

## SAFE DEPOSIT BOX LEASE AGREEMENT

Concluded on \_\_\_\_\_ in Toruń, Poland, by and between:

SKRYTKA.EU Spółka z ograniczoną odpowiedzialnością with its registered office in Toruń, Poland, 87-100 at Lubicka 2, REGON: 388458089, NIP: 8792730444, KRS 0000890404 email: [skrytka@skrytka.eu](mailto:skrytka@skrytka.eu) hereinafter: the "Depositary"

and

\_\_\_\_\_ residing at: ul. \_\_\_\_\_, postal code and city \_\_\_\_\_, PESEL \_\_\_\_\_, ID card number: \_\_\_\_\_, email address: \_\_\_\_\_, tel. \_\_\_\_\_ hereinafter: the "Customer".

The Parties have concluded this Safe Deposit Box Lease Agreement, hereinafter the "Agreement".

### § 1 SUBJECT MATTER OF THE AGREEMENT

1. Pursuant to the terms and conditions set forth in the Agreement and the Lease Terms attached hereto as Appendix 1, the Depositary shall lease to the Customer the Automated Safe Deposit Box described in the Agreement, and the Customer agrees to pay a fee therefor.
2. The Parties agree that the Customer shall lease the following Automated Safe Deposit Box located in the Vault in Toruń, Poland (87-100) at ul. Szosa Lubicka 2:
  - Small** box dimensions:  
**height 49 mm** x 23mm x 36 mm box number.....
  - Large** box dimensions:  
**height 186 mm** x 23mm x 36 mm box number.....
3. By signing the Agreement, the Customer consents to identification being carried out at the terminal, including biometric identification, enabling the Customer to enter the vestibule and open the Safe Deposit Box, provided that the Customer has selected this form of access security. The relevant consent for identification is set out in Appendix 11 to this Agreement (Customer/Representative Consent to Processing of Special Categories of Personal Data and Customer/Representative Biometric Profile(s) Statement).
4. The Customer shall use the Safe Deposit Box on the terms and conditions set forth in the Lease Terms and this Agreement.
5. It is the Customer's responsibility to store access cards and keys carefully and to return them at the end of the lease period.
6. The Customer may not assign his or her rights and obligations under this Agreement to any third party, in particular he or she may not enter into a sublease agreement.

### § 2 LEASE PERIOD

1. The Parties have concluded this Automated Safe Deposit Box Lease Agreement for a definite period ....., i.e. from ..... to .....
2. The Agreement may also be terminated as a result of a declaration of termination with immediate effect for important reasons related to violations of the provisions of the Agreement or the Lease Terms.

### § 3 ACCESS TO THE AUTOMATED SAFE DEPOSIT BOX – CUSTOMER AND REPRESENTATIVE

1. Upon signing this Agreement, but only upon payment of the applicable fee, the Depositary shall provide the Customer with keys and cards enabling access to the ASDB.

2. The Customer shall acknowledge receipt of the cards and keys in a record specifying the date of issue, the box number assigned, the person issuing the cards and keys, and the person receiving them.
3. The Depository declares that the keys issued to the Customer are the only keys providing access to the subject of the Automated Safe Deposit Box Agreement, and that the Depository does not have a spare key.
4. Pursuant to Section 22 of the Lease Terms, the Customer authorises and empowers the following person to access the Automated Safe Deposit Box:

\_\_\_\_\_ residing at: ul. \_\_\_\_\_, postal code and city \_\_\_\_\_, PESEL: \_\_\_\_\_, ID card number: \_\_\_\_\_, email address: \_\_\_\_\_, tel. \_\_\_\_\_ hereinafter: the "Representative".

5. The authorisation has been granted in writing in accordance with the requirements set forth in the Lease Terms and is attached hereto as Appendix 10.

#### **§ 4 RENT**

1. The Customer undertakes to pay the Depository rent in the amount specified in the Price List attached as Appendix 2 to the Agreement, i.e. PLN ..... / month / year.
2. The rent shall be paid in advance for the whole Lease Period to the bank account number 55 1140 2004 0000 3502 8109 5331 held with mBank or in person, by cash or credit card, at the Depository's Office only during office hours.

