

# GENERAL CONDITIONS OF THE STORAGE UNIT(S) OF MY OFFICE STOCK S.À.R.L.

(the "General Conditions")

# Article 1. Purpose of the general conditions and the rental agreement

- 1.1. For the duration of the Rental Agreement (as defined herein), My Office Stock S.à.r.l. ("MyStock") shall let, and the undersigned as the customer to the rental agreement (the "Customer") as separately entered into between MyStock and the Customer ("Rental Agreement"), shall benefit from the rental of space within the storage unit(s) (the "Storage Unit(s)") at MyStock's premises at the address of 209 Rue des Romains, 8041 Bertrange ("MyStock's premises") solely intended for the storage and/or archiving of the Customer's personal goods (the "Goods"). The Customer shall be solely responsible for the delivery, storage, archiving, maintenance, and safekeeping of their Goods at the Storage Unit(s), and MyStock shall at no point in time have knowledge of the Goods at such Storage Unit(s). In consideration of MyStock granting of use of the Storage Unit(s) to the Customer, the Customer undertakes to pay rent to MyStock in accordance with the Rental Agreement ("Rent") in advance and clear of any deductions punctually on the second day of each calendar month. The Customer agrees to use the Storage Unit(s) in accordance with the General Conditions.
- 1.2. MyStock shall not have any of the obligations of a custodian arising from the application of articles 1927 of the French Civil Code, and shall not be bound by any duty of custody, preservation, maintenance, surveillance and therefore restitution of the Goods. The Customer acknowledges that the Goods are stored under the Customer's sole and exclusive responsibility, at the Customer's risk and expense, it being further specified that the Customer remains the sole custodianship of the Goods in accordance with article 1384 of the Luxembourg Civil Code.
- 1.3. The Rental Agreement is concluded intuiti personae and may not be transferred. Likewise, the Customer may under no circumstances make the storage unit available in whole or in part to a third party, and in particular may not sublet it without the prior written consent of MyStock.
- 1.4. The General Conditions and/or the Rental Agreement shall not be construed or interpreted as a commercial lease, as the Customer shall not use any storage unit(s) for the purposes of any business or commercial operations. The surface area made available by MyStock to the Customer must be used exclusively for the storage and/or archiving of the Customer's personal goods, and the Customer undertakes in particular not to carry out any commercial, industrial, craft, or service in the Storage Unit(s) or on MyStock's premises. Accordingly, the Customer is prohibited from establishing, registering, or referencing its registered office or secondary establishment at the Storage Unit(s) and/or MyStock's premises and from displaying advertising hoardings, annotations or illuminated signs.
- 1.5. The Storage Unit(s) at MyStock's premises shall strictly not be used as a dwelling or residence, even on a temporary basis, and accordingly, the rules governing living quarters do not apply.

#### Article 2. Occupancy and use

2.1. MyStock grants the Customer the right to occupy and use the Storage Unit(s) in accordance with the General Conditions and the Rental Agreement, for the sole purpose of storing and/or archiving the Goods. The Customer may not use the Storage Unit(s) for any other purpose.

By signing the Rental Agreement, the Customer declares that it holds all rights (as owner or otherwise) to the Goods stored at the Storage Unit(s) and that it accepts all liability in respect of such Goods. The Customer warrants and undertakes to indemnify MyStock against any and all claims, costs, actions and/or remedies of



third parties arising out of or in connection with such Goods, including any dispute concerning the ownership or possession of the Goods.

