

# Terms of Lease agreement Safe Deposit Box De Nederlandse Kluis B.V.

Version January 2024

## Definitions

### Article 1

1. General Conditions: these Terms of Lease Agreement Safe Deposit Box.
2. Lessee: any party entering into a lease agreement for one or more Safe Deposit Boxes with Lessor. If there are multiple Lessees with respect to one lease agreement, they each individually have the rights, powers, and obligations as assigned to the Lessee in the Agreement and these General Conditions. The Lessees are all jointly and severally bound as referred to in Article 6:6 of the Dutch Civil Code.
3. 3. Safe Deposit Box: a lockable compartment in a highly secured space.
4. 4. Agreement: the written agreement "Lease Agreement Safe Deposit Box".
5. 5. Lessor: De Nederlandse Kluis B.V.
6. 6. Website: the website used by Lessor: [www.denederlandsekluis.nl](http://www.denederlandsekluis.nl).
7. 7. Rate Card: the rate card as listed on the Website ([www.denederlandsekluis.nl/general-lease-conditions-dnkb/](http://www.denederlandsekluis.nl/general-lease-conditions-dnkb/)).

## Applicability

### Article 2

These General Conditions apply to all lease agreements concerning a Safe Deposit Box with Lessor. Lessor is entitled to unilaterally modify the General Conditions. The modifications will take effect at the announced date of entry into force. If no date of entry into force has been communicated, modifications enter into force for the Lessee as soon as the Lessee has been notified of the modification. Lessee has the right to dissolve the Agreement within one month after receiving the modified conditions if and insofar as the modification of the General Conditions results in a substantial deviation from the originally agreed performance by Lessor.

## Assignment of Rights, Personal Use

### Article 3

Lessee may not assign rights from the Agreement to third parties. Lessee may not sublet the Safe Deposit Box to another person or otherwise allow another person to use the Safe Deposit Box without prior written consent from Lessor.

## Key Issuance

### Article 4

Upon entering into the lease agreement, Lessee receives two keys. Lessor does not have (spare) keys or a master key. Lessee is obliged to immediately report loss or misplacement of one or both keys to Lessor in writing or by email.

In case of loss of one or both keys, Lessee is obliged to compensate Lessor for the resulting damage. The damage is fixed at the amount stated on the most recent Rate Card, without prejudice to Lessor's right to full compensation.

In case of loss of one or both keys, Lessor is also entitled to replace the lock of the Safe Deposit Box at the expense of Lessee and provide Lessee with replacement keys.

## Location and Access to the Safe Deposit Box

### Article 5

Lessor is authorized to unilaterally change the location of the Safe Deposit Box. Lessor will notify Lessee of the change of location at least fourteen days prior to the change. Lessee has the right to dissolve the Agreement within one month after notification of the change.

For access to the Safe Deposit Box, Lessee must:

1. Have valid identification. Lessor is entitled to make and retain a copy of the identification during each visit.
2. Have the original key (one of the two).
3. Register their visit. Lessor logs each Safe Deposit Box visit.
4. Have fulfilled all obligations towards Lessor, including those regarding other agreements with Lessor.

A Lessee is entitled to access the Safe Deposit Box on the days and times determined by Lessor. Lessees fully indemnify Lessor for providing assistance with access to the Safe Deposit Box by one or more Lessees.

Lessor announces the opening hours by publication at the location and on Lessor's website. Lessor will ensure at least 8 hours of opening time per week.

Outside the opening hours announced by Lessor, Lessee may arrange a date and time of visit with Lessor, upon payment in advance of the associated costs. This is subject to Lessor's availability. Lessor's availability is limited to working days during normal office hours.

A Lessee is entitled to grant access to the Safe Deposit Box to someone other than themselves (the authorized representative), provided that the authorized representative presents a valid written authorization to Lessor, accompanied by a copy of the identification of both the Lessee and the authorized representative, signed by both parties and dated. If the

authorization does not meet these requirements, Lessor will not grant access to the respective authorized representative to the Safe Deposit Box.

Further, access to the Safe Deposit Box by an authorized representative is at the expense and risk of Lessee, and Lessee fully indemnifies Lessor for providing assistance with that. Upon the death of Lessee, the entitled person is obliged to immediately report the death to Lessor in writing or by email and provide the death certificate.

Authorities for access granted by Lessee expire automatically upon the death of Lessee. Therefore, De Nederlandse Kluis will no longer grant access to previous authorized representatives after the beneficiaries have notified it of the death.

Access to the Safe Deposit Box is only possible if it is established who is entitled to access and this entitled person has a certificate of succession. If there are multiple Lessees, the remaining Lessee still has, or the remaining Lessees still have the right of access to the Safe Deposit Box.

## Rent and Costs

### Article 6

The rent of the Safe Deposit Box is determined in advance and is paid in advance on an annual or monthly basis by Lessee, unless otherwise agreed. Prior to the commencement of the lease, Lessee pays a deposit to Lessor according to the Agreement. The deposit remains untouched until Lessee has fulfilled all obligations. After that, Lessor refunds the deposit to Lessee.

