

RENTAL AGREEMENT
Special Terms and Conditions

BETWEEN

LIVINGPACKETS SA, a company incorporated under Swiss law with a share capital of CHF1,001,001, whose registered office is located at Avenue C.F. Ramuz 80, 1009 Pully (Switzerland), registered in the trade register of the Canton of Vaud under number CHE-385.652.744, represented by its Director Mr Alexander Cotte Augsburg, having full powers in this capacity for the purposes hereof,

Hereinafter the “**Renter**” or “**LPSA**”

AND

Name of owner, **born on** Date of birth **in** Place of birth, **residing at** Address

Hereinafter the “**Owner**”

Hereinafter referred to together as the “**Parties**” and individually as the “**Party**”

ARTICLE 1 **PURPOSE**

By accepting this Agreement, the **Owner** rents to the **Tenant** one or more smart packages called THE BOX according to the terms and conditions defined below.

This Agreement is a contract for the rental of movable property subject to the provisions of Articles 1709 et seq. of the French Civil Code.

ARTICLE 2 **DEFINITIONS**

Capitalised terms are defined in the General Terms and Conditions of Rental.

ARTICLE 3 **RENTED ITEMS**

The rented BOXes are specifically identified as follows:

Version of THE BOX: [Click here to enter text.](#)

Number of units: [Click here to enter text.](#)

ARTICLE 4 **EFFECTIVE DATE OF THE AGREEMENT**

The Agreement will take effect on the date of Provision for the period mentioned in Article 5 of the Special Terms and Conditions of Rental.

The Provision of THE BOX or BOXes will take place on the delivery date as it appears in the Sales Agreement.

The **Tenant** alone shall assume the risk of late delivery under the conditions described in the General Terms and Conditions of Rental.

ARTICLE 5 **TERM OF THE AGREEMENT**

Eight (8) years from the Provision of THE BOXes, except in the event of early termination (see Article 10 of the General Terms and Conditions of Rental).

ARTICLE 6 **TERRITORY**

THE BOXes may be used by the **Tenant**, at its sole discretion, worldwide.

ARTICLE 7 **RENT**

In return for the Provision of THE BOX or BOXes, the **Tenant** shall pay the **Owner** rent for each BOX.

This rent will be paid in one instalment within thirty (30) days of the end of the Rental Agreement.

At the end of the Rental Agreement, the Owner will receive the higher of the fixed rent or the variable rent, as stated below.

7.1 Fixed rent

The fixed rent is only due in the event that the variable rent amount (see Article 7.2 below) is less than the fixed rent amount on the expiry date of the Agreement.

The fixed rent amount due at the end of the eighth and last year of rental is €800 (EIGHT HUNDRED EUROS).

In the event of early termination for one of the reasons referred to in Article 10 of the General Terms and Conditions of Rental, the fixed rent will be paid in one instalment within thirty (30) days of the effective date of termination.

In this case, the amount of the fixed rent depends on the year of termination, as indicated in the table below^{1*}, and each year started is due in full.

Year 1	2	3	4	5	6	7	8
160 € per BOX	300 € per BOX	420 € per BOX	520 € per BOX	610 € per BOX	690 € per BOX	760 € per BOX	800 € per BOX

Example 1: For acceptance on 1 January 2021, and for a period of eight years, the fixed rent (€800) will be paid no later than 30 January 2029.

Example 2: For acceptance on 1 January 2021 with early termination taking effect on 3 January 2025, the fixed rent (€610) will be paid no later than 3 February 2025.

7.2 Variable rent

The variable rent is only due in the event that the fixed rent amount (see Article 7.1 above) is less than the variable rent amount on the expiry date of the Agreement.

The variable rent corresponds to thirty percent (30%) of the turnover (TO), excluding taxes, generated by the **Tenant** throughout the term of the Agreement through the sale of services to the Users of THE BOX.

The variable rent is not capped.