- 2.2. The Customer shall maintain the Storage Unit(s) in good condition and use it in accordance with the General Conditions. The Storage Unit(s) must be kept closed and clean at all times. The Customer is responsible for cleaning and removing all dust and waste from the Storage Unit(s). The Customer is not authorized to abandon any waste or goods (or parts of goods) in or outside the Storage Unit(s). Failure to do so will result in the Customer bearing all costs and expenses incurred by MyStock for the cleaning and/or removal of the aforementioned items.
- 2.3. The Customer confirms that they are satisfied with the specifications and condition of the Storage Unit(s), and that the Storage Unit(s) satisfies the Customer's intended use of such Storage Unit(s). An inventory of fixtures will be drawn up prior to the Customer's arrival and after the Rental Agreement is terminated, and the Customer will be liable for any loss or damage caused to such fixtures during the duration of the Customer's use of the Storage Unit(s). The Customer expressly accepts the level of safety and security measures in place for such Storage Unit(s). MyStock accepts no liability and provides no guarantee in respect of occupancy or safety and security expectations.
- 2.4. The Customer accepts that all indications relating to the size of the box are estimates. Any difference between the actual size of the room and that indicated in the contract will not entitle the Customer to any price adjustment.
- 2.5. The Customer undertakes to comply with the terms of the General Conditions and the Rental Agreement, as well as with all local and national laws and regulations, and other instructions from administrative authorities, as well as with the rules laid down by insurers where applicable.
- 2.6. The persons entitled to access the Storage Unit(s) shall be expressly and exhaustively listed by the Customer to MyStock, who acknowledges and accepts full responsibility for the acts of any third party obtaining access to the Storage Unit(s) or MyStock's premises at the Customer's request or having used the Customer's access card with or without the Customer's permission, it being understood that such third parties shall for all intents and purposes be deemed to be "the Customer".
- 2.7. The Customer is obliged to use the Storage Unit(s) in such a way as not to cause or risk causing any damage to the premises or the Storage Unit(s) or any other nuisance to other customers including but not limited to, radio or machine noise, dust, smell, leaks, and is obliged to take the necessary measures to avoid any such damage or nuisance.
- 2.8. The Customer is prohibited from:
  - i. using the Storage Unit(s) or MyStock's premises for illegal, criminal, immoral and/or tax evasion activities;
  - ii. connecting electrical appliances without prior written consent of MyStock. All authorized electrical appliances must be switched off and unplugged while the Customer is present on MyStock's premises;
  - iii. altering, adding, or making any structure or other changes to the Storage Unit(s) without the prior written consent of MyStock;
  - iv. installing, hanging, and/or attaching fixtures to the Storage Unit(s) without prior written consent from MyStock;
  - v. cause or produce any music, sound, or noise which continues where the Customer is not present on MyStock's premises;
  - vi. cause or permit any odours or smells which may be, in the sole opinion of MyStock be offensive or unusual;
  - vii. using the Storage Unit(s) or MyStock's premises for any manufacture or storage of commercial goods for sale; or
  - viii. blocking or encumbering or obstructing any passages in MyStock's premises.



- 2.9. The Customer is strictly prohibited from storing or archiving the following goods in the Storage Unit(s), including but not limited to:
  - i. jewellery, items with fur, paintings, collectors' items or non-fungible objects, including high-value items:
  - ii. cash, securities, bearer notes, bonds, stocks or shares certificates;
  - iii. any object that emits smoke or Odors;
  - iv. birds, fish, animals or any other animals, dead or alive;
  - v. waste (including animal waste and toxic and/or hazardous materials);
  - vi. food and other perishable goods;
  - vii. firearms, explosives, weapons and ammunition;
  - viii. Illicit substances such as illegal drugs;
  - ix. illegal or illegally obtained items;
  - x. any property used in the commission of a crime or which is the proceeds of crime;
  - xi. chemicals, radioactive materials, and/or biological agents;
  - xii. asbestos and/or treated asbestos;
  - xiii. (Artificial) fertilizers;
  - xiv. gas cylinders or other compressed gases and/or batteries;
  - xv. fireworks;
  - xvi. cars. The storage of motorcycles or certain small, motorized equipment (lawnmowers, etc.) is generally not permitted, however, may be stored in the Storage Unit(s) where the fuel, gas, oil, or diesel from such motorized equipment is completely removed subject to prior written consent of MyStock. Additionally, the Customer must maintain, for the entire duration of the Rental Agreement, motorcycle insurance for any motorcycles stored in the Storage Unit(s);
- xvii. chainsaws may be stored it where a protective plate is placed under the chainsaw to prevent oil leaks with environmental consequences;
- xviii. combustible or flammable products and liquids, including diesel and gasoline;
- xix. all other toxic, flammable or dangerous substances or preparations, classified or defined by applicable laws and regulations; or
- xx. Any items or goods that may damage or affect the Storage Unit(s), the premises of MyStock, or any other goods stored in the premises of MyStock.
- 2.10. In the event of non-compliance by the Customer with Articles 2.8 and/or 2.9 herein, the Customer shall indemnify MyStock for any loss or damage incurred by MyStock and/or its other customers that may result therefrom.
- 2.11. In the event that the Customer is suspected of using the Storage Unit(s) in breach of the General Conditions and Rental Agreement, in particular Article 2 hereof, MyStock reserves the right to notify the competent authorities and to grant them access to the Storage Unit(s) and MyStock's premises for investigative purposes, at the Customer's sole expense. MyStock may then, but is not obliged to, notify the Customer.
- 2.12 The Customer shall have no right to transfer, assign, underlet, sub-let or otherwise part with the Storage Unit(s) or any part of the Storage Unit(s) by way of lending, sharing, sub-letting, or other means whereby any person or persons not a party to the Rental Agreement obtains the use or possession of the Storage Unit(s). In the event of any such transfer, assignment, underletting, sub-letting, lending, sharing, or parting, MyStock reserves the right to terminate the Rental Agreement immediately and the Customer shall vacate the Storage Unit(s) accordingly.

