
TERMS AND CONDITIONS

FOR LEASE OF SAFE

DEPOSIT BOXES

UNICREDIT BANK

CZECH REPUBLIC, A.S.

PREAMBLE

On the basis of a written AGREEMENT ON LEASE OF A SAFE DEPOSIT BOX (hereinafter referred to as the "Agreement"), UniCredit Bank Czech Republic, a.s., Želetavská 1525/1, P.O. Box 421, 111 21, Prague 4–Michle, Company ID No. 64948242, entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, file 3608 (hereinafter referred to as the "Bank") leases lockable safe deposit boxes located in the safe deposit rooms or safe deposit cabinets of the Bank (hereinafter referred to as the "box") for the purpose of depositing valuables and documents that the lessee (hereinafter referred to as the "Lessee") wishes to deposit in the box under the Bank's protection according to the following conditions:

I. INTRODUCTORY PROVISIONS

1. On the basis of the Agreement concluded between the Lessee and the Bank, the Bank shall provide to the Lessee a box in such condition allowing for its proper use for the agreed purpose. By signing the Agreement, the Lessee acknowledges having taken over the box in such condition.

2. The lease of the box is agreed for an indefinite period of time. The Lessee and the Bank are entitled to terminate the lease of the box in the method and under the conditions stated in Article IX of these Terms and Conditions.

3. Any and all legal relationships concerning the origin, duration and termination of the leasing relationship under the Agreement that are not expressly regulated in the Agreement shall be governed by the Terms and Conditions. For the purposes of these Terms and Conditions, the Bank and the Lessee with whom the Bank concluded the Agreement shall be referred to jointly as the "contracting parties".

4. The Bank reserves the right to deny conclusion of the Agreement without providing a reason.

II. BASIC RIGHTS AND OBLIGATIONS OF THE LESSEE; JOINT LEASE

1. The Lessee is entitled to use the box for depositing valuables and documents, but not for depositing arms, ammunitions, explosives, highly inflammable or otherwise dangerous items, perishable items, or items the depositing of which would contradict generally binding regulations or the common interest.

2. The Lessee is obliged to ensure that the box and items deposited therein are not damaged due to reasons particular to the deposited items, such as humidity, rust or chemical reaction.

3. Except in those cases stated in the provisions of Article VI, paragraph 9 of the Terms and Conditions, the Bank does not ascertain what items are deposited in the box. The Bank does not maintain a record of the items deposited in the box. Using the box for depositing items excluded by the

Terms and Conditions constitutes a material breach of the Agreement.

4. The Lessee is obliged to inform the Bank in writing and without delay of all changes to data that are legally relevant for any change or termination of the contractual relationship under the Agreement.

5. Subletting of the box is not permitted.

6. The box may be leased jointly by multiple Lessees (hereinafter referred to as the "joint lessees"). In such case, the Agreement is signed by all joint lessees. The rights and obligations of the Lessee under the Agreement and the Terms and Conditions shall apply to all joint lessees, except as stated otherwise hereafter. The joint lessees have the same rights and obligations. The mutual obligations and agreements between the joint lessees have no effects on the Bank. Any agreement causing a change to the rights and obligations under the Agreement must be agreed upon by all joint lessees.

III. RENT AND OTHER COSTS

1. The cost of leasing the box (hereinafter referred to as the "rent") is established in the Bank's Price List (hereinafter referred to as the "Price List") in the relevant section according to the legal nature of the Lessee. The rent amount is stated in the Price List according to box size. The Lessee is obliged to pay the rent in accordance with the Agreement and the Terms and Conditions.

2. The current Price List is available at the Bank's publicly accessible operating premises and on its website.

3. The rent is payable upon conclusion of the Agreement and monthly/annually thereafter in advance as at the first calendar day of the respective calendar month/year, unless agreed otherwise by the contracting parties. If the due date falls on a Saturday, Sunday or holiday, the due date shall be regarded as the next business day of the respective calendar month/year.

4. Monthly rent always is paid in the amount per calendar month stated in the Price List even if the Agreement was concluded during the course of a given month. Annual rent is paid in the amount per calendar year stated in the Price List. If the Agreement is concluded in the course of a calendar year, the amount of rent is the aliquot part of the rent per calendar year pursuant to the Price List for each calendar month commencing in the respective calendar year in which the contractual relationship was in existence.