In the event of early termination for one of the reasons referred to in Article 10 of the General Terms

^{1*} Amounts per BOX

and Conditions of Rental, the variable rent will be paid in one instalment within thirty (30) days of the effective date of termination.

In this case, the amount of the rent depends on the effective date of termination, as indicated in the table below:

Year 1	2	3	4	5	6	7	8
30% of the TO for years 1	30% of the TO for years 1 to 2	30% of the TO for years 1 to 3	30% of the TO for years 1 to 4	30% of the TO for years 1 to 5	30% of the TO for years 1 to 6	30% of the TO for years 1 to 7	30% of the TO for years 1 to 8

In the event of termination during an annual period, the rent for the current year will be definitively decided on the date of termination based on the turnover actually generated on that date.

Example 1: For a BOX generating a turnover of €400, excluding taxes, each year for eight years, the variable rent will be $(3200 \times 30\%) = €960$. In this case, only the variable rent will be paid, and no fixed rent will be due.

Example 2: For a BOX generating €200, excluding taxes, of turnover per year for the duration of the rental, i.e. €1,600 in total, excluding taxes, the variable rent (€480) will not be due. Only the fixed rent (€800) will be paid.

ARTICLE 8 **TERMS OF PAYMENT**

The **Owner** shall provide the **Tenant** with the bank details necessary for the payment of all the sums due to it under the Agreement.

ARTICLE 9 **END OF AGREEMENT**

At the end of the Agreement, the Owner may request either the return of the Item or the retention of the Item by LPSA for its recycling, with the rental term corresponding to the expected life of the Item. In the event that the Owner wishes to obtain the return of the Item at the end of the Agreement, it acknowledges having understood that it must, in this case, pay the following return costs:

- Flat-rate transportation, handling and administrative costs of €75, including tax, regardless of the country in which the Item is located at the end of the Agreement;
- All taxes and duties, particularly any customs fees, the payment of which is the sole responsibility of the **Owner**.

ARTICLE 10 WITHDRAWAL CLAUSE (“*CLAUSE DE DEDIT*”)

As of the first day of the third year of rental, the **Owner** may request that the Rental Agreement be terminated at any time, throughout its term, subject to paying the **Tenant** compensation for withdrawal (“*indemnité de dédit*”).

This compensation is set at: €250.

ARTICLE 11 STATEMENTS MADE BY THE OWNER

The **Owner** declares that it does not act in connection with its professional activity and that the rental of THE BOXes is carried out as part of the management of its assets, on an occasional basis.

The **Owner** has taken note of the conditions of use of the dedicated mobile application for THE BOX available at the latest upon Placement into Circulation of THE BOXes and downloadable via *Google Play Store* and the *Apple App Store*.

The **Owner** declares that it has adequate equipment (smartphone, tablet, laptop, etc.) and an adequate Internet connection allowing it to benefit from the monitoring services and BOXes via the dedicated application (see Article 5.1 of the General Terms and Conditions of Rental).

The **Owner** declares that it has properly understood the risks associated with the rental transaction, and in particular:

- The fact that the rental agreement is likely to end with immediate effect in the event of destruction, loss or theft of THE BOX or BOXes;
- The fact that the rent is payable at the end of the Agreement, this risk being offset by the absence of a ceiling for the variable rent;
- The risk of failure or insolvency of LPSA and/or any User or depositary of THE BOX, relating to any commercial company, this risk being offset by the possibility for the Owner to have its right of ownership recognised and to obtain the return of its BOX(es) wherever it is/they are making use of the tamper-evident cryptographic identification technology.

The **Owner** acknowledges that it has read and understood these Special Terms and Conditions of Rental and the General Terms and Conditions of Rental provided by the **Tenant**.

The **Owner** also acknowledges that it has been fully informed by the **Tenant** of the essential characteristics of the services rendered by **LPSA** under the Agreement.

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On [Click here to enter a date](#).

