



RENTAL CONTRACT OF A SAFE DEPOSIT BOX

1. PARTIES TO THE CONTRACT

1.1. RENTER

Geiger Edelmetalle AG, Grenzstrasse 14, 9430 St. Margrethen, CHE-114.998.470 VAT

1.2. BOX HOLDER

Company	Commercial Register no.
Last Name	First Name
Street, no.	ZIP code, City
Country	Date and place of birth
E-Mail	Phone
proven by <input type="checkbox"/> ID/PA <input type="checkbox"/> RP No.	Citizenship
Authority	valid till (dd/mm/yyyy)

2. OBJECT OF THE CONTRACT

2.1. The renter shall give the following safe deposit box:

☐ Grenzstrasse 14, 9430 St. Margrethen ☐ Grenzstrasse 11, 9430 St. Margrethen

Safe deposit box-No.	Client No.	Category	Safe Deposit Box
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2.2. The renter shall give the safe deposit box at will. Access to the safe deposit box will be granted to the Box-holder during opening hours of the Renter. For details attached to this contract, please refer to attachment 1.

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3. COMMISSION

3.1. RENT

3.1.1. The box-holder shall pay the rent for the safe deposit box as a prepayment according to attachment 1 as well as the latest price list. (Please refer to www.geiger-edelmetalle.ch, or directly at one of our Swiss branches). The renter has the right to amend unilaterally the commission of the Contract at any time. The renter shall send a notice to the box-holder on amending.

3.1.2. Latest price sheet (pls. check box accordingly):

Grenzstrasse 14, 9430 St. Margrethen

Choice Box-holder	category	Door dimensions inside		depth (cm)	Fee (VAT included) (per year, in CHF)
		height (cm)	width (cm)		
<input type="checkbox"/>	A	10	27	37	180
<input type="checkbox"/>	B	15	27	37	230
<input type="checkbox"/>	C	20	27	37	300
<input type="checkbox"/>	D	30	27	37	400
<input type="checkbox"/>	E	60	27	37	600

Grenzstrasse 11, 9430 St. Margrethen

Choice Box-holder	category	Door dimensions inside		depth (cm)	Fee (VAT included) (per year, in CHF)
		height (cm)	width (cm)		
<input type="checkbox"/>	1	6	25	42	220
<input type="checkbox"/>	2	8	25	42	280
<input type="checkbox"/>	3	14	25	42	360
<input type="checkbox"/>	4	20	25	42	420
<input type="checkbox"/>	5	29	25	42	500
<input type="checkbox"/>	6	35	25	42	600
<input type="checkbox"/>	7	29	56	42	800
<input type="checkbox"/>	8	60	56	42	1000

3.2. INSURANCE FEE

The renter shall insure the stored **precious metals** certified against theft, burglary, fire as well as natural hazards. The box holder shall pay an insurance fee of 0.2% per year calculated from the value of the stored precious metals at the time of invoicing. Any other items than precious metals are not insured.

3.3. MATURITY

The box-holder shall pay the rent for the safe deposit box for one year in advance. Safe box openings during the calendar year shall be calculated pro rata at the beginning of invoicing, except of termination of the contract.

Refund of the fee incl. insurance is excluded.

4. SIGNATORY FOR OTHER LEGITIMATED PERSONS

The renter shall ensure that access to the safe deposit box is enabled only to the Box-holder or a person, authorized by the latter. The access authorized persons are called co-box-holder and have to be filled in form 2 "Signatory for other legitimated persons".



5. **TERMINATION**

Both parties are able to cancel the safe deposit contract anytime by end of the month. Only the main-box-holder is able to cancel the contract.

6. **SIGNATURES**

Place, Date	Signature Box-Holder
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Place, Date	Geiger Edelmetalle AG
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Internal remark:

Branch	Employee
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ANNEX 1: CONDITIONS FOR THE RENTAL OF SAFE DEPOSIT BOXES

Geiger Edelmetalle AG (hereinafter referred to as the „Lessor“) offers its customers the opportunity to store their precious metals securely in a safe deposit box. The following conditions apply.

1. CONTRACT CONCLUSION

- 1.1. The rental contract is only concluded when the Lessor accepts the application and its contents (by handing over a countersigned copy of the contract). The Lessor is free to refuse the Lessee's application without giving reasons.
- 1.2. A safe deposit box can only be rented by one Lessee. The Lessee is entitled to dispose of the safe deposit box contents alone and without restriction, and to authorise third parties to gain access.

