

General Terms and Conditions for Corporate Safe Deposit Box Lease

1. Definition of Terms

Terms used in these General Terms and Conditions shall have the following meaning:

- **Bank:** Nova Kreditna banka Maribor d.d., Ulica Vita Kraigherja 4, 2000 Maribor.
- **Fee Schedule:** applicable Fee Schedule for Corporate, Sole Trader, and Private Professional Banking.
- **Safe Access Card:** card issued by the Bank to the Lessee and any persons authorized by him/her.
- **Safe Lockbox Key:** key provided to the Lessee to open the safe.
- **Bank Client:** client with a corporate transaction account at the Bank.
- **Magnetic Safe Access Card:** card issued by the Bank to the Lessee and any persons authorized by him/her.
- **Lessee:** domestic or foreign natural or legal person who enters into a Safe Deposit Box Lease Agreement with the Bank and is a client of the Bank.
- **Lease Fee:** sum specified in the Bank's Fee Schedule charged to the lessee for the lease of a safe deposit box. The sum depends on the size of the safe and the lease period.
- **Personal Identification Number (PIN):** personal identification number of the Lessee's Magnetic Safe Access Card.
- **Safe Deposit Box Lease Agreement:** applicable agreement governing the lease of a safe deposit box entered into by the Bank and the Lessee of which these Terms and Conditions form an integral part.
- **Parties:** for purposes of these Terms and Conditions, "the Parties" shall be understood to mean the Lessees and the Bank.
- **Authorized Person:** any natural person of legal age whose right to representation is based on Power of Attorney.
- **Safe Deposit Box:** special lockbox installed in protected and secured premises of the Bank that is used to store items. Safe deposit boxes are of various sizes.

2. Introductory Provisions

These General Terms and Conditions for Corporate Safe Deposit Box Lease ("these Terms and Conditions") set out the rights and obligations of the Parties and their Authorized Persons concerning the lease of Safe Deposit Boxes and constitute an integral part of the Safe Deposit Box Lease Agreement entered into by and between the Bank and the Lessee.

3. Safe Deposit Box Lease Agreement

- The Bank leases a safe to the Lessee based on a Safety Deposit Box Lease Agreement ("the Agreement").
- The Agreement can be entered into by any domestic or foreign legal person or representation of a foreign state or international organization. The Agreement shall be entered on its behalf by its legal representative or person authorized for representation. The legal or authorized representative shall prove his identity and the basis for representation by presenting an extract from the records of the relevant registration authority that shall not be older than one month and/or by presenting written power of attorney issued by a person referred to in these records as the person authorized to represent the legal person. The identity of



the legal or authorized representative is determined based on a valid government-issued personal identification document.

- By request of the Bank, the Lessee is obligated to deliver all other data and documents required by applicable laws and regulations governing anti-money laundering, tax regulations or other laws and regulations valid in the Republic of Slovenia.
- If the Lessee wishes to rent more than one safe, each respective lease is regulated by a stand-alone Agreement.
- The Lessee and the Bank specify in the Agreement the number and size of the safe, term of lease, sum of lease fee and other terms and conditions.
- The Lessee is not allowed to transfer their rights arising from the Agreement to a third party.
- The Bank will enter into a Safe Deposit Box Lease Arrangement only if it has available safe deposit boxes.
- The Agreement is valid for the term specified therein by the Lessee and the Bank and is automatically renewed for the term specified in the Agreement after expiration and payment of the lease fee for the new term, unless the Lessee notifies the Bank at least five (5) days prior to the expiration of term of the Agreement that they no longer require the safe deposit box.
- The Bank notifies the Lessee of the automatic lease renewal in the month prior to the expiration of the lease. If the Lessee does not wish for the Agreement to be renewed automatically, they are required to notify the Bank thereof in writing at least five (5) days prior to the expiration of the term of Agreement, return the key to the safe and magnetic card, and empty the safe. If the Bank does not wish to renew the Agreement for the same lease period, it is required to notify the Lessee thereof at least 30 days prior to the end of the lease period.

4. Power of Attorney

- The Lessee may authorize one or more persons to use the safe. An authorized person must be a person of legal age and with full capacity to contract, who needs to be present when the Power of Attorney is granted so that the Bank can verify their identity, and must sign a declaration of acceptance of power of attorney using a dedicated template of the Bank.
- The Power of Attorney cannot restrict or limit the use of the safe in any way.
- The Authorized Person is obligated to use the safe in accordance with these Terms and Conditions and the Agreement.
- Power of Attorney is terminated by written revocation of the Lessee, waiver of Power of Attorney by the Authorized Person, by death of the Lessee, and by termination of the Agreement. The Lessee must revoke the Power of Attorney using the Bank's designated template. Revocation of Power of Attorney must be notarized if it is not signed in person and in the presence of a Bank employee.

