

## Rules Governing The Use Of Safe Deposit Box

### Introduction

This product is intended to be for people looking to store their assets in the bank's vault to keep them safe against hazards such as theft.

1. The Customer shall pay to the Bank, in advance, a yearly fee in such sum as the Bank may from time to time prescribe, the first such fee to be payable on signing the agreement for use of the safe deposit box (the "Agreement"). The subsequent yearly fee will be payable on the anniversary of the signing of the Agreement, by way of standing order from your account held with us. The Bank will inform the Customer, by way of a letter sent to the Customer's address, of any change to the yearly fee at least two months before it is next due. The Customer shall not be entitled to a refund of any yearly fee or any part thereof if the Agreement is terminated by the Bank as a result of the Customer's breach. Fees shall continue to be payable under this Clause 1 until the Agreement is terminated in accordance with these terms.
2. The Customer shall pay to the Bank on signing the Agreement a deposit as security for the due observance and performance by the Customer of his obligations under the provisions of the Agreement (for example, deductions may be made from the deposit in the event of loss of Keys, etc.). The Bank may by notice increase the amount of the deposit. The Customer shall within 30 days of being given such notice pay to the Bank the amount of the increase and shall on demand pay any amount deducted by the Bank under Clause 16 so as to restore the deposit to the original amount or the increased amount, if applicable. If the Customer objects or refuses to pay the amount of an increase in the deposit, the Customer may terminate the Agreement in accordance with clause 13.
3. The customer will be given 2 keys for the Safe Deposit Box ("Keys"). The Keys (together with the Box) shall remain the property of the Bank. Nothing other than the Keys shall be used by the Customer to open the Box. On termination of the Agreement the Customer shall return the Keys to the Bank as soon as possible.
4. The Customer may only allow his agent ("Agent") to have access to the Box after having filed with the Bank a prescribed form of appointment provided by the Bank upon request, which must be duly completed and signed by both the Customer and the Agent. The Customer shall be fully responsible for all acts and omissions of his Agent. This means that the Customer will pay for any damages to the Bank's property that may be caused by the Agent, and the Bank will not compensate the Customer for any losses to the contents of a box that may be caused as a result of the Agent's acts or omissions. The Bank may at its discretion refuse access to the Box to any Agent at any time. For example we may do this if:
  - a) We suspect unlawful or dishonest activity;
  - b) We have received instructions, notices or orders from an authority (including any court of law) having jurisdiction over us;
  - c) Access is restricted due to unforeseen circumstances, e.g. a fire alarm or the vault is occupied by another customer;
  - d) The person displays abusive behaviour or it is apparent that they are under the influence of alcohol or drugs.
5. The Customer shall themselves immediately notify the Bank of the loss of any Keys by completing a form prescribed by the Bank, which will be provided to the Customer upon request by post or at our branches. Notification of loss may be made by an Agent, but we may contact the Customer to confirm the loss direct to us. As the Keys are the only keys to the Box, in the event of loss, the entire lock will require replacement. Two new Keys will be issued to the Customer upon the Customer completing a form prescribed by the Bank and upon payment of such charges and expenses as the Bank may incur in arranging for workmen to break open the Box and install a new lock. The Bank will take reasonable care in selecting the workmen to install the new lock, but where a new lock must be installed the Customer will be invited to attend the installation to remove the contents of the Box and oversee the installation as the Bank shall not be liable for any loss of or damage to the contents of the Box as a result of the work undertaken to install a new lock.
6. The Customer and (subject to Clause 4) his Agent may have access to the Box during the business hours from time to time adopted by the Bank after completing and signing the Bank's prescribed form with the same signature or chop as appearing on the Agreement (or in the case of an Agent on the form of his appointment). If the Customer uses a chop to execute the Agreement, the Customer shall in no circumstances allow such chop to be used by any other person with respect to the Box. If the chop is lost, the Customer must forthwith notify the Bank in writing. The Bank shall be under no liability whatsoever in respect of any loss or damage to the contents of the Box through any improper or unauthorised use of such chop. The Bank may (but is not obliged to) require production of passport or other means of identification by the Customer or his Agent and, where such identity verification is required by the Bank, access to the Box will not be provided without satisfactory proof of identity.
7. The Customer and his Agent may only enter the Bank's premises in a peaceful manner to open, change the contents of and close the Box according to this Agreement. No right is conferred on the Customer under the Agreement whether to or in respect of the Box or otherwise other than the right to use the Box as expressly set out in the Agreement and the Box shall remain the property of the Bank at all times.
8. The Bank shall not be responsible in any way for any delay in access or non-access to the Box caused by any cause beyond its reasonable control. The Bank accepts no obligation to attend to the Customer or his Agent in opening or locking the Box, or taking things into or out of the Box, which the Customer and the Agent do at the sole risk of the Customer.
9. The Bank shall be deemed to have no knowledge of, and accepts no obligation whatsoever in respect of, any article or thing in the Box. The Customer uses the Box entirely at his own risk. Items should be properly insured for their full value and keeping valuables in a safe deposit box should not be seen as an alternative to insuring them. The only duty of the Bank is to use reasonable care to prevent access to the Box by unauthorised persons by visual inspection of signatures or chops under Clause 6. The Bank shall not be liable in any way for any loss or damage to any contents of the Box due to natural deterioration, strong wind, typhoon, fire, water, war, earthquake, explosion, theft or any other cause whatsoever, unless it is the direct result of an action or omission by an employee or agent of the Bank.
10. The Bank may at any time examine the state or condition of the Box, make any repairs or adjustments which the Bank considers necessary or desirable, or take any action (including opening the Box) to determine whether this Agreement is being complied with, provided that except in an emergency if any of the foregoing involves opening the Box the Bank shall give the Customer 7 days' notice thereof. Where possible, the customer will be invited to remove the contents of the Box prior to any repairs or, as an alternative, supervising the repairs work with the Bank.
11. The Customer shall not in any way allow any other person (except an Agent) to have any access to or any use of the Box. All rights and obligations under the Agreement are not transferable by the Customer to any other person.