LIVINGPACKETS France GENERAL TERMS AND CONDITIONS OF RENTAL

APPLICABLE AS OF 1 JANUARY 2021

ARTICLE 1 DEFINITIONS

Application: the mobile application developed by **LPSA** and dedicated to BOX tracking.

BOX(es) or Item(s): THE BOX or THE BOXES rented out by the **Owner** to the **Tenant**.

THE BOX: innovative and smart packaging designed by **LPSA**.

General Terms and Conditions of Rental: these general terms and conditions of rental.

Special Terms and Conditions of Rental: the special terms and conditions of rental accepted by the **Owner** and the **Tenant**.

Agreement: the integral contractual elements consisting of the General Terms and Conditions of Rental and the Special Terms and Conditions of Rental.

Sales Agreement: the sales agreement previously concluded between the Buyer and LivingPackets France SAS.

Supplier: the supplier of THE BOX or BOXes, whether manufacturer or distributor.

The **Tenant** or **LPSA:** LIVINGPACKETS SA, a company incorporated under Swiss law, whose registered office is located at Avenue C.F. Ramuz 80, 1009 Pully (Switzerland), registered in the trade register of the Canton of Vaud under number CHE-385.652.744.

Provision: the provision of THE BOXes by the **Owner**, the terms and conditions of which are described in Article 3 of the General Terms and Conditions of Rental.

Placement into Circulation: the use of THE BOX by **LPSA** in the context of services provided to Users.

The Owner: the owner of THE BOX or BOXes, whose name and contact details appear in the Special Terms and Conditions of Rental.

User(s): any user of THE BOX and related services.

ARTICLE 2 **CONTRACTUAL DOCUMENTS**

Any rental of BOXes by **LPSA** is subject to these General Terms and Conditions of Rental.

The Agreement consists of the Special Terms and Conditions of Rental and its appendices as well as the General Terms and Conditions of Rental, all of which are integral parts of the Agreement.

The appendices are as important to the Agreement as the Special Terms and Conditions of Rental.

In the event of contradiction or difficulty of interpretation, the Special Terms and Conditions of Rental and their appendices will prevail over the General Terms and Conditions of Rental.

No other document or written instrument will be part of the contractual relationship between the Parties.

Any modification made to the Special Terms and Conditions of Rental or its appendices must be the subject of a written amendment dated and signed by each of the Parties to be valid between them.

The General Terms and Conditions of Rental may be amended by **LPSA**. In this case, **LPSA** shall inform the **Owner** of the proposed amendment at least thirty (30) days before the amendment takes effect. The amendment shall then take effect (i) either on the date of its acceptance by the **Owner** (ii) or in the absence of a response, thirty (30) days after receipt of the notice of amendment by the **Owner**. In the event of refusal by the **Owner** within this 30-day period, the **Owner** may terminate the Agreement and request the return of the Items under the conditions of Article 11 of the General Terms and Conditions of Rental.

ARTICLE 3 **PROVISION**

When several BOXes are rented out, Provision takes place at one time.

Provision is notified by the **Tenant** via the Application and will take place on the date set out in the Special Terms and Conditions of Rental.

The **Tenant** acts both in its own name and in the name and on behalf of the **Owner**, of which it is the agent in connection with the Provision. As needed, it is specified that this mandate is strictly limited

to the Provision, as the **Tenant** will not act on behalf of the **Owner** at a later date. The **Tenant** will be responsible for verifying with the Supplier or its representative the compliance of THE BOXes upon delivery.

In this respect, the **Tenant** shall verify the presence of all documents necessary for the operation of THE BOXes, and compliance of THE BOXes with the specifications of the order and legal standards in terms of use, health and safety, and environmental protection, and their flawless operation, guaranteeing the proper performance of the Supplier's delivery obligations with regard to the **Owner** and the **Owner's** delivery obligations with regard to the **Tenant**.

