

SAFE DEPOSIT BOX TERMS AND CONDITIONS

生效日期：2006年2月11日
Effective Date: 11 February 2006

中譯本：

(此中譯本僅供租戶參考，如本譯文與英文本文之內容有歧異者，一切以英文本為準。)

保管箱章程

閣下(下稱“租戶”)向創興銀行有限公司(下稱“銀行”)申請及租用保管箱(下稱“保管箱”)的有關權利、責任和義務，將受下列及載於保管箱申請表之各條款約束，並包括銀行可不時運用單獨酌情權對該等條款所作之修訂和補充(以下統稱“保管箱條款”)。

租期

- 除租期是在保管箱條款所述情況下終止外，保管箱租期是以週年計算，並按年自動續期。首年租期由銀行接受租戶申請之日開始(下稱“開始日期”)，至第一週年日前一日止，接續的租期由上期週年開始日期開始，直至接續的週年日前一日止。

租金

- (a) 租戶須於每一租期開始或之前預付年租予銀行，首年租金在銀行接受租戶之申請時繳付。
- (b) 在銀行依據以下第2(c)條對租金作修訂前，租戶需繳付列於銀行接受租戶之申請時所知會的年租金額。
- (c) 銀行有權隨時以不少於30天(如不屬銀行控制範圍者例外)之書面通知，或展示於保管箱所處之保管箱庫、分行大堂及/或銀行的網址，知會租戶對年租金額的增加或修訂，該項通知發出後，新修訂的租金即由接續的租期或書面通知另有指定之日期開始生效，直至銀行另有修訂為止。

按金

- (a) 租戶在銀行接受租戶之申請時須向銀行繳付一筆按金(下稱“按金”)，作為遵守及履行保管箱條款的保證，在銀行依據以下第3(b)條對按金作修訂前，按金為銀行接受租戶之申請時所知會的金額。
- (b) 銀行有權隨時以不少於30天(如不屬銀行控制範圍者例外)之書面通知(或展示於保管箱所處之保管箱庫、分行大堂及/或銀行網址)，知會租戶對按金額的增加或修訂，該項通知發出後，新修訂的按金即由接續的租期或書面通知另有指定之日期開始生效，直至銀行另有修訂為止，租戶對增加的按金須立即繳付。
- (c) 退租時，如租戶已完全遵守及履行保管箱條款所有的條款，並將按金收據交還銀行，則按金將無息退還租戶，但如租戶在租期內尚有按保管箱條款應付而未付的欠款，銀行有權在按金項下扣除。

被授權人

- (a) 租戶可授權第三者使用保管箱，但規定：
 - 被授權人士是按銀行同意及認可的格式、程序及方法委任；及
 - 銀行有權在無需說明理由的情況下限制被授權人(定義見下文)的名額和拒絕租戶所選定及/或授權的被授權人；及
 - 如保管箱由一人以上聯名租用，則所有被授權人須經全體租戶聯簽授權，方能生效。
- (b) 所有經租戶正式授權使用保管箱及按第4(a)條獲銀行接受的人士，均為本保管箱條款所指為租戶的“被授權人”。
- (c) 即使租戶或聯名租戶其中一名租戶因死亡、喪失能力或被授權人的權力已被撤銷，在銀行未確實收到租戶或其合法代表人書面通知該事項前，就銀行與租戶間而言，被授權人行使其權力執行的任何事項，對租戶及其遺產執行人或合法代表人均有約束力。

- 若租戶及/或被授權人使用印章作為其操作保管箱所提供予銀行之印鑑式樣紀錄，租戶須就有關印章之誤用、遺失或欺詐所引致銀行之一切損失、損害、索償及行動，對銀行作出十足彌償，但如因銀行、其僱員、代表或代理之欺詐、疏忽或違約所導致者則例外。

保管箱的啟用

- 在受第6條所規限下：
 - 只限於在銀行保管箱庫公告所指定的營業時間內及遵照銀行不時運用其單獨酌情權所作出之規定啟用保管箱；
 - 除銀行另行特別同意者外，只有租戶及其被授權人，並必須按照有關保管箱租用申請書留存在銀行的印鑑式樣簽署才能啟用該保管箱，銀行並無責任但保留要求檢查對其身份證明文件的權利。

- 在不損害保管箱條款並對其作補充的原則下，銀行有權(但無責任)於任何時間在以下一項或多項情況未經預先通知，拒絕任何人啟用保管箱，或者要求保管箱庫內任何人離開：

- 租金到期未付；或
- 不遵守或履行保管箱條款的任何條款；或
- 當銀行知悉租戶已被提交破產、清算或清盤的申請；或
- 不遵守銀行制定任何有關啟用及/或操作保管箱的規則；或
- 不聽從銀行保管箱庫內職員的指示；或
- 銀行認為有緊急事故發生或者當時進入保管箱庫是不安全的；或
- 有關保管箱的啟用或操作，銀行對租戶、被授權人或第三者之任何簽署、印章或授權之真實或有效性有合理懷疑；或
- 銀行接獲任何租戶、被授權人或第三者之要求、申索、行動、法律行為或脅稱，申述他們對保管箱內物品(等)的權益，或要求就其他租戶及/或被授權人對保管箱的啟用作出限制(視乎情況而言)。

鎖匙

- (a) 每一租戶將獲發兩條鎖匙(下稱“鎖匙”)作為操作保管箱之用，鎖匙是銀行的財產，須於租約終止時完整退還予銀行。
- (b) 租戶只能使用銀行發給的鎖匙，並負責妥善保管和作開啟保管箱之用，租戶保證不會自配副匙。銀行如發現租戶自配副匙，得予以沒收副匙及銷毀。
- (c) 租戶如發覺鎖匙遺失或損毀，須即時以書面通知銀行。銀行收到通知後，銀行有權剖開該保管箱及更換箱鎖、鎖匙。所有箱鎖及鎖匙之修理更換，均須由銀行指定的代理人承造。上述一切費用均由租戶承擔，另租戶須負責賠償保管箱的損毀，租戶在支付一切由剖開而引起的所有費用後，始能獲配一套新鎖匙。
- (d) 儘管以上第7(c)條所述，銀行對處理租戶鎖匙遺失或損毀事故的安排，除因銀行或其僱員、代表或代理之欺詐、疏忽或違約所導致者外，銀行對以下事項不負任何責任：
 - 對安排剖箱及更換箱鎖、鎖匙工序的任何延誤；及/或
 - 對因剖箱、更換箱鎖或其他緣故可能引致箱內物品的損壞或遺失；及/或
 - 對再啟用及/或操作保管箱有任何延遲或擱置。