- The Authorized Person shall have the right to waive at any time their Power of Attorney to use the safe. In this case, the Authorized Person is obligated to return the safe deposit box access card to the Bank and return the keys to the safe and magnetic card they hold in their possession to the Lessee.

5. Keys to the Safe

- Each safe has two locks. After signing the Agreement and paying the lease fee, the Bank hands over to the Lessee one or two identical keys to the safe that can be used by the Lessee or their Authorized Person. The Bank keeps a bank safe key which differs from the key held by the Lessee. The Bank is not allowed to keep the key of the Lessee or accept it for storage.
- The safe is opened by simultaneously unlocking both locks. The safe can be opened only by the Lessee or their Authorized Person by unlocking the first lock, using the key they were issued when entering into the Agreement, whereby the second lock needs to be unlocked simultaneously by a Bank employee, using the bank safe key which differs from the key held by the Lessee.
- The Lessee is responsible for correct use of keys when unlocking and locking the safe, for locking the safe correctly, and for duly safeguarding the keys to the safe. The Bank shall not be liable for any damage caused by incorrect use, loss, or theft of keys to the safe.
- The Lessee shall duly store and safeguard the keys he was issued and shall not hand them over to unauthorized persons. Copying the keys to the safe is not allowed.
- The Lessee is also liable for incorrect use, loss, or theft of keys by the Authorized Person. The Lessee shall immediately notify the Bank in writing of any loss or damage to the keys. The Bank commissions its authorized service provider to open the safe and change the lock. The change of locks is carried out in the presence of the Lessee or, if the Lessee does not respond to the request of the Bank to attend the changing of locks despite being correctly invited, in the presence of a notary. The Lessee shall pay in advance all actual costs incurred by opening the safe, changing the locks and making new keys, other costs set forth in the Fee Schedule, and any fees charged by the notary for their presence. The Lessee shall bear the above costs also if their Authorized Person loses his key. The Lessee shall empty the contents of the safe while the lock is being replaced.
- After the end of term of the Agreement, the Lessee shall empty the contents of the safe and return to the Bank all the keys he was issued.
- If the Lessee fails to return the keys after the end of term of the Agreement, the Bank charges a penalty in the amount of the full annual lease and additional costs incurred by the Bank, as set forth in the Fee Schedule.

6. Safe Deposit Box Access Card

- The Bank issues safe access cards to the Lessee and any authorized persons of his that they can use to prove their status as Bank Lessee and person authorized to use the safe, respectively.
- Any loss of access card shall be immediately notified to the Bank. The Bank will issue a new safe access card to the Lessee or his Authorized Person that carries the inscription "copy". The Lessee shall bear the costs of producing a new safe access card.

- All safe access cards shall be returned to the Bank after the end of term of the Agreement.

7. Magnetic Safe Access Card

- In branch offices equipped with magnetic card readers, the Bank will issue to the Lessee and any Authorized Persons separate Magnetic Safe Access Cards.
- The Lessee or Authorized Person can access the safe by inserting the magnetic card into the card reader and entering the Personal Identification Number (PIN).
- The Personal Number (PIN) is chosen by the Lessee or Authorized Person. The PIN consists of four digits and shall not consist of any written data (e.g. Lessee's date of birth, identity card number, etc.) or logical sequences (e.g. 1234, 1111, etc.).
- The Lessee is obligated to use the magnetic card in a correct manner and to duly safeguard the magnetic card and PIN. The Bank shall not be liable for any damage caused by incorrect use, loss, or theft of the Lessee's magnetic card.
- Any loss of the coded Magnetic Safe Access Card shall be immediately notified to the Bank. This also applies to the disclosure or suspected disclosure of the PIN to an unauthorized person. Following the receipt of a written notice, the Bank will cancel the lost magnetic card of the Lessee or Authorized Person and issue a new card. The Lessee will be charged a fee for a new magnetic card in accordance with the Fee Schedule.
- After the end of term of the Agreement, the Lessee shall empty the contents of the safe and return to the Bank the magnetic card held by the Lessee and any Authorized Persons.
- If the Lessee fails to return the magnetic card after the end of term of the Agreement, the Bank charges a penalty in the amount of the full annual lease and additional costs incurred by the Bank, as set forth in the Fee Schedule.