If, for any reason whatsoever, one of THE BOXes is not in compliance with the order, or does not fully comply with the legal requirements with respect to operation, health and safety and environmental protection, the **Tenant** waives all recourse, particularly the avoidance of the Agreement or the reduction of the rent, against the **Owner** and, at no cost to the **Owner**, shall take direct responsibility with the Supplier for obtaining compliance or replacement of the Item made available.

The **Tenant** guarantees the **Owner** the payment of rent despite any lack of compliance.

The **Tenant** alone shall assume the risk of delay of the Supplier in the Provision, which will be presumed vis-à-vis the **Owner** as having occurred on the date set out in the Special Terms and Conditions of Rental.

By definition, THE BOX will only begin to generate turnover for the benefit of the **Tenant** from the time of its Placement into Circulation, which falls under the sole responsibility of the **Tenant**. Consequently, the variable portion of the rent will only take into account the turnover actually generated by THE BOX since its Placement into Circulation.

ARTICLE 4 USE OF THE ITEM BY THE TENANT

The **Tenant** may not use THE BOXes for any purpose other than that for which they are intended.

The **Tenant** will use the leased Item with due care and diligence, complying with the standards, particularly regarding safety, the rules of health and safety and the requirements for the protection of the environment, in accordance with the **Supplier's** instructions.

The **Owner**, or any person designated by it, always has the option, during the term of the Agreement or upon its expiry, to carry out, at its exclusive expense, any inspection and verification of the condition of the Item and its use in the place where it is located. Any request for this purpose must be made via the Application with a notice period of at least eight (8) days. Any inspection request temporarily suspends THE BOX's Placement into Circulation for the duration of the inspection. Furthermore, THE BOXes in the possession of a User on the day of the request for execution of a delivery can only be inspected once they have been recovered by the **Tenant**.

THE BOXes may be used by the **Tenant** in connection with any current or future service that it is likely to provide to its customers, throughout the territory defined in the Special Terms and Conditions of Rental and without restriction.

In this regard, it is expressly agreed that the **Tenant** may assign, for the benefit of any third-party user of its services, all or part of the right of use attached to THE BOXes, in any form whatsoever, including in the context of a sub-rental agreement.

It is expressly agreed that the **Tenant** may profit from the Item and that it is solely responsible for its commercial and pricing policy; the **Owner** may not interfere in any way in the management of the Item by the **Tenant**.

The services rendered by the **Tenant** to its customers are rendered in its own name and on its own behalf, and are not provided in any way in execution of a mandate given by the **Owner**. Consequently, the revenue generated by THE BOXes throughout the term of the Agreement is revenue from the **Tenant's** activity.

The **Tenant** shall indemnify the **Owner** against any third-party recourse related to the operation of THE BOXes for commercial purposes, and against any financial consequences, direct or indirect, related to this operation.

ARTICLE 5 SERVICES RENDERED BY THE TENANT

5.1. Monitoring the use of THE BOX

The **Tenant** allows the **Owner**, in almost real time, throughout the term of the Agreement, to approximately locate the region where THE BOX is located and to take note of the revenue generated by it through the sale of services to Users, according to the terms and conditions provided for by the conditions of use of the Application.

These services are provided via a dedicated mobile application that can be downloaded online.

The **Owner** must ensure at all times that it has adequate equipment and a connection allowing it to benefit from these connected services; the **Tenant** is in no way liable in this regard.

Access to these services requires a separate online use agreement to be entered into with **LPSA** when downloading the Application.

These monitoring services are provided free of charge to the **Owner**.

5.2 Maintenance warranty

The **Tenant** will keep in good condition THE BOXes and any improvements that may have been made.

The **Tenant** will be responsible for improvement, modification and repair work of any kind, even such work imposed by a public authority, and shall bear the costs of such work.

The **Tenant** must bear the cost of carrying out all work regardless of its importance, nature and duration, without being able to request a reduction in rent or compensation.

Any fine or penalty imposed on the **Tenant** for non-performance or delay in the performance of the work prescribed by the public authority will be fully borne by the **Tenant**.

