

## PostWorks New York Standard Terms and Conditions

### ALL SERVICES ARE ACCEPTED SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **TERMS AND CONDITIONS:** PostWorks New York and the Customer have entered into a service and pricing arrangement (the "Agreement") to which these Terms and Conditions apply, which sets forth the parties' mutual understanding and acceptance of all services to be performed by PostWorks New York and the prices to be paid by the Customer for such services. Any verbal or written quotations discussed or submitted by PostWorks New York to the Customer in the past are superseded by the Agreement, including these Terms and Conditions.
2. **ELEMENTS:** The term "Elements" shall mean all audio and visual materials, data and metadata, as well as any equivalent tangible embodiment or medium now known or hereafter devised, containing materials or an equivalent nature to the foregoing including, without limitation, all film materials (negatives, positives, originals, intermediates, reversals, cuts and trims, prints, separations, soundtrack optical negative, sprocket magnetic film), all videotapes, all audiotapes, subtitled materials, artwork, disks or tapes whether master tapes or duplicates, and all other recorded media, DVDs, electronic hard drives, compression materials, solid state computer chips containing audio or visual content, computer data storage media, including discs or tapes, in all cases whether delivered by the Customer or produced by PostWorks New York there from.
3. **PAYMENT:**
  - a. **Standard Terms:** All work is accepted on a COD basis, unless special Terms for payment or credit have been established in a writing signed by both parties and the Customer is current and within its credit limits. If the Customer applies for credit with PostWorks New York, the Customer authorizes PostWorks New York to verify the information stated by the Customer on the credit application and to obtain any other information PostWorks New York may require. References are hereby authorized and directed to release such information to PostWorks New York. Bills rendered by PostWorks New York are due net thirty (30) days from the date of invoice. All payments must be in U.S. currency. All invoices not paid within the agreed upon Terms will be subject to a late charge of 1.5% per month (18% per annum) on the unpaid balance, provided, however, that the Customer shall not be required to pay a late charge in excess of the maximum charge allowed by law.
  - b. **Fixed Bid Terms:** In the event that PostWorks New York agrees to provide services under the Agreement on a fixed bid basis, the compensation due PostWorks New York, unless otherwise specified in the Agreement, shall be payable as follows: (a) upon execution of the Agreement, including these Terms and Conditions, the Customer shall provide PostWorks New York a purchase order for the full amount of the Agreement and pay PostWorks New York a deposit of 1/2 the total Agreement amount as advance of any monies payable hereunder for PostWorks New York services; (b) a progress payment of 1/4 shall be made when PostWorks New York informs the Customer in writing that one-half of the services have been performed; and (c) a final payment of 1/4, plus any overages, shall be due when the completed products are ready to be received by the Customer. All deliverables (as defined in the Agreement) will be billed separately and invoiced at the time when those deliverables are ready for delivery.
  - c. **Third Party Payment:** PostWorks New York shall have no obligation to accept work submitted by the Customer to be billed to a third party. If PostWorks New York accepts such work; the Customer and the third party are jointly and severally liable for payment to PostWorks New York.
  - d. **Shipping:** All prices are FOB the place of business where the services are furnished. A handling charge may be added to all prepaid shipments.
  - e. **Taxes:** Any and all applicable local, state, federal or other governmental charges for sales, manufacturing, personal property, and like taxes or duties shall be added to the billed charges. The Customer will pay or reimburse PostWorks New York for taxes or duties (including interest and penalties) levied against PostWorks New York or that PostWorks New York pays pursuant to any present or future law by reason of the Customer's use of PostWorks New York' premises, facilities, or services including, without limitation, sales, use and other like taxes and duties.
  - f. **Overtime:** The Customer acknowledges that the rates in PostWorks New York' price list or in the Agreement are based on use and operation of PostWorks New York' facilities, equipment, and employment of personnel during normal working hours, and are subject to increase, on notice to Customer, for work performed on Saturdays, Sundays, holidays or otherwise outside normal working hours. Overtime charges shall be billable to the Customer at the rates contained in the current PostWorks New York rate card.
  - g. **Cancellation Fees:** In the event that the Customer cancels services ordered, the following charges will apply: (a) if the Customer cancels any services less than seventy two (72) hours but more than twenty four (24) hours before the services are scheduled to begin, the Customer will be charged fifty percent (50%) of the agreed upon price for those services; and (b) if the Customer cancels any services less than twenty four (24) hours before the services are scheduled to begin, the Customer will be charged one hundred percent (100%) of the agreed price for those services.
