



TERMS AND CONDITIONS

SAFE DEPOSIT BOX LEASE

HERCULIS GUARDIANS SA

Rue du 23 Juin 30
2900 Porrentruy, Suisse

Tél. +41 32 552 02 20

www.herculisguardians.ch
info@herculisguardians.ch

Article 1 - Definitions

The Lessor is Herculis Guardians S.A., a company having its place of business at 30, Rue du 23 Juin, CH-2900 Porrentruy ("HGSA").

The client is any person entering or entered into a safe deposit box lease agreement with HGSA.

Article 2 - Lease Agreement

The lease shall become effective on the date of signature of the agreement for a duration of 12 months renewable.

If the Agreement is not terminated according to article 3 below, it shall be tacitly prolonged for another 12 months and so on for the same period.

HGSA may refuse renting without a reason. No assignment of rights or subletting under the agreement is permitted.

Article 3 - Termination of Lease Agreement

The client may cancel the lease agreement by giving a 30-day registered letter before the expected date of termination. Termination of the agreement shall become effective only upon delivery of the keys and the access cards to HGSA, and provided that the safe deposit box is returned in a proper condition, opened and with no contents. Termination of the agreement shall be binding upon HGSA only when all the above terms and conditions have been met.

HGSA reserves the right to terminate the agreement at any time without a reason by giving a 30-day registered letter before the expected termination date. The registered letter shall clearly specify the outside date for returning the keys, the access cards and the safe deposit box in a proper condition, opened and with no contents. In such case, provided that the safe deposit box has been returned in compliance with the above terms and conditions, HGSA shall refund the rental costs to the client. Upon termination of the period allowed to the client by HGSA for returning the safe deposit box, HGSA may return the safe deposit box in its possession and open it forcedly, as set forth in article 9 below.

HGSA may, without recourse to court, claim reimbursement for rental costs and payment of any other accounts receivable in connection with contents of the safe deposit box and take the remaining things into custody of HGSA or a relevant administrative body at the client's expense.

Article 4 - Rental Costs

The rental shall be based on the HGSA's rate and payable in cash straight away, or by post bill presenting the receipt stamped.

The rental shall be paid in advance upon signature of the agreement and not later than 20 days before the following new rental period; any commenced period of the service shall be paid in full.

Where the agreement is terminated at the HGSA's discretion, the client may claim the refund of the rental paid in advance, and such refund shall be pro rata the remaining time.

HGSA reserves the right at any time to change its specified rates.

Article 5 - Keys and Access Card / Liability

Each safe deposit box has an electronic and a mechanical lock. Each safe deposit box lock is unique.

There are only two electromechanical keys for each safe deposit box, which are delivered to the client upon signature of the agreement. The safe deposit box is opened with these keys. The client may place its keys into a sealed envelop and deliver them to HGSA for custody at extra charge. In such case, a client's key will be delivered to it upon presenting a valid identification document.

If any other authorized persons (attorneys-in-fact) have access to the safe deposit box, HGSA will deliver access cards to them, as required for electronic unlocking of the safe deposit box, upon signature of the power of attorney. The client shall deliver a mechanical key for the safe deposit box to its attorneys.

Any making of duplicates of the keys and the access cards is strongly prohibited. The client shall carefully keep the keys and the access cards, if any.



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In case of loss, theft or similar occurrence with the keys and/or the access cards, a prompt notice shall be given to HGSA. The client shall be liable for any unauthorized use of the keys or the access cards after giving a notice of their loss to HGSA.

If HGSA is to replace the lock as a result of any loss or negligent handling of the keys by the client, the replacement shall be done in presence of the client or any of its attorneys, and all related costs shall be borne by the client (including any administrative costs).

HGSA may claim a security deposit for the keys and the access cards. This security deposit shall be returned to the client upon termination of the lease agreement, provided that the keys and/or the access cards have been returned to HGSA according to the above provisions.

Article 6 - Power of Attorney

The client may authorize one or more persons to dispose of its safe deposit box. For this purpose, the client shall sign the form of the power of attorney delivered by HGSA.

The client shall be solely responsible to HGSA for any actions done by its attorneys under the power of attorney.

Any persons appointed by a legal entity or an association will be considered by HGSA as having the right to dispose of property, whether they are registered in the Trade Register of Companies or any other similar register or not.

The client may at any time revoke powers of attorney by signing a respective application with HGSA. Any revocation of the power of attorney shall become effective immediately. In case of revocation of the power of attorney, the key and/or the access card shall be returned to HGSA.

