

RENTAL CONTRACT OF A SAFE DEPOSIT BOX

DOCUMENT 1: RENTAL 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

ID/PA RP No. _____

Citizenship

Authority

valid till

2. Object of the contract

2.1 The renter shall give the following safe deposit box:

Niederglatt Sonnenbergstrasse 1, 8172 Niederglatt

N°

Safe deposit box-No.

category

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.

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.

GEIGER EDELMETALLE

Aktiengesellschaft

Latest price sheet (pls. check box accordingly):

Niederglatt, Sonnenbergstrasse 1

*** existing but no more available**

Choice Box-holder	category	height (cm)	widht (cm)	depth (cm)	Fee (VAT included) (per year, in CHF)
<input type="checkbox"/>	A	10	30	40	180
<input type="checkbox"/>	B*	15	30	40	230
<input type="checkbox"/>	C	20	30	40	300
<input type="checkbox"/>	D*	30	30	40	400
<input type="checkbox"/>	E*	60	30	40	600

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.

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".

4. 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.

signatures

Niederglatt,

place, date

signature box-holder

Niederglatt,

place, date

Geiger Edelmetalle AG

Internal remark:

Branch:

Employee

RENTAL CONTRACT OF A SAFE DEPOSIT BOX

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

Safe Deposit Box

Niederglatt Sonnenbergstrasse 1, 8172 Niederglatt

N°

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

Access authorization single

only with Box-Holder

Niederglatt,

Place, Date

Signature Box-Holder

Signature Co-Box-Holder

Niederglatt,

Place, Date

Signature Renter (Employee)

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DOCUMENT 3: HANDING OVER SAFE DEPOSIT BOX KEY

Hereby I confirm the receipt of 2 key(s) for the safe deposit box

Niederglatt Sonnenbergstrasse 1, 8172 Niederglatt

N°

Safe Deposit Box -No.

Category

Key recipient:

Last Name

First name

Niederglatt,

Place, Date

Signature key recipient

Internal note

Branch

Employee

AGREEMENT FOR THE RENTAL OF A SAFE DEPOSIT BOX

APPENDIX 1: TERMS AND CONDITIONS FOR THE RENTAL OF SAFE DEPOSIT BOXES

Geiger Edelmetalle AG (hereinafter referred to as the "Lessor") offers its clients the option of securely storing their precious metals in a safe deposit box. The following conditions apply.

1. Contract Formation

- 1.1 The rental agreement is only formed with the declaration of acceptance of the application and its contents by the Lessor (by handing over a countersigned copy of the agreement). The Lessor is at liberty to refuse the application of the Lessee without giving a reason.
- 1.2 A safe deposit box can only be rented by one Lessee. The Lessee is entitled to dispose of the contents of the safe deposit box alone and without restriction, and to grant third parties power of attorney for access.

2. Duration of the Rental Agreement and Notice of Termination

- 2.1 The safe deposit box is rented for an indefinite period of time.
- 2.2 The rental agreement can be terminated at any time by either party with effect from the end of the month. The notice of termination is only to be given to the Main Lessee and vice versa can only be given by the Main Lessee.
- 2.3 The right to termination for cause shall remain unaffected. In particular, the Lessor may terminate the rental agreement without notice if the Lessee breaches the obligation under Section **Fehler! Verweisquelle konnte nicht gefunden werden.** or if the Lessee defaults on payment of the due rental price for more than two months and a reasonable grace period granted to the Lessee for payment has elapsed without result.
- 2.4 The rights of the Lessee under the rental agreement are not transferable, subletting is not permitted.

3. Access and Locking of the Safe Deposit Box

- 3.1 Access to the safe deposit box can only take place during the Lessor's opening hours and shall be recorded in writing. The safe deposit box is unlocked by the both Lessee and the Lessor. This means that both parties can only open the safe together. It is locked by the Lessee alone. The Lessee shall receive from the Lessor two identical keys to the lock to be locked by him/her, which he/she shall store 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 If a key is lost, the Lessor must be informed immediately. 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. A (forced) opening shall only take place in the presence of a notary who shall record the contents of the safe deposit box. The Lessee will be informed of the opening and the date thereof.
- 3.4 The Lessee shall be liable for all costs and damage incurred as a result of the action and/or omission of notification. The provision of Clause 6.3 shall apply accordingly.

4. Safe Deposit Box Contents

- 4.1 The safe deposit boxes and the trays contained therein may only be used for the storage of securities, certificates, precious metals, jewellery, cash or other similar items. The Lessee must observe any weight restrictions that may apply to the storage of objects, depending on the location of the safe deposit box. 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 resulting from failure to comply with this provision. The Lessor is entitled at any time to obtain from the Lessee proof of the contents of the safe deposit box or that the contents of the safe deposit box comply with this provision. The Lessor assumes no liability for the condition of the objects stored in the safe deposit box. In particular, the Lessor disclaims any liability for objects that are easily perishable or require special supervision or maintenance. The Lessee shall be liable for any damage arising as a result of non-compliance. The Lessor reserves the right to demand to inspect the contents of the safe deposit box at any time in order to be able to assure himself/herself of compliance with the above provision.
- 4.2 The Lessor shall take note of the stored precious metals and record this against the signature of the Lessee. All other items stored are not recorded and are not insured.

