

## Terms and Conditions

1. This Mailbox Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of and services related to a private mailbox ("Mailbox") at CBI Inc. ("CBI") under the terms set forth herein.
2. Customer agrees to not use the CBI premises for any unlawful, illegitimate, or fraudulent purpose, or for any purpose prohibited by U.S. postal regulations. Customer further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state, and local laws. Each individual or entity must complete a separate United States Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox.
3. This Agreement and Form 1583 shall remain confidential, except upon written request of any law enforcement or other governmental agency, or when legally mandated. Upon request, Customer agrees to complete all necessary documents, including Form 1583 and any required acknowledgment form relating to service of process. Customer further agrees to sign a revised version of this Agreement and Form 1583 whenever any information required on this Agreement or Form 1583 changes.
4. Customer agrees that upon cancellation or termination of this Agreement, Customer will not file a change of address order with the post office. Customer and CBI further agree that upon cancellation or termination of this Agreement, Customer authorizes CBI to accept and destroy any "Unsolicited Mail" (e.g., mail addressed to "occupant," "current resident," or similar designation; or coupons, advertising, or other promotional material) and any mail addressed to Customer that is delivered to CBI by the United States Postal Service for six (6) months; and may refuse any package addressed to Customer delivered by any party other than the

United States Postal Service, such as a commercial carrier service. However, at Customer's election, CBI will:

- A. Re-mail (i.e., forward) Customer's mail (except for Unsolicited Mail) for six (6) months upon Customer's payment in advance for postage, packaging material, and forwarding fees. Customer must pay a monthly forwarding fee of for month 1, and for months 2 through 6 in advance for the time period that mail is to be re-mailed. It is Customer's responsibility to make arrangements with CBI to identify any mail forwarding needs prior to the cancellation or termination of this Agreement; or
  - B. Store the mail or United States Postal Service packages (except for Unsolicited Mail) for up to six (6) months upon Customer's payment in advance of a storage fee of per month for the time period in which CBI holds the mail or packages, plus a service fee of for each time Customer visits CBI to pick up such items. It is Customer's responsibility to make arrangements with CBI to identify any mail storage needs prior to the cancellation or termination of this Agreement.
5. Six (6) months after the cancellation or termination of this Agreement, CBI may:
- A. Refuse any mail or package addressed to Customer and delivered to CBI.
  - B. Discard or destroy any of Customer's mail or packages remaining at CBI at such time.

6. Customer authorizes CBI to complete and file a Shipper's Export Declaration as "agent" on behalf of Customer as "principal party in interest" when necessary and to act on behalf of Customer as Customer's true and lawful agent for purposes of any and all remailing, including any re-mailing that requires the filing of a Shipper's Export Declaration by the Center (i.e., any export transaction), in accordance with the laws and regulations of the United States. Customer further agrees to provide CBI with true, accurate, and complete information regarding the contents of any mail or packages to be re-mailed by CBI, whether during the term of the Agreement or after termination or cancellation.
  
7. Customer agrees that CBI may terminate or cancel this Agreement for good cause at any time by providing Customer with written notice. Good cause shall include but is not limited to: 1) Customer abandons the Mailbox (no transactions after 12 months); 2) Customer uses the Mailbox for unlawful, illegitimate, or fraudulent purposes; 3) Customer fails to pay monies owed CBI when due; 4) Customer engages in offensive, abusive, or disruptive behavior toward other customers of CBI or CBI's employees; and 6) Customer violates any provision of this Agreement. Customer acknowledges that, for the purpose of determining good cause for termination of this Agreement as provided herein, the actions of any person authorized by Customer to use the Mailbox will be attributed to Customer.
  
8. As Customer's authorized agent for receipt of mail, CBI will accept all mail, including registered, insured, and certified items, and, if authorized on Form 1583, restricted mail (i.e., mail where the sender has paid a fee to direct delivery only to an individual addressee or addressee's authorized agent). Unless prior arrangements have been made, CBI shall only be obligated to accept mail or packages delivered by commercial carrier services, which require a signature from CBI as a condition of delivery. Customer must accept and sign for all mail and packages upon the request of CBI.

In the event Customer refuses to accept any mail or package, CBI may return the mail or package to the sender and Customer will be responsible for any postage or other fees associated with such return. C.O.D. items will be accepted ONLY if prior arrangements have been made and payment in advance is provided to CBI.

Customer hereby authorizes CBI to act as Customer's agent for service of process, and this authorization shall remain in effect for as long as this Agreement is in effect, or as long as required by NYS law, whichever is later.

CBI agrees to follow its standard procedures for the timely placement of mail received at CBI and addressed to Customer into Customer's Mailbox, and Customer hereby releases and agrees to protect, indemnify, defend, and hold harmless CBI from any and all liability that may arise at any time in connection with the CBI's actions or status as Customer's agent for service of process.

9. Customer agrees to protect, indemnify, defend, and hold harmless CBI and their respective owner(s) and employees from and against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs, and causes of action of every type and character arising out of or in connection with the use or possession of the Mailbox, including without limitation, any demands, claims, and causes of action for personal injury or property damage arising from such use or possession, from failure of the United States Postal Service or any commercial carrier service to deliver on time or otherwise deliver any items (mail, packages, etc.), from damage to or loss of any package or mail, or to the Mailbox contents by any cause whatsoever, from CBI's collection or remission of sales, use, or any other taxes, including, but not limited to, CBI's failure to refund any amounts that have been collected or remitted, from any penalties, fines, or other liabilities that arise out of, or in connection with, CBI's actions or status as Customer's agent with respect to export transactions, or CBI's completion and filing of any Shipper's Export Declaration on behalf of Customer, and from any violation by Customer of applicable federal, state, or local laws, or the laws of any foreign jurisdiction. In the event that CBI submits or processes any sales, use, or other

tax refund claim on behalf of Customer, Customer agrees to cooperate fully with CBI, including, but not limited to, providing any and all information and documentation necessary to process or submit such a claim.

10. Customer must use the exact mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1583. The United States Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."

11. Upon signing this Agreement, Customer shall provide two (2) forms of valid identification, one of which shall include a photograph. This Agreement may not be amended or modified, except in a writing signed by both parties.