

## TERMS AND CONDITIONS GOVERNING THE HIRING OF SAFE DEPOSIT BOXES

In consideration of OCBC Bank (Malaysia) Berhad (199401009721 / 295400-W) (the "Bank" which expression shall include the Bank's successors-in-title and assigns) agreeing to hire the safe deposit box (the "Box") identified in the Safe Deposit Box Form ("Application") to the Account Holder at a pre-determined rental, the Account Holder (which expression shall include the legal representatives and successors-in-title of the Account Holder) agrees to be bound by the Application and these terms and conditions as may be reasonably amended supplemented or modified by the Bank with notice from time to time. Where 2 or more persons are included in the term "Account Holder", all covenants agreements terms and conditions provisions restrictions or obligations contained in the Application and these terms and conditions shall be deemed to be made by binding on and applicable to them jointly and each of them severally.

### 1 CONDITION PRECEDENT

It is a condition precedent for the hiring of the Box that the Account Holder shall maintain a banking account with the Bank and such account shall be maintained for so long as the Box is hired to the Account Holder. Closure or termination of the account shall, unless otherwise decided by the Bank at its sole discretion, be taken as the Account Holder's instruction to terminate the hiring of the Box whereupon Clause 11.1 shall apply.

### 2 HIRING OF BOX

- 2.1 The hiring of the Box shall not confer on the Account Holder any greater or other interest than a license to use the Box during the term of hire for the deposit of articles of a suitable nature in accordance with these terms and conditions.
- 2.2 The rental of the Box shall commence on the date of the Application and shall be automatically renewed on a yearly or such other periodic basis as may be notified by the Bank, unless otherwise terminated by the Bank or Account Holder in accordance with these terms and conditions.
- 2.3 The annual rental is chargeable on a yearly or such other periodic basis as notified by the Bank from time to time and is payable by the Account Holder for a period of one year in advance.

### 3 KEY DEPOSIT AND OTHER CHARGES

- 3.1 If the hiring is terminated before the expiration of the period for which the advance rental has been paid, the Bank will refund to the Account Holder, a prorated portion of the advance rental based on the number of complete months from the termination of the hiring up to the date that the advance rental had been paid. E.g. if the advance annual rental paid on 1 Jan is RM300, and the hiring is terminated on 16 June, the refund is  $RM300/12 \times 6 = RM150$ .
- 3.2 A deposit of such amount as determined by the Bank (the "Deposit") shall be paid by Account Holder in advance, for the supply of two keys to the Box (collectively, the "keys" and individually a "key"). The Deposit shall be refunded to Account Holder on handing over the empty Box and the Keys to the Bank subject to the Bank's right to apply the whole part of the Deposit towards payment of any money due to the Bank under the Application and these terms and conditions and to forfeit the whole or part thereof if the Keys are not returned or if a new or replacement Key is required.
- 3.3 The annual rental, fees and charges imposed on the Box are available on request or from the Bank's branches, website or any other delivery channel of the Bank. The Bank may at any time at its absolute discretion and upon 21 days' prior notice to the Account Holder, change or vary the prevailing annual rental rate and the fees and charges of the Box.

### 4 KEY AND LOCK

- 4.1 Each Box can only be opened by using a Key together with a differently configured master key in the possession of the Bank.
- 4.2 Account Holder undertakes to keep the Keys secure. Account Holder shall notify the Bank if any of the Keys is lost, stolen or mislaid. Unless and until the Bank is notified of the loss, theft or mislay of any of the Keys, the Bank shall not be responsible for any loss or damage resulting from such loss, theft or mislay including but not limited to the Box being opened and the contents removed by any person producing the Keys and impersonating the Account Holder.
- 4.3 Any repair or replacement of the safe lock or Key shall only be carried out exclusively by authorized workmen nominated by the Bank, and where the repair does not arise from reasonable wear and tear or is caused by Account Holder in any manner whatsoever, the expenses incurred for such repair or replacement of lock or Key shall be borne by the Account Holder.

- 4.4 The Keys shall be surrendered to the Bank in a working and good condition upon termination of the rental. The Account Holder shall not in any circumstances make copies of the Keys.