保管箱的使用

- 保管箱只供租戶自用，租戶保證不得把保管箱轉讓、分租或轉租與別人。

- (a) 租戶保證不得把保管箱用作任何非法或違法的用途，或者私藏任

何爆炸品、槍械、火藥或者易燃易爆品，或者帶厭惡性、有害性、腐蝕性或妨擾性的物品。除因銀行或其僱員、代表或代理之欺詐、疏忽或違約所導致者外，任何因違反本條款而導致銀行或第三者遭受的任何損失、損害、索償、行動及程序，租戶須自賠償責任，不論該違反用途是否為租戶知悉。

- 銀行有權隨時要求租戶或其他被授權人在場開啟保管箱，以便檢驗、維修或查核是否遵照保管箱條款使用保管箱。

保險

- 銀行對租戶保管箱內物品的任何風險(包括但不限於以下第11條所述或其他情況下引起的遺失或損壞)不負任何責任或投保義務，租戶充分瞭解租戶對保管箱內物品購買足夠的保險額是保障其本身的利益。租戶須視乎其情況按租戶認為妥當的條款保管箱內物品購買和保持適合及恰當之保險，銀行已勸諭租戶關於租戶需自行替其保管箱內物品購買和保持保險之責任，租戶充分明白租戶應替保管箱內物品購買及保持全值保險的責任，以保障租戶的利益。**

保管箱內物品的損毀或變質

- 銀行在任何時候或情況下，對因下列原因引致保管箱內物品或其中任何部份的任何損失或毀壞概不負責，不論屬任何類別或性質、普通法或衡平法、合約或侵權法律責任不等，除非該等損失或毀壞是由於銀行或其僱員、代表或代理之欺詐、疏忽、違約、蓄意或故意行為所造成：
 - 由於(i)盜竊、搶劫、偷盜所引起；(ii)任何人因疏忽、罔顧後果、不忠實、欺詐及/或錯誤行動或不作為所造成；及/或
 - 由於(i)所採納的安排、制度、措施及/或程序；以及(ii)保管箱庫的設備、裝置及/或配套等設施的不足、不全、失靈、遺漏或損壞而引起；及/或
 - 任何銀行不能合理控制的自然或其他原因、事件及/或環境所造成，包括但不限於天災、流行病、火災、爆炸、洪水、水災、颱風、強風、地震、山崩、泥石流、崩塌、及/或因任何原因導致保管箱庫及其所在的建築物的損毀及/或損壞；及/或
 - 由於騷動、暴動、工業行動、罷工、關閉工作場地、戰爭、暴亂、破壞及/或縱火等；及/或
 - 保管箱及保管箱庫內的設備或環境(包括但不限於溫度、光度、濕度、空調、通風設備，或火警、爆炸、洪水、水災、白蟻、老鼠、鼠類、昆蟲或其他蟲害、害物等風險)的不足或失靈，或因保管箱庫的空調機器、電源及/或公用設施供應不足、失誤及/或失靈，及/或營業時間過後停止供應冷氣而引起的一切損失或損害。

租戶在保管箱放載任何物品皆屬租戶的決定及自承風險。

保管箱啟用的延誤

- 除因銀行或其僱員、代表或代理之欺詐、疏忽或違約所導致者外，由於下列原因(不論直接或間接、全部或部份原因)導致保管箱啟用的延誤，因而對租戶造成任何直接或間接的損失(不論屬合約或侵權法律責任)銀行概不負責：

- 根據保管箱條款而關閉保管箱庫及/或拒絕啟用保管箱的措施；及/或
- 因租戶遺失鎖匙及/或根據第7條而剖開保管箱；及/或
- 保管箱庫或保管箱機械、電源、公用設施或技術失誤及/或大門失靈；及/或
- 任何在11條內所述事項所造成的影響。

銀行責任的極限

- (a) 在不抵觸第11條和受其所規限的原則下，租戶同意銀行在任何時候或情況下對有關或因為保管箱條款及/或因銀行違責(不論因任何理由或在任何情況或如何產生)等原因引致保管箱內物品或其中任何部份的任何損失及/或毀壞的一切損失、損害、申索、行動或程序概不負責，不論屬任何類別或性質、普通法或衡平法、合約或侵權法律責任不等，除因銀行或其僱員、代表或代理之欺詐、疏忽或違約所導致者例外。
- (b) 如保管箱條款內任何條文被法庭或其他主管機關斷定為無效或無法予以強制執行，有關條款將被視為已從保管箱條款分割並刪除，而保管箱條款之其餘條款將仍繼續生效。在適用法律容許範圍下，租戶將放棄有關導致任何保管箱條款無法予以強制執行或無效之法律權利。

修理及搬遷

- 銀行決定修理保管箱庫或暫時更改保管箱的位置時，如不必開啟保管箱，則無須預先通知或徵詢租戶而可自行把保管箱暫時搬移至銀行址內另一地方。銀行有權以不少於兩個月的事先書面通知租戶搬遷保管箱，但於緊急情況下銀行有權毋須事先書面通知租戶而可搬移保管箱，搬遷保管箱通告將不時展示於有關保管箱庫或銀行大堂、及/或銀行的網址，有關通告將從指定日期開始時立即生效，並被視為已獲租戶所接受和對其具概括性約束力。