8. Access to the Safe Deposit Box

- The right to access the safe is held only by the Lessee and his Authorized Persons. Access to the safe is possible during business hours of the Bank branch office where safes are located. Business hours of the safe area may differ from those of the Bank branch office where safes are located. The Bank shall have the right to change business hours as necessary.
- Prior to entering the safe area, the Lessee or Authorized Person shall present the Bank employee with the Safe Access Card and a valid government-issued personal identity document with a photo, and sign the safe access log.
- The Lessee shall observe and follow the security system in the safe area.
- The same safe can be accessed by a maximum of two persons at a time.
- Access to the safe is possible only if accompanied by a Bank employee.

9. Change of Address or other Details

- The Lessee is required to notify the Bank of any change of data, data of Authorized Persons, and other data relating to the account, as stipulated by the Agreement and other relevant documents, which are material for the performance of the contractual relationship. The notification shall be made no later than five (5) days after the change. The Bank shall not be liable



for any damage caused by the Lessee's failure to communicate changes.

- If the parcel returns to the Bank as "address unknown/moved" or due to any other similar cause that makes it impossible to deliver the mail, the Bank shall not be required to seek the user's new address, it can, however, stop sending notifications to this address and modify the notification method to any other method used by the Bank that is the most appropriate by discretion of the Bank.
- If notifications are distributed by mail, it shall be understood that the notification was delivered correctly if it was mailed to the Lessee's last known address that the Bank keeps in its records. If the parcel returns to the Bank as "address unknown/moved" or due to any other similar cause that makes it impossible to deliver the mail, the Bank shall not be required to seek the user's new address, it can, however, stop sending notifications to this address and modify the notification method to any other method used by the Bank that is the most appropriate by discretion of the Bank.

10. Storage of Items in Safe Deposit Boxes

- Safes may be used to store valuable items and documents other than perishable items and substances, items and substances prone to decay, or items the possession and distribution of which is prohibited by law and that may cause public danger, which is regarded as a criminal offence under Article 314 of the Penal Code. This refers to items and substances that are easily flammable, explosive, radioactive, etc., as well as illegal narcotics and firearms. Storage of cash in safes is not allowed.
- The Bank employee shall have the right, in suspicious cases and in the presence of the Lessee, to inspect the items the Lessee wishes to store in the safe. The inspection is conducted purely for purposes of verifying the suitability of contents for storage, not for valuation purposes.
- The Lessee is liable for any damages caused to the Bank or other lessees by items and substances referred to in the first paragraph.
- The Bank shall have the right to cancel the Agreement if the Lessee fails to honour the obligations set forth in the first paragraph of this section.

11. Lease Fee

- The Lessee shall pay the Bank a fee for the lease of a Safe Deposit Box for the term agreed on in the Agreement.
- The amount of the fee is specified in the Fee Schedule.

12. Reminding Process and Priority Right of the Bank

- After the end of the term of lease or termination of the Agreement, the Lessee is obligated to empty the contents of the safe, return all keys to the safe, return all Magnetic Safe Access Cards, return all Safe Access Cards, and settle any outstanding obligations.
- The Bank confirms the receipt of keys and magnetic cards by issuing a written handover protocol in two copies, one for the Lessee and one for the Bank.
- If the Lessee fails to act in accordance with the first paragraph, the Bank will deliver a written reminder to do so in eight (8) days. If the Lessee fails to meet their obligations under the first paragraph, the Bank will open collection procedures



and/or open the safe within two months (2) of the termination of the Agreement in the presence of a notary, who takes inventory of the contents of the safe. The document listing the contents of the safe is sent to the Lessee in the manner agreed-on in the Agreement. The Lessee shall compensate the Bank for the costs of forced entry to the safe and the notarial fees immediately upon the Bank's first written request, whereby the Bank shall also have the right to recover these costs in accordance with the below paragraph.

- The Bank shall have the right of priority repayment of all outstanding obligations of the Lessee towards the Bank and any damage and costs incurred by recovering the sums from the cash recovered from the safe or from the proceeds from the sale items recovered from the safe. The Bank will store all remaining items recovered from the safe that it did not use to recover its claims on the Lessee at the expense of the Lessee. Items recovered from the safe will be stored for five years, following which they will be destroyed under the control of a dedicated commission or sold at an auction.
- The Lessee expressly and irrevocably authorizes the Bank to satisfy any outstanding past due claims arising from the Agreement without any special order by recovering the sums from any balances the Lessee keeps or will keep on accounts with the Bank.