Article 7 - Access to Safe Deposit Box and Access Permit

The client and/or its attorney may obtain access to the safe deposit box upon presenting of the key and/or the access card to the safe deposit box. HGSA reserves the right to verify the identity of any person wishing to have access to safe deposit boxes.

The opening hours are Monday - Friday, according to the company schedule. Safe deposit boxes may be accessed to during opening hours on a walk-in basis.

In extraordinary circumstances, the client and/or its attorney may obtain access to the safe deposit box in non-business hours. For this purpose, the client and/or its attorney shall send the respective request not later than twenty four hours before arrival. Any access to the safe deposit box outside of opening hours may give rise to extra expenses payable by the client.

It is strongly prohibited to carry any telecommunications equipment capable of making photos, video and voice recordings (cameras, camcorders, smart phones, etc.) while in the premises with safe deposit boxes. When visiting the safe deposit box, the client or its attorneys shall leave these items in a dedicated booth secured by HGSA.

Article 8 - Contents of Safe Deposit Box

The only items that may be stored in safe deposit boxes are documents, securities, money, precious metals, pieces of art, valuables, jewelry and other similar items. No materials and items that pose any danger, capable of doing any damage, perishable and prohibited by law may be stored in the safe deposit box, for example, drugs, arms, explosives, vegetable and animal materials.

The client shall be liable for any and all loss, which can arise as a result of incompliance with this requirement.

HGSA may at any time request the confirmation from the client that the contents of the safe deposit box meet the above terms and conditions.

HGSA shall not be responsible for the condition of any items stored in the safe deposit box. In particular, it shall not be responsible for any items liable to damage or requiring special care.



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Article 9 - Forced Opening of Safe Deposit Box

HGSA may open the safe deposit box forcedly without a prior notice:

- In case of any noise, evaporation, smoke, smell and any other suspicious releases coming from the safe deposit box. In such case, HGSA is authorized to take any reasonable measures in respect of such harmful substances or subjects;
- In case of any serious unforeseeable circumstances compelling HGSA to take extraordinary measures to protect its interests, interests of its client and other clients;
- If any heritables are recognized escheated (see article 11 below).

If the rental has not been paid, or HGSA has not recovered the amounts payable for use of the safe deposit box upon termination of the lease, it may, upon expiry of 30 days since the giving of a registered letter to the client, open the safe deposit box by efforts of a dedicated company at its discretion. HGSA shall appoint a court bailiff or a notary to execute a safe deposit box opening report with the list of contents. Contents of the safe deposit box will be placed in sealed envelopes, which custody shall be ensured by HGSA at the client's expense, and HGSA will guarantee payment of any amounts payable by the client under the agreement.

If the safe deposit box needs to be opened forcedly by request of the client or its duly authorized attorneys, in particular, in case of loss of or damage to the keys, it shall be HGSA only who may take the respective measures to effect the forced opening.

Costs connected with forced opening of the safe deposit box, appointment of a court bailiff or a notary, if appropriate, and costs of safe deposit box repairs shall be borne by the client.

Article 10 - Death

Any heirs of the deceased client shall inform HGSA of client's death. In this respect, HGSA shall not be liable until it receives the notice of client's death. Heirs shall also see to revocation of all powers of attorney, which they wish not to reserve effective.

Article 11 - Escheated Property

According to the regulations relating to escheated property, HGSA will recognize any client's property as escheated upon expiry of ten years since the most recent contact with the client. In such case, HGSA will deliver the information about contents of the entire room of the safe deposit box to the central database. It shall be only a Swiss banking ombudsman, who is authorized to do investigation in the interests of assignees.

Article 12 - Special Storage Conditions of Safe Deposit Box Contents

HGSA does not undertake to store any items deposited in the safe deposit box in any special storage conditions, as may be required (humidity, temperature, etc.).

The client shall itself take all necessary measures to safeguard any items need to be stored in special environment conditions.

Article 13 - Duty of Care

HGSA shall give the same degree of consideration to matters of safety and proper locking of safe deposit boxes as it would give to safety matters in connection with its own valuables. HGSA shall be liable for any damage resulting from any failure to meet this duty of care, and liability cap per a safe deposit box shall be 20,000.00 Swiss francs. HGSA shall not bear any other liability. The client shall insure contents of the safe deposit box, if value of such contents exceeds the above cap (see article 15).

Article 14 - Liability

The client shall be liable for any damage arising through its fault or negligence or through any fault or negligence of its attorneys, which may be inflicted on the safe deposit box, contents of the safe deposit or the premises in which the safe deposit box is located.