終止租約

- 租戶如在租約期滿前取消或終止租用保管箱，其已付租金或部份的租金將不會獲退回。
- 如租戶決定租約期滿後不續租，須在租約期滿前以不少於十四天的書面通知銀行，惟銀行有權接受少於十四天的通知。如租戶不作此通知或雖有通知而無撤清保管箱內物品並交還保管箱及兩條鎖匙予銀行，則租戶將可被譴作已按第2條訂定的租金續租保管箱辦理。
- 在不抵觸第18條的情形下，銀行在下述的情況下可以書面通知租戶立即終止租約：
 - 租戶應付與銀行的款項(包括但不限於租金)超過三個月未付；或
 - 違反任何保管箱條款。

根據本條規定終止租約時，租戶不能取回已付租金或其任何部份。

- 儘管其他保管箱條款另有規定，銀行有權在無須申明理由的情況下，向租戶發出不少於兩個月的書面通知而終止租約，在上述通知期屆滿時租約則被譴作有效終止，租戶可按比例獲取退回餘下租期的部份租金。
- 不論根據何種理由終止租約，租戶均須即時取回保管箱內物品，並完整退還保管箱及兩條鎖匙予銀行。有違反本條規定下，銀行有權(在無損銀行在普通法或衡平法之其他權利及/或補救方法)採取下列任何一項或多項的行動：
 - 在租戶清箱及交還兩條保管箱鎖匙前，徵收租金；及/或
 - 根據本條19(c)及/或(d)款所述，或採用銀行運用其酌情權認為合適的其他方法，在無需另行通知租戶及在租戶自負風險及費用的情形下，逕自剖開保管箱，並處置箱內的物品。為以上目的，銀行可以(但無責任)聘請任何公證人、律師、拍賣行、測量師或其他代理人、工匠或任何第三者，打開保管箱及處理其中物品，租戶須賠償由此引起的全部費用，在無重大謬誤之情況下，由任何見證打開保管箱的證人所簽署之箱內物品清單和照片(如有)將作為有關保管箱內物品之終局性證明；及/或
 - 即使租約終止後，銀行有權(但無責任)取出保管箱內物品交付與租戶或聯名租戶其中一名租戶，或租戶終止租約時的被授權人，此等人士所發出的收據將作為租戶收取該等物品的憑證；及/或

- 如租約終止三個月內租戶仍不取消保管箱內的物品，租戶則將被譴作自行放棄保管箱內物品的全部權益。銀行有權：

- 在無需另行通知租戶的情況下，銷毀或處理無出售價值(由銀行自行決定或聘請估價員鑑定且具概括性定論)或不能變賣的物品；及/或
 - 不向租戶另行通知將保管箱內物品公開拍賣或私下變賣，為此過程銀行可聘請拍賣人、經紀、估價員、測量師或代理人，此等人士將被視為租戶的代理人，費用由租戶負擔。銀行對彼等行動的後果或有錯失不負任何責任，並可在變賣的收益中扣除拍賣過程中所要支付的費用及開支，不敷之數租戶仍須繳付。為執行本條內的變賣權力，銀行可以(但並非必須)任命一獨立估價員對箱內物品作出估價，該項估價費用由租戶承擔並對租戶具有絕對的約束力。如在私下變賣時價錢達到估價的水平或以上，或在公開拍賣中成交價不論多少，銀行對變賣物品所有的責任(不論屬任何類別或性質、普通法或衡平法、合約或侵權法律責任不等)均視作已解除。
- 為免生疑問，租戶聲明同意在不影響銀行就保管箱條款、普通法或衡平法或其他不等權利的原則下，保管箱條款的條文，特別是第11、12、13及14條對租戶在租約終止後提出的索償仍是持續有效的。

租戶死亡或喪失行為能力

- 如租戶或其中一名租戶身故或喪失行為能力，
 - 租戶代表其遺產代理人、接管人或被授權人士(等)及/或產業特此聲明在其遺產代理人、接管人或被授權人士(等)依保管箱條款第15及/或16條規定終止租約前，其產業是仍需繼續繳付租金；及
 - 在法院、有關政府或其他主管機關發出遺囑認證、遺產管理書或有關命令、同意或授權之前，除非依法為保管箱內物品擬備清單或其他獲授權或准許之目的外，並且已取得所需的法院、有關政府或其他主管機關之命令、同意或授權，銀行可拒絕任何人開啟保管箱。
- 於第21條及/或23條所述之情況下，銀行可在准許任何人開啟保管箱前要求被提供使銀行滿意的有關證據，並就銀行可遭受之費用、支出、申索、損失及責任獲得彌償。

聯名租戶或合夥企業

- (a) 如由兩名或以上租戶聯名租用保管箱，則每名租戶均就自身及代表其遺產代理人、接管人或被授權人士(等)及/或產業同意：
 - 在受本條第(ii)項所規限下，銀行可准許租戶中任何一人開啟保管箱及提取及/或處置保管箱內任何或全部物品；
 - 銀行如接獲租戶一人或以上死亡或喪失行為能力的通知，租戶尚存者或其他租戶須取得法院、有關政府或其他主管機關的命令、同意或授權，方可有權及獲准根據並按法律開啟保管箱和辦理其他依法許可之目的(包括但不限於提取及/或處置保管箱內任何或全部物品)；
 - 聯名租戶中的成員均負共同及個別別的責任；及
 - 在不抵觸保管箱條款的其他明文規定下，聯名租戶中任何一人均可取消及終止租用保管箱。
- 如租戶屬合夥性質，不論任何合夥人之死亡、破產、喪失行為能力或變動，銀行有權認定該合夥企業不時之任何一位合夥人均已獲授權可全權經營合夥企業之業務及處理保管箱和合夥企業之資產，合夥企業不時之合夥人於保管箱條款項下之責任及義務均為共同及個別性質。

