

Terms and Conditions Governing ZKB Safe-Deposit Box Rentals (2023 edition)

1 Scope of application

These Terms and Conditions govern the rental and handling of safe-deposit boxes at Zürcher Kantonalbank (Bank). Separate terms and conditions apply to Auto-safes (automated client vaults) belonging to the Bank.

2 Rates and conditions

The Bank shall determine the rates and conditions, especially the rental fees.

The Rates and conditions are based on the applicable price lists, which are published at zkb.ch/terms and can be obtained from the Bank. The Bank reserves the right to adjust the rates and conditions at any time, in particular if market conditions change or for any other objective reason. Such changes will be appropriately communicated to the Lessee in advance.

3 Payment of the rental fee

The rental fee shall be charged quarterly in March, June, September and December. Any new rentals or terminations during the year shall be calculated on a pro rata basis and charged accordingly.

The Bank shall be entitled to charge the rental fee from the reference account designated by the Lessee. If the balance of the designated account does not cover the rental fee, the Bank reserves the right to charge the amount from another account held by the Lessee.

4 No subleasing

The Lessee is not permitted to assign or sublease the safe-deposit box.

5 Right of access

The Lessee can grant access to his/her safe-deposit box to one or more persons. Hereinafter, the Lessee as well as any other persons authorised by him/her to open the safe-deposit box are designated as "Authorised Persons". Authorised Persons shall be granted access either individually or collectively. Access is granted by

issuing a power of attorney in accordance with the requirements of the Bank.

6 Means of access

Each safe-deposit box shall be locked by both the Authorised Persons as well as the Bank.

The Bank shall supply two identical client keys to the Lessee. The Lessee shall be responsible for supplying the keys to any additional Authorised Persons.

7 Duty of care and liability of Authorised Persons

The Lessee and any additional Authorised Persons are obliged to store the keys carefully at all times. The keys shall not be disclosed, passed on or otherwise made accessible to unauthorised persons. It is not permitted to make spare keys or to have spare keys made.

The Bank shall be notified immediately of the loss of keys or of any malfunctioning keys. As a result of this, the Bank shall bar access to the safe-deposit box (cf. section 15) and arrange for the lock to be changed, new keys to be made and the safe-deposit box to be forcibly opened at the Lessee's expense.

In the event of any losses arising from the breach of these provisions, the Lessee is jointly and severally liable in addition to the parties who caused the losses. In the event of a damage, all Authorised Persons shall provide assistance to the best of their knowledge and ability in investigating the facts and mitigating any loss or damage.

If a public authority orders a safe-deposit box to be opened, the Lessee must pay any expenses incurred as a result.

The Lessee is responsible for complying with these provisions, as well as informing any additional Authorised Persons of the same and ensuring that they are complied with by him/her.

8 Liability of the Bank

The Bank shall exercise customary due care in securing the safe-deposit box facility. It shall be liable for any loss or damage that may be suffered due to its failure to exercise customary due care.

The Bank accepts no liability for any loss or damage in connection with technical defects or faults, improper use of or unlawful tampering with the facility, loss of keys, or the use of fake or counterfeit keys unless the Bank has failed to exercise customary due care. Neither shall the Bank be liable for any loss or damage resulting from an event of force majeure (natural disasters, armed conflicts, acts of terrorism etc.) or for any loss or damage caused by flooding, humidity, dryness, changes in temperature, magnetic fields, radiation etc.

In particular, the Bank accepts no liability with regard to the storage of electronic data carriers.

9 Verification of identity

In order to obtain access to the safe-deposit box, the Authorised Persons shall have to identify themselves in accordance with the Bank's requirements.

10 Contents of the ZKB safe-deposit box

Only documents, cash, securities, coins, precious metals, items of jewellery, works of art and other suitable (valuable) items may be kept in the safe-deposit box. It is strictly prohibited to store foods, weapons, explosives, liquids, living organisms, pharmaceuticals, drugs and radioactive, chemical, biological substances or similar. The Bank has no knowledge of the contents of the safe-deposit box. The Lessee undertakes to provide the Bank with information about the nature and types of objects stored at any time upon request.

11 Rental by more than one natural person

If two or more natural persons rent a safe-deposit box jointly, the signature form shall stipulate whether such individuals are entitled to access the safe-deposit box jointly or individually. The Lessees shall be jointly and severally liable for the rental charge and any other debts or liabilities owed to the Bank under this agreement.

12 Rental by legal entities

Where a safe-deposit box is rented by a legal entity, corporate body, public authority, foundation, association, etc., the Authorised Persons, as well as any changes of Authorised Person, shall be notified to the Bank in accordance with the requirements of the Bank. The signature

form shall stipulate whether the right to access the safe-deposit box may be exercised jointly or individually.

13 Insurance

The Lessee shall be responsible for insuring the contents of the safe-deposit box.

14 Video surveillance

For security reasons, the Bank is entitled to make video recordings of the safe-deposit box facility.

15 Bar on access to the safe-deposit box

The Bank shall bar access to the safe-deposit box with immediate effect if requested to do so by an Authorised Person. Such a request may only be made during the office hours of the branch in question and must be confirmed in writing upon request. Any bar on access may only be removed on request by the Lessee.

The Bank reserves the right to bar access to the safe-deposit box at any time for important reasons (e.g. if ordered to do so by any public authority).

16 Termination of the rental agreement

Both the Lessee and the Bank shall be entitled to terminate the rental agreement at any time with immediate effect. In the event of termination by the Bank, the Bank shall send notice of termination in writing to the last correspondence address provided by the Lessee.

Upon termination of the rental agreement, the Lessee shall empty the contents of the safe-deposit box and return the two keys in person at the relevant branch. The Bank shall have a right of retention to the contents of the safe-deposit box for all claims arising out of the rental agreement. If the Lessee fails to promptly comply with any request in writing from the Bank to return the keys upon termination of the rental agreement or to pay any outstanding claims under the rental agreement, the Bank shall be entitled to open the safe-deposit box by force at the Lessee's expense and under the supervision of a notary, without making any further inquiries or initiating any further action. In such event, the notary shall prepare an inventory of the contents of the box.

The Bank is authorised at its own discretion to settle any outstanding claims owed under this agreement by selling the contents of the safe-deposit box on the open market or storing the contents or having them stored at the Lessee's expense.

In cases where selling the contents is not considered commensurate or the Bank considers the contents to be worthless, the contents may be destroyed at the discretion of the Bank or delivered to the Lessee. Contents are deemed to have been delivered to the Lessee when they have been sent to the last correspondence address provided by the Lessee.

17 Amendments to these Terms and Conditions

The Bank reserves the right to amend these Terms and Conditions at any time for objective reasons. Any such amendments shall be communicated to the Lessee in an appropriate manner in advance. They are deemed to have been accepted unless the Lessee objects in writing or any other form that constitutes proof through text within 30 days of their communication. If the Lessee objects, he/she may terminate this contract with immediate effect. In its communication, the Bank must inform the Lessee of his/her right of termination and the effect of his/her tacit approval.

18 Additional provisions

The General Conditions of Zürcher Kantonalbank shall also apply.