## **5 PROHIBITED USE AND RESTRICTIONS**

- 5.1 The Account Holder shall not transfer, assign or sublet the whole or part of the Box or permit any other person to use the Box or any part thereof.
- 5.2 The Account Holder represents and warrants to the Bank that the items deposited in the Box are from lawful sources and does not breach the Anti-Money Laundering, and Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 or similar legislation applying in the jurisdiction where the items are derived or any tax laws which the Account Holder is subject to.
- 5.3 The Account Holder shall not use or permit the Box to be used for the deposit of any liquid or anything of an explosive, dangerous or offensive nature, or anything which may become a nuisance to the Bank or any of its other clients or any other purposes than for the deposit of valuables or other properties of similar nature. The Account Holder shall on the Bank's demand permit the Bank to have access to the Box to examine its state and condition, to make any repairs or adjustments it may deem necessary and to ascertain whether the conditions hereof are being fulfilled. If the Bank suffers any damage or loss or incurs any liability as a result of the Account Holder's breach of this condition, the Account Holder shall fully indemnify the Bank against such damage, loss or liability.
- 5.4 All fees, costs, and expenses whatsoever including abortive costs, legal costs (on a solicitor and own client basis), stamp duty incurred by the Bank in respect of the Box shall be borne by the Account Holder whether or not the Box is utilized, withdrawn or cancelled for whatever reason unless stated otherwise. In the event the Box has to be recovered by any process of law, all fees and costs in connection with such recovery including the Bank's legal fees and costs (on a solicitors and own client basis) shall be borne by the Account Holder.

## **6 OPERATIONS AND ACCESS**

- 6.1 The Account Holder may access to the box at all reasonable times (except Saturday, Sundays and Holidays) during the usual business hours of the Bank subject to such conditions stated herein together with any other revisions which may from time to time be made by the Bank. Access shall be permitted only on a written application signed by the Account Holder but the Bank will not be bound to allow such access if the signature of the Account Holder is not verified to the satisfaction of the Bank and the Bank shall not be responsible for any loss or damage arising from the Bank refusing to give the Account Holder access to the Box by reason of the Bank not being satisfied as to the genuineness of the signature.
- 6.2 The Bank shall also refuse access to the Box if the rental or other fees and charges are in arrears or are otherwise remaining unpaid or if any sum of money is due or owing to the Bank by the Account Holder under this Application.
- 6.3 If the Account Holder is an individual, the Account Holder shall not appoint any third party to have access to the Box. The Bank may refuse any third party to operate and access the Box.

## **7 EXEMPTION AND EXCLUSION OF LIABILITIES**

- 7.1 The Bank shall not be deemed to become a bailee of the contents of the Box or any part thereof.
- 7.2 The Bank shall not be affected by any notice of any trust or equity to the contents of the Box or any part thereof. Subject to Clause 5.2 and 5.3, the nature and value of the contents of the Box shall be of no concern to the Bank.
- 7.3 The Bank shall not be responsible for any loss or damage in respect of the contents of the Box from any causes beyond the control of the Bank including not limited to causes such as flood, explosion, earthquake, riots, acts of terrorism, landslide etc., unless the loss is attributable to the Bank's negligence or default.

## **8 INSURANCE**

- 8.1 In the event of loss suffered by the Account Holder as a result of destruction/loss/damage to the contents of the Box arising from a robbery and/or burglary the Bank shall, subject to satisfactory completion of proper claims documentation, be liable up to a maximum cover in the sum of RM20,000-00 only for such loss.
- 8.2 The Account Holder acknowledges, agrees and is fully aware that the Bank is not in any way obliged to and will not take out any insurance in respect of the contents of the Box save for the insurance cover in the

sum of RM20,000-00 per Box for loss and damages to the contents of the Box arising from a robbery and/or burglary. The Account Holder agrees that the Account Holder is responsible for taking out the Account Holder's own insurance in respect of the contents for such additional amounts and against such risks as the Account Holder may consider appropriate. The liability of the Bank in respect of any claims whatsoever with regard to or relating to the Box shall be limited to RM20,000-00 per Box for loss and damages to the contents of the Box arising from a robbery and/or burglary.