雜項

- 保管箱如經法院或主管機關下令封閉，須待封閉令撤銷或失效後租戶才可啟用保管箱。
- 儘管銀行按法律作為銀行或其他身分具有其他權利，根據保管箱條款規定租戶若有應付而未付的欠款，銀行在無需通知租戶的情況下，有權在租戶任何戶口中扣取欠款。此外，銀行有權由租戶欠付日至還款日止，收取據該年度所訂，因逾期付款的手續費，並按年計算。
- (a) 銀行可絕對酌情決定不時附加、刪除及/或修改保管箱條款，銀行需向租戶發出至少三十日的書面通知，除非該等更改乃因法律的施行及/或因非銀行所能控制的情況而需要的(而在此情況下，銀行在絕對酌情決定後，可在其認為切實可行的情況下給予較短期的通知)。在其他情況下，銀行將向租戶發出銀行絕對酌情決定認為適當的合理通知。
- (b) 銀行按保管箱條款所發出的通知，將可不時以展示於銀行分行、銀行大堂、保管箱庫、銀行網址http://www.chbank.com，及/或不時以銀行認為合適的方式發出，通知租戶銀行增刪或修改保管箱條款的條文，有關增刪或修改將於通告所指定之日期立即生效，同時對生效日後仍使用保管箱的租戶具有確定的約束力。
- (a) 銀行發給租戶的任何通知，凡經郵遞按租戶在銀行最後所知或登記的地址寄發，則在寄發後的次個銀行工作日，不論隨後是否退回，均視作已妥當地送達租戶。
- (b) 租戶或被授權人的地址或聯絡資料如有變更，租戶保證須立即通知銀行。銀行在收到通知之前，按原登記或按銀行記錄最後所知或登記的地址或聯絡資料將被視作租戶或被授權人的有效地址或聯絡資料；任何寄往該按銀行記錄最後所知或登記的地址予租戶或被授權人的通知，均將被視作已經妥當寄交達達予，及獲租戶和被授權人收妥。
- (c) 如果租戶包括多於一名人士，任何通訊或通信將當作交付予(i)銀行，如該通訊或通信是由構成租戶的人士中的任何一人或由構成租戶的尚存人士所發出；及(ii)租戶，如該通訊或通信是由銀行向構成租戶的人士中的任何一人或構成租戶的尚存人士所發出。
- (a) 就租戶的資料及與銀行之業務關係，租戶同意銀行可不時透露及提供任何資料及文件予：
 - 銀行的最終控股公司、附屬公司及相聯公司，或銀行之最終控股公司及所有聯營公司(即由前述公司擁有股份權益的公司)；
 - 債務追討代理、信貸資料服務機構、政府及監管機構(不論所在地)；及/或
 - 銀行的所有或部分資產或業務之實際或建議受讓方、承讓方或繼承者。
- (b) 在不影響第28(a)條的原則下，租戶同意受銀行的私隱或資料通知或政策條款約束(租戶確認已收到一份通知書)，該等通知書或政策條款可不時按銀行之單獨酌情權修改或變更，並展示或張貼於銀行大堂、保管箱庫或銀行網址，租戶同意所述銀行的私隱或資料通知或政策內所述之資料、資訊及文件的用途。若租戶並非自然人，租戶須確保其被授權人、及就運作和保用保管箱將不時與銀行往來並可能或必須提供其個人資料予銀行等代理及僱員均不時已閱讀、明白及同意所述銀行之私隱及資料通知或政策。
- (a) 以上條文中“保管箱的啟用”一詞的釋義，包括開啟該箱、存入或取出任何物件，及其他不時及在任何時間對該保管箱一般性的使用或操作。

SAFE DEPOSIT BOX TERMS AND CONDITIONS

The terms and conditions below and in the safe deposit box application form subject to such variations and supplements thereto as may be made by the Bank solely from time to time (collectively called “Terms and Conditions”) shall govern the rights obligations and liabilities in relation to the application and renting by you (“the Renter”) from Chong Hing Bank Limited (“the Bank”) the safe deposit box (“the Box”):-

Rental Periods

1. Unless otherwise determined as provided in the Terms and Conditions, the rental period of the Box shall be annual, but **renewable automatically on a yearly basis**. The first rental period will commence from the date of the acceptance (“Commencement Date”) of the Renter’s application by the Bank and end on the day immediately preceding the first anniversary thereof. Each succeeding rental period will commence immediately on the successive anniversary of the Commencement Date and end on the day immediately preceding the next anniversary thereof.

Rent

2. (a) The Renter shall pay an annual rent to the Bank in advance on or before the commencement of each rental period. The annual rent for the first rental period shall be payable immediately upon the acceptance of the Renter’s application by the Bank.

(b) Until revised as provided in Clause 2(c) below, the annual rent shall be in the amount advised by the Bank upon its acceptance of the Renter’s application for renting the Box.

(c) The Bank shall be entitled to increase and/or otherwise revise the annual rent from time to time by notice in writing of not less than 30 days (unless by reason of circumstances beyond the Bank’s control) to the Renter or notice posted at the relevant vault of the Box, the branch’s banking hall, and/or the Bank’s website and such increase and/or revision shall be conclusively binding on the Renter with effect as from the rental period to be commenced immediately after the notice therefor or otherwise stipulated in such notice until further increase and/or revision by the Bank.

Deposit

3. (a) Immediately upon the acceptance of the Renter’s application for renting the Box by the Bank, the Renter shall pay to and maintain with the Bank a deposit (“the Deposit”) in such sum as advised by the Bank upon its acceptance of the Renter’s application for the due performance and observance by the Renter of the Terms and Conditions. The Deposit may be revised by the Bank as provided in Clause 3(b) below.

(b) The Bank shall be entitled to increase and/or otherwise revise the amount of the Deposit from time to time by notice in writing of not less than 30 days (unless by reason of circumstances beyond the Bank’s control) to the Renter (or notice posted at the relevant vault of the Box, the branch’s banking hall, and/or the Bank’s website), and such increase and/or revision shall be conclusively binding on the Renter with effect from the rental period to be commenced immediately after the notice therefor or otherwise stipulated in such notice until further increase and/or revision by the Bank and the amount of increase shall be payable by the Renter on demand.

(c) The Deposit will only be returnable to the Renter without interest on the termination of the renting of the Box provided all provisions of the Terms and Conditions have been observed and complied with and the Deposit receipt is surrendered to the Bank. The Bank shall be entitled to deduct from the Deposit any sum or sums for the time being at any time owing by the Renter to the Bank under the Terms and Conditions.