All parts, equipment and accessories incorporated into the Item will automatically become the full and exclusive property of the **Owner** automatically as they are incorporated, and the **Owner** will not be required to make any payment regardless of their amount and nature.

ARTICLE 6 **RENT**

The rent is set in the Special Terms and Conditions of Rental.

The fixed portion is not indexed and will therefore not change throughout the term of the Rental Agreement.

Unless expressly provided for in the Special Terms and Conditions of Rental, the rent will not be subject to VAT.

No security deposit is paid to the **Owner** by the **Tenant**.

The variable portion of the rent is calculated automatically by a cryptographic algorithm using Blockchain technology as the **Tenant** uses THE BOX so as to ensure the integrity and tamper-evident nature of the data collected and made available to the **Owner** through the Application.

ARTICLE 7 **LATE PENALTIES**

All rent and, more generally, all amounts owed by the **Tenant** to the **Owner**, outstanding in whole or in part, will produce, automatically and without any formality – where the only rent due date or the issue of the corresponding invoice for fees other than rent constitutes a sufficient formal notice – interest equal to three times the statutory interest rate per month, counted from the date of said due date or invoice, where any month started will be due in full.

ARTICLE 8 TAX AND SOCIAL SECURITY OBLIGATIONS

The **Owner**, residing in France, is reminded as necessary:

- that URSSAF (*Unions de Recouvrement des Cotisations de Sécurité Sociale et d'Allocations Familiales* [Organizations for the Payment of Social Security and Family Benefit Contributions]) considers that the rental of Items by an individual falls under the management of his/her private assets as long as the annual revenue from this activity does not exceed certain thresholds which can be viewed here: <https://www.urssaf.fr/portail/home/espaces-dedies/activites-relevant-de-leconomie/quelles-activites/la-location-de-biens.html>;
- that the Tax Administration considers that any income, from the first euro, must be declared for income tax.

The **Owner** must comply with the tax and social security obligations applicable to it, in particular by declaring and paying the taxes and social security contributions that may apply to the income received under the Rental Agreement.

These declaration and payment obligations, including any late penalties, are the sole responsibility of the **Owner**, and the **Tenant** cannot be held liable in this regard in any way.

ARTICLE 9 THIRD-PARTY LIABILITY – INSURANCE

From the date of Provision of the Items and until their return to the **Owner**, the **Tenant** shall assume the material and legal custody thereof.

Consequently, and throughout the term of the Rental Agreement, the Tenant is solely liable vis-à-vis third parties for damages caused by the use of the Items and damage caused to the Items itself.

9.1 Damage caused to third parties

The **Tenant** is liable for damage caused to third parties by the Items throughout the term of the Rental Agreement.

The **Tenant** shall indemnify the **Owner** against any recourse by third parties concerning damage caused by an Item, regardless of the cause, nature or basis.

The **Tenant** shall insure the Items against damage caused to third parties throughout the term of the Rental Agreement with a reputable company with its registered office in the European Union, the United Kingdom or Switzerland and for amounts appropriate to the risks incurred.

9.2 Damage caused to the Items

The **Tenant** is not required to insure itself against damage caused to the Items itself.

The **Owner** may itself decide whether or not to insure the Items in this respect, at its discretion and solely at its expense.

In the event of damage caused to an Item for any reason whatsoever, the **Tenant** shall carry out the necessary repairs so that the Item can be used again by its customers within a reasonable period, in accordance with the severity of the damage caused.

If the damage caused to the Item is irreversible, the provisions of Article 10.2 of the General Terms and Conditions of Rental will apply.

9.3 Irreversible damage, loss, destruction or theft of Items

In the event of irreversible damage, total loss, destruction or theft of the Item, particularly due to vandalism, the Rental Agreement will be terminated under the conditions of Article 10.2 of the General Terms and Conditions of Rental.

Damage is considered irreversible within the meaning of the Rental Agreement when the cost of repairing the Item is greater than 50% of the replacement value of the Item.

