



RECOMPOSE

Terms & Conditions

Precompose

This document contains the explanations, definitions, and Terms & Conditions you reviewed over the internet. Please let us know if you have any questions.

The Concept of an Agent

You were asked, "Are you comfortable with the concept of an Agent?"

Your reply was: "Yes"

Definition of an Agent

An "Agent" is someone who is legally allowed to make decisions about the disposition of your body after you die. You can designate anyone as your Agent on a form, or else the position of Agent will automatically go to your next-of-kin, as defined by Washington law in RCW 68.50.160.

An Agent is different from a guardian or someone who has power-of-attorney, since those positions usually have authority before you die, and it's different from an executor, because an executor often isn't empowered to decide what happens to your body. We'll refer to an Agent in this agreement frequently.

What Is/Is not Included in Your Purchase

You were asked, "Do you understand what is and is not included in your purchase of Precompose?"

Your reply was: "Yes"

Statement of Goods & Services -- What Is/Is Not Included in Your Purchase

Natural organic reduction (sometimes called "NOR") is the process that Recompose uses to gently convert human remains into soil. As of this date, the cost for NOR with Recompose is \$5,500.00.

This price includes:

- transportation of your body to our then-current Seattle-area facility, if your body is within King County, Snohomish County, or Pierce County, Washington, OR transportation to a future Recompose location, so long as your body is within 30 miles of that location;
- filing of the death certificate;
- sheltering of your body, including cooled storage if necessary; and
- the transformation of your body into soil.



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Statement of Goods & Services -- What Is/Is Not Included in Your Purchase (Cont.)

This price also includes a 64-ounce container, with which your Agent can:

- have 64-ounces of the soil delivered (shipping costs paid up to \$40.00); OR
- pick up 64-ounces of the soil from a Recompose location.

For the much larger amount of soil remaining, this price also includes the option for your Agent to:

- bring another container or containers for Recompose to fill (with your Agent being responsible for transport of the containers offsite); OR
- have Recompose transport the soil to one of our conservation partners, OR
- a combination of the two.

Your Agent is permitted to take all of the soil the body has produced to a place of their choosing, but in that case your Agent will be required to pay shipping/trucking charges or else transport it themselves.

Items that are not included in this price:

- Certified copies of the death certificate, although we will assist with ordering certified copies at cost.
- Other optional items such as newspaper obituaries, flowers, honoraria for clergy, celebrants, or musicians.
- Additional transportation for an autopsy or other reasons, transportation pricing will be kept up to date on our General Price List ("GPL").
- Additional containers of soil and shipping. The price for such containers and shipping will be kept up to date on our GPL.
- Removal and transportation beyond King, Pierce, or Shohomish County, Washington, to our Seattle-area facility, or beyond 30 miles to a future Recompose facility. Any additional transportation will be as listed on our GPL, OR you may arrange removal and transportation to Recompose with a more local funeral establishment, OR if your Agent wishes to transport your body personally, we will help advise them regarding obtaining a death certificate and a transit permit to do so.
- Embalming. Recompose cannot accept bodies that have been embalmed, as embalming conflicts with both Recompose's mission and technology. An embalmed body cannot safely go through the NOR process.



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Guaranteed Pricing

You were asked, "Do you understand how "guaranteed" pricing works under Washington law?"

Your reply was: "Yes, I see how it's guaranteed once it's paid off, and I can always request a refund of the percentage in trust, as long as it's not made irrevocable."

What Does Recompose Mean by "Guaranteed Pricing?"

The current price of natural organic reduction with Precompose is \$5,500. You are agreeing to pay this price before the Beneficiary - which in this case is you - dies. Under Washington law, this guaranteed pricing means:

Once you pay the \$5,500 price, you will be guaranteed natural organic reduction at no additional cost regardless of a future change in price. If you - the Purchaser - complete this agreement prior to your death by paying the full \$5,500, you will be guaranteed NOR at no additional cost (not including items listed as "not included" above), even if the \$5,500, plus the accruals, does not equal the full price of NOR at the time of your death.

If you have not paid the \$5,500 by the time of death, your Agent or estate will need to pay the balance in order for us to provide natural organic reduction. In the event that the full \$5,500 has not been paid at the time of your death, Recompose shall not be obligated to perform the NOR unless the remainder of the then-current price is paid.