Authorized Person(s)

4. (a) The Renter may authorize other person or person(s) for access to the Box Provided That:-

(i) such person(s) shall be appointed in such form and manner and according to such procedure approved by and satisfactory to the

Bank; and

(ii) the Bank reserves the right to restrict the number of Authorized Person(s) (as defined below) at any one time and the right to reject any person(s) so nominated and/or authorized by the Renter without giving any reason; and

(iii) if the Box is rented jointly by more than one person, the Authorized Person(s) must be authorized by all the Renter jointly.

(b) All such person or persons or any of them for the time being duly authorized by the Renter and accepted by the Bank for access to the Box as provided above in Clause 4(a) are referred to in these Terms and Conditions as “the Authorized Person(s)”.

(c) As between the Renter and the Bank, all the acts of the Authorized Person(s) shall be conclusively binding on the Renter and/or his estate and/or personal or legal representative until and unless notice of revocation in writing from the Renter or his personal or legal representative has been actually received by the Bank notwithstanding the death or incapacity of the Renter and/or the actual revocation of authority of the Authorized Person(s) concerned.

(d) Should a chop in lieu of signature be used by the Renter and/or the Authorized Person(s) as his/their specimen signature(s) on record with the Bank for operation of the Box, the Renter shall keep the Bank fully indemnified of all losses, damage, claims and actions which the Bank may suffer in relation thereto including without limitation in the event of any misuse, loss or fraud of such chop but excluding those cases caused by any fraud, negligence or breach on the part of the Bank, its employees, representatives or agents.

Access to the Box

5. Subject to Clause 6 hereafter:-

(a) All access to the Box will only be permitted during the period(s) and days announced from time to time by the Bank by notice posted at the place whereat the Box is located as the business hours of the Bank for operation of safe deposit boxes and subject to such requirements as the Bank may at its sole discretion impose from time to time; and

(b) Unless otherwise specifically agreed by the Bank, only the Renter and the Authorized Person(s) will be permitted to have access to the Box on his/their written application duly signed as per his/their specimen signature(s) on record with the Bank for purposes of operation of the Box Provided Always That the Bank reserves the right (but not under any duty) to require any person (including the Renter and the Authorized Person(s)) to produce evidence of identity satisfactory to the Bank for so doing.

6. Without prejudice and in addition to the other provisions of the Terms and Conditions, the Bank shall be entitled (but not obliged) at any time without any prior notice to refuse access to the Box or require any one for the time being in the vault to leave there immediately in any one or more of the following events:-

- (a) if the rent of the Box is due but unpaid; or
- (b) if any of the provisions of the Terms and Conditions is not duly observed or complied with; or
- (c) if the Bank is aware of any petition for bankruptcy liquidation or winding up (as the case may be) filed against the Renter; or
- (d) if any rules and regulations of and/or procedures prescribed by the Bank for the time being in force relating to the access to and/or operation of safe deposit boxes is not duly complied with; or
- (e) if any of the direction of the employee(s) of the Bank inside the vault whereat the Box is located is not duly observed or complied with; or
- (f) in the opinion of the Bank, access to the vault whereat the Box is located is unsafe and/or an emergency situation has occurred; or
- (g) the Bank has reasonable doubt as to the genuineness or validity of any signature(s), chop(s) or authority of any Renter, Authorized Person(s) or third party in relation to access to or operation of the Box; or
- (h) if the Bank has received or has been threatened with any demands claims actions or legal proceedings by any of the Renter, Authorized Person(s) or third party asserting his/their interest or rights to the item(s) in the

Box or demanding restriction of access to the Box by other Renter and/or Authorized Person(s), as the case may be.

Keys

7. (a) The Bank will provide the Renter with two keys (“the Keys”) for the operation of the Box on or before the Commencement Date provided the Bank has received the annual rent and Deposit. The property of the Keys remains with the Bank and the Renter shall return the Keys to the Bank upon the termination of the renting of the Box.

(b) The Renter undertakes to keep the Keys in safe custody and to open the Box only with the Keys. The Renter also undertakes not to make any duplication of the Keys and the Bank shall be entitled to confiscate and destroy such duplicated keys upon discovery.

(c) The Renter shall immediately notify the Bank in writing upon discovery of the loss and/or damage of any of the Keys. Upon receipt of such notice, the Bank shall be entitled to break open the Box and replace the lock and keys of the Box (such work shall be carried out exclusively by person(s) nominated by the Bank) and the Renter shall on demand reimburse the Bank for all the costs and expenses incurred for so doing and indemnify the Bank on demand for any damage to the Box, if any. The Renter will only be provided with a set of replacement keys upon full payment of the above mentioned sums.

(d) Notwithstanding Clause 7(c) above, in all cases of loss and/or damage of the Keys unless otherwise caused by any fraud, negligence or breach on the part of the Bank, its employees, representatives or agents, the Bank shall not be liable to the Renter howsoever for:-

- (i) any delay in arranging for and/or the carrying out of the work for the breaking open of the Box, the replacement of the lock and/or the Keys; and/or
- (ii) any damage or loss to the contents in the Box whether as a result of the carrying out of the work for the breaking open and/or replacement of the lock of the Box or otherwise howsoever; and/or
- (iii) any delay in and/or suspension of access to and/or operation of the Box.

Use of the Box

8. The Renter undertakes to use the Box only for the purposes of the Renter and not to assign, sublet or underlet the Box to any other person(s).

9. (a) The Renter undertakes not to use the Box and to ensure that the Box will not be used for any illegal or unlawful purpose or for the storage of any explosive, fire arms, ammunition and articles and/or materials which are inflammable, dangerous and/or of an offensive, obnoxious corrosive and/or nuisance nature. The Renter shall indemnify the Bank for all losses, damage, injuries, claims, actions or proceedings which may be suffered incurred or sustained by the Bank and/or any third party as a result or by reason of any breach of this provision whether or not the use in breach hereof is to the knowledge of the Renter except those cases caused by any fraud, negligence or breach on the part of the Bank, its employees, representatives or agents.

(b) The Renter shall at all times on demand permit the Bank to have access to the Box in his presence or the presence of his Authorized Representative(s) to examine its state and condition to make any repair and to ascertain whether the terms and conditions of the Terms and Conditions are being fulfilled or observed.