  - h. **Price Changes:** In the event that the price of film, video or audio stock, laboratory fees or third-party materials being used by PostWorks New York, direct costs of manufacturing, or the cost of labor (which shall include fringe benefits) to PostWorks New York are increased above those in effect on the date of this Agreement, then the prices to be paid by the Customer may be increased to reflect such changed prices to the extent that they are not already included on the current PostWorks New York rate card. PostWorks New York shall give prompt notice to the Customer of any cost increase, but any delay in notice shall not affect the effective date of the price increase.
  - i. **Collection Fees:** The Customer agrees to pay all costs and expenses (including but not limited to attorneys' fees, collection agency costs and court costs) incurred by PostWorks New York in connection with the enforcement of PostWorks New York' rights hereunder. Any claim for adjustment in connection with an invoice must be presented to PostWorks New York in writing within thirty (30) days from the date of the invoice in question. The Customer hereby waives any claim for adjustment in billing that is not presented to PostWorks New York in a timely fashion according to the provisions for this section.
4. **ADDITIONAL SERVICES:** If the Customer requests additional services or changes to the services in the Agreement, PostWorks New York shall advise the Customer whether PostWorks New York will be able to provide these additional services or changes in the time and in the manner desired. However, PostWorks New York shall not be obligated to allocate time or provide additional services that are beyond the scope of the services contemplated in the original Agreement, provided, however, that PostWorks New York shall use reasonable good faith efforts to make itself available for any requested change or addition that is that is technically able to provide. If the Customer and PostWorks New York agree upon a supplement to the Agreement reflective of the additional services, the Customer shall provide PostWorks New York a revised or additional purchase order for the supplemental services. In all other respects, these Terms and Conditions shall govern the additional services.
5. **TRANSPORTATION:** After receipt of written instructions from the Customer, PostWorks New York shall use reasonable efforts to transport the Elements to the destination requested, all at Customer's expense and risk. In the absence of written instructions identifying the carrier or means of shipment, PostWorks New York shall have the right to make all shipments of Elements via carrier or other methods of transportation as it sees fit, and any scheduled times for pick-ups and deliveries shall be estimates only. Unless requested by the Customer in writing, PostWorks New York will not insure shipments through the carrier selected. The Customer acknowledges that PostWorks New York is not a common carrier.
6. **OWNERSHIP OF ELEMENTS:**
  - a. **Customer Warranty:** The Customer warrants and represents that it is the sole owner or duly authorized representative of all owners of the Elements delivered to PostWorks New York and all intellectual property contained in or represented by the Elements.
  - b. **Authority:** The Customer further warrants and represents that it has the legal right and authority to enter into the Agreement and to engage PostWorks New York to perform all work under the Agreement, and that all facts stated in any document comprising the Agreement are true and complete.
  - c. **Transfer:** As long as the Customer is indebted to PostWorks New York, the Customer agrees not to sell, assign, pledge, loan or otherwise encumber or purport to transfer all or any interest or proprietary rights in any of the Elements or any right therein without prior written notice from PostWorks New York. PostWorks New York shall retain ownership of all digital Elements, intermediate Elements, video, audio and computer tapes, film separations, and the like used to generate the deliverable product for the Customer, except that title to the deliverable products shall pass to the Customer upon payment in full.
  - d. **Indemnity:** The Customer will defend, indemnify and hold harmless PostWorks New York, its officers, directors, members, employees, subcontractors, agents and affiliates from any and all liability arising out of or in connection with the publication, processing, use, distribution, contents or exhibition of Elements delivered to PostWorks New York, including without limitation any alleged liability for libel, slander, defamation, invasion of privacy or infringement of patent, copyright, trademark or other proprietary rights.
  - e. **Claim:** PostWorks New York shall have no obligation to investigate the validity of any claim adverse to the Customer or PostWorks New York by any third party with regard to ownership, right to possession or control of the contents of the Elements or any other matter. The Customer shall indemnify, defend and hold PostWorks New York harmless from any and all actual or potential PostWorks New York liability that may result from action taken by the Customer as a result of any such claim.
