature	Signature Charles M. Chafer / CEO
Printed Name	Printed Name/Title
Relation to Contract Beneficiary	Celestis, Inc. PO Box 66784
Street Address	Houston, Texas 77266-6784 U.S.A.
Street Address	Ph/Fax: +1.281.971.4019
City, State, Postal/Zip Code	
Phone Number(s) work and residence	
Email address:	
Social Security Number	
Contract Beneficiary:	
Printed Name	
Street Address	
City, State, Postal/Zip Code	
Phone Number(s) work and residence	
Email address:	
Date of Birth	

Social Security Number

You can fax this signed Contract to: **1.281.971.4019, or** mail it to **Celestis Inc.**, PO Box 66784, Houston, Texas 77266-6784, U.S.A. We will process the order and mail you a copy of the final document. **For assistance, please call us toll free at 1.866.776.2538, or 1.281.971.4019.**