

RENTAL AGREEMENT TERMS AND CONDITIONS

1. RIGHTS OF THE RENTER – Rights vary according to the type of Renter:

Individual and Sole Ownership – The rights of access to the Safe Deposit Box and to appoint an agent (the “Agent”) or attorney (the “Attorney”) may only be exercised by the individual Renter. An Agent will be given access only if an authorization is given by the Renter in accordance with the Appointment and Revocation of Agency on page 8 (the “Appointment/Revocation”). In the event of death, the deceased Renter’s rights may only be exercised by his or her legal representative.

Joint Tenants – The rental of the Safe Deposit Box may be undertaken by two or more parties jointly. The rights of access to the Safe Deposit Box may be exercised by any combination of one or more of such Renters as indicated on page 3. Likewise, joint tenants may appoint an Agent, but whether such Agent is to be appointed individually or collectively will be as indicated on page 3, and authorization for access by an Agent must be given in accordance with the Appointment/Revocation. In the event of the death of one joint tenant, the rights of the deceased joint tenant under the Rental Agreement automatically pass to the surviving joint tenants.

Tenants in Common – The rental of the Safe Deposit Box may be undertaken by two or more tenants in common. The rights of access to the Safe Deposit Box may be exercised by any combination of one or more of such Renters as indicated on page 3. Likewise, whether the rights of the tenants in common to appoint an Agent must be exercised individually or collectively will be as indicated on page 3, and authorization for access by an Agent must be given in accordance with the Appointment/Revocation. In the event of the death of one tenant in common, his or her access rights to the Safe Deposit Box may be exercised by his or her legal representative.

Partnership – The rights of access to the Safe Deposit Box opened in the name of a partnership may only be exercised by those partners, officers, representatives, or agents of the partnership that are specified in the Resolution Appointing Signing Officers (the “Resolution”) of the partnership. If, in addition to those persons granted access rights under the Resolution, the Agent of the partnership is also to be given access to the Safe Deposit Box, these instructions must be set out expressly in the Resolution and Appointment/Revocation. In the event of the death of a partner, the access rights to the Safe Deposit Box will continue to be administered in accordance with the Resolution, except where the death of a partner gives rise to the dissolution of the partnership. In that case, unless prior to the death the partnership specifically instructed the Financial Institution in writing to the contrary, the surviving partner(s) under the Rental Agreement will be deemed to be as tenants in common and the access rights of the deceased partner may be exercised by his or her legal representative.

Corporation – The rights of access to the Safe Deposit Box opened in the name of a corporation, society, public body, or other corporate body may only be exercised by those officers or agents of the corporation that are specified in the Resolution of the board of directors or governing body of the corporation, as the case may be, and provided in writing to the Financial Institution. If, in addition to those persons specified in the Resolution, the Agent of the corporation is to be granted access to the Safe Deposit Box, these instructions must be expressly set out in the Resolution and Appointment/Revocation. In the event of the death of an authorized signing officer, the access rights to the Safe Deposit Box will continue to be administered in accordance with the Resolution.

Unincorporated Association – The Safe Deposit Box may be rented by at least two members (the “Sponsoring Members”) of the Financial Institution on behalf of an unincorporated association on the basis that such Sponsoring Members acknowledge and agree that each is jointly and severally liable to the Financial Institution under the Rental Agreement and these Terms and Conditions. The rights of access to the Safe Deposit Box rented on behalf of an unincorporated association may only be exercised by those Sponsoring Members that are specified in the Resolution of the members of the unincorporated association and provided in writing to the Financial Institution. If, in addition to the Sponsoring Members specified in the Resolution, the Agent of the Sponsoring Members on behalf of the unincorporated association is to be granted access to the Safe Deposit Box, these instructions must be expressly set out in the Resolution and Appointment/Revocation. Unless the Sponsoring Members instruct the Financial Institution in writing to the contrary, in the event of the withdrawal or death of a Sponsoring Member, the access rights to the Safe Deposit Box may be exercised in order of priority as follows: (a) first, by the remaining or surviving Sponsoring Members, of which there must be at least two, to whom the access rights of the deceased Sponsoring Member will pass; (b) if there is only one remaining or surviving Sponsoring Member or if no Sponsoring Member exists, by at least two Sponsoring Members upon their execution of a Rental Agreement and upon presentation to the Financial Institution of a resolution of the unincorporated association appointing such persons; and (c) if no persons under article (b) are identified to the Financial Institution, the Financial Institution will restrict access to the Safe Deposit Box until such time that the unincorporated association provides a resolution in accordance with article (b) and a Rental Agreement is executed by at least two Sponsoring Members.