2. RENTING DURATION AND TERMINATION

- 2.1. The safe deposit box is rented for an indefinite period.
- 2.2. The rental contract can be cancelled by either party at any time to the end of a month. Notice of cancellation can only be addressed to the Main Lessee and can also only be effected by the main Lessee.
- 2.3. The right to terminate the contract for good cause remains unaffected. In particular, the Lessor may terminate the rental contract without notice if the Lessee breaches the obligation under Clause 4 or if he is more than two months in arrears with the payment of the rent due and a reasonable grace period granted to the Lessee for payment has expired without result.
- 2.4. The Lessee's rights under the rental contract are not transferable and sub-renting is not permitted.
- 2.5. In the event of early cancellation, no refund of insurance and fees will be made if the contract is cancelled before the end of the year.

3. ACCESS AND LOCKING OF THE SAFE DEPOSIT BOX

- 3.1. Access to the safe deposit box is only possible during the Lessor's opening hours and is recorded in writing. The safe deposit box is locked by the Lessee and the Lessor. This means that both parties can only open the compartment together. The Lessee is alone responsible for locking. The Lessee receives two identical keys from the Lessor for the lock to be locked by him, which he must keep carefully - if possible separately. It is forbidden to have spare keys made.
- 3.2. The Lessee is solely responsible for the safe storage of the keys.
- 3.3. The Lessor must be informed immediately if a key is lost. In this case, the Lessor will block access to the safe deposit box and arrange for the lock to be replaced and new keys to be made. The Lessor will also have the safe deposit box opened. The safe deposit box can only be opened (by force) in the presence of a notary who records the contents of the safe deposit box. The Lessee will be informed of the opening and its date.
- 3.4. The Lessee is liable for all costs and damage caused by the measure and/or failure to notify. The provisions of Clause 6.3 apply accordingly.

4. SAFE DEPOSIT BOX CONTENTS

- 4.1. The safe deposit boxes and the cassettes contained therein may only be used for the storage of securities, certificates, precious metals, jewellery, cash or other items of a similar nature. The Lessee must observe any weight restrictions depending on the locker location when storing items. The storage of prohibited or dangerous objects or objects unsuitable for storage in buildings is strictly prohibited. The Lessee shall be liable for any damage arising from failure to comply with this provision. The Lessor is entitled to obtain proof from the Lessee at any time of the contents of the safe deposit box or that the contents of the safe deposit box comply with this provision. The Lessor accepts no liability for the condition of the items stored in the safe deposit box. In particular, the Lessor declines liability for items that are perishable or require



special supervision or maintenance. The Lessee is liable for any damage caused by non-compliance. The Lessor reserves the right to request access to the contents of the safe deposit box at any time in order to ensure compliance with the above provision.

- 4.2. The Lessor takes note of the stored precious metals and records this in a protocol signed by the Lessee. All other stored items are not logged and are not insured.

5. AUTHORISED CO-LESSEES AND DEATH

- 5.1. The Lessee (hereinafter referred to as the „Main Lessee“) has the option of nominating authorised persons. Those authorised to access the safe deposit box join the rental contract as Co-Lessees. The Main Lessee determines whether the Co-Lessees have a sole right of access. The authorised Co-Lessees must be entered and legitimised in the „Signature Card“ annex. This must be signed by the Main Lessee and the respective Co-Lessee in the presence of one of the Lessor's employees, otherwise the signatures of the Main Lessee and Co-Lessee must be notarised. For security reasons, the Co-Lessee should be introduced personally by the Main Lessee and sign in the presence of an employee of the Lessor. The legitimisation of the Co-Lessee must be ensured by presenting a valid identity card or passport. The Lessor reserves the right to refuse the acceptance of the Co-Lessee. If the Lessee is authorised to use the safe deposit box, the same provisions apply as for the Main Lessee.
- 5.2. The Co-Lessee cannot appoint further Co-Lessees, grant sub-authorisation or terminate the rental contract.
- 5.3. Only the Main Lessee can revoke the Co-Lessee's access authorisation in writing to the Lessor with effect for the future.
- 5.4. If the Main Lessee dies, the heirs must identify themselves by means of a certificate of inheritance and the executor of the will by means of a certificate of executorship. If the Lessor is presented with an official or court-certified copy of a disposition of property upon death and of the opening of inheritance proceedings, the Lessor may, with discharging effect, admit as the authorised user of the safe deposit box the person who is named in the disposition of property upon death as the heir or as the executor of the will. Each heir of the Main Lessee has the sole right to revoke the access authorisation of a Co-Lessee.