## 9 LIEN

- 9.1 The Bank shall have a lien or charge on the contents of the Box for the rent and all sums due owing to the Bank under these terms and conditions and the Application.
- 9.2 The Bank may after giving prior notice of its intention to the Account Holder sell all or any of the contents of the Box and apply the net proceeds in or towards satisfaction of the moneys due to the Bank for such rent or expenses as aforesaid and the surplus proceeds of sale (if any) shall be retained by the Bank without interest accruing and the Bank shall not be liable for any loss which may arise from or be occasioned by such sale.
- 9.3 The Bank is authorised to debit the Account Holder's account with the rental, fees and charges and all other sums payable by the Account Holder under the Application and these terms and conditions as and when due.
- 9.4 In addition to the Bank's lien, right of set-off or other rights and remedies which the Bank may have, the Bank shall be entitled at any time and with 7 days' prior notice to the Account Holder combine or consolidate all or any of the accounts of the Account Holder including accounts of the Account Holder held alone or jointly with any other person (whether current deposit savings or of any other nature whatsoever and whether in Malaysia or elsewhere) and set-off or transfer any sums standing to the credit of any one or more such accounts in or towards satisfaction of any moneys obligations and liabilities of the Account Holder to the Bank under the Application and these terms and conditions and where such combination set-off or transfer requires the conversion of one currency into another, the Bank is authorised to effect such conversion at the Bank's own rate of exchange than prevailing (as conclusively determined by the Bank).

## 10 RELOCATION OF BOX

- 10.1 The Bank shall be entitled to at any time by giving 30 days' (or such other period as may be determined by the Bank) prior notice to the Account Holder to relocate the Box. The relocation of the Box may be conducted on the expiration of the said notice and the Bank shall be at liberty to exercise all or any of the powers conferred by these terms and conditions.

## 11 TERMINATION

- 11.1 The Account Holder may terminate the hiring at any time. The Bank may terminate the hiring by giving at least 30 days' notice to the Account Holder without assigning any cause.
- 11.2 The Bank may terminate the hiring of the Box by giving at least 30 days notice to the Account Holder:-
  - (a) If the rent be in arrears and unpaid for one month after the due date or if there shall be any breach or non-observance or non-performance of any of these clauses, and the Account Holder fails to remedy the default within one month from the date of the notice from the Bank,
  - (b) if the Bank believes or suspects that the Box is used for money laundering or other fraudulent or illegal activities or in breach of any guidelines or rules issued by Bank Negara Malaysia or any other authority;
  - (c) if the Bank in good faith doubts the authority or authenticity of any instructions;
  - (d) if the Account Holder is bankrupt; or
  - (e) if there is a dispute between joint Account Holders or others over the Box.
- 11.3 Upon termination of the hiring, the Account Holder shall forthwith remove all contents of the Box and return the Keys to the Bank. The receipt of the Keys shall be acknowledged by the Bank refunding the Deposit to the Account Holder after the deduction of any monies in accordance with these terms and conditions.
- 11.4 In the case of a joint hiring (where the manner of operation of the Box stipulates that any one of the joint Account Holders may gain access to the Box) each of the Account Holders hereby agrees that the Bank shall be entitled to act upon the instructions of any one of the joint Account Holder to terminate this Application and to close the Box and such instruction shall be a complete discharge of the obligations of the Bank to the Account Holder(s).
- 11.5 In the event of the Keys not being returned to the Bank within six months from the termination of the hiring, the Bank shall have the right at any time thereafter to break open the Box and if the Bank thinks fit to break the seal of any packet or receptacle in the Box and unlock or break open any locked receptacle without

being responsible for the damage occasioned. The Bank shall be at liberty to forward the contents of the Box by registered post or other reasonable means at Account Holder's risk to the Account Holder at the last known address pursuant to Clause 15 or at the Bank's option it may retain and keep the said contents in the same Box or such other safe or place as it may think fit at the sole risk of the Account Holder and the Bank shall be entitled to charge a sum equal to double the rent payable hereunder for the period commencing from the date of termination of the Application until the Bank forwards the contents of the Box to the Account Holder or until the Account Holder shall remove the contents of the Box.