You can receive 90% of your investment back at any time, if this contract has not been made irrevocable under RCW 18.39.250 (for more details, see #4 and #15 of the "Terms and Conditions," below). Washington law requires us to hold 90% of the money from the purchase of a service like Precompose in a trust. If you ask for your money back, we will refund you all the money that was placed into trust on your behalf, so long as you have not chosen to make the contract irrevocable. In addition, if your money has earned interest or other Net Accruals (see F in the definitions below), you will receive those as well.

You are entitled to Net Accruals on the trust if the total amount in trust for the contract exceeds the price of NOR at the time natural organic reduction is performed. The trust where we hold your money will ideally earn "accruals," meaning interest, dividends, and/or an increase in value of stock or bonds or other investments. In the unlikely event the \$5,500 you have paid, plus the Net Accruals, exceeds our then-current cost at the time you die and undergo NOR, your estate will be refunded the excess funds.



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Definitions

A. "Recompose," means "Recompose, PBC," a Delaware Public Benefit Corporation currently doing business in Seattle, Washington.

B. "Precompose" means prearrangement of funeral services, specifically NOR, with Recompose.

C. "NOR" refers to "natural organic reduction," a process that transforms a person into soil.

D. "Purchaser" means the person who signs this agreement and who has the right to amend or terminate this agreement.

E. "Beneficiary" means the person for whom natural organic reduction is to be provided for at the time of their death. In this case, you are both the Beneficiary and the Purchaser, because you are buying for yourself.

F. "Net Accruals" means interest, dividends, and/or an increase in value of stock or bonds or other investments, less any costs.

G. "GPL" means "General Price List." The Federal Trade Commission requires all US funeral establishments to have a GPL where they list all fees for their goods and services.

H. "Default" means the failure to cure any Delinquency within the grace period.

I. "Delinquency" means the failure to make the monthly payments as agreed herein, or per another payment plan, if a different one applies because this agreement was amended.



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Additional Terms & Conditions

1. Read Before Signing: Please read this entire agreement before signing it.

2. 100% refund: You have the right to terminate this agreement and receive 100% of any money you have paid into it, if EITHER you request such termination:

- A. within the first 30 days after signing it, OR
- B. before the Seattle Recompose facility is open to the public.

After these two conditions have passed, you still have the right to a refund of 90% of the money you have paid, plus any increase in value (“accruals”), indefinitely, so long as the trust is not made irrevocable. See Paragraph 4 for more details about that refund, and Paragraph 15 about irrevocability.

3. Trust: 90% of the money you pay to this contract will be deposited into the Recompose Trust account, on or before the 20th day of the month following when Recompose receives it, and 10% will be retained by Recompose. This will also be true of any future payments made under this agreement. The Trustee of this account is the The Recompose Prearrangement Funeral Services Trust, which may be contacted at 1624 Seventh Avenue West; Seattle, WA 98119, or trustee@recompose.life. The Trust will make investments that comply with Washington state law and any other applicable law for funerary trusts

4. “90% + accruals” refund: So long as your portion of the trust has not been made irrevocable under paragraph 15, you have the right to terminate this agreement at any time, and 90% of the money you have paid, plus any net accruals to your money in the intervening time, will be returned to you within 30 days.

5. The Board: The Washington State Funeral and Cemetery Board regulates funeral services and funeral trusts for Washington. The Board can be contacted at: Funeral and Cemetery Board, Department of Licensing, PO Box 9012, Olympia, WA 98507-9012.



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6. Termination or Amendment Process: To terminate this agreement, or to request amendment to make the trust irrevocable, change the payment plan, or otherwise, send an email requesting such termination/amendment to precompose@recompose.life, and we will send you a form via our signing platform within two business days that will complete your termination/amendment. For purposes of the 30-day rule described in paragraph 1, your termination will be considered to have occurred on the date of your original email, not the finalizing paperwork, but you will be required to finalize the paperwork before receiving the refund. If you prefer to send your termination request by regular mail, please send such notice by certified USPS mail to our current headquarters address per our website. For purposes of the 30-day rule described in paragraph 1, your termination will be considered to be complete as of the postmark date of the certified mail.