2. **ASSIGNMENT OF RIGHTS** – This Rental Agreement cannot be assigned. The use of the Safe Deposit Box must not be sublet.

3. **APPOINTMENT OF AGENT AND ATTORNEY** – The Financial Institution will grant access rights to an Agent of the Renter only if the Renter specifically authorizes such access as provided in the Appointment/Revocation and/or Resolution. If the Renter provides such authorization then the Agent will be entitled to exercise the Renter’s access rights by providing the Financial Institution with proof of identity. The appointment of the Agent will be valid until the Financial Institution receives express written notice

of revocation or until the death of the appointing Renter or the appointed Agent. In the case of a corporation, society, or partnership, the agency will not be effective after the dissolution, winding up, or bankruptcy of such business.

The Financial Institution may, but is not obliged to, permit a person granted a power of attorney by any person comprising the Renter to exercise the Renter’s access rights to the Safe Deposit Box, provided that the Attorney presents the Financial Institution with legal documentation establishing a valid grant of such powers to the Attorney and proof of identity. **A Renter who does not wish an Attorney to have access to the Safe Deposit Box must provide the Financial Institution with express written notice.**

The Renter acknowledges that upon presentation by an Attorney or Agent of the above-referenced documentation, the Financial Institution has no obligation to verify the validity of the grant of any rights or powers to the Agent or Attorney, as the case may be, the mental capacity of the Renter, or the bona fides of the Agent or Attorney, unless the Financial Institution is specifically advised in writing by the Renter or the Renter’s legal representative that no access is to be granted to the Agent or Attorney, or that the Agent’s or Attorney’s powers or authority have been terminated, revoked, or are otherwise invalid. **The Renter bears the risk of any loss the Renter may incur from the conduct of the Agent or Attorney, and the Financial Institution will have no liability to the Renter arising from any unlawful, wrongful, or improper acts of the Agent or Attorney.**

4. **KEYS** – The Renter acknowledges receipt of two keys for the Safe Deposit Box and agrees to notify the Financial Institution immediately if any key is lost or stolen. The Renter will pay all costs arising from such a loss or theft. At the end of the Rental Agreement, the Renter will return both keys to the Financial Institution.

5. **ACCESS** – The Renter may have access to the Safe Deposit Box whenever the Financial Institution is open for business. To maintain security, the Financial Institution may at any time refuse access to the Safe Deposit Box. No person other than as provided in the Rental Agreement or these Terms and Conditions will be allowed access to the Safe Deposit Box.

Notwithstanding article 3, Appointment of Agent and Attorney, unless the Renter otherwise instructs the Financial Institution in writing, in the event of the death or incapacity of a Renter, the Financial Institution may, at its discretion, grant limited access to the Safe Deposit Box to a person purporting to be the Renter’s executor, legal representative, or next of kin for the purposes of locating or reviewing the Renter’s will or other documentation.

6. **LIABILITY OF THE FINANCIAL INSTITUTION REGARDING ACCESS** – The Financial Institution will exercise due diligence in limiting access to the Safe Deposit Box to those persons permitted access in accordance with this Rental Agreement. The Financial Institution may permit access to the Safe Deposit Box and its contents if served with any warrant, order, direction, writ of assistance, judgment, or other process purporting to authorize entry into or search in or of the Safe Deposit Box or in accordance with article 12, Breach of Terms and Conditions of Rental Agreement by the Renter. The Financial Institution is not liable for any delay in accessing the Safe Deposit Box or failure in the working of either the Safe Deposit Box or the storage area.