13. Termination of Safety Deposit Box Lease Agreement

The Bank shall have the right to terminate the Agreement in writing prior to the end of term of the lease and without a notice period if:

- The Lessee failed to pay the lease fee or other costs;
- The safe is used to store items that are not allowed to be stored in the safe under these Terms & Conditions;
- The Lessee did not allow a Bank employee to inspect the content of the safe, as required under these Terms and Conditions;
- The Lessee or his Authorized Person breached the terms of the Agreement or these Terms and Conditions
- If the Lessee is no longer a Bank client.

The Bank shall have the right to terminate the Agreement in writing prior to the end of term of the lease with a period of notice of thirty (30) days in case of closure of the branch office and in case the criteria and conditions to onboard or maintain a business relationship with a client, as required by the Bank's bylaws, are not met.

The Bank will deliver the Agreement termination or withdrawal notice to the Lessee in the manner agreed-on in the Agreement. The Bank will distribute the Agreement termination or withdrawal notice in hard-copy format to the Lessee's last known address. The notice period shall be triggered on the day after the termination notice has been posted by mail or on the day of receipt of the notice if the Bank distributed the termination notice via a durable data medium.

The Lessee shall have the right to terminate the Agreement prior to the end of term of the lease and with immediate effect if:

- The lease fee and other costs are paid in full at the time of cancellation;
- The contents of the safe have been emptied in advance;
- The Lessee returned all the keys to the safe and magnetic cards he was issued at the beginning of the lease;

- The Lessee returned his Safe Access Card and the Authorized Person's access card;
- He notified the Bank of the cancellation in writing.

In cases referred to in the first and fourth paragraph of this sub-section, the Lessee shall not be entitled to a refund of the lease fee paid in advance. In cases referred to in the second paragraph of this sub-section, the Lessee shall be entitled to a refund of a proportional part of the lease fee paid in advance.

14. Business Secret and Personal Data Protection

- Data on lessees of safe deposit boxes are confidential and constitute business secrets of the Bank. The Bank may disclose data on a lessee of a safe deposit box in the extent and in the manner provided by applicable law.
- The Bank, as a controller of a personal data filing system, administers, maintains, and controls the personal data filing system relating to the transactions of the Lessee in compliance with the Regulation on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR, EU 2016/679) and in compliance with the applicable personal data protection act, as specified in detail in the General Information on Personal Data Protection in Nova KBM, available online at www.nkbm.si/vop and in all Bank branch offices.
- The Bank may collect, process, and exchange the following confidential data on the Authorized Person with the aim of preventing, investigating, or uncovering fraud or scam relating to the lease of a safe deposit box:
 - Data on lessees of Safe Deposit Boxes, their authorized persons and third parties involved in a fraud or scam or attempted fraud or scam or who have suffered or may have suffered damage in such an event or attempted event: name and surname or tile, permanent and/or temporary residence or registered office, registration number, tax number and contact details (telephone, email, IP address, audit trails, correspondence with client and other similar data necessary for efficient investigation of a case), and
 - Date and description of event involving fraud or scam or attempted fraud or scam.
- The Lessee expressly authorizes the Bank to use automated processing tools or standard tools to create, process, store and transmit personal and other data relating to the lease of a safe.
- The Lessee consents to the processing of personal data of their Authorized Persons and authorizes the processing of personal data of Authorized Persons that the Lessee provided to the Bank or that are available to the Bank for purposes of complying with contractual commitments and relevant obligations of the Bank under the law and executive regulations and obligations arising from and in accordance with international legal instruments adopted by the Republic of Slovenia and legal instruments of the European Union, as well as for purposes of complying with all binding national and international legal instruments and rules applicable or relating to anti-money laundering and counter terrorist financing.

15. Recovered Items

The Bank creates a record of all items recovered in the safe area and proceeds by acting in accordance with the Recovered Items Procedure Rulebook (OJ RS, No. 90/2015) or other regulation governing the handling of recovered items.



16. Relocation of Safe Deposit Boxes

If a Bank branch office is being renovated or remodelled, or if the safes are moved to a new location due to the closure of a branch office, the Bank notifies the Lessees of its intent to relocate the safes, of the new location of safes, and on the option of them being provided with a replacement safe for the time of the renovation or remodelling of the branch office, and requests of the Lessees to empty the contents of the safe. The Lessees shall empty their safes within 30 days of receipt of the notification.