12. You must ensure that your Box only contains items that belong to you and you must not store any of the following items:
  - a. Wills or other documents that may be needed to administer your estate in the event of your death.
  - b. Items that are illegal or result from illegal activity, such as the proceeds of crime.
  - c. Items that have been or may be used in connection with acts of terrorism.
  - d. Items that have been or are being used in any way to facilitate tax evasion.
  - e. Weapons, including guns and knives, and ammunition.
  - f. Any explosive, combustible or incendiary devices; chemicals or drugs; pollutants, gases, liquids or odorous, toxic or radioactive substances.
  - g. Items that have been or are being used in any way to facilitate sanctions evasion.
  - h. Bank notes or coins of any currency, amount or denomination.
  - i. Plants, plant matter, animals, food or other perishable things or living organisms.
  - j. Items that could cause harm or damage to the Box or storage system.
13. The Customer may terminate the Agreement by giving to the Bank not less than 7 days' notice in writing and shall return to the Bank the Keys on or before the date on which the Agreement is to terminate. Where the Customer terminates before the end of a period for which a yearly fee has been paid, the Bank will make a partial refund of the yearly fee equal to pro-rata fee amount for the number of complete remaining months minus one (for example, if the Customer terminates with 9.5 months remaining, they will receive a refund equivalent to the fee attributable to 8 months, and if they terminate in the final month, no refund shall be paid).
14. The Bank may at any time terminate this Agreement by giving 7 days' notice in writing to the Customer. The Customer shall, at or before noon on the date of expiry of such notice, pay all monies due to the Bank, remove all contents of the Box from the Bank's premises and deliver all Keys to the Bank. If the Bank terminates the Agreement for reasons other than the Customer's breach of the Agreement, the Bank will make a partial refund for the remaining months to the Customer's account held with us.
15. The Customer shall on demand indemnify the Bank against any loss, damage, expense or liability incurred or suffered by the Bank by reason of any use by the Customer or their Agent of the Box or any breach of any provision of the Agreement by the Customer.
16. If the Customer fails to pay the yearly fee on time, or any other charges owed under this Agreement, the Bank may suspend the Customer's right of access to the Box while these fees and charges remain unpaid.
17. The Bank may also deduct any money in any Customer account with us (either sole or joint accounts) to reduce or repay any yearly fees or other monies payable by the Customer to the Bank.
18. If, after deductions have been properly made from and any Customer account with us, any money remains unpaid for 6 months after notice from the Bank requiring payment, the Bank may, at the expense of the Customer and without further notice, use a locksmith to break open the Box and take possession of all the items inside the Box. An inventory of all items found in your Box will be made and we have the right to sell your items at a public auction or by private treaty all or any part of the contents of the Box. The Bank would seek market value and independent verification of the proposed sale price against market value and we will deduct from the proceeds of sale the amount that you owe to us, plus any costs incurred by us in opening the Box and selling the items. The Bank shall not be liable for any loss to the Customer howsoever occasioned by such sale. If after deducting those amounts, there are any proceeds of sale remaining, we will pay the remaining sums into your account held with us, or to another account on your request.
19. Any notice or demand hereunder shall be deemed to have been received by the Customer 2 days after posting if sent by prepaid letter post to the address of the Customer last known to the Bank. The Customer shall notify as soon as possible any change of address to the Bank and in the absence of such notice service in accordance with this clause shall be deemed good and proper service.
20. If a Customer dies, the authority given by the Customer to his Agent will be revoked when the Bank receives notice of the death of the Customer and not upon the Customer's death. Upon receipt of such notice, access to the Box will be allowed only to the duly constituted personal representative of the deceased. But the Bank may without any responsibility on its part and in its sole discretion allow any person intending to apply for probate or letters of administration of the estate of the deceased and his solicitor to have access to the Box to take an inventory of the contents thereof. The estate of the deceased shall remain liable to pay all yearly fees and other sums payable, and to perform all other obligations, under the Agreement until the Agreement is terminated by the personal representative of the deceased pursuant to Clause 13.
21. Where the Customer comprises more than one person, their liabilities shall be joint and several and their rights shall be joint, which means that all persons together and individually shall equally share the responsibility and only be capable of exercising their rights together. Upon the death of any such person, all rights of the Customer shall pass to the survivor but either the survivor or any person intending to apply for probate or letters of administration of the estate of the deceased may have access to the Box for the purpose of taking an inventory of the contents thereof. Upon the death of the last survivor, only his duly constituted personal representative shall have access to the Box. Access by any personal representative to the Box is in each case subject to such terms and conditions as the Bank may prescribe.
22. If the Box is sealed by an order of a court, the Customer shall remain liable to pay all yearly fees and other sums payable under the Agreement, but shall not have access to the Box until the seal is lifted by a further court order and the Bank has received an official copy of such further order.
23. The Agreement is governed by the law of England and Wales.

**Please note:** We will make searches about you at credit reference agencies who will supply us with credit information, as well as information from the Electoral Register. The agencies will record details of the search whether or not this application proceeds. We may use credit-scoring methods to assess this application and to verify your identity. Credit searches and other information which is provided to us and/or credit reference agencies, about you and those with whom you are linked financially may be used by the Bank and other companies if credit decisions are made about you, or other members of your household. This information may also be used for debt tracing and the prevention of money laundering as well as the management of your account.

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