  - f. **Response:** Within forty eight (48) hours after PostWorks New York provides notice of a claim to the Customer, the Customer shall notify PostWorks New York in writing of the response the Customer proposes. Thereafter, PostWorks New York at its sole discretion shall have the option to take any reasonable action it deems appropriate to protect its interests, including but not limited to, releasing or otherwise dealing with any and all of the Elements as requested in the claim, rejecting the claim in whole or in part, restricting access to the Elements or interpleading the Elements. Customer shall indemnify, defend and hold harmless PostWorks New York from all actual or potential liability arising out of or in connection with any such action.
7. **RIGHT TO REFUSE PERFORMANCE:**
  - a. **Generally:** Without liability to PostWorks New York, PostWorks New York has the right to refuse to provide services with respect to any Element that PostWorks New York, in its sole discretion deems to (i) be unlawful, pornographic or degrading; (ii) tends to incite prejudice or passion; (iii) or have the possibility of subjecting PostWorks New York, its officers, directors, members, employees, agents or affiliates to criminal or civil process or liability of whatever nature. If PostWorks New York determines that any such risk exists; PostWorks New York shall have the right to stop further work, entirely or in part, and retain possession of Elements until the Customer has paid in full for work performed.
  - b. **Imperfect or Old Elements:** PostWorks New York in its sole discretion may refuse to accept old or shrunken Elements or Elements showing any imperfection or having an unusual photographic or other physical condition. In the event that such Elements are accepted for services of any kind, PostWorks New York shall not be responsible for quality problems resulting from such Element Conditions or any resulting additional time requirements. The Customer will promptly pay any additional charge for additional processing time or additional materials used, whether or not a satisfactory Element is ultimately produced by PostWorks New York.
8. **STORAGE AND DISPOSITION OF ELEMENTS:**
  - a. **Vault:** At Customer's written request and sole risk, PostWorks New York will store Elements free of charge during the time services are rendered and for an additional sixty (60) days after the completion of services contemplated in the Agreement. The Customer shall have the sole responsibility to ensure that the Elements are vaulted under the proper customer name. If any Elements are vaulted in the name of a third party, PostWorks New York may release the Elements to the third party or a representative thereof without notice to the Customer or liability. PostWorks New York reserves the right to request from the Customer a signed written authorization for the release of any and all vaulted Elements. PostWorks New York, unless instructed otherwise in writing by the Customer, shall be entitled to pack or repack or otherwise rearrange any or all of the Elements while these are in PostWorks New York' custody.
  - b. **Removal:** Sixty (60) days after the completion of the services contemplated in the Agreement and provided that PostWorks New York has been paid in full for all of its charges, Elements must be picked up by the Customer or PostWorks New York may move such Elements to a satellite location for temporary storage until further required, at the Customer's expense.

- c. **Storage:** Any Elements remaining under PostWorks New York' control more than sixty (60) days after the completion of services shall be subject to a reasonable storage charge of \$2.00 per Element or such other rate as PostWorks New York then charges for storage. PostWorks New York reserves the right to store such Elements at any place or places it deems appropriate, still at the Customer's risk and expense. At any time, PostWorks New York may require the Customer to retake possession of any or all of Customer's Elements.
- d. **Disposition:** Six (6) months after completion of services and after written notice is sent to the Customer's last known address as it appears in PostWorks New York' records, the Customer shall, at Customer's sole expense, remove all Elements in storage. If the Customer fails to do so, PostWorks New York retains the right to destroy, reuse or make any disposition of the any Elements. The Customer will defend, indemnify and hold harmless PostWorks New York, its officers, directors, members, employees, subcontractors, agents and affiliates from all liability arising out of or in connection with PostWorks New York' destruction or disposition of Elements as provided in this section. PostWorks New York will attempt to notify the Customer and provide a reasonable period, not in excess of one week, to cure any breach of this Paragraph 8 before exercising its rights to destroy, reuse or otherwise dispose of such Elements.
- 9. REMEDIES AND LIENS:**
- Security Interest:** In addition to any other lien, right or remedy available to PostWorks New York under the Agreement, these Terms and Conditions or applicable law, the Customer hereby grants, assigns and transfers to PostWorks New York a security interest in and lien on any and all Elements in PostWorks New York' possession or control, including all Elements made by PostWorks New York, as security for the payment of any and all services and materials furnished to the Customer by PostWorks New York. This security interest is subject to all preexisting security interests and rights, but shall take precedence over all subsequent interests or rights. If the Elements are voluntarily restored or delivered to the Customer or some third person prior to payment to PostWorks New York for its materials and services, PostWorks New York' lien and security interest shall not be extinguished but shall survive, and upon request by PostWorks New York, the Customer shall execute such documents, including a UCC-1 Financing Statement, as may be required to protect and perfect such security interest.