5. By signing the Agreement, the Lessee agrees that the rent will always be debited from the Lessee's current account eligible for that purpose that the Bank maintains for the Lessee and which the Lessee will specify in the Agreement (hereinafter referred to as the "Account"). Joint lessees shall specify an Account in the Agreement. If as at the date of signing the Agreement the Bank does not maintain a current account for the Lessee that is eligible for settling the rent, the Lessee

is obliged to conclude an account contract with the Bank on the basis of which the Bank will establish the Account for the Lessee, and that no later than concurrently with the conclusion of the Agreement.

6. The Lessee is obliged to ensure that the funds available in the Account are always sufficient to settle the rent. In the case that the available funds are not sufficient to settle in full the Bank's receivables due from the Lessee in relation to the rent, the Bank is entitled to debit from the Account the difference between the amount of available funds and the amount of the Bank's receivables related to the rent and the Lessee is obliged to settle this debit balance, i.e. the amount not covered by the funds deposited on the Account, immediately. Failure to fulfil the obligation to settle the debit balance under this paragraph of the Terms and Conditions, even after a call for payment from the Bank, constitutes a material breach of the Agreement.

7. Costs and taxes arising from or in relation to the contractual relationship established by the Agreement shall be borne by the Lessee.

IV. ACCESS TO THE BOX

1. Upon signing the Agreement, the Lessee is obliged to duly complete the specimen signature form and submit it to the Bank. Authorisation to access the box and to handle the items therein (hereinafter also referred to jointly as "access to the box") is given to the Lessee and, as the case may be, to another person authorised to have access to the box in the signature specimen submitted by the Lessee to the Bank (referred to above and hereinafter as a "person in the signature specimen").

2. In order to gain access to the box, the Lessee and, as the case may be, a person in the signature specimen are obliged: to submit to the Bank's employee (i) valid documents proving their identity and (ii) the key to the respective box, (iii) to fill in a visitor's card (iv) including the access password to the box, if such password was designated by the Lessee in the signature specimen, and (v) to sign the duly completed visitor's card in accordance with the specimen signature given on the specimen signature form.

3. A person (referred to above and hereinafter as the "authorised person") other than the Lessee or the person in the signature specimen is authorised to have access to the box only on the basis of a special power of attorney granted to that person for such act by the Lessee and containing the officially verified signature of the Lessee, unless the power of attorney is granted at the Bank. The authorisation for access to the box stipulated in the power of attorney must apply to an unequivocally designated box and may not contain restrictive instructions (for example, limitation on the right to remove only certain items from the box, etc.), otherwise the Bank will not permit the acts of the authorised person. For the purposes of the Terms and Conditions, the person in the signature specimen and the authorised person shall also be jointly referred to as "entitled persons".

4. In order to gain access to the box, the authorised person is obliged to submit to the Bank's employee (i) the special power of attorney, (ii) a valid document proving his or her identity, and (iii) the key to the respective box, (iv) to fill in a visitor's card (v) including the access password to the box, if such password was designated by the Lessee in the signature specimen, and (vi) to sign the duly completed visitor's card in his or her own hand.

5. In addition to the Bank's authorised employees, the safe deposit room or the room in which the safe deposit cabinet is placed (hereinafter jointly referred to as the "safe deposit room") can be accessed only by the Lessee and/or entitled persons, and only after fulfilling the conditions stated in paragraph 2, or paragraph 4, of this Article of the Terms and Conditions. The Lessee and, as the case may be, the entitled persons are entitled to have access to the box only during the business hours stipulated by the Bank and accompanied by the Bank's employee solely for the purpose of his or her cooperation in unlocking the box. The Bank is entitled to deny an authorised person access to the safe deposit room if the Bank has doubts as to the credibility of the power of attorney or any other doubts about the authorised person's authorisation to access the box.

6. The Bank does not monitor what items are deposited in or removed from the box, nor does it monitor how the items deposited in the box are handled during access to the box. The Bank does not maintain a record of transactions with items in the box.

7. The Lessee is obliged to carry out the establishment of a new signature specimen as well as any change to the signature specimen, including a change or cancellation of a person in the signature specimen, in writing on the Bank's designated form.

A new signature specimen and likewise any change thereto become effective for the Bank on the day following the day of delivery of the new or changed specimen signature form to the Bank, unless agreed otherwise.