7. **INVENTORY UPON DEATH** – The Renter acknowledges that the Financial Institution may, upon the death of any individual that comprises the Renter, be required to open the Safe Deposit Box and prepare an inventory of its contents in accordance with applicable law.

8. **ENDING OF THE RENTAL AGREEMENT BY THE FINANCIAL INSTITUTION** – At any time, the Financial Institution may, 30 days after mailing notice to the Renter, end the Rental Agreement. When the Rental Agreement has ended, the Financial Institution may have the Safe Deposit Box opened in the presence of two employees of the Financial Institution. The Financial Institution may dispose of the contents of the Safe Deposit Box if the Renter has not removed them before the Rental Agreement ends. The Financial Institution may refund the rental fee for the unexpired part of the rental year or apply the funds to other debts of the Renter with the Financial Institution. If the Renter is indebted to the Financial Institution, the Financial Institution may sell the contents of the Safe Deposit Box and apply the proceeds to such indebtedness owing under this Agreement, or any other indebtedness or liability owing by the Renter to the Financial Institution.

9. **ENDING OF RENTAL AGREEMENT BY THE RENTER** – The Renter may end the Rental Agreement at any time by removing the contents of the Safe Deposit Box, returning all the keys and paying rent due, if any. The Financial Institution may, at its discretion, refund the rental fee for the unexpired part of the rental year, or some portion thereof.

10. **FEES AND COSTS** – The Renter will pay the Safe Deposit Box rental fees that the Financial Institution establishes from time to time. New or amended Safe Deposit Box rental fees and costs will only become effective 30 days after publication by the Financial Institution. The Renter will also pay all costs incurred by the Financial Institution in connection with this Rental Agreement. The Financial Institution may debit any of the Renter’s accounts in the Financial Institution for any rental fees and costs due.

11. **CONTENTS OF THE SAFE DEPOSIT BOX** – The Renter will not keep anything dangerous or offensive to the Financial Institution, or contrary to legislation prohibiting money laundering and terrorist financing, in the Safe Deposit Box. The Renter will not use the Safe Deposit Box for the storage of any liquid, pressurized vessel, or anything

RENTAL AGREEMENT TERMS AND CONDITIONS (CONTINUED)

of an explosive, dangerous, unlawful, or offensive nature. When requested, the Renter will permit the Financial Institution at any time to inspect the contents of the Safe Deposit Box in the Renter's presence to enforce this condition. Notwithstanding any other term of this Rental Agreement, the Renter agrees that the Financial Institution will have no liability for loss, damage, or destruction of any cash, notes, coins, or other currency, including digital currency, stored in the Safe Deposit Box. If the Renter fails to comply with any of the foregoing obligations, the Financial Institution is entitled to treat such non-compliance as a fundamental breach of this Rental Agreement that entitles the Financial Institution to treat this Rental Agreement as at an end and to open the Safe Deposit Box.