## **12 DOUBLE RENT**

- 12.1 If the contents of the Box is not removed or keys is not returned to the Bank on or before the termination of the Application by either party and the Account Holder shall be liable to pay to the Bank double rent from the date of the termination until the contents of the Box is removed and the Keys are returned to the Bank.

## **13 DEATH / BANKRUPTCY / WINDING UP / DISSOLUTION**

- 13.1 Where 2 or more persons are included in the term "Account Holder", all obligations and covenants in these terms and conditions shall be deemed to be made by and binding on each of the Account Holder jointly and severally and the Box shall be deemed to be opened or maintained in joint names with right of survivorship. The Application shall not be terminated by the death or incapacity of any of the Account Holders but shall remain in full force for the remaining survivor. If the Bank receives contradictory instructions from the joint Account Holders, the Bank may choose to act on the mandate of all the Account Holders or terminate the hiring of the Box.
- 13.2 Upon the death of any one or more of the Account Holders, the Bank shall be entitled to allow the survivor to access to the Box and remove all of the contents provided prior to such access the survivor(s) shall produce the Keys and such other verification and/or sign such documents that may be required by the Bank.
- 13.3 Upon the death of the last survivor, all the deceased Account Holder(s) right and interests shall be vested in his/her legal representative(s) upon production of the Grant of Probate or Letters of Administration and such representative(s) shall on producing the Keys and by complying with such procedures prescribed by the Bank, have access to the Box and remove all its contents, whereupon the hiring of the Box shall deemed to be immediately terminated.
- 13.4 The Bank may, at its sole discretion and without being responsible for any loss or damage howsoever caused or arising prior to the Grant of Probate or Letters of Administration being produced, permit upon such terms and conditions as the Bank deems fit, at the request of any person(s) claiming to be entitled to administer the deceased client's estate (in the case of joint Account Holders, upon the death of the last survivor, the last survivor's estate) to open the Box and permit examination of its contents in the presence of an officer of the Bank, but such person shall not remove any of the contents except for the Account Holder(s) Will or Testamentary document whereby such person(s) is/are appointed as executor(s) of the Account Holder(s) estate, in which event the Bank shall be allowed to retain a photocopy of such document.

## **14 NOTICE**

- 14.1 The Account Holder shall notify the Bank in writing (or in such other mode(s) and/or methods agreed by the Bank from time to time) of any change in the Account Holder's particulars. The Bank shall be deemed to have notice of the Account Holder's change in particulars only if the Bank has actually received notice of such change. Where 2 or more persons are included in the term "Account Holder", all notices and other correspondences sent to any one of the Account Holders shall be deemed to have been duly served on all of them and shall be binding on each and every Account Holder.

## **15 VARIATION OF TERMS**

- 15.1 The Bank may by giving 21 days' prior notice in writing to the Account Holder, change any one or more of these terms and conditions.
- 15.2 If the Account Holder does not accept such change(s), the Account Holder shall forthwith discontinue the hire of the Box and instruct the Bank to terminate the hiring of Box.
- 15.3 In the event that the Bank decides in its absolute discretion to discontinue the hiring of Box governed by these terms and conditions permanently, the Bank shall give reasonable written notice of such discontinuation to the Account Holder.
- 15.4 The Bank may notify the Account Holder of any changes of these terms and conditions by:-

- publishing such changes in the statements of account to be sent to the Account Holder;
- displaying a notice thereof at the Bank's branches or automated teller machines;
- posting such changes on the Bank's website;
- electronic mail or letter;
- publishing such changes in any newspaper;
- such other reasonable means of communication.

Provided always that the effective date of such changes shall be the date specified in the Bank's notice or the Bank's statement, as the case may be.

## 16 DISCLOSURE

16.1 Subject to the Account Holder's express instruction (if any) restricting disclosure, the Account Holder's personal data, account details, relationship with the Bank and the terms of the Account Holder's facilities ("Information") will be disclosed to persons or bodies to whom the Bank is legally required or permitted by law to disclose or is approved in writing by Bank Negara Malaysia to disclose or is now or hereafter permitted in writing by the Account Holder to disclose.