Insurance

10. **The Bank is not under any duty or obligation to insure the contents of the Box against any risk (including but not limited to in particular any loss and/or damage thereof howsoever arising whether in circumstances referred to in Clause 11 herein below or otherwise). THE RENTER SHALL TAKE OUT AND MAINTAIN PROPER OR APPROPRIATE INSURANCE POLICY(IES) OR COVER(S) FOR THE CONTENTS IN THE BOX SUBJECT TO SUCH PROVISIONS AS THE RENTER MAY SEE FIT FOR HIS OWN CASE. THE RENTER ACKNOWLEDGES THAT HE HAS BEEN ADVISED BY THE BANK OF HIS OBLIGATIONS TO TAKE OUT AND MAINTAIN INSURANCE POLICY(IES) OR COVER(S) FOR THE CONTENTS OF THE BOX AND IS FULLY AWARE THAT IT IS IN THE INTEREST OF THE RENTER TO**

(b) If any of the provisions of the Terms and Conditions is found by any

FULLY INSURE THE CONTENTS IN THE BOX.

Loss, damage or deterioration of contents in the Box

11. **Save and except in cases of loss and/or damage as a result of any fraud, negligence, breach, wilful or intentional act by the Bank, its employees, representatives or agents,** the Bank shall not under any circumstances or at any time be liable and/or responsible for any loss damage and/or deterioration of whatsoever kind or nature to the contents of the Box or any part thereof howsoever caused and/or arisen, whether in law or in equity, in contract or in tort, including but not limited to any loss damage and/or deterioration (whether in whole or in part and whether directly or indirectly) attributable to, caused by, arising out or as a result of:-

- (a) any (i) theft, robbery, burglary committed by and/or (ii) negligent reckless dishonest fraudulent and/or wrongful act(s) or omission of any person(s); and/or
- (b) any inadequacy, deficiency, failure, malfunctioning and/or default, howsoever arisen and/or caused, of any of the (i) arrangement, system, measure and/or procedure adopted and/or (ii) equipment, installation and/or devices installed by the Bank for purposes of security or otherwise for the time being at the place whereat the Box is located; and/or
- (c) any natural causes and/or any cause, event and/or circumstances of any kind beyond the reasonable control of the Bank, including but not limited to any acts of God, epidemics, fire, explosion, flood, water, typhoon, strong wind, earthquake, landslide, mudslide, collapse, destruction and/or damage of the building and/or vault whereat the Box is located howsoever arisen and/or caused; and/or
- (d) civil commotion, riot, industrial disruption, strike, lockouts, war, insurrection and/or sabotage and/or arson of any person(s); and/or
- (e) the conditions or environment (including but not limited to the temperature, light, humidity, air-conditioning, ventilation or risks of fire, explosion, flood, water, termites, rats, mice, insects or any other pests or vermin etc.) of the Box and/or the vault whereat the Box is located and/or the inadequacy, malfunctioning and/or failure of the air-conditioning plants power and/or utility supply at the vault whereat the Box is located and/or the reduction or discontinuation of air-conditioning during and/or after office hours.

All items are stored in the Box at the Renter’s own decision and risks.

Delay in access to the Box

12. Unless otherwise caused by any fraud, negligence or breach on the part of the Bank, its employees, representatives or agents, the Bank shall not be liable and/or responsible (whether in contract or in tort) for any loss and/or damages to the Renter (whether direct and/or consequential) caused by and/or arising out of (whether directly or indirectly and whether in whole or in part) any delay in access to the Box caused by and/or arising out of (whether directly or indirectly and whether in whole or in part):-

(a) any closure of the vault and/or refusal of access to the Box as provided in the Terms and Conditions; and/or

(b) any loss of Keys by the Renter and/or breaking open of the Box as provided in Clause 7; and/or

(c) any mechanical power utility or technical failure and/or malfunctioning of the door(s) to the vault whereat the Box is located and/or the door to the Box; and/or

(d) any of the circumstances set out in Clause 11.

Limitation of Bank’s Liability

13. (a) Subject and without prejudice to Clause 11, the Renter hereby expressly agrees that the Bank shall not be liable for any loss, damage, claims, actions or proceedings for, in connection with, arising out of and/or under the Terms and Conditions and/or any breach of any duty of the Bank whether in relation to and/or arising out of any loss and/or damage of the contents of the Box or otherwise and howsoever arising whether in law or in equity, in contract or in tort, unless otherwise in the case caused by any fraud, negligence or breach on the part of the Bank, its employees, representatives or agents.

(b) If any of the provisions of the Terms and Conditions is found by any

court or other competent authority to be void or unenforceable, such provision shall be deemed to be severed and deleted from the Terms and Conditions and the remaining provisions of the Terms and Conditions shall continue in full force and effect. To the extent permitted by applicable law, the Renter shall waive the protection available under any provision of law which would otherwise render any provision of the Terms and Conditions unenforceable or invalid.

Repair and relocation

14. If the Bank wishes to effect any repair in any part of the vault where the Box is or to change the position of the Box temporarily without having to open it, the Bank will be at liberty without further notice to or consent from the Renter have the Box removed temporarily to other part of the Bank’s premises. The Bank shall be entitled to relocate the Box with prior notice in writing of not less than two (2) months before the date of relocation to the Renter except where in the case of emergency the Box may be relocated by the Bank without prior notice to the Renter. Relocation notices shall be posted from time to time at the relevant vault of the Box, the branch’s banking hall, and/or the Bank’s website. Such notice shall be deemed to be conclusively binding on and accepted by the Renter with effect from the date specified in the notice.

Termination

15. If the Renter decides to cancel or discontinue the renting of the Box at any time before the expiration of a rental period, the Renter shall not be entitled to any refund of the annual rent already paid or any part thereof.

16. If the Renter does not desire to renew and/or continue the renting of the Box after the expiration of the rental period, the Renter shall give the Bank not less than fourteen days’ notice in writing to that effect before the date on which the current rental period is due to expire, subject to the Bank’s right to accept notice of less than fourteen days. If the Renter fails to give such notice or having given such notice, fails to remove all contents in Box and surrender the Box and all the Keys of the Box to the Bank, the renting of the Box shall be deemed to have been renewed for another rental period at the rent determined by the Bank as provided in Clause 2 above.