8. Each of the joint lessees is entitled to independent access to the box, unless agreed otherwise.

9. In the case of joint lease, all joint lessees together are able to authorise access to the box in the signature specimen or through a special power of attorney. The signatures of all persons on a special power of attorney must be officially verified, unless the power of attorney is granted at the Bank. The contracting parties agree that the granting of a power of attorney by joint lessees as well as any changes or the withdrawal of such power of attorney are not routine matters. A change to a power of attorney granted by joint lessees as well as withdrawal thereof must therefore be done by all joint lessees together, or such act is invalid.

10. Authorisation based on a special power of attorney granted by all joint lessees together as well as authorisation based on the signature specimen granted by them together shall not be affected by the death of any of the joint lessees.

V. LIABILITY AND INSURANCE

1. The Bank undertakes to provide the box to the Lessee in a condition allowing for its use for the agreed purpose such that the condition of the box in which it was turned over to the Lessee as at the day of concluding the Agreement would not cause damage to the items deposited therein.

At the same time, the Bank undertakes to ensure a secure environment in the area of the safe deposit room through its organisational and technical measures in order to protect the safe deposit room and the boxes therein as well as to protect the Lessee when accessing and handling the box to such extent as is common for this banking service.

2. The Bank undertakes to insure the box placed in the safe deposit room to the limit of the insurance benefit agreed in the Agreement, though to a maximum final limit of CZK 500,000 (in words: five hundred thousand Czech crowns) for the entire duration of the contractual relationship under the Agreement. All decisions in relation to the insurance of the box are at the sole discretion of the Bank.

3. The Lessee is obliged to report to the Bank any damage to items deposited in the box before they are taken out of the safe deposit room. The burden of proof of damage to the items deposited in the box shall be borne by the Lessee. If the Lessee proves that he or she incurred damage to items deposited in the box, the insurer shall pay the Lessee an insurance benefit corresponding to the amount of the damage demonstrably incurred, though no greater than the insurance benefit limit arranged in the Agreement. The Lessee may not deposit into the box valuables and documents in a value exceeding the amount of the insurance benefit limit arranged in the Agreement.

4. The Lessee is fully liable for damage to items deposited in the box due to his or her failure to inform the Bank immediately as to the loss of a key, damage caused by handling the items deposited in the box during an entitled person's access to the box, as well as damage incurred due to negligent safekeeping of the items in the box or due to circumstances originating from the nature of the deposited items.

VI. OPENING AND CLOSING THE BOX

1. With the exception of those cases under Article VII of these Terms and Conditions, the box may be opened only by the Lessee or, as the case may be, an entitled person in cooperation with the Bank.

2. To protect the items deposited by the Lessee in the box, the box is secured: (i) by its being locked by the Lessee or, as the case may be, an entitled person and subsequently (ii) by being locked by the Bank's employee in the manner corresponding to the respective type of box. The Lessee is responsible for properly locking the box and therefore should check that the box has been properly locked before leaving the safe deposit room.

3. The Bank shall lend the Lessee keys to the box depending on the type of box: one key or, for boxes to which two keys

are provided by the manufacturer, two keys. The number of keys lent by the Bank shall be stated in the Agreement. By signing the Agreement, the Lessee confirms that he or she has received the stated number of keys and that the keys are free of any defects.

4. Joint lessees shall designate in the Agreement to which of them the Bank shall provide the key, or keys, to the box. All joint lessees are liable jointly and severally for the loss of a key. As at the date of lapse of an Agreement with joint lessees, the Bank is entitled to request any of the joint lessees to return the key(s) to the Bank.

5. To borrow (a) key(s) to the box, the Lessee is obliged to deposit funds in the amount according to the Price List (hereinafter referred to as the "security deposit"). The Bank shall provide the key(s) to the box upon the Lessee's payment of the security deposit. The Lessee agrees that the security deposit will be paid by the Bank's debiting the Account.

The Lessee is obliged to ensure that sufficient funds are available in the Account to pay the security deposit. If the available funds are not sufficient to pay the full amount of the security deposit, then the Bank is entitled to debit the Account by the difference between the amount of available funds and the amount of the security deposit and the Lessee is obliged immediately to settle this debit balance, i.e. the amount not covered by the funds deposited on the Account.