16.2 Without limiting Clause 16.1, the Account Holder expressly consents to the disclosure of the Information to the parties and for the purposes set out in the table below:

|    | Parties to Whom Information can be Disclosed   | Purposes/Circumstances for Disclosure of Information   |
|----|--|--|
| 1. | The Bank's data processors and service providers, both within and outside Malaysia;  | For the performance of services for the Bank   |
| 2. | The Bank's Related Corporations and associated companies, both in or outside Malaysia, their assignees and successors-in-title;  | For cross selling, service improvement and market research.  |
| 3. | Regulatory authorities/law enforcement bodies both within and outside Malaysia;  | For compliance with law and regulations  |
| 4. | Third parties who intend to settle the Customer's indebtedness   | For settlement of the Customer's indebtedness  |
| 5. | Cagamas Berhad, Credit Guarantee Corporation (Malaysia) Berhad and other governmental agencies set up to acquire loans / financing or stand as guarantor for loans / financing;  | For sale or proposed sale of loans/financing or to obtain guarantee for the loans / financing.   |
| 6. | Third parties with or through whom any of the Account transactions or any Services are processed or carried out, including but not limited to Malaysian Electronic Clearing Corporation Sdn Bhd (MyClear) and, Malaysian Electronic Payment System Sdn Bhd (MEPS) (currently Payments Network Malaysia Sdn Bhd (PayNet)), any merchants; | For compliance of applicable procedures, or for resolution of or negotiation over any claims or disputes or for handling queries arising from or in connection with any Account transactions or Services |
| 7. | Lawyers, specialists in fraud, information technology and other professionals/ consultants/specialists to render professional or specialist services to the Bank in relation to any matter of law or any other matters requiring professional or specialist knowledge or advice;   | For professional advice and consultation from professionals engaged by Bank  |
| 8. | The Customer's authorised agents, executor, administrator or legal representative; and   | For purpose of managing the Customer's affairs   |
| 9. | The Bank's assignees or acquirers, potential assignees or acquirers and successors-in-title.   | For reorganization including disposal of the whole or any part of the Bank's business.   |

16.3 The Account Holder irrevocably consents to and authorises the Bank to conduct credit checks and verify information given by the Account Holder to the Bank with any party (including without limitation with any credit bureau, organisation or corporation set up for the purposes of collecting and providing credit or other information). The Account Holder irrevocably grant consents to the relevant credit reporting agency(ies) (as defined under the Credit Reporting Agencies Act, 2010) ("CRAs") with whom the Bank conducts credit checks to disclose your credit report / information to the Bank for the purpose of this Application and for the Bank's risk

management and review. The Bank is hereby authorised but is under no obligation to convey the Account Holder's consent and the purpose of such disclosure to the relevant CRAs.

16.4 The Account Holder, if an individual:

- (a) consents to the Bank's disclosure of his personal data (limited to his name and contact details) to organisations within the OCBC Group (in Malaysia) which are in an arrangement or alliance with the Bank, for the purpose of direct marketing of these organisations' products and services. The Account Holder may at any time withdraw his consent for direct marketing of such products or services by written request to the Bank; and
- (b) acknowledges having read the Bank's Privacy Policy posted at the Bank's website which notified him that (i) the Bank may collect his personal data directly from him or from third party sources; (ii) purpose for which his personal data is collected; (iii) his right to access his personal data and correct it; (iv) the class of third parties to whom the Bank may disclose his personal data; (v) the choices and means for limiting the processing of his personal data; (vi) whether the personal data requested is obligatory or voluntary, and if obligatory, the consequences for not providing such data; (vii) that he may update his personal data as soon as there are changes; and (viii) the Bank's contact details if he wishes to make inquiries or give feedback.

## **17. GOVERNING LAW**

17.1 This Application shall be governed by the laws of Malaysia.

## **18. GOODS & SERVICES TAX**

18.1 In the event that any goods and services tax, consumption tax, value added tax or any tax similar nature is now or hereafter required by law to be paid on or in respect of any sums payable to the Bank, the same shall (except to the extent prohibited by law) be borne by you and you shall pay to the Bank on demand a sum equivalent to the amount of such goods and services tax or other taxes, levies or charges.