- b. **Cumulative Rights:** ALL LIENS, RIGHTS AND REMEDIES OF PostWorks New York SHALL BE DEEMED CUMULATIVE AND NOT EXCLUSIVE OF ONE ANOTHER. THE EXERCISE BY PostWorks New York OF ANY RIGHT OR REMEDY SHALL NOT PRECLUDE ASSERTION OF OTHER RIGHTS. PAYMENT TO PostWorks New York AS A RESULT OF ANY PUBLIC OR PRIVATE SALE SHALL NOT ELIMINATE THE CUSTOMER'S OBLIGATION TO PAY WHATSOEVER DEFICIENCY MAY BE DUE AFTER THE PROCEEDS ARE APPLIED TO PAYMENT OF THE INDEBTEDNESS, INCLUDING, WITHOUT LIMITATION, ALL LEGAL AND OTHER COSTS, EXPENSES AND CHARGES INCURRED IN THE COLLECTION, SALE, DELIVERY OR PRESERVATION OF THE ELEMENTS.
- c. **Title:** The Customer agrees that if PostWorks New York shall enforce its rights under the law, it or any other party acquiring any right, title or interest in or to any Elements at public or private sale, shall have and is hereby granted, all right, title, and interest to the Customer, including, without limitation, and to the extent available given preexisting liens or rights, the unrestricted license to distribute, exhibit and otherwise exploit such Elements by all media for its own account. PostWorks New York will notify the Customer and provide a reasonable period, not in excess of one week, to cure any breach before exercising its rights to sell, distribute, exhibit or otherwise exploit such Elements.
- 10. PUBLICITY:** In connection with its publicity or promotional activities, PostWorks New York may use the name of the Customer and the name of the Customer's project after PostWorks New York has been engaged to perform services. In addition, PostWorks New York may use a single image or a sequence of less than thirty (30) seconds in duration from the Customer's project, with or without superimposing PostWorks New York' trade names or logos, at any time at least one week after initial release of the Customer's project.
- 11. CREDITS:** The Customer will exhibit or obtain all necessary right to have the exhibitor exhibit in the end credits of each project the appropriate PostWorks New York logo as provided by PostWorks New York. PostWorks New York shall supply to the Customer the specific nature of the credit PostWorks New York is to receive and any necessary artwork.
- 12. SYNCHRONIZATION:** The Customer must supply source Elements with standard leaders bearing clear proper synchronization marks. Any error in synchronization shall be the responsibility of the Customer and PostWorks New York shall bear no liability. The Customer will defend, indemnify and hold harmless PostWorks New York its officers, directors, members, employees, subcontractors, agents and affiliates from any liability arising out of or in connection with any error in synchronization.
- 13. LIMITATION ON LIABILITY:**
- a. **Acknowledgement:** PostWorks New York undertakes to render its services in a good and workmanlike manner, but the Customer acknowledges that PostWorks New York' services involve creativity and the use of unique and complex systems and procedures, and PostWorks New York prices are based on the assessment of the value of its goods and services and not on the value of the Elements or the content thereof.
- b. **Damage or Loss:** The Customer's Elements are received, processed, and stored by PostWorks New York solely at the Customer's risk and PostWorks New York shall not be responsible for loss, damage or destruction of such Elements even if due to the simple or gross negligence of PostWorks New York or its employees. **IN THE EVENT THAT THE ELEMENTS OF THE CUSTOMER DELIVERED TO OR DEPOSITED WITH PostWorks New York ARE LOST, DESTROYED OR DAMAGED BY REASON OF ANY ACT OR OMISSION OF PostWorks New York, ITS OFFICER, DIRECTORS, MEMBERS, EMPLOYEES, SUBCONTRACTORS, AGENTS OR AFFILIATES, PostWorks New York' LIABILITY SHALL BE LIMITED TO THE REPLACEMENT OF THE LOST OR DESTROYED ELEMENTS WITH FRESH TAPE, UNEXPOSED FILM STOCK OR OTHER RAW MEDIA, AS APPROPRIATE.**
- c. **Delay in Delivery:** Orders will be filled as rapidly as practicable taking into consideration the order of delivery to PostWorks New York of Elements by the Customer, Elements by all other customers, PostWorks New York' obligations to other customers, and PostWorks New York' equipment and plant capacity. Delivery dates and/or shipping dates are approximate, based on the dates of delivery to PostWorks New York as specified in the Agreement, and may be subject to delays. PostWorks New York shall not be liable to the Customer or any third party for any loss or damage (incidental or consequential) directly or indirectly arising from PostWorks New York' delay in delivery or shipping, nor for any failure to give notice of delay; such delay shall not constitute grounds for cancellation by the Customer. PostWorks New York will also not be responsible for any damages or loss caused by any failure to deliver Elements to PostWorks New York on a timely basis.