Price Index: Lessor is entitled to annually index the rent and the insurance premium based on the change in the monthly price index according to the Consumer Price Index (CPI) series CPI all households (2015=100) published by the Centraal Bureau voor de Statistiek (CBS).

Furthermore, Lessor is always entitled to unilaterally increase the rent after the end of the contract year, provided that the increase is announced to Lessee no later than 1 month before the end of the contract year. In that case, Lessee has the right to dissolve the Agreement before the end of the respective contract year.

## Payment

### Article 7

Payment must be made within 14 days after the invoice date, unless otherwise agreed. After this period has elapsed, Lessee is automatically in default.

Lessor is entitled to transfer (the collection of) all claims of Lessor on Lessee to a Financing or Collection Agency. Lessor is entitled to charge extrajudicial and judicial collection costs to Lessee. If Lessee is a consumer, Lessor will only charge extrajudicial collection costs after 1) Lessee is in default; and 2) Lessor has urged Lessee to pay within fourteen days of the day of the reminder, stating the consequences of non-payment, including the obligation to pay extrajudicial collection costs.

In case of arrears in payment of more than 2 months, Lessor is entitled to dissolve the Agreement and claim damages. In all events, the agreed rent over the remaining term of the Agreement is part of the damages.

## Duration, Termination, Cancellation

### Article 8

The Agreement enters into force on the day of signing, unless otherwise agreed.

The term is always one year from the commencement date. The Lease Agreement is automatically renewed for one year after the expiration of the term, unless one of the parties terminates the Agreement at the end of the term with a notice period of at least 30 days. Termination by Lessee can be done electronically ([www.denederlandsekluis.nl/en/cancel](http://www.denederlandsekluis.nl/en/cancel)) or by post (De Nederlandse Kluis, 's Gravelandseweg 19, 1211 BN Hilversum). The written notice of termination shall preferably be made by completing the pre-printed form.

If the Lessee is a natural person, the Agreement terminates upon the Lessee's death. If there are multiple Lessees, the Agreement continues in full force and remain unimpaired with respect to the remaining Lessee(s).

Lessor's claims against the Lessee are immediately due and payable in, among others, the following cases:

- If circumstances come to the Lessor's attention after the conclusion of the agreement that give the Lessor good reason to fear that the Lessee will not fulfill his obligations;
- In the event of (application for): bankruptcy, application of the Legal Debt Restructuring Scheme for Natural Persons, or granting of a moratorium on payments with regard to the Lessee;
- If the Lessee is in default and does not fulfill his obligations under the Agreement.

In these cases, the Lessor is authorized to suspend further performance of the Agreement and/or to dissolve the Agreement, subject to the obligation of the Lessee to compensate the Lessor for the damage suffered thereby and without prejudice to the other rights belonging to the Lessor.

Lessor can terminate the Agreement immediately if circumstances arise

that are of such a nature that the performance of the Agreement is contrary to a legal provision or becomes factually impossible, so burdensome and/or disproportionately expensive that fulfillment of the Agreement cannot reasonably be expected from the Lessor. In all events this is the case if there is an (announced or not) investigation and/or seizure by an authority such as the police, the Netherlands Public Prosecution Service, and the FIOD.

## Eviction

### Article 9

The Lessee is obliged to clear out the Safe Deposit Box before the expiry of the Agreement (and in the event of termination, annulment, or immediate termination within one month after the Agreement has ended), to meet any outstanding payment obligations, and to return the keys to the Lessor on a day and time to be determined in consultation with the Lessor.

In the event of failure to clear out the Safe Deposit Box in a timely manner, to meet any outstanding payment obligations, and to return the keys to the Lessor, the Lessor is authorized, in the presence of a notary or bailiff, to open the Safe Deposit Box and have its contents determined by that notary or bailiff. The costs associated with drilling open the Safe Deposit Box, replacing the locks, and the costs of the notary or bailiff shall be borne by the Lessee.

If cash is found in the Safe Deposit Box, the Lessor may set off its claims against this cash without notice to the Lessee and pay any surplus into the bank account specified by the Lessee.

Under the suspensive condition of the Lessor opening the Safe Deposit Box due to the Lessee's failure to clear out the Safe Deposit Box in a timely manner, and the goods in the Safe Deposit Box coming into the possession of the Lessor, the Lessor, to the extent permitted by law, acquires a right of pledge (possessory pledge) on those goods. The Lessor is authorized to place the goods subject to the right of pledge in the possession of a third party appointed by it, who holds the goods for the Lessor as pledgee. The right of pledge serves as security for all amounts owed by the Lessee to the Lessor. If necessary, the Lessee hereby grants the Lessor a power of attorney to perform the acts described in this provision.

The costs for the preservation and maintenance, including expressly storage costs, of the goods brought into the possession of the Lessor or a third party designated by the Lessor in accordance with the preceding article, may be charged by the Lessor to the Lessee. The storage costs are determined at the last applicable rental price plus a surcharge of 25%, without prejudice to the Lessor's right to full compensation and clearance of the Safe Deposit Box.