#### Article 3. Duration of the General Conditions and Rental Agreement

3.1 MyStock shall let the Storage Unit(s) to the Customer for a minimum fixed period of 1 month. The General Conditions and Rental Agreement shall be renewed at the end of such 1 month period for successive periods of 1 month indefinitely until and unless terminated by (i) the Customer after providing 30 days' prior written notice



to MyStock; or (ii) MyStock after providing 15 days' prior notice to the Customer.

3.2 Termination by the Customer shall be validly effected either by registered letter with acknowledgement of receipt, or, during MyStock business hours, by affixing the signatures of the Customer and MyStock on a termination form which will be made available to the Customer upon request.

## Article 4. Invoicing and late payment

- 4.1. All charges and Rents relating to the Rental Agreement or arising herein will be provided to the Customer by way of an invoice. Upon signing the Rental Agreement, the Customer must pay the first month's Rent, including any and all charges/expenses, in particular those relating to the opening of the file, services and costs relating to the first month of availability.
- 4.2 MyStock reserves the right to unilaterally and periodically revise the amount of the Rent and other charges, provided that MyStock provides the Customer 30 days' prior notice to the effective date of such new rent.
- 4.3. Upon signing the Rental Agreement, MyStock may require the Customer to pay a security deposit equal to 1 month's Rent as a guarantee of compliance with the provisions of the General Conditions and the Rental Agreement (the "**Deposit**"). MyStock reserves the right to deduct from the Deposit all fees, Rents and costs outstanding and/or resulting from non-compliance with the General Conditions and/or Rental Agreement. If MyStock deems it necessary to deduct such sums from the Deposit, the Customer shall immediately top up the Deposit such that it is always equal to the sum initially provided for. The Deposit shall be non-interest bearing.
- 4.4. The Customer undertakes to pay the Rent and other charges in advance on the second day of each calendar month promptly with respect to the month to which they relate has begun. In addition, the Customer undertakes to pay invoices for material orders as soon as possible after such invoices are issued by MyStock to the Customer.
- 4.5. In the event of failure to pay Rent or any invoices within 30 days of the date of issuance of such invoices, expenses or repairs to damage caused by the Customer, any such sum will automatically bear interest at the contractual rate of 7% per annum until such sum is paid to MyStock.
- 4.6. MyStock shall have the option of requesting payment of the monthly rentals either in cash, cheque or electronically.
- 4.7. MyStock shall be entitled to refuse the Customer access to MyStock's premises until any outstanding sums due to MyStock from the Customer has been paid in full.
- 4.8. In the event of the Customer's failure to pay the Rent due under the Rental Agreement to MyStock for 30 days after such Rent is due to be paid by the Customer, MyStock may, but shall not be obliged to, take any of the following options:
  - i. open and enter the Customer's Storage Unit(s);
  - ii. MyStock may decide to move the Goods to any other alternative location, and MyStock shall bear no responsibility or liability for any damage or loss arising from such relocation;
  - iii. to charge the Customer for all costs, expenses, and damages incurred in:
    - a. opening the Customer's Storage Unit(s) and moving the Goods;
    - b. the costs of storing the Goods at any other location; and
    - c. any costs incurred as a result of further movement of the Goods, if applicable,
  - iv. terminate the Rental Agreement and charge a monthly occupancy fee equal to the monthly Rent plus 50%.
- 4.9. The Customer expressly accepts that the Goods in the Storage Unit(s) or held at any other location as a result of MyStock moving and storing the goods at another location pursuant to Article 4.8 constitute a guarantee