#### **§ 5 TERMINATION**

1. The Agreement may be terminated by the expiry of the period for which it was concluded, termination of the Agreement by the Customer or the Depository, or the death of the Customer.
2. The Agreement may also be terminated as a result of a declaration of termination with immediate effect for important reasons related to violations of the provisions of the Agreement or the Lease Terms. Where the notice of termination is given by the Depository, the Depository's remuneration for the lease of the Automated Safe Deposit Box shall not be refunded for the time during which the Customer could not use the Automated Safe Deposit Box.
3. The Depository may terminate the Agreement with immediate effect in the cases specified in the Lease Terms.
4. The Customer undertakes to empty the Safe Deposit Box and return undamaged keys, the access card, and the ID card no later than on the last day of the Lease Period.
5. The Client shall be obliged to pay additional fees in the amount specified in the Price List in the event that any keys or access or ID cards are missing or damaged.
6. If the Customer fails to collect the Deposit for 3 months, the Depository may open the Automated Safe Deposit Box at the Customer's risk and expense. The contents of the box will be transferred to the Depository's warehouse, where it may remain for 9 months for additional remuneration.
7. Movable left on deposit and not collected within 12 months from the expiry of the Agreement shall be treated as abandoned within the meaning of Article 180 of the Civil Code, to which the Customer shall agree in writing (Appendix 8).
8. The Customer shall pay the Depository a fee for non-contractual use of the Automated Safe Deposit Box for the time the Deposit remains in the Automated Safe Deposit Box in the amount specified in the Price List following termination of the Agreement for each started 30-day deposit period after the termination of the Agreement.

#### **§ 6 SECURITY OF THE DEPOSIT**

1. The Depository secures the automated safe deposit boxes by providing round-the-clock protection of the entrusted property and the use of high-end security devices.
2. The Depository shall provide access to the Automated Safe Deposit Box to the Customer or the Customer's Representative appointed in accordance with the provisions of the Lease Terms.

3. The Customer acknowledges and accepts that the Depository shall not verify the identity of persons using the Automated Safe Deposit Box as long as they have the access card, and the ID card, know the PIN number and have the key to the Automated Safe Deposit Box, and the provision of access to the Automated Safe Deposit Box to a person who uses both the card and the key and enters the correct PIN number constitutes due performance of the Depository's obligation.

#### **§ 7 APPLICATION OF AML REGULATIONS**

1. The Depository is subject to obligation under the Act of 1 March 2018 on preventing money laundering and terrorist financing (Journal of Laws of 2019, item 1115, consolidated text, as amended), and therefore takes certain actions in relation to its customers consisting in establishing their identity and collecting relevant statements.
2. The Customer and his or her Representative are aware that the Depository applies the provisions of the Act of 1 March 2018 on preventing money laundering and terrorist financing (Journal of Laws of 2019, item 1115, consolidated text, as amended) and shall submit to verification and make relevant statements in connection with the conclusion of the Agreement (Appendix 4 – Customer/Representative Statement – AML Procedure).

#### **§ 8 PERSONAL DATA PROTECTION**

1. Personal data shall be processed only in accordance with the principles set forth in the Agreement, Lease Terms and in accordance with applicable laws on the protection of personal data, in particular in accordance with the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, OJ L 119, 2016, p. 1, hereinafter the "Regulation".
2. Pursuant to the Regulation, we inform you that the controller of your personal data is SKRYTKA.EU Spółka z ograniczoną odpowiedzialnością with its registered office in Toruń, Poland, (87-100) at ul. Lubicka 2, REGON: 388458089, NIP: 8792730444, KRS 0000890404 (hereinafter the "Controller").
3. The privacy notice on the processing of personal data in connection with the concluded Agreement constitutes Appendix 5 hereto.

#### **§ 9 FINAL PROVISIONS**

1. The following Appendices form an integral part of the Agreement:
  1. Lease Terms
  2. Price List
  3. AML Procedure
  4. Customer/Representative Statement – AML Procedure
  5. Privacy Notice
  6. Customer/Representative Consent and Statement for the Performance of the Agreement
  7. Customer and Representative Statement (Items Deposited in the Safe Deposit Box)
  8. Customer Statement – Article 180 of the Civil Code
  9. Privacy Notice – CCTV
  10. Authorisation
  11. Customer/Representative Consent to Processing of Special Categories of Personal Data and Customer/Representative Biometric Profile(s) Statement
2. All capitalised terms not defined in the Agreement shall have the meaning given to them in the Lease Terms.
3. All communications relating to this Agreement shall be addressed to the Depository's Headquarters, the Customer's place of residence or registered office, or to the email addresses (during Business Hours) specified in the Agreement on the terms set forth in section 39 of the Lease Terms.
4. The Parties shall be obliged to inform each other of any change of the data provided on pain of assuming that communication sent to the address previously known to the Party is effectively delivered.
5. Any amendments to the Agreement shall be made in writing under pain of nullity.

6. Any disputes arising out of the performance of the Agreement, except where the Agreement is concluded by a consumer, shall be heard by the Court competent for the registered office of the Depositary.
7. The Agreement has been drawn up in 2 (two) counterparts, one for each Party. The Agreement was read, approved and signed.

Customer

Depositary / Controller

\_\_\_\_\_

(legible signature)

\_\_\_\_\_

(legible signature)

Appendices:

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