6. TERMINATION OF THE RENTAL CONTRACT

- 6.1. Upon termination of the rental contract by cancellation, the Lessee must return to the Lessor both keys to the safe deposit box and, if applicable, a cassette belonging to the safe deposit box in a usable condition.
- 6.2. If the Lessee has not cleared the safe deposit box and returned the keys at the end of the rental period, despite having been requested to do so in writing, the Lessor is entitled to open the safe deposit box 30 days after sending this request without involving the Lessee and without legal proceedings. The lock is opened in the presence of two employees of the Lessor witnessed by a notary at the Lessee's expense and a record is made of the contents of the safe deposit box. The Lessee shall bear the costs incurred in opening the safe deposit box. Until the safe deposit box is opened, the Lessee is obliged to pay the rent and the insurance premium.
- 6.3. The Lessor may satisfy all claims arising from the rental contract and other claims from the contents of the safe deposit box. The Lessor is authorised to sell the pledge privately by means of self-sale and self-entry. The Lessor may store the unsold items and any remaining surplus in another secure location or hand them over to a state depository. If the deposit of the contents of the safe deposit box by the court is inadmissible and realisation is not possible, the Lessor may destroy it after prior warning and recording of a protocol.

7. LIABILITY AND INSURANCE

- 7.1. The liability of the Lessor is limited to intent and gross negligence.
- 7.2. The Lessor accepts no liability for damage caused by force majeure (natural disasters, strikes, seizures, confiscation, terrorism, etc.)
- 7.3. The precious metal stored in the safe deposit box is insured by the Lessor against fire (fire, lightning, explosion), burglary, vandalism in the event of burglary and robbery within the business premises. All

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other stored items are not insured. If an insured event occurs, the Lessee undertakes to cooperate with the insurance company or the Lessor in all actions that the insurance company requests from the Lessee or the Lessor in order to settle the insured event.

- 7.4. The Lessee is responsible for checking the stored items for damage, loss, etc. immediately after removing them from the safe deposit box and for notifying the Lessor in writing.
- 7.5. If a key is lost, the Lessor shall only be liable for the loss of the stored items if he has not prevented access to the safe deposit box on the basis of a notice of loss from the Lessee.

8. OTHER

Geiger Edelmetalle AG reserves the right to change the tariff at any time by notifying the deposit holder in good time. It may invoice separately for expenses (including delivery charges) and extraordinary endeavours. Geiger Edelmetalle AG may voluntarily send the customer 3 written reminders by e-mail, but is not obliged to do so. The following fees are due with the reminder of a claim:

First reminder after 30 days: CHF 100.00 / EUR 100.00

Second reminder after 90 days: CHF 100.00 / EUR 100.00

Third and final reminder after 180 days: CHF 100.00 / EUR 100.00

In addition to the reminder fees, interest on arrears shall be charged at a rate of 5 % from the due date of the claim.

If the outstanding amount is not paid by the due date, Geiger Edelmetalle AG is entitled, upon the occurrence of default and without a reminder, to proceed in accordance with Clause 9 of these GTC, which includes, in particular, the sale of the deposited items.

9. PLEDGE RIGHTS

The safe deposit box holder and Geiger Edelmetalle AG agree that the safe deposit items shall be used as a pledge for all existing and future claims of Geiger Edelmetalle AG against the safe deposit box holder. In the event that the safe deposit box holder defaults on payment of the safe deposit box fees, Geiger Edelmetalle AG shall be the lawful owner of the safe deposit items and shall be authorised to block the safe deposit box holder's access to the safe deposit box in order to protect the safe deposit items from unauthorised access. Furthermore, Geiger Edelmetalle AG is authorised, but not obliged, to sell the safe deposit items freely and without further ado in the event of default, notwithstanding the provisions of the Federal Act on Debt Enforcement and Bankruptcy (sale by private treaty, self-entry or through debt enforcement proceedings). The proceeds from any realisation will be used in advance to cover costs. Outstanding claims not covered by the proceeds or the costs of sale or disposal will be charged to the safe deposit box holder. Any surplus is paid out.

10. DATA PROTECTION

The privacy policy under Data Privacy Statement is an integral part of these Terms and Conditions. By concluding the contract, the Lessee also agrees to the Data Privacy Statement.

