

# TERMS AND CONDITIONS OF SAFE DEPOSIT BOX LEASE CONTRACT

Effective as of 15.08.2015



## 1. OBJECT OF CONTRACT

- 1.1. The Bank shall lease out a safe deposit box to the Client on the terms specified in the lease contract and the Client shall pay the Rent and/or other fees to the Bank on the terms laid down in the Contract in accordance with the Price List of the Bank.

## 2. DEFINITIONS

- 2.1. Client – a person who has entered into the safe deposit box lease contract with the Bank;
- 2.2. Bank – AS TBB pank;
- 2.3. User – the person specified by the Client in the Contract or the person authorised by the Client under the power of attorney accepted by the Bank;
- 2.4. Account – the Client's account at the Bank;
- 2.5. Contract – this safe deposit box lease contract;
- 2.6. Security Deposit – the amount paid by the Client upon entry into the Contract to secure the performance of the obligations arising from the Contract;
- 2.7. Rent – the amount payable by the Client to the Bank, which is subject to VAT;
- 2.8. Price List – the rates laid down by the Bank for the Bank's services. The Price List is available on the Bank's website at [www.tbb.ee](http://www.tbb.ee) and at the Bank's customer service centres at Vana Viru 7 and Estonia pst 5a in Tallinn and Kerese 4 in Narva.
- 2.9. Banking Day – the day on which credit institutions are open for business in Estonia and other countries in the currency of which the transaction is made.

## 3. PROCEDURE FOR PAYMENT OF RENT FOR SAFE DEPOSIT BOX

- 3.1. The Client is obliged to pay the Bank the Rent for using a safe deposit box in cash or by bank transfer as a prepayment for the entire period of the Contract upon entry into the Contract.
- 3.2. The amount of the Rent is laid down in the Price List.
- 3.3. If upon expiry of the Contract the Client fails to vacate the safe deposit box, the Client shall be obliged to pay the Bank the storage fee in accordance with the Price List for each day the return is delayed. The Bank has the right to debit the storage fee from the Client's Account and by entering into this Contract the Client gives the consent to such unilateral debiting.

## 4. SECURITY DEPOSIT

- 4.1. Upon entry into the Contract, the Client shall pay a Security Deposit in the amount specified in the Price List to secure the performance of the obligations arising from the Contract.
- 4.2. The Client is obliged to pay the Bank the Security Deposit in a lump sum as a prepayment in cash or by bank transfer upon entry into the Contract.
- 4.3. The Bank shall not pay the Client any interest on the Security Deposit.
- 4.4. If the Client vacates the safe deposit box and returns the key, the Bank shall, upon expiry of the Contract, return to the Client the Security Deposit from which the Storage Fee

and other amounts payable to the Bank by the Client under the Contract shall be deducted, including compensation for the damage caused to the Bank by failure to return the key to the safe deposit box (e.g. the opening of the safe deposit box, the making of the new keys, the changing of the core of the lock) to the Client's Account within 14 Banking Days of vacation of the safe deposit box and return of the key.

## 5. USE OF SAFE DEPOSIT BOX

- 5.1. The Client and/or the User do not have the right to use the safe deposit box for keeping weapons, extremely flammable substances, explosives, substances that emit magnetic and/or radioactive radiation as well as other substances (including narcotic, psychotropic, chemical and food substances) and items which may cause damage to the Bank or to third parties.
- 5.2. The Bank has the right to request the Client to present the contents of the safe deposit box if the Client is suspected of violating the terms and conditions set forth in Clause 5.1 above.
- 5.3. The Bank has the right to open the safe deposit box if the Bank has grounds to believe that it is used for keeping substances or items mentioned in Clause 5.1 hereof. If possible, the Bank shall give the Client a notice prior to opening the safe deposit box.
- 5.4. The Bank has the right to open the safe deposit box, *inter alia*, in the cases and pursuant to the procedure specified in the legislation of the Republic of Estonia.
- 5.5. The Bank shall ensure the Client's access to the safe deposit box during the opening hours of the Bank's customer service centre at Estonia pst 5A.
- 5.6. Only one Client or User of the safe deposit box is allowed to stay in the safe deposit box vault and the Bank may limit the time of stay of the Client or User in the safe deposit box vault.
- 5.7. In using the safe deposit box, the User shall be subject to the same conditions as the Client. The Client shall be responsible for introducing the terms and conditions of the Contract to the User.
- 5.8. The Bank shall issue 2 (two) keys for using the safe deposit box of which one (No. 1) shall be used by the Client and the other (No. 2) shall be sealed in an envelope and kept in the Bank's depository. The Client shall be liable for keeping the key and for making sure that it do not fall into the hands of third parties.
- 5.9. The Client is obliged to immediately notify the Bank of loss of the key or of their falling into the hands of third parties or of a threat thereof.