6. The Lessee is obliged to inform the Bank without delay of the loss of a key, even of just one of two borrowed keys. The notice of loss of a key must be made in writing. In such case, the Bank shall ensure the following: (i) expert emergency opening of the box, (ii) change of the lock, and (iii) the making of a new key (hereinafter also jointly referred to as "emergency opening of the box"). Failure to fulfil the obligation to report the loss of a key without delay pursuant to this paragraph of the Terms and Conditions constitutes a material breach of the Agreement.

The Bank shall request the Lessee in writing to appear at the Bank's respective branch at the designated date for the expert emergency opening of the box. The Bank shall carry out the expert emergency opening of the box only in the Lessee's presence.

7. The Lessee shall cover the full costs of the emergency opening of the box. In the case of performing an emergency opening of the box, the Bank is entitled to use the security deposit to cover the associated costs. At the same time, the Lessee is obliged to pay the Bank, upon its written request, a reasonable advance payment for the costs associated with the emergency opening of the box.

8. If the Lessee finds the key to the box after the emergency opening of the box is carried out, the Lessee is obliged to return the key to the Bank without delay.

9. If the Bank has good cause to believe that the box is used to deposit items excluded by the Terms and Conditions, the Bank shall request the Lessee in writing, stating the grounds for the request, to provide his or her cooperation in opening

the box. In such case, the Lessee is obliged to appear at the designated date at the Bank's branch where the box is located for the purpose of opening the box to verify the Lessee's proper fulfilment of the rights and obligations resulting from the Agreement.

VII. OPENING OF THE BOX WITHOUT THE LESSEE'S PRESENCE

1. In those cases stated in the provisions of paragraph 2 of this Article of the Terms and Conditions, the Bank is entitled to open the box by force in the presence of three employees of the Bank designated by the Bank for that purpose and without the Lessee's being present (referred to above and hereinafter as "commissional opening of the box").

The Bank shall draw up a report on the commissional opening of the box. Then the Bank shall ensure the content of the box is deposited at an appropriate and secured place. The Lessee shall be charged all purposefully expended costs connected to the commissional opening of the box, especially the costs of forcibly opening the box, depositing the items, replacing the lock, producing (a) new key(s), etc.

2. By signing the Agreement, the Lessee agrees that the Bank is entitled to execute the commissional opening of the box if:

- (a)** the Lessee fails to provide the Bank cooperation pursuant to the provisions of Article VI, paragraph 6 of the Terms and Conditions, even after the Bank's repeated requests.
- (b)** the Lessee fails to provide the Bank cooperation pursuant to the provisions of Article VI, paragraph 9 of the Terms and Conditions, even after the Bank's repeated requests.
- (c)** the Bank has good cause to believe that the items deposited in the box face an imminent danger of damage or, as the case may be, such imminent danger of damage exists due to the character of the items deposited in the box. Furthermore, the Bank may do so immediately upon identifying the imminent danger without the obligation to request the Lessee's cooperation. This shall not affect the provisions under Article II, paragraph 3 and Article IV, paragraph 6 of the Terms and Conditions.
- (d)** the Lessee fails to fulfil its obligations as described in the provisions of letters (a) and (b) of paragraph 2 of Article IX of the Terms and Conditions in relation to the agreement on lapse of the effectiveness of the Agreement, or the termination of or withdrawal from the Agreement by either contracting party, even after the Bank's repeated requests.
- (e)** the joint lessees fail to fulfil the obligations under paragraph 5 of Article VIII of the Terms and Conditions, even after the Bank's repeated requests.
- (f)** the Bank is obliged to do so in accordance with the generally binding legal regulations.
- (g)** the Bank is obliged to do so on the basis of a legitimate decision of a competent authority.

VIII. DISSOLUTION OF THE LESSEE – LEGAL ENTITY; DEATH OF THE LESSEE – INDIVIDUAL

1. If the Lessee – legal entity is being dissolved and has no legal successor, the Bank shall provide the liquidator of the Lessee – legal entity access to the box as soon as the liquidator (i) credibly proves to the Bank his or her appointment as the Lessee's liquidator, (ii) submits to an employee of the Bank a valid proof of his or her identity, (iii) hands over to the Bank's employee the key(s) to the respective box, and (iv) duly completes and signs in his or her own hand a visitor's card, solely for the purpose of emptying the box and its handover to the Bank.

As at the day of emptying the box and handing over the key(s), the effectiveness of the Agreement ends for the Bank. The Bank is obliged to return the security deposit without undue delay after receiving the key(s) by crediting it to the Account.