ARTICLE 10 TERMINATION

The Rental Agreement is a fixed-term contract that cannot be terminated early by the **Tenant** or the **Owner** at their discretion.

The Rental Agreement may therefore only be terminated in the following cases, which are exhaustively listed:

10.1. Termination for cause

When one of the Parties commits a serious breach of one of its essential obligations, the injured Party may terminate the Rental Agreement after having unsuccessfully given the other Party formal notice to comply with its obligations within fifteen (15) days from receipt of the formal notice letter.

10.2 Termination for irreversible damage, loss, destruction or theft of the Item

If an event such as those referred to in Article 9.3 of the General Terms and Conditions of Rental occurs, the Rental Agreement will be partially terminated at the initiative of the **Tenant**, the

termination only relating to THE BOXes concerned by the said event. Termination will take place without compensation of any kind pursuant to Article 1722 of the French Civil Code.

Termination will take effect on the date on which it is notified by the **Tenant** to the **Owner**.

The termination provided for in this article only relates to THE BOXes having suffered irreversible damage, loss, destruction or theft, and the Rental Agreement will continue to have full effect for THE BOXes that have not been affected by the above-mentioned event.

10.3 Termination for refusal to modify the General Terms and Conditions of Rental

In the event of modification of the General Terms and Conditions of Rental by the **Tenant** during the rental period under the conditions referred to in Article 2 of the General Terms and Conditions of Rental, the **Owner** may request the termination of the Rental Agreement.

10.4 Method of termination

In all cases of termination, as in the exercise of the right of retraction referred to in Article 10 of the Special Terms and Conditions of Rental, termination may be carried out either by sending a registered letter with acknowledgement of receipt addressed to the other Party concerning the case of termination and indicating the date on which the Rental Agreement will be terminated, or via the Application.

In all cases of termination, the **Owner** will receive the remaining rent balance due for each of THE BOXes affected by the termination, in accordance with the provisions of Article 7 of the Special Terms and Conditions of Rental.

The balance of the rent will be paid within thirty (30) days of the effective date of termination.

ARTICLE 11 RETURN OF THE ITEM

At the end of the Rental Agreement, whatever the cause, and in particular in the cases of termination referred to in Article 10 of the General Terms and Conditions of Rental, the **Owner** has the choice between the return of the Item or the storage of the Item by **LPSA**, this option being taken upon acceptance of the Rental Agreement. The conditions for the return of the Item, and in particular the description of the return costs, are described in the Special Terms and Conditions of Rental.

The return will be made by default to the **Owner's** address as mentioned in the Special Terms and Conditions of Rental, or to any other address that it will indicate to the **Tenant**.

When the **Owner** opts for **LPSA** to retain the Item at the end of the Rental Agreement, it permanently relinquishes to **LPSA** its ownership right to the Item and authorises **LPSA** to destroy it in

whole or in part, or to use all or part of its components for recycling. By mutual agreement between the Parties, the Item will be considered to have no market value at the end of the agreement given the deterioration that it has suffered by its use throughout the rental period. To protect and definitively release the **Owner** from any liability, and to ensure a final legal transfer of the obligations borne by the **Owner**, the Item will then be considered as having been transferred for €1 to the **Tenant**, this price being included in the payment of the rent by the **Tenant**.

ARTICLE 12 UNFORESEEABLE CIRCUMSTANCES

In the event of unforeseeable circumstances, the Parties agree to resort to the provisions of Article 1195 of the French Civil Code.

ARTICLE 13 PERSONAL DATA

Pursuant to Law 78-17 of 6 January 1978, as amended by Law No. 2018-493 of 20 June 2018, it is emphasised that the personal data requested from the **Owner** is necessary for the performance of the services provided for in the Rental Agreement. The **Tenant** only collects data necessary for the purposes for which it is processed.

This data may be communicated to any partners of the **Tenant** responsible for the execution, processing and management of the mobile application and the payment of rent.