12. **BREACH OF TERMS AND CONDITIONS OF RENTAL AGREEMENT BY THE RENTER** – If the Renter breaches the Terms and Conditions of this Rental Agreement, the Financial Institution may refuse access to the Safe Deposit Box and may also terminate the Rental Agreement immediately.
13. **BANKRUPTCY, INSOLVENCY, OR OTHER LEGAL INCAPACITY** – In case of the bankruptcy, insolvency, or any other legal incapacity of the Renter, the duly appointed trustee, receiver, liquidator, committee, guardian, or other similar representative may exercise the rights of the Renter in accordance with applicable law, except in the case of unincorporated associations, in which case the Financial Institution may request a resolution from the unincorporated association appointing a new Sponsoring Member who will be required to execute a copy of the Rental Agreement.
14. **COMPLIANCE WITH STATUTORY AND OTHER REQUIREMENTS** – The Financial Institution may at any time, by reason of statute, judgment, or other process, refuse access by the Renter to the Safe Deposit Box or its contents until such prohibition is removed. The Financial Institution must abide by any legal requirement in connection with access to the Safe Deposit Box and its contents. The Financial Institution is not responsible or liable for any loss or damage occurring in such a circumstance.
15. **WRITTEN NOTICE** – Any notice given by the Financial Institution to the Renter is sufficiently given and deemed received on the earlier of the actual receipt, or if mailed to the Renter's last known address for delivery, five days after the date of mailing, if sent by email attachment to the Renter's email address for delivery, two days after sending, and if the written notice is of a general nature applicable to the Renter and other persons renting Safe Deposit Boxes from the Financial Institution, 30 days after posting such written notice in the branch of the Financial Institution or publishing such written notice on the Financial Institution's website. Any notice given by the Renter to the Financial Institution is sufficiently given and deemed received on actual receipt of a written notice to the branch of the Financial Institution at which the Safe Deposit Box is located.
16. **LIMITATION OF LIABILITY OF THE FINANCIAL INSTITUTION** – The liability of the Financial Institution is limited to the exercise of ordinary diligence to prevent the opening of the Safe Deposit Box otherwise than in accordance with the conditions of this Rental Agreement. The maximum liability of the Financial Institution for any claim arising from or relating to this Rental Agreement, or the Safe Deposit Box, or the contents alleged to be held, lost, or damaged, shall not exceed the lesser of \$500,000 or the actual fair market value of the proven contents. The Financial Institution shall have no liability for indirect loss, consequential damages, emotional harm, sentimental value, or any other form of loss or damage.
17. **RESPONSIBILITY OF THE RENTER AND INSURANCE** – The Renter accepts full responsibility for loss of or damage to the contents of the Safe Deposit Box, and acknowledges that it is the responsibility of the Renter to obtain insurance on the contents of the Safe Deposit Box, if required, and releases the Financial Institution from any and all liability for loss or damage to the contents of the Safe Deposit Box.
18. **INDEMNITY** – The Renter agrees to indemnify the Financial Institution against all costs, loss, damage, and expense arising by reason of any suit related to the Safe Deposit Box or the right of access to it or the contents of it, or by reason of the Financial Institution permitting the execution of any warrant, order, direction, writ of assistance, judgment, or other process purporting to authorize entry into or search in or of the Safe Deposit Box.
19. **MODIFICATION OF RENTAL AGREEMENT** – The Financial Institution may vary the Terms and Conditions of this Rental Agreement by giving the Renter not less than 30 days notice in writing of any such variation.
20. **OTHER CLAIMS ON THE ACCOUNT OR SAFE DEPOSIT BOX** – If the Financial Institution receives notice of a possible claim against, or interest in, any of the Renter's Accounts (the "Accounts") or the Safe Deposit Box under any court order, statutory demand, or under applicable family, domestic relations, matrimonial property, or similar legislation, a marriage agreement, or a separation agreement, the Financial Institution may refuse to permit the Depositor to have any dealings with any of the Accounts and the Safe Deposit Box, even if funds stand to the credit in any such Account. The Financial Institution will not be liable for any loss or damage resulting from any refusal by the Financial Institution under this article.
21. **APPLICABLE LAW** – This Rental Agreement is governed by the laws of the province of the location of the Safe Deposit Box, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws.
22. **SEVERABILITY** – This Rental Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Rental Agreement is held to be invalid or unenforceable to any extent, then:
 - a) such provision will be interpreted, construed, or reformed to the extent reasonably required to render the same valid, enforceable, and consistent with the original intent underlying such provision; and

b) such invalidity or unenforceability will not affect any other provision of this Rental Agreement.

23. **NO WAIVER** – No waiver by the Financial Institution of any breach of or default under this Rental Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default. The Financial Institution may, without notice, require strict adherence to the terms and conditions of this Rental Agreement, despite any prior indulgence granted to or acquiesced in by the Financial Institution.
24. **CHOICE OF LANGUAGE** – It is the express wish of the parties that this Rental Agreement and any related documents be drawn up and if execution is required, to be executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.