of payment for MyStock of any Rents, costs, expenses and other sums due, for which reason access to the Goods in the Storage Unit(s) or any other location the Goods have been located to pursuant to Article 4.8 may be refused to the Customer until full payment of any sums due.

#### Article 5. Safety measures

- 5.1. The Customer shall be provided with an access card for entering and leaving the Storage Unit(s) and MyStock's premises, which may only be used by the Customer. Access to the Storage Unit(s) by a third party may only be granted with the prior consent of MyStock.
- 5.2 The Customer must ensure that doors and gates to the Storage Unit(s) and MyStock's premises are closed after entering or leaving. The Customer shall indemnify MyStock for any loss or damage caused to MyStock's premises or the Storage Unit(s) as a result of such failure to close the aforementioned doors and gates.
- 5.2. Any new access card, whether lost or requested, will be invoiced to the Customer at €150.00 including VAT.
- 5.3. In the event of a fire, each Customer undertakes to take note of and comply with the safety and fire protection instructions, as well as the emergency exits. The Customer is strictly prohibited from blocking or hindering emergency exits. The Customer may only use the emergency exit in the event of a situation requiring evacuation. The Customer shall bear all costs and expenses arising from the abuse or unauthorized opening of such emergency exits by the Customer.
- 5.4. Within MyStock's premises, carts, elevators or any other equipment supplied by MyStock may be used by the Customer under their sole responsibility and at their own risk. By using such equipment, the Customer expressly acknowledges that such equipment has no defects or faults. The Customer shall be liable for any loss or damage to such equipment as a result of the Customer's use of such equipment. Such equipment may only be used to move goods within MyStock's premises. From the time of using such equipment until the time of returning such equipment, the Customer is the custodian of the equipment and must ensure its supervision and control within the meaning of article 1384 paragraph 1 of the Luxembourg Civil Code. Customers are not authorized to keep carts, which are the property of MyStock, inside the Storage Unit(s), and shall be liable to a lump sum of €25.00 per day of retention of such equipment at the Customer's Storage Unit(s).
- 5.5. The Customer undertakes not to store goods weighing more than the total authorized floor weight which is 150 kg/m2. The Goods must be properly arranged and kept tidy in the Storage Unit(s), and the Customer shall ensure that the Goods are not leaning or exerting pressure against the walls of the Storage Unit(s). MyStock has no obligation to accept Goods delivered to MyStock's premises on behalf of a Customer.

## Article 6. Liability and exclusion

- 6.1. Storage of the Goods in the Storage Unit is and remains under all circumstances at the sole risk of the Customer. Under no circumstances shall MyStock be held liable for any direct or indirect loss (including any financial or operational losses) or damage caused to the Customer, the Goods or the Customer's property. MyStock shall not be liable for any loss or damage suffered by the Customer as a result of improper, unsafe or illegal storage of the Goods. MyStock shall not be responsible for any failure to secure or survey MyStock's premises.
- 6.2. MyStock shall authorize and shall not be obligated to notify the Customer of or verify the regularity of any inspection of and access to the Storage Unit(s) or MyStock's premises in the event of a request from the Police, Fire Brigade, Customs of Luxembourg, or any other government authority on presentation of a court order. MyStock shall not be responsible or liable for the consequences of such inspection, particularly in the event of any loss or damage to the Goods and/or locks and other installations in the Storage Unit(s). The Customer shall remain liable to MyStock for any loss or damage MyStock may suffer as a result of such checks and inspections.



