

OVERVIEW OF CHANGES AS AT 01. 03. 2022

PRODUCT BUSINESS TERMS AND CONDITIONS FOR LEASE OF SAFE DEPOSIT BOXES UniCredit Bank Czech Republic and Slovakia, a.s.

NEW TEXT

II. BASIC RIGHTS AND OBLIGATIONS OF THE LESSEE

- 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 nor whether the items stored are owned by the Lessee. 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.

IV. ACCESS TO THE BOX

- 6.** The Lessee acknowledges that the Bank is obliged to make the box accessible to other persons upon request in accordance with other legal regulations, including its possible forcible opening, and to allow the area of the box and the items stored therein to be searched, or the box being sealed and the contents thereof being retrieved.
- ~~6.~~ **7.** 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.~~ **8.** 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.

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 a notary public and without the Lessee's being present (hereinafter as "commissional opening of the box").
- ~~The Bank~~ The notary public shall draw up a report on the commissional opening of the box and the Bank shall then ensure that the contents of the box are stored at a suitable and safe 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), the cost of notary services, etc. 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~~ 7 of the Product Terms and Conditions for Lease of Safe Deposit Boxes. In case of suspicion of an imminent risk of damage, the Bank is entitled to perform commissional opening of the box, even without the presence of a notary public, in the presence of three Bank employees designated for this purpose. In the notary's absence, the report on the commissional opening of the box shall be drawn up by the Bank;
 - 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.

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

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 of the rights and obligations relating to 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 the authorized heir refuses to accept the contents of the box or does not report to accept the contents of the safe deposit box for a period of three years after having been invited by the Bank to collect the contents of the box, the Bank shall consider the contents of the box to be abandoned the Bank shall have the right to appropriate the contents and dispose of them in accordance with Article IX, paragraph 7 of the Product Terms and Conditions for Lease of Safe Deposit Boxes.
- 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.

IX. OTHER METHODS OF TERMINATING THE EFFECTIVENESS OF 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. The notice period shall expire on the last day of the calendar month following the month in which the termination notice is delivered to the other 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.
6. If the Lessee has debts due to the Bank on the basis of this contractual relationship and has failed to pay them even after the expiry of the period specified in the Bank's notice to remedy, the Bank shall be entitled to retain the contents of the box to secure the Lessee's debts due. The Bank shall call upon the Lessee at the Lessee's last known address or contact details to pay the outstanding debt.
- If the Lessee fails to pay the outstanding debts within one year after the delivery of the Bank's request for payment, the Bank is entitled to monetize the contents of the box. The Bank shall notify the Lessee of the monetization of the contents of the safety deposit box at least 30 days in advance at the Lessee's last known address or other known contact details. If the monetization proceeds exceed the amount of the Lessee's debts and the Bank's costs incurred in connection with the exercise of the right of retention, in particular in connection with the opening of the box, the safekeeping of the contents of the box and the auction or liquidation of the contents of the box or a part thereof, and the Lessee has not surrendered the contents of the box, the Lessee shall be entitled to payment of the difference between the monetization proceeds and the aforementioned costs, of which the Bank shall notify the Lessee in writing without undue delay.
7. In the event that the Lessee declares at any time during the term of the contractual relationship or after its termination that they surrender the contents of the safe deposit box, the Bank is entitled to dispose of the contents of the box as an abandoned item, i.e. to appropriate it or monetize it at any time.

XII. FINAL PROVISIONS

3. The Product Terms and Conditions for Lease of Safe Deposit Boxes become effective on ~~9 October 2017~~ 1 March 2022 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~~ 9 October 2017.