



You agree to rent the Safety Deposit Box from the Bank, subject to the terms and conditions contained herein. In this agreement, the "Customer", "you" and "your" refer to the customer(s) who have rented the Safety Deposit Box (hereinafter referred to as the "Box") and who have signed this Safety Deposit Box Rental Agreement (hereinafter referred to as the "Agreement"), including your agents, legal representatives and/or authorized officials, and if more than one customer, then each of them individually. The "Bank", "we", "our" and "us" refer to Industrial and Commercial Bank of China (Canada). In the Agreement, unless the context indicates a contrary intention: i) words suggesting the singular include the plural and vice versa; ii) headings used for sections are for ease of reference only and shall not affect the interpretation of the terms.

1. **Relationship:** You understand that the relationship between the Bank and you under this Agreement shall be deemed to be a landlord and tenant relationship, for all purposes at law and otherwise. We do not hold the Box or its contents as your trustee and we will not, under any circumstances, agree to become or act as your trustee or a fiduciary in respect of the Box or its contents (this means that we do not promise that we act at all times for your sole benefit and interest in priority to our own interests).
2. **Rent:** you agree to pay and authorize the Bank to charge the rental fee (the "Rent") for the Box plus all applicable taxes directly to your account with the Bank or with other financial institution (the "Designated Account") or in other payment options accepted by the Bank. The Rent will be debited from the Designated Account on an annual basis in advance, whether or not such debit creates an overdraft in the Designated Account (an "Overdraft"). If an Overdraft arises, you must promptly repay the Bank the amount of the Overdraft without notice, together with all overdraft charges and/or interest. Notwithstanding anything in this Agreement, should you fail to repay the Overdraft forthwith, the Bank may terminate this Agreement without further notice and exercise such rights on termination as available to the Bank under Section 10 and 11 of this Agreement.

Costs: in addition to the Rent, you agree to pay on demand the following costs (the "Costs") plus all applicable taxes and authorize the Bank to charge from the Designated Account directly:

- (a) the cost of a new key and our service fees, in the event that you lose one key;
- (b) the cost of a new lock and keys, locksmith charges and our service fees, if you lose both keys or we are required by law or court order to forcibly open your Box and an inventory of its contents is performed;
- (c) the replacement cost of the Box in the event you damage it;
- (d) if the contents of your Box are considered abandoned under applicable provincial law, any costs incurred for holding the contents and remitting them to the proper authority; and
- (e) any other costs related to the Agreement or the Box.

You acknowledge and agree that the Rent and Costs for the Box may vary from time to time, at the discretion of the Bank, and you agree to pay such Rent and Costs as the Bank may publish from time to time.

3. **Access:** the Bank will allow you to access to your Box during normal business hours. You may use the desk provided by the Bank to examine the contents of your Box outside the vault. The Bank will exercise ordinary diligence to ensure that no one excepting only you, your agent(s) or legal representative(s), whom you have designated to the Bank in writing, will have access to the Box. Any person seeking access to the Box must furnish to the Bank such evidence as may reasonably be required to establish his/her identity and his/her right to such access.

We may restrict your access to the Box at any time without prior notice, if it is necessary to do so to protect us, our customers, including you, or our employees from danger or loss, or if required by laws that apply to us or by a court order or other legal process dealing with access to the Box, or if we in our sole discretion, believe that you are using the Box in any way that is prohibited by this Agreement. You acknowledge that If we exercise our rights to restrict your access to the Box, we will not be responsible for any consequences of our refusal to give you access to the Box, including but not limited to any delay, damage or inconvenience you may suffer as a result.

4. **Keys:** you acknowledge receipt of two keys for the Box. A Key Security Deposit will be collected when you rent the Box, and will be refunded upon your surrender of the Box and Keys in good conditions. You agree that these keys shall not be copied unless such copies are obtained through the Bank. Should you obtain copies of the keys



elsewhere, the Bank reserves the right to decline your access to the Box until the lock of the Box is replaced, in our sole discretion at your expense. You therefore agree that all costs incurred by the Bank for changing the lock in these circumstances will be debited directly from the Designated Account. If you lose the key(s) provided by the Bank, you agree to notify the Bank immediately. Any and all costs incurred by the Bank in the course of replacing locks and issuing new key(s) as a result of your loss of the existing key(s) will be charged from your Designated Account. You agree to surrender the keys to the Bank immediately upon termination of this Agreement.

5. **Appointment:** if you are an individual, you may appoint an agent in application or under a Power of Attorney to act in your place during your lifetime. You may also appoint an estate representative in a Last Will and Testament to act in your place upon death. If you are not an individual, you may appoint one or more persons as your authorized officials, to access the Box and its contents and to act on your behalf for the purpose of this Agreement.

You will not request any employee of the Bank to accept custody of any of the keys to the Box, nor will you request any such employee to act as your agent. You understand and agree that violation of the terms contained in this paragraph will relieve the Bank from any and all responsibility or liability, direct or indirect, that it may have under the terms of this Agreement. You agree that any such employee acts solely as your agent in respect of the Box and its contents, and are not doing so in the course of their employment with us.