17. Without prejudice to Clause 18, the Bank shall be entitled to forthwith immediately terminate the renting of the Box by notice in writing to the Renter in any of the following event:-

(a) if there is any sum (including but not limited to the rent) due but unpaid by the Renter for a period exceeding 3 months from due; or

(b) in the event of breach of any provisions under the Terms and Conditions. For termination under this Clause, the Renter shall not be entitled to any refund of the annual rent already paid or any part thereof.

18. Notwithstanding any provisions to the contrary in the Terms and Conditions, the Bank shall be entitled without assigning any reason to terminate the renting of the Box at any time by giving the Renter not less than two months’ prior notice in writing of the Bank’s intention to do so, in which case the renting of the Box shall be deemed effectively terminated upon the expiration of the above mentioned notice and the Renter shall be entitled to a refund of the proportionate part of the annual rent already paid in respect of the unexpired current rental period.

19. Upon the termination of the renting of the Box for any reason whatsoever, the Renter shall at once open the Box, take out all the contents of the Box and return all the Keys of the Box to the Bank in good condition. In the event of any breach of this Clause, the Bank shall be entitled to (without prejudice to any other rights and/or remedies of the Bank in law or in equity) take any one or more of the following action:-

- (a) charge rental for the Box until the contents in the Box have been removed and all the Keys have been surrendered to the Bank; and/or
- (b) without any further notice to the Renter, break open the Box and remove and dispose of the contents thereof at the risks and costs of the Renter as provided in Clauses 19(c) and/or (d) or in such other manner as the Bank may in its absolute discretion think fit and for the above purposes, the Bank may (but not under any duty) to the Renter’s costs employ the services of any notary public, solicitor, auctioneer, surveyor and/or other agents, contractors, workmen or third party whatsoever and the Renter shall indemnify the Bank on demand for all such costs and expenses

incurred on a full indemnity basis. Save in the case of manifest error, an inventory list of the break-open items with photograph(s) thereof (if any) signed by any witness of the break-open shall be conclusive evidence of the contents found at the Box; and/or

- (c) notwithstanding the termination of the renting of the Box, the Bank shall be entitled (but not under any duty) to deliver and release the contents of the Box to any one of the Renter or any one of person(s) currently being the Authorized Person(s) at the time of the termination of the renting of the Box and the receipt of such person(s) shall be conclusive and binding on the Renter; and/or
- (d) if within 3 months of the termination of the renting of the Box, the Renter shall not have removed and/or taken delivery of any contents of the Box, the Renter shall be deemed to have abandoned all claims and rights in such contents and the Bank shall be entitled to:-
 - (i) destroy or otherwise dispose of such contents of the Box which are not saleable (as determined by the Bank or such valuer as may be employed by the Bank absolutely) or cannot be sold, without further notice to the Renter; and/or
 - (ii) sell such contents of the Box which are saleable without further notice to the Renter whether by public auction or by private treaty and for so doing, the Bank shall be entitled to engage the Renter’s costs such auctioneer, broker, valuer, surveyor and/or agent as the Bank in its absolute discretion determine and such auctioneer, broker, valuer, surveyor and/or agent shall be deemed to be acting for and on behalf of the Renter and the Bank shall in no circumstances be liable howsoever for their act, default and/or omission. The Bank shall be entitled to deduct all costs and expenses for so doing from the proceeds of sale and the Renter shall pay any sum in deficiency to the Bank for such costs and expenses on demand. Further, for the purposes of the exercise of the power of sale under this sub-clause, the Bank shall be entitled (but not under any duty) to obtain valuation of any of the contents of the Box at the Renter’s costs and any valuation obtained by the Bank from an independent valuer shall be binding and conclusive against the Renter and any sale by the Bank of any of the contents of the Box at or above such valuation if by private treaty and at whatever price if by public auction shall absolutely discharge the Bank of all liabilities whatsoever, whether in law or in equity, in contract or in tort, to the Renter in respect of such content(s) and/or the sale thereof.

20. For the avoidance of doubt, the Renter hereby expressly agrees that the provisions of the Terms and Conditions including in particular Clauses 11, 12, 13 and 14 hereof shall survive the termination of the renting of the Box and continue to be in full force and effect applicable to all claims by the Renter and shall not in any way prejudice or affect the Bank’s rights under the Terms and Conditions or otherwise in law or in equity.

Death or incapacity of Renter

21. In the event of the death or incapacity of the Renter or any of them,

(a) the Renter for his personal representative(s), receiver(s) or authorized person(s) and/or estate(s), hereby agrees that his estate will continue to be liable for the rent of the Box until termination of the renting by his personal representative(s), receiver(s) or authorized person(s) in accordance with Clause 15 and/or Clause 16 hereof; and

(b) until the grant of Probate, Letters of Administration, relevant order, consent or authorization is obtained from the court, relevant government or other competent authority, the Bank may refuse access to the Box except for such purpose(s) of taking an inventory of the contents thereof or otherwise as authorized or permitted legally, provided the requisite order, consent or authorization of the court, relevant government or other competent authority is obtained.

22. In the event as provided under Clause 21 and/or Clause 23, the Bank may require proof thereof to the Bank’s satisfaction and such indemnity against any costs, expenses, claims, losses and liabilities which the Bank may suffer prior to permitting any access to the Box.