7. Default and Grace Period: The Purchaser agrees to provide a form of payment to Recompose to make the payments intended by this agreement. If the form of payment fails, Recompose, or its vendor, will notify the Purchaser within a reasonable time period of such failure, not to exceed 7 days. If the Purchaser fails to resolve this issue within 90 days of the original failed payment by either A. completing and resuming payments under the current plan; OR B. amending this agreement to a new, then-available payment plan and resuming payments under the amended agreement; then Recompose may, at its option, terminate this agreement by providing Purchaser with 30 days' written notice by either email or US mail. Upon completion of such termination, Recompose will refund 90% of the amount paid by Purchaser to the Purchaser by mailing such refund to their last known address within the following 30 days.

8. Change of Address: Purchaser agrees to notify Recompose within 30 days of a change of address and provide their new address.

9. Consultation at Time of Death: At the time of your death, Recompose reserves the right to consult with the individuals who have a legal right to control the final disposition of your body under RCW 68.50.160. If Recompose makes decisions about disposition based on such consultation, you agree that Recompose may not be held liable for such decisions if they are reasonable and made in good faith and according to the law. If you wish to complete a Disposition Authorization Form to make your choice of what is done with your body enforceable, let us know and we will help you.



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10. Transfer of Funds to Another Funeral Home: In lieu of any refund pursuant to this agreement, the Purchaser/Beneficiary may choose to have such money transferred to another funeral establishment licensed under Washington law which will agree to provide services and/or merchandise acceptable to the Purchaser/Beneficiary under this agreement with such funds.

11. Legality/Impossibility: This agreement shall be construed under the provisions of the laws of the State of Washington. Any conflict between the terms of this agreement and any applicable law or rule shall be construed in accordance with such law or rule. If an applicable law or rule makes performance of this agreement impossible, or if circumstances are such that the services cannot otherwise be provided – including but not limited to Recompose going out of business or losing its license as a funeral establishment or the registration of its funeral trust – Purchaser will receive a refund of their money that was placed into trust, plus any net accruals on that money. If Recompose is not going bankrupt or otherwise out of business, and should circumstances and the law reasonably permit, Recompose shall also refund the 10% of the money paid that was retained by Recompose.

12. Not Insurance: This is not an insurance contract or an insurance plan.

13. Miscellaneous: this agreement shall be binding upon the successors, assigns, and legal representatives of the parties. This agreement, and the trust established within it, represent the entire agreement between the parties. Any amendment to this agreement must be in writing and signed by both parties. The waiver by either party of a given breach of this agreement will not be construed as a waiver of any other breach.

14. Email Opt-In/Opt-Out: Given your purchase, we will subscribe you to our regular updates newsletter for Recompose, and to our specific newsletter for Precompose purchasers. These each produce about one email per month. Every such newsletter for us will have an "unsubscribe" button at the bottom, where you can unsubscribe from the list at any time in the future. We will honor unsubscribing requests within 10 days or less in compliance with federal law.



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15. Revocable by default, irrevocable at your option: By default, your portion of the trust, into which 90% of your payments is deposited, is revocable at any time, which means you can terminate this contract and receive the money in trust for you at any point before your death. However, at any time, you can alternatively choose to make your portion of the trust "irrevocable," which means you can no longer receive that portion of your money back. If you make this trust irrevocable, the money placed in trust under this agreement must be held there until your death.

If you wish to make this trust irrevocable now, follow the instructions immediately below. Note that, if later, you become eligible, or seek to become eligible, for public assistance under RCW Title 74, you can then request to make your portion of the trust irrevocable by contacting us at precompose@recompose.life, and we will send you a document to amend the revocability of your agreement at that future time.

Instructions for Irrevocable Trust

If you are a recipient of public assistance as defined in RCW 74.04.005, or reasonably anticipate being so defined, you may choose to make this contract irrevocable **now** under RCW 18.39.250(11). If you wish to do so, type "YES" in the box below (capitalization does not matter, you can also type "yes" or "Yes.")

Note that you can **always** make the trust irrevocable later if you need to. On the other hand, **if you choose to make the trust irrevocable, you cannot change that decision later.**

Confirmation of Irrevocable Trust

Do you want to make this trust IRREVOCABLE? Make sure you understand this fully.

(Type "YES" (capitalization does not matter) if you do NOT want to be able to terminate the trust. This decision is not reversible. Anything other than "YES" (capitalization not required) will be assumed to be "no.")

You did NOT type "YES" into the box, which means anything deposited on your part into the trust is refundable, if you terminate this agreement.

Confirmation of Terms and Conditions

You were asked: "I have read the Terms & Conditions."

Your reply was: "Read, and ready to sign."