6. **Assignment:** neither this Agreement nor any rights in and to the Box obtained hereunder may be assigned or sublet. Should you make any attempt to assign or sublet such rights, the Bank will forthwith be entitled to terminate this Agreement.
7. **Lawful purposes and restrictions on use:** You will not mark or deface the Box in any way. You will not use the Box for any purpose other than the storage of valuables, papers and other property. You will not use the Box for the storage of any cash, currency or legal tender of any country or jurisdiction; any liquid; any item that conflicts with laws, rules or regulations regarding fires or health; or any items that we think is dangerous, nuisance, or unlawfully possessed or placed in the Box to facilitate or hide an unlawful act, such as illegal drugs, firearms, or instruments or proceeds of crime. The Bank may inspect the contents which you place in the Box in your presence, or in the presence of one of your agents, legal representatives or authorized officials, in order to ensure that you are complying with the conditions contained in this paragraph. If we suspect or become aware of any possible fraudulent, illegal or unauthorized activity relating to the Box or its contents; or if you refuse our request to inspect the contents of the Box in your presence, we have the right to deny your access to the Box and/or to terminate the Agreement without prior notice.
8. **Indemnity:** you agree to indemnify the Bank and hold it harmless against and from any unauthorized or wrongful act on the part of you, including your agents, attorneys, authorized officials or estate representatives, for all costs, losses, expenses or liability incurred by us by reason of any dispute or proceeding relating to the Box or its contents.
9. **Non-payment of Rent or Costs:** notwithstanding anything in this Agreement, if you do not pay the Rent or other Costs incurred when due, we may terminate this Agreement without further notice, and we may, upon thirty days prior notice, forcibly open the Box and deal with all its contents in accordance with Section 11.
10. **Termination:** the Bank may terminate your rights under this Agreement at any time upon thirty days prior notice to you or your agent(s) at the latest address in the Bank's records, or in the case of your death, by notice delivered to your legal representative(s). Upon such notice being given, you, your agent(s), or your legal representative(s) as the case may be, shall be bound to remove all contents in the Box, surrender the keys of the Box, and pay Rent and any other Costs incurred up to the time the keys are returned. If you do not remove the contents of your Box and return all keys to us by the date specified in the termination notice, we may remove and deal with the contents of the Box in accordance with Section 11.

This Agreement may be terminated by you, at any time by removing the contents of the Box, surrendering the keys to us and paying the Rent and any other Costs incurred up to the time the keys are returning. If the Agreement is terminated partway through the term, the Rent will be pro-rated for the period remaining in the term. If we have received Rent for a period later than the date that the keys were returned, it will be applied against any of your debts to us then refunded to you. An equivalent of three months' Rent will be charged if the Box is surrendered by you within ninety days after being rented.

11. **Removal and retention of contents:** if you do not renew this Agreement or surrender the keys within one month



after the expiration of any term, or if you do not within one month surrender the keys and relinquish your rights to the Box upon the termination, or if your rights shall for any reason cease or be forfeited, the Bank reserves the right to decline your access to the Box and may, on thirty days prior notice forcibly open the Box in the presence of two of our Bank employees and remove the contents there from and hold and retain the same on special deposit, subject to the payment of all Rent and Costs that may be unpaid; to all expenses incurred by the Bank in opening the Box and changing its locks and keys; and to the payment of a reasonable charge for the safekeeping of the contents after their removal from the Box, all of which charges will be debited to the Designated Account.

Should such debit create an Overdraft, and if such Rent and Costs are not otherwise forthwith paid to the Bank, then, after thirty days' notice, the Bank may sell such contents of the Box by public auction or private sale and apply the proceeds of the sale, first, in payment of all the charges in connection with the sale, and secondly, in payment of all the charges aforesaid, and the balance of the money, if any, may be deposited to your Designated Account. (Subject to applicable laws in provinces that have enacted legislation governing unclaimed property in safe deposit boxes.)

12. **Extension:** if the Box is not given up and the keys not surrendered or this Agreement not renewed within one month after the expiration of this Agreement, the Bank, instead of exercising any of the rights specified in the sections above, may hold you liable for one more year's rent and such amount will be debited to the Designated Account or, if the Designated Account contains insufficient funds therefore, you shall pay the same forthwith on demand. Failure to pay the same on demand shall entitle the Bank to terminate this Agreement and to exercise the rights specified in Section 10 and 11.
13. **Limitation of our liability:** the Bank will take reasonable care in the operation of its vaults and the Box. Our liability shall be limited to the exercise of ordinary diligence to prevent unauthorized access to the Box. Damage to or loss of contents of the Box shall not constitute any proof or presumption that the Box has been opened without authority. The Bank shall not be liable for any delay, damage or inconvenience caused to or suffered by you or others by reason of any accident to, or failure in the working of, its vaults or Box, or the mechanism or locks thereof, or caused by fire, theft, or act of God.
14. **Multiple Box holders / agents / legal representatives / authorised officials**

If there is more than one Box holder or you have appointed more than one agent, legal representative, authorised official, you may instruct us in writing that all of you, a stipulated number of you; or all or a stipulated number of your agents, legal representatives, or authorised officials must give instruction to us together.