The Bank will provide the Lessee with a replacement safe for the time of renovation or remodelling of the branch office, provided one is available and the Lessee agrees with such an arrangement. If a replacement safe cannot be provided or if the Lessee does not agree with the arrangement, the Bank will refund the Lessee a proportional part of the lease fee for the period when the Lessee is not able to use the safe. After the end of the renovation or remodelling, the lessee may again use the safe in accordance with the Agreement and these Terms and Conditions.

If safes are relocated due to the closure of the branch office, the Bank provides the Lessee with a safe at another location and the lease arrangement continues at the secondary location under original terms and conditions. If the Lessee does not agree with the relocation and notifies the Bank thereof in writing within the timeline referred to in the last sentence of the first paragraph of this section, the Agreement is terminated, irrespective of its original term, within 8 days of the day when the Bank received the Lessee's notification on him disagreeing with the new location. In this case, the lessee shall act in accordance with provisions governing the termination of the Agreement, whereby the Bank shall refund the Lessee a proportional part of the lease fee for the period since the termination of Agreement until the expiration of the contractually agreed term of lease.

If the Lessee fails to reply to the Bank's notification referred to in the first paragraph of this section within the timeline set forth herein, it shall be understood that he agrees with the Bank relocating the safe unit and the Bank shall not be liable for any damage to the contents of the safe.

17. Liability of the Bank

- The Bank shall maintain the security of safes with the diligence of a good manager. In protecting the premises where the safes are located, the Bank shall carry out sound and prescribed security measures.
- The Bank shall be liable towards the Lessee for any damage only if the damage was caused by omission of security measures or other dereliction of due care. As the contents of the safes are not known to the Bank, only Lessees who are able to prove the contents of the safe on the date of the loss event shall be entitled to compensation for the damage to items they claim compensation for. The Lessee shall also prove the value and ownership of items he is claiming compensation for.
- If items are stored in contravention with Section 9(1) of these Terms & Conditions, the Lessee shall not be entitled to compensation.
- The Bank shall not be liable for damage caused by events beyond its control and acts of god.

18. Amicable Dispute Resolution

- The Lessee and the Bank undertake to resolve any disputes, disagreements or complaints relating to services under these Terms and Conditions in an amicable manner.

- The Lessee may file a complaint relating to a Bank service in person at any Nova KBM branch office, by regular mail to the Bank's address Nova KBM d.d., Ulica Vita Kraigherja 4, 2000 Maribor, or by email to reklamacijeNKBM@nkbm.si or info@nkbm.si, or by telephone to the toll-free number 080 1770.
- The Bank's first-instance complaint authority will decide on the complaint after collecting all available documentation and no later than within eight (8) business days. The decision on the complaint shall be distributed to the Lessee in the agreed-on manner unless the complaint is rejected. The rejection shall be delivered in writing. If the Lessee does not agree with the decision of the first-instance authority, they may file a written appeal against the decision to the addresses (including email) referred to above. A written complaint can also be filed at any Nova KBM branch office. The complaint will be considered by the Bank's second-instance complaint authority.
- The Bank's second-instance complaint authority will decide on the complaint by no later than fifteen (15) days after receipt of a complete complaint.
- In exceptional cases where the Bank is not able to reply to the complaint within the expected time due to reasons beyond its control, it shall notify the Lessee of the status of the complaint handling procedure and the resolution end-date, which shall not be longer than thirty-five (35) days in any case.

19. Final Provisions

If the Bank intends to change these Terms & Conditions, it will commonly notify the Lessee thereof 5 days prior to the changes taking effect by way of a notification in electronic format delivered via the Bank's online banking service or by a post on the Bank's website or in another manner common for the banking business.

Applicable General Terms and Conditions for Corporate Safe Deposit Box Lease are published on the Bank's website and available in all Bank branch offices that offer safe lease services.

As of the date of effect of these General Terms and Conditions, the previous version of the terms and conditions shall cease to apply. These Terms and Conditions apply to pre-existing contractual relationships.

The language of contractual relationships and communications between the Lessee and the Bank is Slovenian.

The Lessee undertakes to communicate any modification or supplementation of Terms and Conditions to his Authorized Person.

If the Lessee does not agree with changes to Terms and Conditions, he shall deliver to the Bank a written Agreement cancellation notice within 8 (eight) days of receipt of the Bank's notification on the intended modification or supplementation of these Terms and Conditions. If the Lessee does not notify his intent to cancel the agreement within the timeline referred to herein, it shall be understood that he accepts the changes.

Services under these Terms and Conditions shall be governed by and interpreted in accordance with the law of the Republic of Slovenia.

These Terms & Conditions take effect and apply as of 1 June 2021.

Nova KBM