The Lessor's right of pledge does not expire until the sale has been effected. The Lessor, as pledgee, is entitled to sell the contents of the Safe Deposit Box in the period after eviction to satisfy its claims, including the sales costs. Any surplus will be paid to the Lessee into the bank account specified by the Lessee. If the goods have little monetary value, the Lessor is authorized to destroy the goods. The costs of destruction shall be borne by the Lessee.

## Content of Safe Deposit Box and Liability

### Article 10

The Lessor is not aware of the contents of the rented Safe Deposit Box. The Lessor has no responsibility for the contents of the Safe Deposit Box and for properly securing the Safe Deposit Box.

The Lessee guarantees that the contents of the Safe Deposit Box consist solely of legal matters and that no unlawfully obtained goods and/or funds, perishable goods, or dangerous substances are stored in the Safe Deposit Box by the Lessee. Upon first request from the Lessor, the Lessee shall show the contents of the Safe Deposit Box to the Lessor in order to demonstrate that the Lessee complies with this obligation. If damage is caused to goods or persons by or on behalf of the contents of the Safe Deposit Box, the Lessee is fully liable for it. The Lessee also indemnifies the Lessor against all damages, including claims and other rights from third parties and the resulting damages, as a result of a breach by the Lessee of his obligations under this Agreement.

Any liability of the Lessor is limited to the amount that will be paid out under the insurance (see article 11) in the relevant case. Upon request of the Lessee, the Lessor shall make available for inspection the current policy conditions. If no payment is made under the aforementioned insurance, the liability of the Lessor per Agreement is limited to the invoice amount for the respective Agreement over the last contract year.

The Lessor is not liable if the Lessee has not taken out, or has not taken out adequately insurance as referred to in article 11 of these General Terms and Conditions, or for damage as a result of government action.

The Lessor is not liable in case of force majeure, and this is in all events the case in the following cases: terrorism, armed conflict, civil war, rebellion, domestic unrest, police actions, riot or mutiny, execution of an order or regulation of any authority, nuclear reaction, regardless of how the reaction arose, flooding, earthquake, and other natural disasters.

The Lessor is only liable for direct damage in accordance with the provisions of this article and therefore not for immaterial damage, indirect damage, consequential damage, loss of profit, missed savings, etc., which may arise for the Lessee due to loss of or damage to the contents of the Safe Deposit Box.

A claim for compensation lapses if the Lessee, not being a consumer, has not instituted legal proceedings against the Lessor in respect thereof within one year after Lessee has become aware of the damage.

The liability of the Lessor for damage resulting from intent or conscious recklessness of the Lessor or his managerial subordinates is not excluded.

## Insurance

### Article 11

For common risks associated with the contents of the Safe Deposit Box, the Lessor takes out insurance based on collective coverage of the contents of all boxes present at the location, excluding the "Basic" type boxes, with a total maximum coverage of €125,000,000, and a maximum coverage per Safe Deposit Box as indicated in the rental agreement. This insurance is primarily taken out for the benefit of the Lessee and additionally for the benefit of the Lessor to cover its potential damage. If the Lessee wishes to take out insurance for the "Basic" type or wishes to increase the coverage for another box, insurance can be taken out or the coverage can be increased for a fee. The amounts can be found on the most current Rate Card on the Lessor's website. If the Lessee wishes for a higher coverage than mentioned on the Rate Card, he must take out insurance himself. The possible amounts by which this coverage can be increased can be found on the most current Rate Card on the Lessor's website. If the Lessee wishes for an even higher coverage, he must take out insurance himself. The Insurance Conditions are reviewed annually and may be adjusted annually. The policy conditions will be provided for inspection to the Lessee upon first request. The Lessor is entitled to annually index the insurance premium based on changes in the monthly price index according to the Consumer Price Index (CPI) series CPI all households (2015=100) published by the Central Bureau of Statistics. In addition, the Lessor is always entitled to unilaterally increase the insurance premium after the end of the contract year, insofar as the increase is announced to the Lessee no later than 1 month before the end of the contract year. In that case, the Lessee has the right to dissolve the Agreement before the end of the respective contract year.

## Government Action

### Article 12

The Lessor is never liable towards the Lessee in the event of government action insofar as the Lessor, in all reasonableness, need not doubt the legality of the government action. If government action involves drilling open a Safe Deposit Box, the Lessee is liable for the damage suffered by the Lessor as a result. The damage is fixed at the amount stated on the most current Rate Card, without prejudice to the Lessor's right to full compensation if that amount would be higher.

## Domicile and Disputes

### Article 13

The Lessor may consider the contact details provided by the Lessee (address, telephone number, email address) as valid and may use them until the Lessee has provided new contact details to the Lessor in writing or by email.

Dutch law applies to the Agreement and all other agreements to which these General Terms and Conditions apply. All disputes with parties who are not consumers will be exclusively settled by the competent court of the Rotterdam District Court.