

Safe Deposit Box Conditions

1. Scope of application

The Conditions govern the renting of safe deposit boxes at SB Saanen Bank AG (hereafter "Bank").

2. Term of lease and notice of termination

Safe deposit boxes are rented for a calendar year. Unless the Renter terminates the Rental Agreement before the end of the year by giving one month's notice, it shall be tacitly renewed for a further year. The Bank itself may rescind the rental at any time subject to giving one month's notice by registered letter sent to the last known address of the Renter. In this event, the Renter may demand a pro rata refund of the rent.

3. Duty to appear in person

The Renter must as a matter of principle appear at the Bank in person for the opening of a safe deposit box.

4. Rent

The rent is payable in advance in accordance with the tariff in force at the time and shall be prorated if the account is opened after the current year has begun.

The Bank has the right to adjust the rent for future rental periods at any time.

5. Prohibition of assignment

With the exception of the provision in Clause 8, the Renter may not assign any rights under this agreement to third parties.

6. Safekeeping of goods

Safe deposit boxes may be used only for the safekeeping of valuables such as securities, documents, jewels, money, precious stones and precious metals and gold and silver goods. Any other use is prohibited. The Renter undertakes to keep no prohibited or hazardous items such as weapons, explosives, chemical or biological substances etc. in the safe deposit box and is liable for any misuse, any loss, or any damage caused by non-adherence to this obligation. The Bank is entitled to check the contents of the safe deposit box in the presence of the Renter or the authorised agent.

7. Keys

The Renter shall be given two identical keys. There are no other copies in existence. Arranging for spare keys to be made is prohibited. The Renter is fully responsible for the keys provided to him, including for their misuse. If he loses one or both keys, the Bank must be notified of this immediately. The Bank will then undertake the necessary measures (e.g., changing the lock) at the Renter's expense.

8. Power of attorney arrangements

The issuance of powers of attorney to third parties shall be governed by separate written power of attorney arrangements. The

revocation of this power of attorney must likewise be effected in writing vis-à-vis the Bank. The Bank refuses any liability whatever with regard to the authenticity and validity of the signatures included in this power of attorney.

9. Right of access and disposal, and verification of identity

Access to the safe deposit boxes shall be ensured during counter opening times. The Renter or his authorised agent must verify their identity to the Bank in order to be given access to the safe deposit box. The Renter shall be responsible for loss or damage arising from failure to identify defects in verification and forgeries unless the Bank is grossly negligent. Each safe deposit box shall be subject to dual locking by the Renter and the Bank. The box can only be opened by the Bank using a key or an electronic system, and by the Renter by one of two keys that are provided.

If multiple people rent a safe deposit box, the question as to whether the corresponding access and disposal rights may be exercised singly or jointly must be contractually determined. Unless a written agreement to the contrary is submitted to the Bank, it shall regard each person singly as being a Renter with right of access and disposition. In this connection, the Bank has no more duties than are set forth in the Rental Agreement and these Conditions. The Renters shall be jointly and severally liable to the Bank for all claims arising under the Rental Agreement. The Renter is also prohibited from assigning the lease on the safe deposit box or subleasing it.

10. Liability of the Bank

With regard to the surveillance, security and locking of safe deposit boxes and access to the same, the Bank will take the normal security precautions. It shall be liable for any damages caused by defective and/or inadequate security measures only if it is guilty of gross negligence.

Any further-reaching liability is expressly excluded. The Bank shall specifically not be liable for loss or damage that is attributable to high or low humidity, temperature changes, darkness and the like. All items, documents, etc. which are deposited in safe deposit boxes shall be deemed to be in the keeping of the Renter, who should insure them in his own interests.

11. Termination

When the Rental Agreement ends, the Renter must immediately empty the safe deposit box and return the two keys to the Bank in an undamaged condition. If the Renter or his legal successors fail(s) within a period of 30 days to comply with these obligations despite the Bank sending a compliance request to the last known address of the Renter, the Bank shall have the right to have the safe deposit box forced open at the Renter's expense without resorting to the courts and without the presence of a public recor-

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der and to satisfy its claims from the realisation on the open market of the contents.

In this event, the Bank shall draw up an inventory of the safe deposit box and shall either keep the unclaimed valuables available for the Renter or deposit them with the court. The Renter shall be liable for all costs arising in connection with opening and repairing the safe deposit box, the custody costs and any lost rental charges incurred by the Bank.

12. Amendment of Conditions

The Bank reserves the right to amend these conditions at any time. They shall be notified appropriately to the Renter and shall be deemed to have been approved unless there is a written objection within 30 days or unless the safe deposit box continues to be used.

13. General Terms and Conditions

The Bank's General Terms and Conditions (GTC) shall apply in all other respects as an integral part of the agreement. The Renter confirms that he has been provided with the GCT, has read and understood them, and accepts them.

Saanen, September 2022