

# BUSINESS TERMS AND CONDITIONS FOR LEASE OF SAFE DEPOSIT BOXES

**UniCredit Bank**

**Czech Republic and Slovakia, a.s.**

## ARTICLE 1 BASIC PROVISIONS

1. These Business Terms and Conditions for Lease of Safe Deposit Boxes (hereinafter referred to as the **“Business Terms and Conditions”**) are the business terms and conditions of UniCredit Bank Czech Republic and Slovakia, a.s., Želetavská 1525/1, 140 92 Prague 4 – Michle, Company Registration No.: 649 48 242, registered in the Companies Register of the Municipal Court in Prague, Section: B, File No.: 3608, during performance of banking activities in the Slovak Republic through UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky, Šancová 1/A, 813 33 Bratislava, Company Registration No.: 47 251 336, registered in the Companies Register of Municipal Court Bratislava III, Section: Po, File No.: 2310/B (hereinafter referred to as the **“Bank”**), regulating the legal relationships between the Bank and its clients as lessees during the lease of safe deposit boxes.
2. These Business Terms and Conditions form an integral part of, and determine a part of content of, the Safe Deposit Box Lease Agreement (hereinafter referred to as the **“Agreement”**) concluded between the Bank and the client (hereinafter referred to as the **“Client”**) in respect of the lease of the safe deposit box (hereinafter referred to as the **“Box”**).
3. Unless these Business Terms and Conditions determine otherwise, provisions of the General Business Terms and Conditions for the Performance of Banking Deals (hereinafter referred to as the **“GBTC”**) shall also apply mutatis mutandis to the contractual relationship established between the Bank as the lessor and the Client as the lessee in respect of the lease of the Box.

## ARTICLE 2 BASIC TERMS AND CONDITIONS FOR LEASE OF THE BOX

1. The Bank shall lease the Box for depositing valuables and documents (hereinafter referred to as the **“Valuable Items”**) based on the Agreement concluded between the Bank and the client as the lessee (hereinafter referred to as the **“Lessee”**). The Bank provides the service of lease of Boxes only at selected points of sale.
2. The Lessee may be an individual or legal entity. The Contract is concluded for an indefinite period of time.
3. When entering into the Agreement, the Lessee shall confirm takeover of a certain number of keys from the client lock of the Box in a special protocol on takeover/handover of keys to the Box (Protocol). The Bank may make the handover of the keys conditional on the deposit.
4. The Client shall have no legal claim for conclusion of the Agreement and the Bank shall have the right to refuse a request for conclusion of the Agreement without stating its reasons.
5. The Lessee cannot use the Box for depositing cash, firearms, ammunitions, explosive items, highly inflammable and combustible, chemicals, explosives, life-threatening substances and substances harmful to health, poisons, precursors, radioactive and nuclear material, perishable items, items deriving from crime and other items the depositing of which would contradict generally binding legal regulations.
6. Prior to locking the Deposit Box, the Bank is entitled to satisfy itself, in the presence of the Lessee or its proxy, as to the Lessee's compliance with the agreed terms and conditions.
7. The Bank shall not be liable to the Lessee for damage to items deposited in the Deposit Box contrary to this Article.

## ARTICLE 3 RENT AND OTHER COSTS

1. The fee for leasing the Box is established in the relevant price list of the Bank (depending on the client segment in which the Bank included the Lessee) (hereinafter referred to as the **“Price List”**) and the amount thereof depends on the term of lease, volume of the leased Box and the agreed insurance benefit limit. If the Agreement is concluded in the course of a year, the Lessee shall pay a pro-rata amount of the fee for lease of the Box per each commenced month of the term of the Agreement.
2. Unless agreed otherwise in the Agreement, the fee for lease of the Box, including the insurance fee or other fees, shall be established by the currently valid Price List (hereinafter collectively referred to as the **“Fees”**). The Bank shall have the right to unilaterally amend the Price List in the course of the contractual relationship of the Lessee and the Bank for reasons referred to in the GBTC and/or in the Agreement.
3. Fees shall be due beforehand, for the first time on the date of conclusion of the Agreement and, afterwards, always on the first bank working day of the following calendar year for a period of this following calendar year, save for the Fees due upon execution of an act which is subject to charges.
4. The Lessee shall pay the Fees depending on the arrangements in the Agreement. The Bank shall collect, on the due date, the amount due to the debit of the Lessee's account in the Bank specified in the Agreement.
5. The Bank is not obliged to allow access to the Box, provided the Lessee is late in paying the Fees. The Lessee is obliged to ensure that the account specified in the Agreement for the purposes of payment of the Fees (hereinafter referred to as the **„Fees Account“**) contains enough funds to pay the Fees in a proper manner on the due date. If the available balance of funds on the Fees Account is not sufficient for payment of the Fees in full, the Bank is entitled to charge the Fees Account also beyond the amount of the credit balance, causing an unauthorised overdraft of the Account.