Joint Renting or Partnership

23. (a) In the case where the Box is rented jointly by two or more persons,

each of the Renter and for his personal representative(s), receiver(s) or authorized person(s) and/or estate(s) hereby agrees that:-

- (i) subject to sub-clause (ii) of this Clause, the Bank may allow any one of the Renter to have access to the Box who may remove and/or dispose of all or any part of the contents of the Box;
- (ii) in the event of the death or incapacity of any of the Renter and the Bank has notice of such death or incapacity, subject to the order, consent or authorization of the court, relevant government or other competent authority, the survivor of the Renter or the other Renter will be entitled and allowed access to the Box and for other purposes (including without limitation to remove and/or dispose of all or any part of the contents of the Box) insofar as permitted by and in accordance with the laws;
 - (iii) the Renter’s liability hereunder shall be joint and several; and
 - (iv) without prejudice to other express provisions of the Terms and Conditions, either of the Renter may cancel or terminate the renting of the Box.
- (b) Where the Renter is a partnership, the Bank is entitled to treat any of the partners from time to time of the partnership as having full power to carry on the business of the partnership and to deal with the Box and the partnership’s assets notwithstanding the death of any partner, any change of the partners or any partner becoming bankrupt or incapacitated. The liabilities and obligations of the partners from time to time of the partnership under the Terms and Conditions are and shall be joint and several.

Miscellaneous

24. In the event of the Box being sealed by an order of the court or other competent authority the Renter will not be allowed access to the Box until the order has been set aside or annulled.

25. Notwithstanding any right of the Bank in law, whether as banker or otherwise, the Bank shall be entitled to debit all or any of sums owing due but unpaid by the Renter under or in connection with the Terms and Conditions to any account or accounts of the Renter or any of them with the Bank without any notice to the Renter. Further, the Bank shall be entitled to charge a prevailing annual surcharge on any unpaid sum by the Renter from the day due to the day of actual payment.

26. (a) The Bank shall be entitled at the Bank’s sole discretion from time to time to add, delete and/or amend the provisions of the Terms and Conditions by notice of not less than 30 days unless otherwise such variations are required by operation of law and/or circumstances beyond the Bank’s control (in which case the Bank may give such shorter notice as it may, in its absolute discretion, deem practicable). In other cases, the Bank shall give such reasonable notice to the Renter as the Bank at its sole discretion may consider appropriate.

(b) Notice by the Bank under the Terms and Conditions may be given by display at branches of the Bank, its banking hall, the vault of the safe deposit boxes, or may be posted at the Bank’s website at <http://www.chbank.com>, and/or by such other means as the Bank may think fit from time to time. All additions, deletions and/or amendments of the Terms and Conditions shall be deemed to be conclusively binding on and accepted by the Renter with effect from such date specified in the notice if the Renter continues to use, maintain or keep the Box on or after such effective date.

27. (a) Any notice required to be given to the Renter shall be sufficiently served on him if sent by post to his address last known or last on record with the Bank and shall be deemed to have been received by him on the 2nd banking day following that on which the same was posted, notwithstanding its subsequent return as undelivered mail.

(b) **THE RENTER UNDERTAKES TO NOTIFY THE BANK IMMEDIATELY IN CASE OF ANY CHANGE OF THE ADDRESS OR CONTACT DETAILS OF THE RENTER OR AUTHORIZED PERSON(S).** Until the Bank has been notified otherwise, the address and contact details provided on application or on record with the Bank shall be deemed to be his/their valid address and contact details of the Renter or Authorized Person(s) and **ANY NOTICE TO HIM SENT TO THAT ADDRESS OR OTHER LAST KNOWN ADDRESS BY THE**

BANK SHALL BE DEEMED TO HAVE BEEN DULY SERVED ON AND RECEIVED BY THE RENTER AND THE AUTHORIZED PERSON(S) NOTWITHSTANDING ANY RETURN THEREOF AS UNDELIVERED MAIL.

- (c) If the Renter comprises more than one person, any notice, communication or correspondence shall be deemed delivered to (i) the Bank if given by any one of the persons comprising the Renter or the surviving person comprising the Renter; and (ii) the Renter if given by the Bank to any one of the persons comprising the Renter or the surviving person comprising the Renter.
- 28. (a) The Renter agrees that the Bank may disclose any information and documents regarding the Renter’s data and banking relationship with the Bank to:-
 - (i) the ultimate holding company, any subsidiary and affiliate of the Bank or of its ultimate holding company and all associated companies (being companies in which an equity interest is held by the foregoing);
 - (ii) debt collection agencies, credit reference agencies, governmental and other regulatory authorities (wherever situate); and/or
 - (iii) any actual or proposed transferee, assignee or successor of all or any part of the assets or business of the Bank.
- (b) Without prejudice to Clause 28(a) above, the Renter agrees to be bound by the terms and conditions in the privacy or data notice or policy of the Bank (a copy of which the Renter hereby acknowledges receipt), which shall be subject to changes or variation thereof at the Bank’s sole discretion as may be displayed or posted at the Bank’s banking hall, vault of the Box, or website of the Bank from time to time, and to the use of data information and documents about the Renter in the manner specified in such privacy or data notice or policy of the Bank. If the Renter is not an individual, it shall ensure that its Authorized Person(s), individual agents and staff members who in the course of their dealings with the Bank with respect to the operation and maintenance of the Box are or may be obliged to provide their personal data to the Bank have read, understood and agreed to the provisions of such privacy or data notice or policy of the Bank from time to time.
- 29. (a) It is hereby declared that in the construction of these presents the words “access to the Box” shall include the rights to open the Box and to remove therefrom and to place therein anything and otherwise to use or to operate the Box in general manner whatsoever at any time and from time to time.

(b) Clause headings shall not affect the interpretation of these Terms and Conditions. References to Clauses are to the clauses of these Terms and Conditions. Unless the contrary intention appears, words importing the masculine, feminine or neuter gender shall include the others of them and words in the singular shall include the plural and vice-versa.

(c) No act or omission by the Bank under the Terms and Conditions shall affect its rights, powers and remedies thereunder or otherwise or any further or other exercise of such rights, powers or remedies.
- 30. The Terms and Conditions shall be binding on and enure to the benefit of the Bank and its successors and assigns. The Renter (including his successors and assigns) are bound by the Terms and Conditions, and may not assign any or all of his rights, benefits, interests, obligations, liabilities or duties under the Terms and Conditions without the Bank’s prior consent in writing.
- 31. The Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region (“**Hong Kong**”) of the People’s Republic of China, and both the Bank and the Renter hereby submit to the non-exclusive jurisdiction of the Hong Kong courts.
- 32. The Chinese version of the Terms and Conditions is for reference only and if there is any conflict between the English and the Chinese version, the English version shall prevail.