If the liquidator does not have the key(s), the Bank shall carry out an emergency opening of the box. The effectiveness of the Agreement then ends as at the day of performing the emergency opening and complete emptying of the box. In such case, the security deposit is used to cover the costs associated with the emergency opening of the box. The Lessee, i.e. the legal entity in liquidation, is obliged to pay the Bank, upon its written request, a reasonable advance payment for the costs associated with the emergency opening of the box.

2. If the Lessee – legal entity is being dissolved and has a legal successor (hereinafter referred to as the "successor"), the Bank shall provide the persons authorised to act on the successor's behalf access to the box as soon as they (i) credibly prove to the Bank the legal successorship of the successor, (ii) credibly prove to the Bank their authorisation to act on the successor's behalf, (iii) submit to an employee of the Bank their valid proofs of identity, (iv) hand over to the Bank's employee the key to the respective box, and (v) duly complete and sign in their own hand a visitor's card, solely for the purpose of emptying the box and its handover to the Bank.

As at the day of emptying the box and handing over the key(s), the effectiveness of the Agreement ends for the Bank. The Bank is obliged to return the security deposit without undue delay after receiving the key(s) by crediting it to the Account.

If the person authorised to act on the successor's behalf does not have the key(s), the Bank shall carry out an emergency opening of the box. The effectiveness of the Agreement then ends as at the day of performing the emergency opening and complete emptying of the box. In such case, the security deposit is used to cover the costs associated with the emergency opening of the box. The successor is obliged to pay the Bank, upon its written request, a reasonable advance payment for the costs associated with the emergency opening of the box.

3. If the Lessee – individual dies and the Bank learns of this from a credible source, the Bank shall provide access to the

box to (a) the entity handling the estate of the deceased Lessee, (b) a person who proves by a legitimate decision in the inheritance proceedings that he or she became the heir to the items deposited in the box specified therein, or (c) such other person who credibly proves in some other way his or her right to have access to the box and the items deposited therein. As at the day of emptying the box and handing over the key(s), the effectiveness of the Agreement ends for the Bank.

If the person or entity under letters (a) through (c) of this paragraph of the Terms and Conditions does not have the key(s), the Bank shall carry out an emergency opening of the box. The effectiveness of the Agreement then ends as at the day of performing the emergency opening and complete emptying of the box. In such case, the security deposit is used to cover the costs associated with the emergency opening of the box. The person or entity under letters (a) through (c) is obliged to pay to the Bank, upon its written request, a reasonable advance payment for the costs associated with the emergency opening of the box.

4. To protect the items deposited in the box and to protect the rights in rem of the persons entitled to these items, the Bank reserves the right to deny access to the box by a person under paragraph 3 (c) of this Article of the Terms and Conditions if the Bank has any doubts as to the justification for such person to have access to the box and to the items deposited therein.

5. In the case of a joint lease of the box, if one of the joint lessees dies or ceases to exist, the rights and obligations of the remaining lessees under the Agreement shall not be affected.

The remaining joint lessees are obliged in accessing the box to provide cooperation to (a) the entity handling the estate of the joint lessee – the deceased individual, (b) a person who proves by a legitimate decision in the inheritance proceedings that he or she became the heir of the items deposited in the box specified therein, (c) such other person who credibly proves in some other way his or her legitimate right to have access to the box and the items deposited therein, or (d) the liquidator of the joint lessee – legal entity under the conditions stated in paragraph 1 of this Article of the Terms and Conditions. Failure to fulfil the obligation under this paragraph of the Terms and Conditions constitutes a material breach of the Agreement.

IX. OTHER METHODS OF TERMINATING THE EFFECTIVENESS OF THE AGREEMENT

1. The contracting parties may agree that the effectiveness of the Agreement shall end as at a certain day specified in an agreement. The agreement on terminating the effectiveness of the Agreement shall be made in writing.

2. As at the day agreed in the agreement, or otherwise no later than as at the lapse of the Agreement or, if the day of the lapse of the Agreement is a Saturday, Sunday or holiday, no later than as at the last business day preceding the day of the lapse of the Agreement, the Lessee is obliged to:

- (a)** empty the box and hand it over to the Bank in the same condition in which it was received, taking account of normal wear and tear; and
- (b)** hand over to the Bank the key(s) to the box, in undamaged condition, lent to the Lessee by the Bank upon signing the Agreement.