The Lessee is obliged to offset the unauthorised overdraft in the Fees Account without undue delay. Delay in paying the Fees for more than 30 days is believed to be an infringement of the Agreement, based on which the Bank may terminate the Agreement with immediate effect.

6. The Lessee of the Box shall bear all costs and taxes arising from the contractual relationship in respect of leasing the Box.
7. To secure the Lessee's obligation to pay the Fees in a due and timely manner, the obligation to return the keys to the Box in an intact condition and to secure other obligations of the Lessee under the Agreement and these Business Terms and Conditions, the Bank may claim advance payment from the Lessee (hereinafter referred to as the **"Deposit"**) in an amount agreed in the Agreement or in an amount established in the Price List. The Deposit shall be paid by the Lessee together with the Fees being paid for the first time, to the credit of the Fees Account or to the credit of another account determined by the Bank. The Bank shall not allow the Lessee to dispose of the Deposit during the term of the Agreement. If the Deposit or part thereof is used, the Bank shall claim supplementation thereof from the Lessee. When the Agreement expires, unless the Deposit has been used, the Bank shall return the Deposit to the Lessee together with the rent unearned (if any).

## ARTICLE 4 DISPOSAL OF THE BOX

1. The Bank shall allow access to the Box to the Lessee or individuals who have been granted a written power of disposal by the Lessee (a power of disposal over Valuable Items), always subject to a proper identification of such person, presentation of a key to the Box and disclosure of a password, if agreed.
2. The Lessee may grant the power of disposal only in writing on a special form of the Bank, where the authorised person includes his/her specimen signature (the mentioned document shall hereinafter be referred to as the **"Specimen Signature"**). In the Specimen Signature, a password the disclosure of which is a precondition for access to the Box may be designated. Any change in the Specimen Signature data, including a change of password, shall be made by the Lessee in writing. The Specimen Signature, as well as any change thereof shall take effect from the next bank working day following the disclosure thereof to the Bank.
3. The Bank shall allow access to the Box during the business hours of the Bank's point of sale where the Box is located.
4. Prior to accessing the Box, the authorised person must show a valid proof of identity, fill in a visitor's card and sign it in line with the specimen signature included in the Specimen Signature, and present a key to the client lock of the Box.
5. Provided the access to the Box is password protected and the person claiming access to the Box does not know the password, the Bank shall not allow access to the Box. The forgotten password shall be notified by the Bank solely to the Lessee of the Box, on the Lessee's written request.
6. The Bank shall ensure discreet handling of the content of the Box for the authorised person, except where the Bank suspects that the Box contains prohibited (not permitted) Valuable Items.
7. In order to maintain safety, all persons with permitted access to the Box must follow the regulations of the Bank or the Bank's employee.
8. The Box is unlocked using a bank key and a client key together. The Box is usually locked using a client key only. The Lessee shall be liable for proper locking of the Box when leaving the safe deposit room.
9. If the Box is damaged due to improper handling by the Lessee or persons authorised by the Lessee, the Lessee shall be liable for the damage in full and it is obliged to compensate the Bank for such damage.
10. The Lessee is obliged to inform the Bank, in writing and without undue delay, of losing or damaging the key to the Box. The same applies mutatis mutandis to notifying the loss of identification documents of the Lessee or persons authorised by the Lessee. If the Lessee informs the Bank of a loss or damage of key, the Bank shall allow access to the Box only to the Lessee, asking the Lessee to provide cooperation as to exchanging the lock within a deadline specified by the Bank. Provided the Lessee informs the Bank of a loss of the key to the Box, the Bank shall request the Lessee to provide cooperation (for participation) in an expert emergency opening of the Box within a deadline determined by the Bank (hereinafter referred to as the **"Emergency Opening of the Box"**).
11. The Lessee shall be liable for the damage incurred due to the loss or misuse of the key. The failure to meet this notification obligation by the Lessee as to the loss of the key/keys shall mean serious infringement of the contractual terms and conditions, based on which the Bank may terminate the Agreement with immediate effect.
12. The Bank shall carry out the Emergency Opening of the Box only in the presence of the Lessee or a person particularly authorised by the Lessee. The costs of exchanging the Box's lock, as well as the costs of Emergency Opening of the Box shall be borne by the Lessee in full. The Bank is entitled to collect the amount of the associated actual costs from any Lessee's account in the Bank, or the Bank is entitled to use the Deposit funds to pay the costs of Emergency Opening of the Box. Provided no Deposit is paid, the Bank may claim adequate payment prior to the Emergency Opening of the Box in order to pay the costs.
13. The impossibility to use the Box due to a loss or damage of key shall be without prejudice to the obligation to pay the Fees. If, following the Emergency Opening of the Box, the Lessee finds the key to the Box, it is obliged to return it to the Bank immediately.
14. If the Bank learns that the Lessee – an individual – has died, it shall not provide access to the Box to a third party. The Bank shall allow disposal of the Box according to instructions of the court or another body conducting the inheritance proceedings.