- 6.3. The Customer shall indemnify and hold harmless MyStock from and against any and all direct and indirect losses, costs, claims, liabilities, third party claims or actions (howsoever arising), damages, and other expenses that MyStock incurs or may incur as a result of the Customer's actions or use of the Storage Unit(s).
- 6.4. MyStock shall bear no responsibility and shall not be liable for any loss, damage, injury, or harm caused to the Customer or any person whomsoever or to any property whatsoever directly or indirectly through the condition of Mystock's premises or any fixtures, wiring, or piping or howsoever caused by the spread of fire, smoke, fumes, leakage or overflow of water, or the act, default, or negligence of any of MyStock's customers, servants, employees, agents, contractors, or licensees, and to indemnify MyStock against all costs, claims, demands, actions, and legal proceedings made upon MyStock by any person in respect of any loss, damage, injury, or harm as aforesaid.
- 6.5. MyStock shall not be liable for any indirect loss or damage incurred by the Customer including but not limited to failure to negotiate, operating loss, loss of chance or reputation, loss of profits, consequential damages or any damage as a result of activities the Customer or any customer to MyStock's actions. MyStock shall not be liable for any improper use of the Storage Unit(s) by third parties.
- 6.6 The Customer shall be liable for any act, default, negligence, or omission of the Customer's contractors, servants, employees, agents, invitees, or licensees as if it were the act, default, negligence, or omission of the Customer, and the Customer shall therewith indemnify MyStock against all costs, claims, demands, expenses, or liability to itself and to any third party in connection.

## Article 7. Maintenance and repair

- 7.1. MyStock may at any time carry out maintenance, repair, extension, construction, decompartmentalization, and renovation work on or in the Storage Unit(s) and MyStock's premises, including the installation of additional fixtures or equipment.
- 7.2. Repair and maintenance work carried out by MyStock in the Storage Unit(s) shall not constitute a breach by MyStock of its contractual obligations, including where such repair and maintenance work results in the temporary restriction of the Customer's use of the Storage Unit(s) or prevents access thereto. The Customer shall not be entitled to claim a reduction in the amount of the Rent or other charges, or to terminate the Rental Agreement due to any repair or maintenance work being carried out.
- 7.3. The Customer shall take all necessary measures to ensure that no damage is caused to the Storage Unit(s), to MyStock's premises, or to the property of third parties (including the goods of MyStock's other customers). In the event of damage to third parties or to the property of MyStock, MyStock shall be entitled to carry out repair work at the Customer's expense. The Customer hereby undertakes to pay such expenses as invoiced within 7 days of the issuance of such invoice.
- 7.4. Where MyStock may require access to the Storage Unit(s) pursuant to Article 7, MyStock shall notify the Customer thereof where practicable; the Customer shall, within a reasonable period of time, move the Goods to another storage unit provided by MyStock. If the Customer fails to do so, MyStock will move the Goods to another storage unit at the Customer's sole risk.
- 7.5 The Customer shall give notice to MyStock as soon as becoming aware of any damage or defect in the condition of the Storage Unit(s), and shall authorize MyStock to carry out repair or maintenance in accordance with the General Conditions.

#### Article 8. MyStock and third party access

8.1. Without prejudice to Article 4.8, Article 7, and Article 8, in principle, MyStock and its employees may only



enter the Storage Unit(s) with the prior authorization of the Customer.

- 8.2. At the sole discretion of MyStock, in the event of an emergency, however, MyStock and its employees shall be authorized to enter the Storage Unit(s) without the Customer's prior authorization. Emergency situations may include, but shall not be limited to, maintenance, repair or renovation work, or fire, flooding, or any other event beyond the reasonable control of MyStock requiring urgent access to the Storage Unit(s).
- 8.3. MyStock and its employees shall be authorized, without prior authorization from the Customer, to enter the Storage Unit(s) in the event that the Customer fails to comply with the General Conditions, Rental Agreement, or is, at the sole discretion of MyStock, suspected of failing to comply with such terms of the General Conditions or the Rental Agreement.
- 8.4. MyStock shall not be obliged to verify the Customer's access rights to the Storage Unit(s), and the access rights of third parties or of administrative or judicial authorities requesting such access. MyStock shall not be held liable for granting access to such third parties.