3. The Lessee and the Bank are entitled to terminate the Agreement at any time without giving reason with a one-month notice period. The notice period begins on the first day of the month following the month in which the notice was delivered to the other contracting party.

Regardless of which contracting party terminates the Agreement, the Lessee is obliged to fulfil all obligations stipulated under paragraph 2 (a) and (b) of this Article of the Terms and Conditions by no later than the last day of the notice period, or, if the last day of the notice period falls on a Saturday, Sunday or holiday, by no later than the last business day preceding the end of the notice period.

For the duration of the notice period, the Lessee is obliged to pay the rent in the amount and using the method specified in Article III of the Terms and Conditions.

4. The Lessee and the Bank are entitled to withdraw from the Agreement in the case of a material breach of the Agreement by the other contracting party. A notice of withdrawal from the Agreement shall be made in writing and shall contain the reason for withdrawal. The legal effects of the withdrawal arise as at the day of delivering the notice of withdrawal to the other contracting party.

Regardless of which contracting party withdraws from the Agreement, the Lessee is obliged to fulfil all obligations stipulated under paragraph 2 (a) and (b) of this Article of the Terms and Conditions immediately upon the delivery of the notice of withdrawal.

5. If the Bank withdraws from the Agreement, the Lessee is not entitled to a refund of the proportional part of the annual rent paid for the period not yet lapsed.

6. In the case of a joint lease, any of the joint lessees is entitled to terminate or, as the case may be, withdraw from the Agreement separately, unless agreed otherwise in the Agreement. This shall not affect the existence of the rights and obligations of the remaining joint lessees under the Agreement.

7. If the Agreement is concluded with authorisation for collective access to the box by the joint lessees, the box may not be opened, even after a notice of termination or withdrawal from any of the joint lessees, in a manner other than in the presence of all remaining joint lessees.

X. DELIVERY

1. The contracting parties are obliged to perform all acts in relation to the Agreement in writing. In accordance with the Agreement, the Lessee is obliged to specify the box in each written act taken in relation to the Bank and concerning or in relation to the box by stating the exact address of the Bank's

branch in which the box is located and the box's security number.

2. Unless delivered by personal handover or by posting in the Bank's operating premises, all written documents of the Lessee addressed to the Bank shall be sent by registered mail to the address of the Bank's branch in which the box is located, if possible, and otherwise to the address of the Bank's registered office.

3. Unless delivered by personal handover or by posting in the Bank's operating premises, the Bank shall send all written documents to the last address provided by the Lessee to the Bank and designated by the Lessee for the delivery of written documents.

4. In the case of written documents sent by the Bank in relation to the joint lease of the box by joint lessees, a written document is regarded as sent to all joint lessees if the Bank sends it to the address that the joint lessees present as the address designated for delivering written documents upon the conclusion of the Agreement or which they subsequently provide to the Bank in writing.

5. The Bank's written documents are regarded as delivered upon personal handover in the Bank's operating premises or, as the case may be, on the 10th banking day after they are sent to the address specified in paragraphs 3 and 4 of this Article of the Terms and Conditions.

6. In other cases, the delivery is governed by the respective provisions of the Bank's General Business Terms and Conditions.

XI. CERTAIN SPECIAL PROVISIONS ON THE LEASE OF A SAFE DEPOSIT BOX BY NOTARIES OR ATTORNEYS

1. In addition to a notary – lessee of a box (hereinafter referred to as the "Notary"), or an attorney – lessee of a box (hereinafter referred to as the "Attorney"), that is used in carrying out the Notary's or Attorney's activity, respectively, the Bank shall provide the representative of the Notary or his or her substitute, or the representative of the Attorney, access to the box if these persons credibly prove to the Bank that they are authorised to have access to the box arising from their positions as representatives or substitutes for the Notary or representatives of the Attorney.

The Bank will provide access to the box to other persons associated with the Notary or Attorney only if it is agreed upon by the contracting parties.