- d. **Defects in Delivery:** If an Element produced by PostWorks New York is erroneously labeled or shipped or if nonconforming services or materials are furnished by PostWorks New York, PostWorks New York' liability shall be limited to the correction of the errors in shipment or labeling or the providing of conforming services or materials at PostWorks New York' expense; provided that the defective Element is returned and written notice of such imperfection or error is given PostWorks New York within twenty one (21) days after shipment. PostWorks New York shall not be responsible for any discrepancy whatsoever that might result from or be caused by any deficiency in the condition or quality of the Customer's Elements.
- 14. INSURANCE:** The Customer will insure fully, at its own expense, Elements delivered to or deposited with PostWorks New York against all insurable risks including damage or loss or destruction of such Elements by PostWorks New York, its officers, directors, members, employees, subcontractors, agents and affiliates, or by the transportation of any Element to or from PostWorks New York. Such insurance shall insure against any and all losses (including incidental and consequential losses). The Customer agrees that such insurance is available. The policy of insurance will name PostWorks New York as an additional insured, will provide fifteen (15) days advance notice before modification or cancellation, and will provide that the insurer waives all claims of subrogation against PostWorks New York and its officers, directors, members, employees, subcontractors, agents and affiliates. The Customer shall provide a certificate of insurance in conformity with these requirements upon PostWorks New York' request. **PostWorks New York SHALL IN NO EVENT BE LIABLE FOR ANY LOSS OR DAMAGE THAT WAS, OR COULD HAVE BEEN, COVERED BY INSURANCE.**
- 15. INDEMNITY:** The Customer waives and releases PostWorks New York, its officers, directors, members, employees, subcontractors, agents and affiliates from any and all liabilities, claims, demands, actions, causes of action, loss, costs, damage and expenses arising out of or based upon the use of PostWorks New York services or products (including but not limited to subrogation claims against PostWorks New York by the Customer's insurance carrier or others), or the present or future fitness, quality, condition, merchantability or performance of PostWorks New York services or products, or of the material or workmanship thereof, no matter how caused or occasioned, including but not limited to the simple or gross negligence of PostWorks New York, its directors, members, employees, subcontractors, agents and affiliates. The Customer will defend, indemnify and hold harmless PostWorks New York, its officers, directors, members, employees, subcontractors, agents or affiliates from and against any and all liabilities, claims, demands, actions, causes of action, loss, costs, damage and expenses brought or made against or suffered or incurred by them or any of them arising out of or based upon the present or future fitness, quality, condition, merchantability or performance of the services or products provided under the Agreement.
- 16. WARRANTIES:** The Customer agrees that PostWorks New York has not made and does not make any representation or warranty and has not assumed and does not assume any liability or responsibility as to the character or quality of the materials or services furnished by it or as to the results of any of its undertakings. **EXCEPT AS EXPRESSLY STATED IN THESE TERMS AND CONDITIONS, PostWorks New York MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESCRIPTION, QUALITY, CHARACTER, OR OTHERWISE WITH RESPECT TO THE SERVICES OR PRODUCTS PROVIDED BY PostWorks New York.**
- 17. NO CONSEQUENTIAL DAMAGES:** IN NO EVENT SHALL PostWorks New York, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, FUNCTIONING OR USE OF ANY GOOD OR SERVICE HEREUNDER, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE), INDEMNITY OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.