#### Article 9. Non-compliance with the Contract and termination

- 9.1. In the event that the Customer:
  - i. fails to meet its legal, regulatory or customary obligations; or
  - ii. is in breach of any terms of the General Conditions or Rental Agreement; or
  - iii. fails to meet its contractual obligations (including failure to pay sums due 30 days after their due date) as provided under the General Conditions or Rental Agreement; or
  - iv. becomes bankrupt or insolvent;

MyStock may, without prior notice to the Customer, terminate the Rental Agreement by way of notice to the Customer, and reserves all rights to pursue payment of any Rent, charges, expenses, or any other sums howsoever arising owed by the Customer to MyStock by any means necessary.

- 9.2. Upon notification by MyStock to the Customer pursuant to Article 9.1, the Customer must vacate the Storage Unit(s) and move the Goods out of MyStock's premises within 8 days of such notification, without prejudice to and notwithstanding that MyStock may simultaneously carry out actions pursuant to the provisions of Article 4 of the General Conditions.
- 9.3. The Customer shall indemnify MyStock for all costs incurred in recovering any sums owed by the Customer to MyStock including legal fees and administrative charges relating to such sums.
- 9.4 Upon notification by MyStock to the Customer pursuant to Article 9.1, MyStock reserves the right to access the Storage Unit(s) and take all and any actions that MyStock deems necessary (including but limited to bringing legal proceedings against the Customer, and taking all actions as stipulated in Article 4.7, Article 4.8, and Article 4.9) to vacate the Storage Unit(s) and obtain possession of such Storage Unit(s). The Customer agrees to indemnify MyStock for all costs and expenses related to such re-possession including any legal expenses and costs incurred.

# Article 10. Termination of the Rental Agreement

- 10.1. Where the Customer or MyStock have terminated the Rental Agreement pursuant to Article 3.1 of the General Conditions, the Customer shall quit and deliver up vacant possession of the Storage Unit(s) in good, clean, substantial and proper repair and condition in manner as provided in the General Conditions.
- 10.2. Ownership of the Goods or any other goods left in the Storage Unit(s) or MyStock's premises by the Customer after termination of the Rental Agreement shall be deemed transferred to MyStock, or at MyStock's



sole discretion, shall be treated as abandoned, without further notification to the Customer. The Customer shall bear the cost of removal of any goods or waste in the Storage Unit(s) after the Rental Agreement has been terminated. The Customer remains fully liable for all costs and damages resulting from the removal of the Goods in the Storage Unit(s) after the Rental Agreement has been terminated, and MyStock shall have the sole discretion and right to sell, dispose, destroy, or acquire such Goods without notification to the Customer or without their further authorization, and the Customer shall be solely responsible for any such actions taken or carried out by MyStock.

10.3 Upon termination of the Rental Agreement in accordance with the General Conditions and/or the Rental Agreement, the Customer shall yield up the Storage Unit(s) together with MyStock's fittings, fixtures, appliances in good, clean, tenable, substantial and proper repair and condition, and shall return all access cards, keys, and any other property of MyStock to MyStock promptly.

10.4 Where MyStock at any time during the term of the Rental Agreement shall resolve to sell or demolish or rebuild or refurbish the land, building, or any parts thereof which comprise MyStock's premises or any parts thereof or if the shares of MyStock or its holding company(ies) shall be at any time be sold or agreed to be sold), MyStock shall have the right, but not the obligation, to give 1 months' notice to the Customer to terminate the Rental Agreement, and the Customer shall forthwith deliver up vacant possession of the Storage Unit(s) to MyStock without any claim, costs, or compensation.

#### Article 11. Notice, change of address

- 11.1. MyStock shall be entitled to notify or communicate with the Customer (i) verbally; (ii) by telecommunications to their telephone number specified in the Rental Agreement; (iii) by post at the address specified in the Rental Agreement; (iv) by e-mail at the address specified in the Rental Agreement; or (v) by any other electronic means (including text message, Whatsapp or SMS to a telephone number provided by the Customer or its representatives).
- 11.2. The Customer shall inform MyStock by post or e-mail at MyStock's email address provided to the Customer of any change to the Customer's personal details, postal address or e-mail address or telephone number details prior to such change taking effect where practicable, or as soon as possible thereafter.