If you do not give us those instructions in writing and also ensure that those instructions are received by the branch at which the box is located, each of you, or each of your agents, legal representatives, or authorised officials may do the following without having to give notice to the other Box holders, agents, legal representatives, or authorized officials: i) access the Box alone; ii) remove the contents of the Box or place items in the Box alone; and iii) terminate this Agreement alone.

You must settle disagreements you might have with other Box holders or with or amongst your agents, legal representatives, authorised officials directly. We are not responsible for problems or disagreements you may have with those persons and shall not be liable for the conduct of any such persons in the event of a claim or dispute relating to the Box or its contents.

- (a) **Joint Tenants:** If you rent the Box as joint tenants: any agent must be appointed by all of you. However, you may assign all or a stipulated number of you have the right of access to the Box or to terminate this Agreement. Upon the Bank's receipt of satisfactory proof of death of any one of you, the survivor(s) may exercise all rights under this Agreement;
- (b) **Tenants in Common:** If you rents the Box as tenants in common, all of you must act together in exercising any rights under this Agreement, including gaining access to the Box, appointing an agent, or terminating this Agreement. Upon the Bank's receipt of satisfactory proof of death of any one of you, the legal representative(s) of the deceased and the survivor(s) must act together in exercising these rights;
- (c) **Partners:** If two or more of you rent the Box as partners, all partners must act together in appointing an agent. However, you may assign all or a stipulated number of you have the right of access to the Box or to terminate



this Agreement. Upon the Bank's receipt of satisfactory proof of death of any of you, the surviving partner(s) may exercise all rights under this Agreement.

(d) Corporation: If you rent the Box in the name of a corporation, society, public body, or other corporate body, the rights of access 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 Bank. If, in addition to those persons specified in the Resolution, the agent of the corporation is to be granted access to the 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 Box will continue to be administered in accordance with the Resolution.

15. **Notice:** you must notify the Bank of any changes in your address, email or other information. Under this Agreement, if you send us any notice, the notice must be in writing and delivered to the Bank by postal mail, courier or hand delivery and it shall be deemed delivered on actual receipt by us; if we send you any notice, the notice must be in writing and may be delivered to you at your last address in the Bank's records by postal mail, courier or hand delivery, or to an email address that you provide to us, or otherwise if this Agreement says that we may give notice in that manner. If we send you a notice, you will be deemed to have received it on the earlier of actual delivery or 5 calendar days after the date of emailing, couriering or mailing by us, regardless whether or not the notice is actually received. You agree that in the event of any notice we provide to you, it shall be sufficient for us to provide notice to any one of you.

You will be provided with prior notice of any material change to this Agreement. If you access your Box after the effective date of the change, it will mean you have accepted the change. If you do not wish to accept the change, you must notify us in writing to terminate this Agreement within 30 days of the effective date of the change. If this is a Box held by two or more tenants and we choose to mail the notice, we will provide only to the address of the first tenant in our records. For the purpose of receiving notices, each tenant appoints the other as his agent.

16. **Insurance:** our duties as landlord under this Agreement shall not be affected or modified in any way whether or not you have insurance coverage. You might consider insuring the contents of your Box against the loss of your property through burglary, robbery, damage or destruction. We will not be liable for any loss that is covered or would have been covered by insurance that you are obliged to obtain under the Agreement.
17. **Estate representatives and successors:** you acknowledge that this agreement binds your estate representatives, successors and assigns. You agree that, upon your death if there is no estate representative, prior to the issuance of appropriate estate documents, any Box in your name may be opened for the purpose of searching for critical documents, such as a Will, Testament or a prepaid funeral contract. Access and possible removal of needed documents will be in the discretion of the Bank and on the condition that the contents are listed in the presence of a Bank employee and a copy of the inventory retained by the Bank. The full contents of the Box will only be released (and the Box closed or the lease transferred) upon receipt of estate documentation satisfactory to us. Whether the Box is leased by you as a sole tenant or jointly, you acknowledge the Bank is obligated to comply with any additional provincial or territorial requirements to list the contents of the Box before they can be removed and to retain a copy of the inventory.
18. **Other Agreements:** This Agreement is to be read by you together with any other agreement governing the Services and/or Account you have with the Bank, and any amendments, terms, conditions or disclaimers subsequently communicated to you from time to time.
19. **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of Canada and the Province where the Box is located as applicable therein.
20. **Privacy.** The Bank is committed to respecting the privacy and the confidentiality of your personal information. Our Privacy Statement informs you of our policy and practices concerning the collection, use and disclosure of your personal information. You consent to the collection, use and sharing of your personal Information as described in our Privacy Statement on www.icbk.ca . You can withdraw your consent at any time.
21. **Language:** This agreement and all related documents are drawn up in English at the express wish of the parties. Les parties confirment leur volonté que cette convention et tous les documents afférents soit rédigés en anglais.