The processing of information by the **Tenant** meets the legal requirements in terms of personal data protection, and the information system used ensures optimal protection of this data.

The **Owner** has, in accordance with the national and European regulations in force, a right of permanent access, modification, rectification, objection, portability and restriction of processing with regard to the information concerning it.

This right may be exercised by sending the request to the following address: privacy@livingpackets.com.

The **Owner's** data is kept for the duration of the contractual relationship. It will then be retained on an archive database for a maximum of five (5) years after the end of the Rental Agreement. This period corresponds to the statutory accounting period.

ARTICLE 14 FORCE MAJEURE

The liability of either Party may not be sought if the performance of its obligations is delayed or prevented due to force majeure. For the duration of the force majeure, the performance of the obligations of each of the Parties is suspended in accordance with the provisions of Article 1218 of

the French Civil Code.

Cases of force majeure, in addition to the cases usually held as such by the case law of French Courts and Tribunals, are any interruption of telecommunications, fire, explosion, earthquakes, epidemics, pandemics, administrative measures for the confinement of populations, floods, power outages, war, laws and regulations, strikes or other events, as long as they are not under the control of one of the Parties.

ARTICLE 15 NOTIFICATION

All notifications made in execution of the Rental Agreement must be sent to the address mentioned by each of the Parties in the Special Terms and Conditions of Rental or via the Application provided that this is provided for in the terms of use of the Application.

In the event of a change of registered office or address, the Party concerned shall inform the other Party immediately, failing which the notification made to the initial address will be considered fully enforceable against the Party concerned.

ARTICLE 16 INTERPRETATION

If any provision of the Rental Agreement is deemed invalid or inapplicable for any reason, the other provisions of the Rental Agreement shall not be affected and the invalid or inapplicable provision will be deemed to have been amended to the extent permitted by law to render it valid and applicable. In place of the invalid provision or to fill the gaps that said invalidity has caused, the Parties agree to apply the legally admissible provision that is closest to what they wanted or would have wanted if they had known from the beginning the defect affecting the provision in question.

ARTICLE 17 ALLOWANCES

It is formally agreed that any allowances by one of the Parties with respect to the clauses and conditions of the Rental Agreement, regardless of the frequency and duration thereof, may never, and in no case, be considered as total or partial waiver of its rights, and the Party concerned may end such allowances at any time without notice if it deems fit.

ARTICLE 18 APPLICABLE LAW AND JURISDICTION

This Rental Agreement is governed by French law.

Any dispute resulting from the validity, formation, interpretation, performance and/or termination of the Rental Agreement will be submitted to the competent courts under the conditions of the French common law (“*droit commun français*”).

ARTICLE 19 AMICABLE SETTLEMENT OF DISPUTES

Pursuant to Article L. 612-1 of the French Consumer Code, *“Every consumer has the right to use a consumer mediator free of charge for the amicable resolution of the dispute between them and a professional”*.

Disputes falling within the scope of application of Article L. 612-1 of the French Consumer Code are disputes defined in Article L. 611-1 of the French Consumer Code, namely disputes of a contractual nature relating to the performance of a sales or service agreement between a consumer and a professional. The code covers national disputes and cross-border disputes.

For any difficulties, the **Owner** is invited to contact LPSA in advance or its after-sales service here: thebox-achat@livingpackets.com.

In the year following the **Owner’s** request to **LPSA**, pursuant to Article R. 616-1 of the French Consumer Code, the **Owner** may have its request examined by a mediator, knowing that a dispute may only be examined by a single mediator, with some exceptions.

The mediator may be contacted using the following contact information: AME Conso, 11 place Dauphine – 75001 PARIS (<https://www.mediationconso-ame.com>).

In accordance with Article 14 of Regulation (EU) No. 524/2013, the European Commission has implemented an online dispute settlement platform, facilitating the extrajudicial settlement of disputes between consumers and professionals of the European Union.

This platform is available at the following link: <https://webgate.ec.europa.eu/odr/>