## Article 12. Insurance obligation

- 12.1. MyStock shall maintain insurance of up to a limit of €30,000 per storage unit with LE FOYER or any other insurance company at MyStock's absolute and sole discretion. Such insurance policy may, cover MyStock's storage units against risks of risks of fire, explosion, lightning, falling or colliding aircraft, storms, hail and snow, water damage, as well as theft, vandalism and malicious damage. Where the Customer intends to make a claim against, or requests to make a claim against such insurance maintained by MyStock, the Customer shall provide a detailed inventory of the Customer's goods, including the value and condition of the goods stored in the Storage Unit(s) to MyStock.
- 12.2. Any damage to or loss of the goods, however caused, shall be at the Customer's sole risk and expense. If, for the duration of the Rental Agreement, the Customer maintains insurance covering the Goods against the damages provided in Article 12.1, the Customer shall procure that such insurance policy maintained by the Customer shall contain a clause waiving all recourse against MyStock, MyStock's insurers and MyStock's co-contractors
- 12.3. The Customer must take out an insurance policy covering the financial consequences of bodily injury, property damage and consequential loss caused to third parties, in the event of which the Customer is held liable as a result of its access to the Storage Unit(s), the Goods and the persons for whom it is responsible.
- 12.4. The Customer shall notify MyStock in writing of any claim the Customer makes against its insurance with



respect to the Goods within 24 hours of becoming aware of it. In addition, where applicable, the Customer undertakes to make any necessary declarations to the administrative authorities.

#### Article 13. Personal data collection

- 13.1 MyStock collects, stores, and processes personal data of the Customer, including but not limited to the Customer's full legal name, postal address, telephone number, email address, and identification details, for the purpose of the Rental Agreement, providing services, and complying with MyStock's legal obligations.
- 13.2 Any personal data collected by MyStock in accordance with the General Conditions may be shared with competent authorities (such as the police, customs, or tax authorities) and third-party service providers (including but not limited to accountants, financial institutions, internet service providers) for the purposes of providing services and complying with MyStock's legal obligations without further notice to the Customer.

## Article 14. Applicable law and competent courts

- 14.1. In the event of any dispute, MyStock and the Customer hereby submit to the jurisdiction of the courts of Luxembourg, without prejudice to the sole right of MyStock to bring an action or claim against the Customer before any other competent court in any jurisdiction.
- 14.2. The General Conditions and the Rental Agreement is governed by and will be construed in accordance with Luxembourg law.

## Article 15. General provisions

- 15.1. The General Conditions shall be read in conjunction with the Rental Agreement and the General Conditions and the Rental Agreement together shall form the entire agreement between the Customer and MyStock.
- 15.2. For all intents and purposes, the Customer accepts e-mail or text message as a sufficient and adequate method for MyStock to communicate and notify the Customer.
- 15.3. Should any clause of the General Conditions become illegal, null or void, or subject to cancellation, the remaining clauses of the General Conditions shall remain valid and enforceable.
- 15.4. The Customer declares that it accepts the terms and conditions of the General Conditions and the Rental Agreement without reservation. MyStock may, at their sole and absolute discretion, amend the General Conditions and/or Rental Agreement upon notification to the Customer in writing. Such amended terms to the General Conditions and/or Rental Agreement shall take effect within 7 days of written notice to the Customer. In the absence of written notification to the contrary by the Customer within 7 days of such notice, the Customer will be deemed to have accepted the amended terms of the General Conditions and the Rental Agreement. Where the Customer does not agree to such amended terms and conditions to the General Condition and/or Rental Agreement, the Customer may terminate the General Conditions and/or Rental Agreement upon providing 30 days' prior written notice to MyStock.
- 15.5. Where the Customer enters into the Rental Agreement with 2 or more additional legal persons, such legal persons shall be jointly and severally liable for the proper performance of the terms of the General Conditions and the Rental Agreement as the Customer.
- 15.6 The General Conditions and the Rental Agreement shall be provided by MyStock to the Customer in either French language or English language. Where there are any conflicts between the French language or English language versions of the General Conditions or Rental Agreement, the English versions shall prevail.