

Account Number: \_\_\_\_\_

THIS SPECIMEN STORAGE AGREEMENT ("Agreement") is made and entered into by and between CALIFORNIA CRYOBANK, LLC ("Cryobank") and JEFFREY EPSTEIN ("Client"); the Client and Cryobank, being collectively referred to as the "Parties" and individually as a "Party".

Client intends to store at Cryobank semen specimens and/or testicular samples, whether from or produced by Client or another individual (in any case, herein referred to as "Specimens" and such Specimens stored by Client at Cryobank, whether from or produced by Client or another individual, are referred to herein as "Client Specimens"). Client shall have the right to terminate this storage Agreement at any time upon notice as hereinafter described. The disposition of Specimens will be determined per the Client's instructions or the instructions of such Client's Legal Representative (as hereafter defined) in the event of Client's death or disability. Client desires to store Specimens with Cryobank for subsequent implantation into a recipient ("Recipient") for the purpose of achieving pregnancy. This may include processing and freezing (collectively, "Freezing") prior to storage.

### **1. SPECIMEN STORAGE**

Client hereby requests that Cryobank provide storage for Client's Specimens. Client acknowledges and agrees that Client's sole remedy against Cryobank for any loss, damage or destruction of Specimens during collection, processing, freezing, testing, post-thaw, shipment or storage shall be the right to damages described in, and as limited by, Section 6.2 (Liquidated Damages) and Section 6.3 (Limitation on Damages) below.

Notwithstanding any other provision of this Agreement, Cryobank reserves the right to terminate this Agreement upon three (3) days prior written notice to Client in the event that Cryobank determines, in its sole and absolute discretion that the Client's Specimens are inappropriate for storage for any reason, including, without limitation, due to the risk of transmitting disease. Upon termination of this Agreement pursuant to this Section, Cryobank shall refund all storage fees paid in advance by Client *pro-rated* for the portion of any Pre-paid Storage Period (as defined below) remaining if applicable less any fees for laboratory processing or testing for services performed by, or on behalf of, Cryobank. Client may choose to have Cryobank discard the Specimens or have Cryobank transfer the Specimens to another semen storage facility.

### **2. TERM**

This Agreement shall commence beginning on the date of initial specimen collection and Freezing at Cryobank, or on the date that Client Specimens are received at Cryobank, and shall continue in effect continuously until terminated pursuant to Section 1 (Specimen Storage) above or Section 3 (Service and Storage Fees) or Section 5 (Termination) below.

### **3. SERVICE AND STORAGE FEES**

Client shall pay in advance all fees for laboratory services as described in Section 1 (Specimen Storage).

In addition to the foregoing fees for laboratory services, until this Agreement is terminated pursuant to Section 1 (Specimen Storage) above or Section 5 (Termination) below or this Section 3, Client will be billed **monthly in advance**, in accordance with the Automatic Payment Authorization attached hereto as Schedule 3, for monthly storage hereunder **at the rate for monthly storage in effect at the beginning of such month as is generally being charged by Cryobank to its customers who are not on a prepaid storage plan (the "Monthly Storage Fee")**, provided however, Client will have the option at any time to receive a discount from the standard monthly storage fee rate by pre-paying in advance for a longer storage period, as may be designated by Cryobank (any such pre-paid storage period (in excess of one month) for which Client has pre-paid is referred to herein as the "Pre-paid Storage Period"). Following the end of any Pre-paid Storage Period, Client will be billed a Monthly Storage Fee for storage monthly in advance at the monthly rate being charged generally by Cryobank to its customers (as that rate may change from time to time), unless Client, prior to the expiration of the Pre-Paid Storage Period, elects to pre-pay for an additional storage period in excess of one month at the rates for such Pre-paid Storage Period then being charged by Cryobank to its customers.

Cryobank will send Client written notice of any change in the Monthly Storage Fee in accordance with the foregoing provisions of this Section 3 (Service and Storage Fees) via regular mail and email approximately thirty (30) days in advance any such change.

In the event that Client fails to keep Client's account current, Client agrees he/she is responsible for all past due balances, as well as applicable fees, costs, and costs of collection on such outstanding balance which amounts may be charged to Client's credit card.

Overdue accounts may, in the discretion of Cryobank, be sent to a collection agency. If any service or storage fees are beyond six (6) months past due, Cryobank may terminate this Agreement upon ten (10) days prior written notice.