



TRANSPORT GUARANTEE SERVICE AGREEMENT

Sepio LLC (referred to as “we,” “us,” or “our”) is pleased to enter into this Sepio Guard™ Transport Guarantee Service Agreement with you.

1. The Service we Provide. We agree to provide transport services for your body if you die anywhere in the world that is more than 75 miles away from your residence at the time of your death or if you die in another country which is not your country of residence. The term “residence” in this agreement means your residence address in the United States where you have resided continuously for at least six months from the date of this agreement forward.

2. What We do Upon Learning of Your Death. Upon being notified of your death, we will transport your body to the funeral home or other destination directed by your appointed representative that is within 75 miles of your current residence at the time of your death, or any prior residence as defined in the prior paragraph. In addition to this, at no additional charge to you, the transport services you purchased in this agreement include any of the following that may be needed to transport your body: 1) obtaining a death certificate from the government authority where you died, 2) transporting your body from the location of your death to a suitable storage or crematory facility, 3) providing a container for shipment of your body to the destination specified, 4) obtaining necessary permits to transport your body, and 5) coordinating the embalming or cremation of your body as directed by your appointed representative if necessary for lawful transportation.

3. Who We Take Instructions From. Upon your death, we will coordinate the transport services with your appointed representative. You may change your appointed representative anytime by providing written notice to us. You agree that we are also authorized to coordinate with your trustee, executor or personal representative identified in your estate planning documents. If there is a dispute between your appointed representative and the trustee, executor or personal representative identified in your estate planning documents, we will coordinate with your trustee, executor or personal representative identified in your estate planning documents.

4. Contacting us to Claim the Transport Services. If at the time of your death you are more than 75 miles from your then current residence, your appointed representative may contact us by phone at 1-949-652-6424 or by email at support@sepioguard.com to arrange for the transport services.

5. What is Not Covered by Our Services. We do not provide any reimbursement for expenses incurred to transport your body if we are not contacted first. For example, if your funeral

home, your appointed representative, or any other person arranges for transportation of your body without your appointed representative or funeral home contacting us, we will not reimburse for any costs associated with any such transport services and we will not refund the fee you paid to us. Consequently, you should make sure that your appointed representative is instructed to contact us if our transport services are needed so that we can arrange for the transport services. We have no duty to provide the transport services to you if your body is being held for ransom or requires bribes or other unlawful actions to release it. We also have no duty to provide the transport services if it would require us or our service providers to enter into a conflict zone or to undertake unreasonable safety risks.

6. Things you Agree To. You agree to these things (in addition to your other obligations in this agreement) for us to be obligated to provide the transport services.

A. You agree that you or your appointed representative will provide us information we consider sufficient to confirm your residence address if we request it.

B. You agree that our obligation to provide the transport services only arises if you die more than 75 miles from your then current residence, and that if you die 75 miles or less from your then current residence, we will not provide transport services and we will not refund the fee you paid.

C. You agree to have your appointed representative contact us upon your death for us to arrange for our applicable transport services.

D. You agree that you may not assign this agreement to any other person or family member.

E. You agree that this agreement is binding upon your successors, heirs, trustees, executors, personal representatives, and assigns.

F. You agree that we may have third parties arrange for or provide the transport services to you under this agreement and that we or they will choose the methods and timing of the transport services, and we or they also reserve the right to select a funeral home where your body is located at the time of death to help facilitate the transport services.

G. If you enter into this agreement while you are more than 75 miles from your residence, you agree that it will only become effective after you have returned to your residence.

H. You certify that the information you or your appointed representative provide to us is true.



7. Your Right to Terminate this Agreement. Provided you are living, you may terminate this agreement and get a full refund at any time within 30 days of the date you entered into this agreement. However, the Resolution of Disputes and Arbitration terms below will continue to apply following termination.

8. Changing your Address. You agree to keep us informed of your current residence address. To validly change your address, you agree to email us at support@sepioguard.com or call us at 877-625-2726 in order to request an address change form. The changes you send to us will become effective once we confirm and accept the change.

9. Resolution of Disputes and Arbitration. Any disputes between us that arise from or are related to the transport services or this agreement will only be settled or pursued through binding arbitration rather than in court. However, you may pursue claims in small claims court to the extent your claims qualify. By agreeing to arbitrate, you and we agree that disputes between you and us will not be decided by a jury and that you and we may not have the right to have a court review the arbitration award or to appeal it. The arbitration shall be conducted by the American Arbitration Association (“AAA”) under the AAA rules, including the AAA’s Supplementary Procedures for Consumer-Related Disputes. You may obtain copies of the AAA’s rules and instructions on how to commence a claim at www.adr.org or by calling (800) 778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA’s rules. If such fees you are required to pay would exceed the fees and costs you would incur in a court proceeding, we will reimburse you for such fees to the extent they exceed the amounts you would be required to pay in court, unless the arbitrator determines your claims are frivolous. If we prevail in the arbitration, we will not request attorneys’ fees and costs from you in the arbitration unless the arbitrator determines that your claims are frivolous or unless they are otherwise allowed by applicable law. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the United States in the state where you live or at another mutually agreed location. The arbitration shall be conducted in English and the arbitrator shall follow the terms of this agreement as a court would. The arbitrator may award any relief that a court of competent jurisdiction could award, including injunctive relief and reasonable attorneys’ fees when authorized by law. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact. An award of arbitration may be confirmed in any court of competent jurisdiction. In the event any party commences litigation in any state or federal court, or in any other court or location, the other party shall be entitled to payment of attorney’s

fees and costs in seeking to compel arbitration and such fees and costs shall be awarded by the court compelling arbitration. In any order compelling arbitration, the court shall include an award of attorney’s fees and litigation costs and expenses against the party commencing litigation and such award may be entered as a judgment and immediately enforced. You and we each agree that all dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration you and we each waive any right to a jury trial.

10. Installment Payment Plan. If you are paying the fees for this agreement under a payment plan you agree to pay the first installment on entering this agreement and the required monthly payments thereafter. If you die while you are making payments, but you are otherwise current in your payments, we will provide the transport services if applicable to you and you will not have to make any further payments under the payment plan. If you do not make your payments under the payment plan within 15 days of the payment due date, then our obligation to provide the transport services to you ends and we will not make any refunds to you of amounts paid.

11. Other Important Terms. This agreement contains the entire agreement between you and us and it supersedes all prior representations and agreements between us. You agree that no representations or warranties have been made to you except as specifically set forth in this agreement. Any changes to the terms of this agreement may only be made in writing signed by both you and us. If any part of this agreement is determined by a court or arbitrator to be unenforceable, the rest of the agreement remains in effect and valid. No failure by us in exercising any right under this agreement will operate as a waiver of the right or preclude any other or future exercise of that or any other right under this agreement. A portion of the fees you pay under this Agreement will be put into a trust managed by a third party. Funds will be disbursed from the trust to pay for the services we provide. In the event that this agreement is being provided to you through your funeral home or cemetery, please note that Sepio is an independent company not affiliated with your funeral home or cemetery, and we may provide your funeral home or cemetery a commission in connection with this agreement.