



**MAILBOX CONTRACT**

between:

The company Versand- und Business Services Kerz e.K. MBE 0098, AUTHORISED FRANCHISEE of Mail Boxes Etc., located in Weißliliegasse 13, 55116 Mainz, Germany (hereinafter referred to as the "MAILBOX PROVIDER") – on one side -

and

Corporate name \_\_\_\_\_  
registered office in: \_\_\_\_\_  
tax code/VAT code \_\_\_\_\_

(hereinafter referred to as the "CUSTOMER") – on the other -

**1. SUBJECT-MATTER**

The MAILBOX PROVIDER will supply the CUSTOMER, upon payment by the CUSTOMER of a fee, with the mailbox service as better specified in point 5 below, located in the shop of the MAILBOX PROVIDER. Access to the service is guaranteed 24 hours a day.

**2. ADDRESS**

**The address which the CUSTOMER uses for the mailbox service should be for example:**

Weißliliegasse 13  
MBE PO Box  
  
D – 55116 Mainz

**3. STANDARD MAILBOX SERVICE**

3.1 Correspondence and/or packages addressed to the Customer at the elected domicile will be held in a special space. The MAILBOX PROVIDER will forward all correspondence once a month to the following address

**Company**  
**Person**  
**Telephone number**  
**Address**  
  
**City**  
**Post Code**  
**Country**

**4. PERSONAL CODE**

For the entire duration of the contract, the CUSTOMER will be assigned a confidential number (personal code). The CUSTOMER is given the personal code and this number is known only to the CUSTOMER and to the MAILBOX PROVIDER's personnel. This personal code will allow the CUSTOMER to identify the space assigned and must not be communicated to third parties. The personal code must only be used by the CUSTOMER in verbal and telephonic communications with the MAILBOX PROVIDER.

**5. AUTHORISATION**

5.1 The CUSTOMER elects domicile at the premises of the MAILBOX PROVIDER for all operations involved in fulfilment of the service of receiving correspondence and packages. For this purpose, the MAILBOX PROVIDER is expressly authorised to carry out the necessary acts to receive correspondence and/or packages in the name of and on behalf of the CUSTOMER.

5.2 The CUSTOMER also authorises the MAILBOX PROVIDER to accept on its behalf all correspondence and/or packages delivered to the elected domicile on the MAILBOX PROVIDER's premises, including, by way of example, registered letters, insured letters, telegrams, special deliveries and postal orders. Packages with dimensions exceeding the size of the space reserved to the CUSTOMER will be held separately by the MAILBOX PROVIDER and may be collected by the CUSTOMER during the opening hours of the MAILBOX PROVIDER's shop. The MAILBOX PROVIDER will not accept cash on delivery mail on behalf of the CUSTOMER, nor any other mail involving charges for the MAILBOX PROVIDER. Should the CUSTOMER refuse to accept all or part of the correspondence addressed to the MAILBOX PROVIDER's premises, it will still

be required to pay all expenses, including those for return of the correspondence to the sender. The MAILBOX PROVIDER is expressly exonerated from all liability deriving from failure to observe trial dates, administrative and tax deadlines relating to the documents received.

5.3 Upon simple request of the CUSTOMER, including by telephone, the MAILBOX PROVIDER is hereby authorised to check whether letters and packages have arrived, open the correspondence and/or packages received, check the contents thereof, read the contents to the CUSTOMER or to another person indicated by the same.

## **6. MAILBOX USAGE**

- 6.1 All Correspondence and/or packages addressed to the CUSTOMER as specified in Art. 2 will be delivered by companies with authorisation to transport and deliver mail and packages.
- 6.2 Upon simple request of the CUSTOMER, including by fax and at the CUSTOMER's expense, the MAILBOX PROVIDER is hereby authorised to re-transmit a copy of correspondence by post, messenger or fax to the address indicated by the CUSTOMER, extract a copy thereof and/or send a copy to other recipients, send answers in the name of the CUSTOMER and according to its instructions, and carry out all operations deemed necessary by the CUSTOMER.
- 6.3 The CUSTOMER may also indicate the fax number of the MAILBOX PROVIDER on its documentation, in order to use the **fax receiving** service with application of the rate indicated in the MAILBOX PROVIDER's price list.
- 6.4 The CUSTOMER may choose between the PRIVATE; BUSINESS and PREMIUM spaces, independently assessing the quantity of correspondence it expects to receive during the contract. Should the MAILBOX PROVIDER decide that the space is insufficient during the contract, it will notify the customer, who will be required to sign a new contract for a larger space.
- 6.5 Companies who are CUSTOMERS may only indicate the MAILBOX PROVIDER's premises as their registered office if they choose the PREMIUM option (with payment of an additional fee).
- 6.6 It remains understood that all legal documents notified to the CUSTOMER at the MAILBOX PROVIDER's premises will be kept in a separate place and delivered, during the opening hours of the MAILBOX PROVIDER's shop, only to the CUSTOMER or to those with the written authorisation of the CUSTOMER. The CUSTOMER will be responsible for periodically querying whether legal documents concerning it have been notified. The MAILBOX PROVIDER will insert a photocopy of the front page of each document received and held in another place in accordance with the above in the CUSTOMER's space. The MAILBOX PROVIDER is expressly exonerated from all liability over trial dates and administrative and tax deadlines relating to the acts received.
- 6.7 The CUSTOMER is allowed to use an alias for receipt of correspondence. In this case, the CUSTOMER releases the MAILBOX PROVIDER from all liability regarding lawfulness of the alias.