2. Once (i) it is proved to the Bank that another notary was appointed to assume the office of the deceased or recalled Notary and that this notary will take over the items deposited in the box or, as the case may be, (ii) it is proved to the Bank that another notary was appointed by the respective notarial chamber to take over the items deposited in the box from a Notary who died or was recalled and whose notarial office at the same time was cancelled (persons entitled to take

over the items deposited in the box under clauses (i) or (ii) are jointly referred to above and hereinafter as the "Notary-successor"), the Bank shall provide the Notary-successor access to the box for the purpose of the Notary-successor's taking over all items from the box into safekeeping or custody. As at the day the Notary-successor empties the box and hands over the key(s) to the Bank, the effectiveness of the Agreement ends. The Bank is obliged to return the security deposit by crediting it to the Account without undue delay after receiving the key(s).

If the Notary-successor does not have the key(s), the Bank shall carry out an emergency opening of the box. The effectiveness of the Agreement then ends as at the day of performing the emergency opening and complete emptying of the box. In such case, the security deposit is used to cover the costs associated with the emergency opening of the box. The Notary-successor is obliged to pay the Bank, upon its written request, a reasonable advance payment for the costs associated with the emergency opening of the box.

3. The Notary-successor shall prove to the Bank his or her authorisation to have access to the box in order to take over the items deposited therein by submitting the following: (i) a document evidencing the appointment of the Notary-successor as the notary by the Minister of Justice and (ii) a confirmation of the respective regional notarial chamber containing the designation of the Notary, the designation of the Notary-successor, information as to when the newly appointed notary, i.e. Notary-successor, began its activity, and, as the case may be, information as to the date from which the Notary-successor is authorised to have access to the box and to take over items deposited therein, if the items deposited therein are to be taken over by the Notary-successor appointed by the respective notarial chamber to take over the items from a Notary who died or was dismissed and whose notarial office was cancelled.

4. Once the Czech Bar Association credibly proves to the Bank that the Attorney was deleted from the list of attorneys and another attorney was appointed as the successor of the deleted Attorney (hereinafter referred to as the "Attorney-successor"), the Bank will provide the Attorney-successor access to the box for the purpose of the Attorney-successor's taking over the items from the box into safekeeping or custody. As at the day the Attorney-successor empties the box and hands over the key(s) to the Bank, the effectiveness of the Agreement ends. The Bank is obliged to return the security deposit without undue delay after receiving the key(s) by crediting it to the Account.

If the Attorney-successor does not have the key(s), the Bank shall carry out an emergency opening of the box. The effectiveness of the Agreement then ends as at the day of performing the emergency opening and complete emptying of the box. In such case, the security deposit is used to cover the costs associated with the emergency opening of the box. The Attorney-successor is obliged to pay the Bank, upon its written request, a reasonable advance payment for the costs associated with the emergency opening of the box.

5. The Attorney-successor shall prove to the Bank his or her authorisation to have access to the box in order to take over

the items deposited therein by submitting the following: (i) a document evidencing the registration of the Attorney-successor in the list of attorneys maintained by the Czech Bar Association and (ii) documents of the Czech Bar Association containing the designation of the Attorney, the designation of the Attorney-successor, information that the Attorney-successor has been designated by the Association to be the successor of the Attorney and the date from which the Attorney-successor is authorised to act as the successor of the Attorney.

6. The special regulation of the contractual relationships under the Agreement between the Bank and Notaries, or the Bank and Attorneys, contained in this Article of the Terms and Conditions shall take precedence over the general regulation contained in the Terms and Conditions or the Bank's General Business Terms and Conditions.

XII. FINAL PROVISIONS

1. Relationships arising from or in connection to the Agreement that are not expressly regulated by the Agreement or the Terms and Conditions shall be governed by the General Business Terms and Conditions or, as the case may be, by the generally binding laws of the Czech Republic. The Terms and Conditions as well as the Bank's General Business Terms and Conditions form an integral part of every agreement.

2. The Bank reserves the right to unilaterally change the Terms and Conditions. The Bank is obliged to inform the Lessee of such change at least 30 days before its effectiveness by means of a written notice sent to the Lessee, published on the Bank's webpages, or posted at the Bank's publicly accessible operating premises. The Lessee is obliged to familiarise himself or herself with such changed wording of the Terms and Conditions.

If the Lessee does not convey its express disagreement within 30 days from delivery of the notice of the change in the Terms and Conditions and at the same time continues to use the box for the aforementioned purposes, the new wording of the Terms and Conditions becomes effective for the contractual relationship under the Agreement as from the date stated in the amended Terms and Conditions.

3. These Terms and Conditions become effective on 1 November 2009 and apply to the contractual relationship under the Agreement between the Lessee and the Bank.