11. CHOICE OF LAW AND JURISDICTION

The rental contract is subject to Swiss Substantive Law to the exclusion of International Private Law and the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction is St. Margrethen. The Lessor is also entitled to proceed against the Lessee at another competent court. The mandatory legal jurisdictions remain reserved.

Place, date

Signature of the Lessee



DOCUMENT 2: SIGNATORY FOR OTHER LEGITIMATED PERSONS
(„CO-BOX-HOLDER“)

SAFE DEPOSIT BOX:

- ☐ Grenzstrasse 14, 9430 St. Margrethen
- ☐ Grenzstrasse 11, 9430 St. Margrethen

Safe Deposit Box-No.

Last Name Box-Holder

First Name

Place, Date

Signature Box-Holder

The Holder (called „Box-Holder“) names the following additional persons entitled to access. The persons entitled to access accept The Contract for the Safe Deposit Box. The following apply to accept terms and conditions mentioned in the contract of agreement for the safe deposit box.

OTHER LEGITIMATED PERSONS („CO-BOX-HOLDER“)

Last Name

First Name

Street, No.

Zip Code, City

Country

Date and place of birth

Proven by

☐ ID/PA ☐ RP No.

Citizenship

Authority

Valid till (dd/mm/yyyy)

Access authorization ☐ single

☐ only with Box-Holder

Place, Date

Signature Co-Box-Holder

Signature Employee



DOCUMENT 4: HANDING OVER SAFE DEPOSIT BOX KEY

Hereby I confirm the receipt of ____ key(s) for the safe deposit box

- ☐ Grenzstrasse 14, 9430 St. Margrethen
- ☐ Grenzstrasse 11, 9430 St. Margrethen

Safe Deposit Box -No.	Category
<div>Key recipient:</div>	
Last Name	First name
Place, Date	Signature key recipient
<div>Internal remark</div>	
Branch	Employee



LOCKER - STORAGE PROTOCOL (SAFE-DEPOSIT BOX)

Customer name		
Safe deposit box no.	Customer-No.	Page Number
Rental agreement since	Compartment size	Location

[illegible]

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**FORM A - DETERMINATION OF THE ECONOMIC BENEFICIARY – PRIVATE PERSON**

The Geiger Edelmetalle AG is a Financial Intermediary in the sense of Art. 2 Paragraph 3 of the Money Laundering Law (GWG). Supported by Art. 4 GWG, the Geiger Edelmetalle AG is obliged to obtain a written description regarding who is the Economic Beneficiary of the traded and/or stored assets..

CONTRACT PARTNER

<hr/>		Customer-No.
<hr/>	<hr/>	
Last Name	First Name	
<hr/>	<hr/>	
First Name	Zip, City, State	
<hr/>	<hr/>	
Date of Birth (dd/mm/yyyy)	E-Mail, Phone	
<hr/>	<hr/>	
proven by		
<input type="checkbox"/> ID/PA <input type="checkbox"/> RP No. <hr/>		
	Citizenship/s (<i>multiple citizenships indicated</i>)	<hr/>

THE CONTRACTUAL PARTY EXPLAINS HEREBY:

☐ that she/he is/are **allone** the economic beneficiary to the assets

ORIGIN OF THE ASSETS: (MULTIPLE ANSWERS POSSIBLE)

- | | | |
|---|--|---|
| <input type="checkbox"/> Professional & Business activities | <input type="checkbox"/> Pension | <input type="checkbox"/> Heritage or Gift |
| <input type="checkbox"/> Inheritance / Gift | <input type="checkbox"/> Business activities | <input type="checkbox"/> Pension assets |
| <input type="checkbox"/> Sale of assets | <input type="checkbox"/> Financial income | |
| <input type="checkbox"/> Others: <hr/> | | |

TAX COMPLIANCE:

The customer hereby declares that all assets brought into Geiger Edelmetalle AG, to be submitted and given for safekeeping are properly taxed. He confirms that there are no open tax obligations with regard to these assets or the capital income from them and that he has fully met his tax and reporting obligations in his tax domicile to the best of his knowledge and belief and will do so in the future.

 Place, Date

 Signature Contract Party

Intentional false completion of this form is punishable by law (Art. 251 of the Swiss Penal Code, falsification of a document, threat of punishment: imprisonment of up to five years or monetary fine).

The contract party undertakes to notify changes to Geiger Edelmetalle AG without being requested to do so.

Filled in from Geiger Edelmetalle AG:
☐ Initial submission of «Form A»

☐ Addition to one or more existing ones «Form A»

☐ Replacement of all previous «Form A» - reason:
