

PRODUCT BUSINESS TERMS AND CONDITIONS FOR LEASE OF SAFE DEPOSIT BOXES

(hereinafter referred to as the “Product Terms
and Conditions for Lease of Safe Deposit Boxes”)

UniCredit Bank
Czech Republic and Slovakia, a.s.

Life is full of ups and downs.
We're there for both.

Welcome to
 **UniCredit Bank**

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 and Slovakia, a.s., Želetavská 1525/1, 140 92 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 into 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. In 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 by the method and under the conditions stated in Article IX of these Product Terms and Conditions for Lease of Safe Deposit Boxes.
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 Product Terms and Conditions for Lease of Safe Deposit Boxes.

Relationships ensuing from the Agreement or in connection thereto which are not expressly regulated by the Agreement or the Product Terms and Conditions for Lease of Safe Deposit Boxes shall be governed by the General Business Terms and Conditions of UniCredit Bank Czech Republic and Slovakia, a.s. (hereinafter referred to as the "General Business Terms and Conditions").

For the purposes of these Product Terms and Conditions for Lease of Safe Deposit Boxes, 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 not to conclude an Agreement without providing a reason.

II. BASIC RIGHTS AND OBLIGATIONS OF THE LESSEE

1. The Lessee is entitled to use the box for depositing valuables and documents, but not for depositing firearms, ammunitions, explosives, highly inflammable or otherwise dangerous items, funds kept in cash (whether as valid banknotes or valid coins), perishable items, or items the depositing of which would contradict generally binding legal regulations or the common interest.

The total value of all items deposited in the box shall not exceed CZK 1,000,000 (in words: one million Czech crowns).

The legal regime and scope of insurance coverage of items deposited therein is set out below in the provisions of Article V, paragraph 2 of the Product Terms and Conditions for Lease of Safe Deposit Boxes.

A failure to abide by this paragraph of the Product Terms and Conditions for Lease of Safe Deposit Boxes constitutes a material breach of the Agreement.

2. The Lessee is obliged to ensure that both the box and items deposited therein, as well as neighbouring boxes, the safe deposit room or safe deposit cabinet in which the box is kept are not damaged due to reasons

particular to the deposited items, such as humidity, rust or chemical reaction, or, due to the physical dimensions or weight of such deposited items.

3. Except in those cases stated in the provisions of Article VI, paragraph 8 of the Product Terms and Conditions for Lease of Safe Deposit Boxes, the Bank ascertains neither what items are deposited in the box nor the value of the deposited items. The Bank does not maintain a record of the items deposited in the box. Using the box for depositing items excluded by the Product Terms and Conditions for Lease of Safe Deposit Boxes 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.

III. RENT AND OTHER COSTS

1. The cost of leasing the box (hereinafter referred to as the "rent") is established in the Tariff of Fees for Providing Banking Services of UniCredit Bank Czech Republic and Slovakia, a.s. (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 Product Terms and Conditions for Lease of Safe Deposit Boxes.
2. The rent is payable upon conclusion of the Agreement and annually thereafter in advance as at the first calendar day of the respective calendar 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 year.

3. The rent is paid per calendar year in the amount 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 commitment was in existence.
4. In signing the Agreement, the Lessee agrees that the rent will always be debited in CZK by direct debit from the Lessee's current account suitable for that purpose that the Bank maintains for the Lessee in CZK and which the Lessee will specify in the Agreement (hereinafter referred to as the "Account"). 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 shall occur no later than concurrently with the conclusion of the Agreement.
5. 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 immediately to settle this debit balance, i.e. the amount not covered by the funds deposited on the Account. Failure to fulfil the obligation to settle the debit balance under this paragraph of the Product Terms and Conditions for Lease of Safe Deposit Boxes, even after being notified by the Bank to do so, constitutes a material breach of the Agreement.
6. 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 (hereinafter as a “person in the signature specimen”).

In the specimen signature form, the Lessee shall also provide whether the authorisation of the person in the specimen signature of access to the box shall survive the death of the Lessee. Unless explicitly provided by the Lessee that the authorisation shall survive, the authorisation shall expire by death of the Lessee; the Bank shall then refuse the person in the specimen signature access to the box as soon as it becomes plausibly aware of the Lessee's death.

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 signature specimen.
3. A person (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), otherwise the Bank will not permit the legal acts of the authorised person. For the purposes of the Product Terms and Conditions for Lease of Safe Deposit Boxes, 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 Product Terms and Conditions for Lease of Safe Deposit Boxes. 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 co-operation 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 authenticity 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 as to handling of 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 arrival of the new or changed signature specimen form to the Bank, unless agreed otherwise.

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 declares that the following items deposited in the box are insured: Valid, non-invalidated post stamps; stamps and vouchers; other securities and other documents normally used in business, such as securities; savings books and chequebooks; mortgage bonds; payment cards; precious metals and items made of them; loose pearls and gemstones. Other items permitted to be deposited therein in accordance with the provisions of Article II, paragraph 1 of the Product Terms and Conditions for Lease of Safe Deposit Boxes, that are not listed in the foregoing sentence of this paragraph 2 are not insured.

The Bank declares that in the event of damage to the items demonstrably deposited in the box and insured under the foregoing paragraph the total maximum final amount of the limit of all insurance benefits is CZK 1,000,000 (one million Czech crowns) for the entire duration of the contractual relationship under the Agreement; rules laid down by the generally applicable legal regulations will apply with respect to the other items demonstrably deposited in the box.

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, in particular 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.
5. This Article V does not affect the regulation concerning exclusion or limitation of the Bank's liability pursuant to the Bank's General Business Terms and Conditions.

VI. OPENING AND CLOSING THE BOX

1. With the exception of those cases under Article VII of these Product Terms and Conditions for Lease of Safe Deposit Boxes, the box may be opened only by the Lessee or, as the case may be, an entitled person in co-operation 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 provide 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 provided by the Bank shall be stated in the Agreement. In 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. The keys are accessories to the box.
4. To receive (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.

5. The Lessee is obliged to inform the Bank without delay of the loss of a key, even of just one of two keys provided. 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 Product Terms and Conditions for Lease of Safe Deposit Boxes 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 Lessee undertakes to provide cooperation to the Bank and appear for the purpose of 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.

6. 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.
7. 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.
8. If the Bank has good cause to believe that the box is used to deposit items excluded by the Product Terms and Conditions for Lease of Safe Deposit Boxes, the Bank shall request the Lessee in writing, stating the grounds for the request, to provide his or her co-operation 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 Product Terms and Conditions for Lease of Safe Deposit Boxes, 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 (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), and the like. In the case of performing a commissional opening of the box, the Bank also is entitled to use the security deposit to cover the associated costs.

2. In signing the Agreement, the Lessee agrees that the Bank is entitled to execute commissional opening of the box if:
 - a) the Lessee fails to provide the Bank co-operation pursuant to the provisions of Article VI, paragraph 5 of the Product Terms and Conditions for Lease of Safe Deposit Boxes, even after the Bank's repeated requests.
 - b) the Lessee fails to provide the Bank co-operation pursuant to the provisions of Article VI, paragraph 8 of the Product Terms and Conditions for Lease of Safe Deposit Boxes, 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 co-operation. This shall not affect the provisions under Article II, paragraph 3 and Article IV, paragraph 6 of the Product Terms and Conditions for Lease of Safe Deposit Boxes.
 - 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 Product Terms and Conditions for Lease of Safe Deposit Boxes 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 Bank is obliged to do so in accordance with generally binding legal regulations.
 - f) the Bank is obliged to do so on the basis of a 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 (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 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 Product Terms and Conditions for Lease of Safe Deposit Boxes 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.

If, in the specimen signature form, the Lessee provides that the authorisation of the person in the specimen signature of access to the box shall survive the death of the Lessee, the Bank shall allow the person in the specimen signature access to 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 Product Terms and Conditions for Lease of Safe Deposit Boxes 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.