5. Authorised Co-Lessees and Deceased Lessees

- 5.1 The Lessee (hereinafter referred to as the "Main Lessee") has the option of naming authorised persons for access. The persons authorised for access shall join the rental agreement as Co-Lessees. The Main Lessee shall determine whether the Co-Lessees have sole access rights. The authorised Co-Lessees must be entered and legitimised in the "Signature card" appendix. This must be signed by the Main Lessee and the Co-Lessee in the presence of one of the Lessor's employees, otherwise the signature of the Main Lessee and the Co-Lessee must be notarised.

- 5.2 For safety reasons, the Co-Lessee should be introduced in person by the Main Lessee and sign in the presence of the Main Lessee and a staff member of the Lessor. The identification of the Co-Lessee must be verified by presenting his/her valid identity card or passport. The Lessor reserves the right to refuse the admission of the Co-Lessee. If he/she is admitted, the same provisions apply to the use of the safe deposit box as apply to the Main Lessor.
- 5.3 The Co-Lessee may neither determine further Co-Lesseees, nor grant sub-authorisation nor terminate the rental agreement.
- 5.4 The access authorisation of the Co-Lessee may be revoked by the Main Lessee vis-à-vis the Lessor; this must be done in writing and shall not apply retroactively.
- 5.5 If the Main Lessee dies, the heirs must identify themselves by certificate of inheritance, and the executor by grant of probate. If an original or a court certified copy of a disposition by will and of the opening of the will is presented to the Lessor, the Lessor may, with discharging effect, admit to the safe deposit box the person appointed in the disposition by will as the heir or executor of the will. Each heir of the Main Lessee has the sole right to revoke an access right of a Co-Lessee.

6. Termination of the Rental Agreement

- 6.1 Upon termination of the rental agreement by notice, the Lessee must return to the Lessor both keys to the safe deposit box and, if applicable, the tray belonging to the safe deposit box, in a state fit for use.
- 6.2 If the Lessee has not cleared the safe deposit box and returned the keys at the end of the rental period, although he/she has been requested to do so in writing, the Lessor shall be entitled to open the safe deposit box 30 days after the dispatch of this reminder without the Lessee's involvement and without legal proceedings. The opening of the lock takes place at the expense of the Lessee in the presence of two employees of the Lessor and a notary, taking a record of the contents of the safe deposit box. The Lessee shall bear the costs incurred by opening the safe deposit box. The Lessee is obliged to pay the rent and the insurance premium until the safe deposit box has been opened.
- 6.3 The Lessor may use the contents of the safe deposit box to satisfy all claims arising from the rental agreement and other claims. He/she is entitled to make private use of the contents of the safe deposit box by selling them or taking them on himself/herself. The Lessor may store the unsold items and any remaining surplus in another secure place or hand them over to a state depository. If the judicial deposit of the safe deposit box contents is inadmissible and utilisation thereof is not possible, the Lessor may, after prior warning, destroy the safe deposit box contents subject to this being recorded in a report.

7. Liability and Insurance

- 7.1 The Lessor's liability is limited to intent and gross negligence.
- 7.2 The Lessor assumes no liability for damage resulting from force majeure (natural disasters, strike, seizure, confiscation, terrorism, etc.).
- 7.3 The precious metal stored in the safe deposit box is insured by the Lessor against fire (fire, lightning strike and explosion), burglary, vandalism in the event of burglary and robbery within the business premises. All other items stored are not insured. If an insured event occurs, the Lessee undertakes to assist the insurance company or the Lessor in any way that the insurance company requests from the Lessee or the Lessor to settle the insured event.
- 7.4 It is the responsibility of the Lessee to inspect the stored items immediately after removal from the safe deposit box for damage or losses incurred, etc. and to notify the Lessor in writing.
- 7.5 In the event of loss of keys, the Lessor shall only be liable for the loss of the items stored if he/she has not prevented access to the safe deposit box as a result of a notice of loss from the Lessee.

8. Data Protection

The privacy policy under [Data Privacy Statement \(German-language only – "Datenschutzerklärung"\) is an integral part of these General Terms and Conditions](#). With the formation of the contract, the Lessee also declares his/her consent to the privacy policy.

9. Choice of Law and Place of Jurisdiction

- 9.1 The rental agreement is subject to substantive Swiss law to the exclusion of private international law and the United Nations Convention on Contracts for the International Sale of Goods.

The place of jurisdiction shall be St. Margrethen. The Lessor is also entitled to sue the Lessee at another competent court. This shall be subject to the mandatory legal places of jurisdiction.

Date:

Signature:

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.

Customer-No. _____

Last Name

First Name

Street, No.

Zip, City, State

Date of birth

E-Mail, Phone

proven by

ID/PA RP No. _____

Citizenship /s

multiple citizenships indicated

The contractual party explains hereby:

that she/he is **alone** the economic beneficiary to the assets

or

that the following person is the economic beneficiary or co-beneficiary (*please complete all data entirely and do not use any abbreviations / is not considered as power of attorney*)

Last Name, First Name

Date of birth

Street, No.

Zip, City, State

Relation to the contract party

E-Mail, Phone

proven by

ID/PA RP No. _____

Citizenship /s

multiple citizenships indicated

Origin of the assets: (multiple answers possible)

Professional & Business activities

Heritage or Gift

List of assets/ Investment income

Sale of assets

Others:

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/s Contract Parties

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: _____