## ARTICLE 5 RIGHTS AND OBLIGATIONS OF THE BANK AND THE LESSEE

1. When operating the Boxes, the Bank shall take all the necessary professional care in order to ensure a secure environment in the safe deposit premises, as well as to protect the Lessee when accessing and handling the Box.
2. The Bank is neither aware of the content of the Box nor does it keep records of the same.
3. In cases where there is reason for suspecting that the Lessee or a person authorised by the Lessee deposited in the Box items whose deposition is prohibited under these Business Terms and Conditions or under the Agreement, the Bank shall be entitled to call on the Lessee or another authorised person to open the Box. In this case, the Lessee is obliged to visit the point of sale where the Box is located in order to open the Box on grounds of verification of performance of obligations following for the Lessee from the Agreement and from these Business Terms and Conditions.
4. The Lessee may not sublease the Box to another person.
5. The Lessee may not deposit in the Box items/Valuable Items whose deposition is prohibited by the Agreement or these Business Terms and Conditions.
6. As for the content of the Box and measures inside the Box, the Lessee is obliged to ensure that its content is not affected by humidity, chemical, physical or other actions, and that its condition does not endanger or damage foreign property, and the Lessee shall be liable for all potential damage occurred in this manner. Damage to the content of the Box, the cause of which lies beyond the Box itself, shall be reported by the Lessee to the Bank immediately after discovering them.
7. Provided the Lessee uses the Box for depositing items whose deposition contradicts the arrangements in the Agreement or these Business Terms and Conditions, it shall be liable for all damage to the items, even if it is not aware of the dangerous characteristics of the items it is depositing. The Lessee is obliged to compensate the Bank or another aggrieved party for such damage.
8. The Lessee is not entitled to bring guns, explosives, chemicals, camera, camcorder or other device capable of making an audio or video record in the premises where the Box is located. The Lessee is not entitled to make any video or audio record in the premises of the Bank.

## ARTICLE 6 LIABILITY AND INSURANCE

1. The Bank shall ensure insurance of the content of the Box under an insurance policy with a selected insurer. Unless the Agreement determines otherwise, the content of each Box is insured up to the amount of the minimum insurance benefit limit established in the Price List. When entering into the Agreement, the Lessee shall decide, at its own discretion, whether the minimum insurance benefit limit established by the Bank in the Price List is sufficient for its needs, and if not, the Lessee and the Bank may agree in the Agreement on a higher insurance benefit limit, however, up to no more than the amount of the maximum insurance limit of the Box which is established by the Bank in the Price List. Increase of the minimum insurance benefit limit is subject to a special Fee according to the Price List.
2. Liability for damage to the deposited Valuable Items incurred by the Lessee is limited by the amount of the insurance benefit limit established in the Agreement.
3. The Lessee is obliged to inform the Bank immediately of potential damage to the Valuable Items deposited in the Box, and in any even before it takes them away from the safe deposit room. The burden of proof of damage to the Valuable Items shall be borne by the Lessee.