- 18. CONFIDENTIAL INFORMATION:** Except as provided above in "PUBLICITY", neither party shall disclose or permit the disclosure of any term of the Agreement, these Terms and Conditions or of any other confidential and proprietary information relating to any other party hereto (collectively, "Confidential Information"); provided that such disclosure may be made (i) to any person who is a partner, officer, director, employee or affiliate of such party or counsel to or accountants of such party, provided, however, that such persons are notified of the party's confidentiality obligations hereunder, (ii) pursuant to a subpoena or order issued by a court, arbitrator or governmental body, agency or official, with prompt notification to the other party thereof and (iii) to enforce rights under the Agreement, including these Terms and Conditions.
- 19. ENTIRE CONTRACT, SEVERABILITY AND NON-WAIVER:** These Terms and Conditions apply to all PostWorks New York work performed, services rendered and material furnished for the account of the Customer until rescinded, terminated or modified by a subsequent written agreement signed by an officer of PostWorks New York. They, along with the Agreement, constitute all the Terms and Conditions relating to the services to be performed for the Customer that are the subject of the Agreement and all matters incidental to such services. These Terms and Conditions and the Agreement together supersede all prior written or oral agreements with respect to their subject matter, including all prior bid quotations or proposals. In the event of any inconsistency between the Agreement and these Terms and Conditions, the Terms of the Agreement shall apply. No modification or waiver hereof shall be valid unless in writing and signed by an officer of PostWorks New York. The invalidity or unenforceability of any one or more Terms or Conditions shall not affect the validity of enforceability of the remaining Terms and Conditions. The failure of PostWorks New York in any one or more instances to insist upon performance of any of these Terms or Conditions or to exercise any right or privilege given to PostWorks New York in these Terms and Conditions shall not be construed as a waiver of the breach of any other term, condition, right or privilege set forth in this Agreement, including these Terms and Conditions.
- 20. SUBCONTRACTING AND ASSIGNMENT:** PostWorks New York reserves the right, exercisable in its sole discretion, to subcontract all or any part of its obligations hereunder to any party it deems appropriate without either notice to or the consent of the Customer.
- 21. FORCE MAJEURE:** PostWorks New York shall not be liable for any loss, injury, or damage whatsoever, arising from PostWorks New York being delayed or hindered in or prevented from the performance of any of its obligations under this Agreement by reason of strikes, labor troubles, inability to procure materials or services, power failures, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, acts of God, acts of the Customer, or any other cause whatsoever beyond PostWorks New York' reasonable control.
- 22. CLAIMS:** The Customer shall notify PostWorks New York in writing of any claim or potential claim related to or arising out of the services provided under this Agreement within ninety (90) days after the earliest of shipment or the date the Customer knew or the date the Customer should have known of such claim. Any claim that the Customer fails to provide written notice of within this time shall be deemed to be waived, released and permanently barred.



- 23. **ARBITRATION; ATTORNEYS FEES:** The parties will arbitrate any and all disputes arising out of or relating to the Agreement, including these Terms and Conditions, or their performance there under before one neutral arbitrator in the County of New York City, New York pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator in this decision shall apportion the cost of arbitration. The prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses from the other party.
- 24. **GOVERNING LAW:** The Agreement, including these Terms and Conditions, shall be governed by, construed and enforced in accordance with the laws of the State of New York applicable to agreements made and entirely to be performed in New York by its citizens.
- 25. **SUCCESSORS AND ASSIGNS:** These Terms and Conditions shall apply to and bind the heirs, executors, administrators, successors and assigns of the Customer and shall inure to the benefit of PostWorks New York, its successors and assigns.
- 26. **NOTICES:** All notices and communications required or permitted hereunder to PostWorks New York shall be sent to the following address: PostWorks New York, 100 Avenue of the Americas 10<sup>th</sup> floor, New York, New York 10013 Attention: CEO and COO, unless PostWorks New York notifies the Customer otherwise in writing. All notices and communication to the Customer shall be sent to the Customer at any address shown as an address of the Customer in PostWorks New York records. Any notice or communications required and permitted hereunder shall be given in writing and shall be deemed to have been duly given 72 hours after deposit in the United States Mail, as certified mail, return receipt requested with postage pre-paid.
- 27. **SIGNATORIES:** The Customer represents and warrants that the representations made by the Customer in this Agreement are true and correct, and that the Customer has read the foregoing Terms and Conditions and agrees that all Elements submitted to PostWorks New York, and work performed and services rendered for the account of Customer, shall be governed by the Agreement and these Terms and Conditions.

\_\_\_\_\_  
Company Name (Customer)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone (O) Phone (M) Email

\_\_\_\_\_  
Date