## 6. LIABILITY OF PARTIES

- 6.1. For non-performance or improper performance of the obligations assumed under the Contract, the Bank and the Client shall be liable to the extent and pursuant to the procedure laid down in the legislation of the Republic of Estonia and in the Contract.
- 6.2. The Bank shall not be liable for any damage caused by war or acts of God and in other internationally recognised cases of *Force Majeure* as well as by other events beyond

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- the Bank's control (e.g. strike, moratorium, power cut, failure of communication lines, etc.).
- 6.3. The Bank shall be liable for loss of or damage to the Client's items occurring as a result of wrongful acts of the Bank.
- 6.4. The Client shall be liable to the Bank and third parties for the damage caused by breaching clause 5.1 hereof.
- 6.5. The Client is obliged to compensate the Bank for the damage caused by losing the key (e.g. the opening of the safe deposit box, the making of the new keys, the changing of the core of the lock).
- 6.6. If the Security Deposit is not sufficient to compensate the Bank for the damage caused by loss of the key, the Client shall undertake to also pay the Bank the amount exceeding the Security Deposit. The Bank has the right to debit the amount exceeding the Security Deposit from the Client's Account and by entering into this Contract the Client gives the consent to such unilateral debiting.
- 6.7. If the Bank covers the damage caused by loss of the key on account of the Security Deposit, the Client shall be obliged to provide a new Security Deposit for the benefit of the Bank upon renewal of the Contract.

## 7. RIGHTS OF BANK

- 7.1. If the Client fails to pay in an agreed and timely manner for the use of the safe deposit box or renewal of the Contract or failure to empty the safe deposit box on time, the Bank shall have the right to block the use of the safe deposit box by the Client and User(s) until the overdue amount has been paid.
- 7.2. If the terms and conditions of the Contract are violated, the Bank shall have the right to immediately cancel the Contract, open the safe deposit box and debit the overdue Rent, the cost of the keys and other expenses incurred by the Bank from the Client's Account, including to cover the claims arising from opening the safe deposit box on account of the Security Deposit.
- 7.3. If the funds available on the Account are not sufficient to pay the Rent, the storage fee and/or Security Deposit and to compensate the Bank for the damage, the Bank shall have the right not to handover the contents of the safe deposit box to the Client until the Client has compensated the Bank for the expenses.
- 7.4. The contents of the safe deposit box shall be documented in a report and shall be kept in the depository of the Bank until they are returned to the Client. The Bank shall realise the contents of the safe deposit box when at least five years have passed after the expiry of the safe deposit box lease contract. During realisation, the Bank shall transfer the items and/or substances that can be transferred, credit the money to the Client's Account and destroy the remaining items/substances.
- 7.5. If the Bank's branch is to undergo repairs or to be closed, the Bank shall have the right to move the safe deposit box to its other branch notifying the Client thereof at least 2 (two) months in advance.

## 8. AMENDMENT TO CONTRACT

- 8.1. The Bank has the right to unilaterally amend the terms and conditions of the Contract by notifying the Client thereof at least 2 (two) months in advance.
- 8.2. If the Client does not agree to the amended terms and conditions of the Contract, the Client shall have the right to cancel the Contract within 1 (one) month.
- 8.3. If the Client has not cancelled the Contract within 1 (one) month, the Client shall be taken to have agreed to the amendments.
- 8.4. Amendments to the Price List shall not extend to the Rent and Security Deposit already paid as a prepayment to the Bank by the Client.

## 9. PERIOD AND TERMINATION OF CONTRACT

- 9.1. If the Bank's branch is to undergo repairs or to be closed or if the service is to be terminated by the Bank, the Bank shall have the right to cancel the Contract by notifying the Client thereof at least 2 (two) months in advance. The Bank shall return to the Client the Rent and Security Deposit paid as a prepayment after the safe deposit box has been emptied and the key has been returned.
- 9.2. The Client may terminate the Contract prematurely by returning the key and vacating the safe deposit box. In that case, the Rent paid as a prepayment shall not be returned.

## 10. OTHER PROVISIONS

- 10.1. The Bank shall have the right to disclose the information about the Contract and the Client to third parties if so prescribed by the legislation of the Republic of Estonia or the general terms and conditions of the Bank.
- 10.2. Any disputes arising from this Contract shall be resolved at Harju County Court.
- 10.3. The general terms and conditions of the Bank shall apply to any relations not regulated hereunder. The Client warrants that he has read and understood the Contract and the general terms and conditions of the Bank and agrees to them.