## ARTICLE 7 OPENING OF THE BOX WITHOUT THE LESSEE'S PRESENCE

1. The Bank shall be entitled to open the Box without the Lessee's presence and in the presence of a notary (hereinafter referred to as the "**Commissional Opening of the Box**"), provided:
  - 1.1 the Lessee fails to provide the Bank with cooperation it is obliged to provide under the Agreement or these Business Terms and Conditions, even despite a repeated request of the Bank,
  - 1.2 the Bank has reasonable grounds for suspecting that the Valuable Items deposited in the Box face danger of damage or that there is general danger of damage on grounds of depositing the Valuable Items in the Box,
  - 1.3 the Agreement has expired and the Lessee failed to meet its obligations relating thereto, or
  - 1.4 The Bank is obliged to take such action based on generally binding legal regulations or final decision of a competent court.
2. Minutes on the Commissionally Opening of the Box shall be prepared. Valuable Items deposited in the Box may be stored by the Bank in a separate safe deposit or in another appropriate manner. The Bank shall inform the Lessee by registered mail of the location of subsequent deposition of the content of the Box after commissionally opening thereof. Costs of the Commissionally Opening of the Box shall be borne by the Lessee and the Bank may use the Deposit to pay the associated costs for this purpose. The Lessee undertakes to pay the Bank a fee in the amount established by the Price List, starting from the date of subsequent deposition of the content of the Box.
3. By the Commissionally Opening of the Box, the Agreement, including insurance of the Valuable Items, shall expire.

## ARTICLE 8 EXPIRATION OF CONTRACTUAL RELATIONSHIP

1. The Agreement shall expire:
  - 1.1 upon lapse of the period for which the lease of the Box is agreed,
  - 1.2 upon agreement of the Parties,
  - 1.3 by notice filed by the Lessee, even without stating the reasons, with effect as of the date of delivery of the notice to the Bank, provided other terms and conditions established by this Agreement are met,
  - 1.4 by notice filed by the Bank, even without stating the reasons, with one-month notice period, which shall start to run on the first day of the calendar month following the delivery of the notice to the Lessee or on the date of effect of the delivery,
  - 1.5 by notice filed by the Bank with immediate effect in the case of infringement of the contractual terms and conditions by the Lessee,
  - 1.6 for other reasons specified in the Agreement, GBTC or in these Business Terms and Conditions.
2. If the contractual relationship expires, the Lessee is obliged to empty the Box, hand over all the keys received by it to the Bank and pay its due liabilities to the Bank (if any). Should the Lessee fail to meet these obligations within an additional period determined in a written request of the Bank, the Bank shall have the right to charge the Lessee, besides the agreed Fees, also the sanction surcharge (increased Fee) in an amount established by the Price List. This shall be without prejudice to the Bank's right to Commissioned Opening of the Box.
3. If the Agreement is terminated by the Lessee, the notice shall take effect on the supposition that the Lessee empties the Box, returns all the keys received by it to the Bank and pays its due liabilities to the Bank (if any).
4. Unless agreed otherwise, the Lessee shall be entitled, in the case of early termination of this Agreement, to have the unearned Deposit (is agreed) and the pro-rata amount of the Fees (unearned rent) paid beforehand returned. The Bank shall refund the mentioned amounts to an account specified by the Lessee within 15 days after notification of the account.
5. Based on expiration of the Agreement, insurance of the content of the Box shall expire as well. If, after expiration of the Agreement, the content of the Box is not collected by an authorised person and the keys are not returned, the Bank is obliged to act in line with Article 7 hereof. After the lapse of the statutory limitation period, the Bank is entitled to use the deposited items or proceeds therefrom to settle the Bank's receivables towards the Lessee in relation to the deposition.

## ARTICLE 9 FINAL PROVISIONS

1. Mutual rights and obligations of the Bank and the Lessee not explicitly regulated by these Business Terms and Conditions or the Agreement shall be governed by the GBTC.

In the case of discrepancy between the provisions of these Business Terms and Conditions, the Agreement and GBTC, the provisions of the Agreement and of these Business Terms and Conditions shall prevail.
2. Relationships between the Bank and the Lessee shall be governed by the business terms and conditions applicable at the current time. The Bank shall publish the valid wording of the Business Terms and Conditions on its web page and in its publicly available premises.
3. If the last day of any deadline determined by the Agreement or these Business Terms and Conditions falls on a day which is not a bank working day, the last day of the deadline shall be the following bank working day.
4. These Business Terms and Conditions shall enter into force on **1 April 2023** and supersede the Business Terms and Conditions for Lease of Safe Deposit Boxes of 1 March 2019.