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 established 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 in undamaged condition the key(s) to the box that were provided 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 stating a 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 arrived 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 Product Terms and Conditions for Lease of Safe Deposit Boxes 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 by the method specified in Article III of the Product Terms and Conditions for Lease of Safe Deposit Boxes.

If the Lessee fulfils all obligations stipulated under paragraph 2 (a) and (b) of this Article of the Product Terms and Conditions for Lease of Safe Deposit Boxes on a day preceding the last day of the notice period, then the effectiveness of the Agreement shall end as at this earlier date.

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. The notice of withdrawal from the Agreement shall be made in writing and contain the reason for withdrawal. The legal effects of the withdrawal arise as at the day of the notice of withdrawal arrival 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 Product Terms and Conditions for Lease of Safe Deposit Boxes immediately upon the arrival 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.

X. CERTAIN RULES OF WRITTEN ACTS

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 number.

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. Upon the Czech Bar Association’s credibly proving 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 legally 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 XI of the Product Terms and Conditions for Lease of Safe Deposit Boxes shall take precedence over the general regulation contained in the Product Terms and Conditions for Lease of Safe Deposit Boxes or the General Business Terms and Conditions.

XII. FINAL PROVISIONS

1. The Bank is entitled to amend the Product Terms and Conditions for Lease of Safe Deposit Boxes or add new provisions thereto, in particular concerning provisions on: rent and other costs, access to the box, liability and insurance, opening and closing of the box, and/or the scope of changes to the Product Terms and Conditions for Lease of Safe Deposit Boxes and rules for implementing such changes. The Bank is entitled to amend the Product Terms and Conditions for Lease of Safe Deposit Boxes or add new provisions thereto if a reasonable need for such changes or amendments arises, such as a need to change or newly and explicitly adjust certain rights and obligations of the parties in connection with a change in legal regulations, available technologies, a situation on financial markets, or the Bank’s business policy.

The Bank will send the wording of such changes and amendments, or the complete wording of such amended Product Terms and Conditions for Lease of Safe Deposit Boxes, to the Lessee no later than 2 months prior to the proposed effective date of such amendment by any means agreed for communication between the Bank and Lessee under the relevant contractual relationship. If the Lessee does not agree with the proposed amendment to the Product Terms and Conditions for Lease of Safe Deposit Boxes he or she shall terminate the Agreement by notice and fulfill her or his obligations related hereto as laid down by the provisions of Article IX, paragraph 2, letters (a) and (b) of the Product Terms and Conditions for Lease of Safe Deposit Boxes, while the notice period shall elapse and, therefore, the effect of the Agreement and the commitment established under it shall terminate as of the day immediately preceding the effective date of the proposed amendment. If the Lessee does not notify termination of the contractual relationship, then the new wording of the Product Terms and Conditions for Lease of Safe Deposit Boxes becomes binding upon the concluded contractual relationship as a change in the originally agreed conditions of the contractual relationship, effective as from the date stated in the given amendment to the Product Terms and Conditions for Lease of Safe Deposit Boxes as the date upon which the new wording of the Product Terms and Conditions for Lease of Safe Deposit Boxes becomes valid.

2. Should the parties' rights and obligations governed by these Product Terms and Conditions for Lease of Safe Deposit Boxes change as a direct result of a change in legal regulations that cannot be contractually circumvented, the provisions of paragraph 1 of this Article shall not apply. The Bank will inform the Client of any such change.
3. The Product Terms and Conditions for Lease of Safe Deposit Boxes become effective on 9 October 2017 and govern the commitment between the Lessee and the Bank established by the Agreement. The Product Terms and Conditions for Lease of Safe Deposit Boxes cancel and replace the PRODUCT TERMS AND CONDITIONS FOR LEASE OF SAFE DEPOSIT BOXES of UniCredit Bank Czech Republic and Slovakia, a.s. valid since 1 January 2015.