HGSA may not be held liable for any loss of or damage to contents of the safe deposit box as a result of any theft, crash, fire, flood or otherwise, unless HGSA's fault is proved.

HGSA may not be held liable for any loss of or damage to valuables stored in the safe deposit box, unless such loss or damage resulted, directly or indirectly, from force majeure.



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Force majeure shall include, *inter alia*:

- Theft in time of war or civil disturbances;
- Theft accompanied by an armed or non-armed threat with real or fictitious arms and hostage taking;
- Any order by legitimate or non-legitimate authorities;
- Fire resulted from lightning stroke or any other disaster resulted from extreme weather conditions;
- Earthquake or fall of meteorites, crashes of aircraft or spacecraft, and their parts;
- Irradiation or any other ionizing impact or emission affecting the atomic structure of valuables placed in the safe deposit box for storage.

If any HGSA's fault is proved, it shall be liable for the damage only to the extent of the amount specified in article 15. This provision shall apply, if value of valuables deposited by the client exceeds the above amount.

In case of any loss of or damage to valuables placed in the safe deposit box, the client shall establish the fact giving rise to such loss or damage. The client shall also prove that the valuables were present in the safe deposit box before the occurrences giving rise to damage and the amount of damage. The fact that valuables were present in the safe deposit box before the occurrences giving rise to damage shall be established on the basis of serious, accurate and agreed assumptions.

Article 15 - Insurance

Unless specified otherwise, valuables put in the safe deposit box for custody, are insured in the amount of 20,000.00 Swiss francs per a safe deposit box.

To claim for insurance indemnity, the client shall:

- By any legal means produce the proof of circumstance giving rise to loss of or damage to the property placed into the safe deposit box;
- By any legal means produce the proof of the damage amount;
- Promptly inform HGSA of incurred damage.

Under no circumstances, the insurance liability shall extend to any direct loss, such as moral damages, damage to valuables not locked in the safe deposit box.

The client may insure contents of the safe deposit box by entering into an additional insurance contract (in addition to the master insurance contract) for the coverage amount at its discretion. HGSA shall on its behalf enter into the insurance contract with a corporate insurance partner for the amount corresponding to the type of insurance coverage chosen by the client (burglary/robbery, fire/calamity, flood damage). The client shall observe the restrictions imposed by the insurer and corresponding to the maximum coverage amount depending on size and volume of each kind of safe deposit box.

Article 16 - Notices

The client shall promptly inform HGSA of any change in the address and any event affecting legal capacity and civil status whether in respect of itself or any of its attorneys.

HGSA shall send all notices to the address specified in the lease agreement, unless the client informed HGSA in writing of any change in the address.

Any notice given to the client by e-mail with or without an electronic signature as part of performance of these contractual terms shall be deemed valid.

Article 17 - Costs and Taxes

The client shall pay all costs, charges and rates, whether of tax or any other nature, resulting directly or indirectly from performance of the lease agreement.

The client shall reimburse HGSA for any and all amounts, which it may have to pay in connection with any attachment of contents of the safe deposit box.

Article 18 - Modification of Agreement

HPSA reserves the right at any time to modify these contractual terms of the safe deposit box lease. Any such changes shall be communicated to the client by any means appropriate for such purpose. If the client does not submit any objections within a month, such changes shall be deemed accepted.



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Article 19 - Effect of Contractual Terms and Field of Application

These contractual terms shall become effective from February 20, 2023 and, since that date, supersede all previous terms and conditions of the safe deposit box lease.

By signing the lease agreement, the client acknowledges that it has read these contractual terms and accepts the same.

Article 20 - Protective Clause

If any provisions of general contractual terms and conditions are invalidated in full or in part, the remaining provisions shall remain in effect and applicable. The parties will replace any invalid or inapplicable provision with a valid and applicable one, and such new provision shall be as close as

possible to the economic purpose of the replaced provision. The same rule shall apply where any certain provision is found to be absent in the contractual terms.

Article 21 - Applicable Law, Jurisdiction and Place of Performance

All legal relations between the client and HGSA shall be governed by the Swiss Law.

Jurisdiction shall be determined according to mandatory legal provisions. In absence of such provisions, the competent court shall be a HGSA's local court.

The same shall apply to the place of performance and legal venue in respect of any clients having a place of residence or a place of business outside of Switzerland.

However, HGSA may apply to court or a competent authority at the client's place of residence or the place of business, or to any other competent court.

Contractual Terms of February 20, 2023