## **7. CUSTOMER'S OBLIGATIONS**

The CUSTOMER agrees:

- 7.1 not to notify and/or use addresses other than the one indicated in point 2 above;
- 7.2 not to communicate the personal code assigned to it to others;
- 7.3 to deposit in the space reserved to it or to receive at the MAILBOX PROVIDER's premises correspondence or packages of a total value which does not exceed € 16,00 (sixteen/00);
- 7.4 to notify third parties of termination of the mailbox service when this contract effectively terminates, for whatever reason this occurs;
- 7.5 to exonerate the MAILBOX PROVIDER from all liability which may derive from damages, requests or actions of any type arising from or connected to use of the reserved space;
- 7.6 to exonerate the MAILBOX PROVIDER from all liability deriving from damages or losses, whatever their origin, caused to the contents of the reserved space or the assets of the CUSTOMER being held on the MAILBOX PROVIDER's premises which do not prove to be attributable to gross negligence on the part of the MAILBOX PROVIDER;
- 7.7 to exonerate the MAILBOX PROVIDER from all liability connected to violations of the law by the CUSTOMER.

## **8. MAILBOX PROVIDER'S OBLIGATIONS**

- 8.1 The MAILBOX PROVIDER will be responsible to the CUSTOMER for any damage to the contents of the reserved space or assets belonging to the CUSTOMER and held at the MAILBOX PROVIDER's premises when this proves to be attributable to gross negligence on the part of the MAILBOX PROVIDER, to the maximum amount of EURO 16,00 (sixteen/00).
- 8.2 The MAILBOX PROVIDER agrees to keep the CUSTOMER's reserved space in good condition.
- 8.3 The MAILBOX PROVIDER agrees to maintain the list of CUSTOMERS confidential, with the exception of legal requirements and orders received from government authorities. Personal data will be used in relation to fulfilment of this contract and for sending of business proposals relating to the services and products offered by the Mail Boxes Etc. network and to activities connected thereto, even if carried out by others. The CUSTOMER is ented to object to use of its personal data for business purposes simply by notifying the MAILBOX PROVIDER.
- 8.4 The MAILBOX PROVIDER agrees to place the correspondence received and addressed to the elected domicile in the CUSTOMER's reserved space.

8.5 The MAILBOX PROVIDER authorises the CUSTOMER to indicate the MAILBOX PROVIDER's address and fax number in personalised form on the CUSTOMER's documentation, as well as the telephone number if the PLUS or PREMIUM options are chosen.

**9. DURATION**

The mailbox service will last months, starting from the day when this contract is signed and ending without the need for notice of cancellation.

Any unclaimed correspondence held by the MAILBOX PROVIDER on the date when the contract expires will be kept at the CUSTOMER'S disposal for a maximum of 30 days, after which it will be returned to the sender, on the CUSTOMER'S request and at the CUSTOMER'S expense. If this period passes without the CUSTOMER requesting sending at its expense of the above correspondence, the MAILBOX PROVIDER is hereby expressly authorised by the CUSTOMER to destroy said correspondence.

**10. FEE**

The mailbox service fee for the contract period referred to is for a business box, which will be paid in advance by the CUSTOMER on signing the contract.

**11. EXPRESS CANCELLATION CLAUSE**

11.1 This contract may be cancelled by the MAILBOX PROVIDER for serious motives, including, by way of example:

- use of the CUSTOMER's reserved space for illegal activities;
- notification by the CUSTOMER and/or use by senders of addresses other than the one indicated in point 3 above;
- notification by the CUSTOMER to others of the personal code assigned;
- use by the CUSTOMER of the reserved space for receiving an unreasonable amount of correspondence;
- receiving of an unreasonable number of fax pages and/or, in the case of the Plus and Premium options, telephone messages;
- failure to observe the requirements of this contract.

Notification of cancellation will be sent to the CUSTOMER's address indicated in this contract.

In the case of cancellation of the contract by the MAILBOX PROVIDER, unclaimed correspondence and correspondence arriving in the 30 days prior to cancellation of the contract will be kept at the CUSTOMER's disposal for the 30 days following cancellation. Following this, the MAILBOX PROVIDER is hereby expressly authorised by the CUSTOMER to destroy said correspondence.

Date

**THE CUSTOMER**

**IN THE CASE OF A COMPANY:**

Corporate name: _____	Registered office in:
City _____	
Post code _____	Prov. _____
Street _____ No. _____	
Telephone _____ / _____	Fax _____ / _____

**Documents to be attached to this contract:** (by fax)

- Photocopy of the Chamber of Commerce certificate (in the case of a company).

Date

**THE CUSTOMER**

The CUSTOMER'S personal code (which will be known only to the CUSTOMER and the MAILBOX PROVIDER) is: