



**CONDITIONS OF LEASE OF SAFE DEPOSIT LOCKER (SOLE PROPRIETOR) 保管箱租賃契約 (獨資戶口)**

**Note 注意：** 1. Please complete in **Block Letters** and tick where applicable. 請用**正楷**填寫，並在適當的地方加上**剔號**。  
2. \* Please delete whichever is not appropriate. \*請刪去**不適用者**。

I,  ("the Lessee",  
which expression shall include his/her duly constituted legal Personal Representative or lawful successor) agree to lease from The Hongkong and Shanghai Banking Corporation Limited ("the Bank") Safe Deposit Locker No.  at  ("the Locker") from this date for a period of one year and thereafter from year to year unless terminated as hereinafter provided at an annual rent of  **HKD** or of such other sum as may be notified to the Lessee by the Bank from time to time (such other sum to be effective from the commencement of the next succeeding year hereunder) payable in advance subject to the following conditions:

1. The Lessee shall have access to the Locker at all reasonable times during the usual business hours of the Bank subject to such regulations as may from time to time be made by the Bank. Access will be permitted to the Lessee only on a written application signed by him with the same signature as that given by him on the current Safe Deposit Signature Card or to a Lessee's duly authorised deputy on a similar application signed by the deputy with the same signature as that given by him on the said Safe Deposit Signature Card. The Bank may at its discretion require the production of an identity card or other and additional means of identification.
2. The Lessee shall not assign this lease nor grant any sublease of the Locker nor permit any person other than a duly appointed deputy to have access to or use the Locker or any part thereof. The Lessee is responsible for the use of the Locker and should use the Locker for depositing valuables and other property subject to any applicable law. In particular, the Lessee must ensure that the Locker does not contain firearms, illegal drugs or any other items which are associated with illegal activity or possession of which is prohibited by law. The Lessee should not use and should not permit any deputy to use the Locker for any illegal or unlawful purposes or for the storage of any item or matter that is explosive, inflammable, liquid, dangerous, illegal, corrosive or, in the Bank's reasonable opinion, is or is likely to become a nuisance to the Bank or other locker users (collectively, "Prohibited Items"). The Lessee undertakes to keep the Bank fully indemnified against all actions, proceedings, claims, damages, losses and costs which the Bank may suffer, incur or sustain as a result of or in connection with any breach on the Lessee's part of this condition or any other terms or conditions herein contained or of any applicable laws and regulations.
3. If the Bank has reasonable suspicion that the Locker contains any Prohibited Item or is being used for any unlawful purpose or otherwise in contravention of any of the terms and conditions herein or any applicable laws and regulations, the Bank may call upon the Lessee or any deputy to immediately open the Locker for inspection. Should the Lessee or the deputy fails to open the Locker as required, the Bank has the right to do the following (or any of them) without prior notice to the Lessee or any deputy or obtaining the Lessee's or any deputy's consent, and the Bank will not be liable to the Lessee:
  - (a) break open the Locker and deal with or dispose of any Prohibited Item in any manner as the Bank considers appropriate;
  - (b) recover from the Lessee any reasonable cost and expenses incurred by the Bank in disposing of that Prohibited Item; and
  - (c) exercise any other right the Bank may have in law or under any agreement.
4. The Lessee shall permit the Bank to have access to the Locker for the purpose of effecting any repairs which the Bank may consider necessary or desirable, provided that except in an emergency the Bank shall give the Lessee reasonable notice of any such access and the opportunity to be present.
5. **Except in respect of loss, damage or delay directly caused by the wilful default or negligence of the Bank's own officers or employees, the use of the Locker is entirely at the risk of the Lessee, who should consider effecting insurance in respect of the contents of the Locker.**
6. Upon payment by the Lessee of such deposit as may from time to time be prescribed, he will be given the use of a key to the Locker. This key will remain the property of the Bank and must be returned to the Bank on termination of the lease and no key other than that issued by the Bank may be used. No person other than a duly appointed deputy shall be permitted to use the key. In the event of loss of the key or failure to return it to the Bank or the necessity of providing a new key, the Bank shall be entitled to a break-in fee of an amount specified in its Tariff. A new key may be issued to the Lessee on the same terms on proof of loss and the giving of an indemnity by the Lessee to the satisfaction of the Bank and upon payment of the prescribed deposit and of the break-in fee referred to above. When a key is lost or missing, immediate notice must be given to the Bank. Subject as aforesaid and to the Bank's right to apply the same or any part thereof to the payment of any sums due from the Lessee to the Bank hereunder, the deposit or the balance thereof (if any) shall be repaid to the Lessee upon due surrender of the Locker and the key thereto.
7. The rent shall be payable annually in advance. If the Lessee does not wish to continue the lease he shall give the Bank at least one month's notice in writing before the expiry of each year's lease. Failing such notice and if the key is not returned on or before due date, the lease shall be deemed to continue for another year. Nevertheless, the Bank may at any time during the continuance of the lease terminate the lease by notice to the Lessee with immediate effect in the event of any failure by the Lessee to comply with the terms herein or by giving one month's notice of its termination. No part of the rent shall be refundable if the lease is terminated during the course of a period in which rent has been paid. For lease effective from 1 Nov 2013 onwards, it shall be a condition of the lease that the Lessee shall set up and maintain autopay of the annual rental fee from an HSBC Premier account or HSBC Advance account held under the same name as the Lessee for the entire duration of the lease.

8. Upon failure to pay the rent when due whether demanded or not or to observe any of the conditions of this lease the Lessee shall not have any right of access to the Locker but shall remain liable to pay the rent. The Bank shall in such event give notice to the Lessee requiring payment of the rent due or the performance of any condition of the lease not observed. If after four weeks after the giving of such notice any money remains unpaid or any such condition remains unfulfilled or if the Bank terminates the lease in accordance with the terms hereof, then the Bank (without prejudice to any other remedy) shall be at liberty without any further notice to force open the Locker in such manner as it thinks fit and to retain the contents at the risk of the Lessee in such place as it may think fit at double the original rent. After forcing open the Locker, the Bank shall give notice to the Lessee requesting the Lessee to collect the contents subject to the payment of the outstanding rent. If, within a further period of 12 months thereafter, the money due is not paid or such condition is not fulfilled and/or the contents are not collected, the Bank may after giving not less than 14 days' notice of its intention to do so and at the expense of the Lessee sell by public auction or private sale (and/or otherwise dispose of) the whole or any part of the contents of the Locker and apply the proceeds of the sale (if any) towards payment of any monies due to the Bank under this lease and the Bank shall not be liable for any loss which may be occasioned by any such sale (or disposal).
9. All repairs, replacements and alterations to the Locker, lock or keys shall be effected exclusively by workmen nominated by the Bank, and such of them as may be required as a result of damage caused (otherwise than by fair wear and tear) by the Lessee or any deputy shall be paid by the Lessee.
10. Upon the death of the Lessee, any authority given to a deputy to have access to the Locker shall continue to be valid until written notice of such death is given to the Bank, whereupon every such authority shall automatically cease and determine. Access to the Locker shall thereafter only be allowed to the duly constituted legal Personal Representative of the deceased Lessee and such other person(s) as may for the time being be permitted under applicable laws, rules and regulations. If, notwithstanding the foregoing and at the entire discretion of the Bank, the Bank allows any solicitor or other person purporting to act for the Personal Representative (or the intended Personal Representative) of the deceased to have access to the Locker at any time after the death of the Lessee for the purpose only of making an inventory of the contents thereof, the Bank shall not be held liable in any way for permitting such access. Nothing herein shall affect the liability for the rent of the Locker which shall continue until the Locker shall be surrendered to the Bank.
11. Any notice to the Lessee which is sent by post to him at the address last notified to the Bank shall be deemed to have been duly served on the Lessee two days after posting.
12. The Locker with its key shall at or prior to noon on the day of the termination of the lease be surrendered to the Bank in as good a state as the reasonable use thereof will permit.
13. Collection and Disclosure of Lessee Information
- 13.1 Definitions

Terms used in this Clause 13 shall have the meanings set out below.

**"Authorities"** includes any local or foreign judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over any part of the HSBC Group.

**"Compliance Obligations"** means obligations of the HSBC Group to comply with (a) any Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring the HSBC Group to verify the identity of its customers.

**"Connected Person"** means a person or entity (other than the Lessee) whose information (including Personal Data or Tax Information) is provided by the Lessee, or on the Lessee's behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A **Connected Person** may include any guarantor, a director or officer of a company, partners or members of a partnership, any "substantial owner", "controlling person", or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, a representative, agent or nominee, or any other persons or entities with whom the Lessee has a relationship that is relevant to his relationship with the HSBC Group.

**"controlling persons"** means individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and anybody else who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control.

**"Financial Crime"** means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, or any acts or attempts to circumvent or violate any Laws relating to these matters.

**"Financial Crime Risk Management Activity"** means any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime that the Bank or members of the HSBC Group may take.

**"HSBC Group"** means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and **"member of the HSBC Group"** has the same meaning.

**"Laws"** include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to the Bank or a member of the HSBC Group.

**"Lessee Information"** means all or any of the following items relating to the Lessee or a Connected Person, where applicable: (a) Personal Data, (b) information about the Lessee, the Lessee's accounts, transactions, use of the Bank's products and services and the Lessee's relationship with the HSBC Group and (c) Tax Information.

**"Personal Data"** means any information relating to an individual from which such individual can be identified.

**"Services"** includes (a) the opening, maintaining and closing of the Lessee's accounts, (b) the provision of credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (c) maintaining the Bank's overall relationship with the Lessee, including marketing services or products to the Lessee, market research, insurance, audit and administrative purposes.

**"substantial owners"** means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity, directly or indirectly.

**"Tax Authorities"** means Hong Kong or foreign tax, revenue or monetary authorities.

"**Tax Certification Forms**" means any forms or other documentation as may be issued or required by a Tax Authority or by the Bank from time to time to confirm the tax status of the Lessee or a Connected Person.

"**Tax Information**" means documentation or information about the tax status of the Lessee or a Connected Person.

Reference to the singular includes the plural (and vice versa).

### 13.2 Collection, Use and Sharing of Lessee Information

This Clause 13.2 explains how the Bank will use information about the Lessee and Connected Persons. The Notice relating to the Personal Data (Privacy) Ordinance (formerly known as Notice to Customers relating to the Personal Data (Privacy) Ordinance) that applies to the Lessee and other individuals (the "**Notice**") also contains important information about how the Bank and the HSBC Group will use such information and the Lessee should read this Clause in conjunction with the Notice. The Bank and members of the HSBC Group may use Lessee Information in accordance with this Clause 13 and the Notice.

Lessee Information will not be disclosed to anyone (including other members of the HSBC Group), other than where:

- the Bank is legally required to disclose;
- the Bank has a public duty to disclose;
- the Bank's legitimate business purposes require disclosure;
- the disclosure is made with the data subject's consent;
- it is disclosed as set out in this Clause 13 or the Notice.

#### Collection

- (a) The Bank and other members of the HSBC Group may collect, use and share Lessee Information. Lessee Information may be requested by the Bank or on behalf of the Bank or the HSBC Group, and may be collected from the Lessee directly, from a person acting on behalf of the Lessee, from other sources (including from publicly available information), and it may be generated or combined with other information available to the Bank or any member of the HSBC Group.

#### Use

- (b) The Bank and members of the HSBC Group may use, transfer and disclose Lessee Information (i) in connection with the purposes set out in this Clause 13, (ii) as set out in the Notice (applicable to Personal Data) and (iii) in connection with matching against any data held by the Bank or the HSBC Group for whatever purpose (whether or not with a view to taking any adverse action against the Lessee) ((i) to (iii) are collectively referred to as the "**Purposes**").

#### Sharing

- (c) The Bank may (as necessary and appropriate for the Purposes) transfer and disclose any Lessee Information to the recipients set out in the Notice (who may also use, transfer and disclose such information for the Purposes).

#### The Lessee's Obligations

- (d) The Lessee agrees to inform the Bank promptly and in any event, within 30 days in writing if there are any changes to Lessee Information supplied to the Bank or a member of the HSBC Group from time to time, and to respond promptly to any request for Lessee Information from the Bank or a member of the HSBC Group.
- (e) The Lessee confirms that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to the Bank or a member of the HSBC Group has (or will at the relevant time have) been notified of and agreed to the processing, disclosure and transfer of such information as set out in this Clause 13 and the Notice (as may be amended or supplemented by the Bank from time to time). The Lessee shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.
- (f) The Lessee consents and shall take such steps as are required from time to time for the purposes of any applicable data protection law or secrecy law to permit the Bank to use, store, disclose, process and transfer all Lessee Information in the manner described in these Conditions of Lease. The Lessee agrees to inform the Bank promptly in writing if he is not able or has failed to comply with the obligations set out in (e) and (f) in any respect.
- (g) Where
- the Lessee or any Connected Person fails to provide promptly Lessee Information reasonably requested by the Bank, or
  - the Lessee or any Connected Person withholds or withdraws any consents that the Bank may need to process, transfer or disclose Lessee Information for the Purposes (except for purposes connected with marketing or promoting products and services to the Lessee), or
  - the Bank has, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,

the Bank may:

- (i) be unable to provide new, or continue to provide all or part of the Services to the Lessee and reserve the right to terminate its relationship with the Lessee;
- (ii) take actions necessary for the Bank or a member of the HSBC Group to meet the Compliance Obligations; and
- (iii) block, transfer or close the Lessee's account(s) where permitted under local Laws.

In addition, if the Lessee fails to supply promptly his, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then the Bank may make its own judgment with respect to the status of the Lessee or the Connected Person, including whether the Lessee or a Connected Person is reportable to a Tax Authority, and may require the Bank or other persons to withhold amounts as may be legally required by any Tax Authority and to pay such amounts to the appropriate Tax Authority.

### 13.3 Financial Crime Risk Management Activity

- (a) Financial Crime Risk Management Activity may include: (i) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by the Lessee, or on the Lessee's behalf; (ii) investigating the source of or intended recipient of funds; (iii) combining Lessee Information with other related information in the possession of the HSBC Group; and (iv) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming the identity and status of the Lessee or a Connected Person.

- (b) The Bank and HSBC Group's Financial Crime Risk Management Activity may lead to the delay, blocking or refusing the making or clearing of any payment, the processing of the Lessee's instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither the Bank nor any member of the HSBC Group shall be liable to the Lessee or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by the Lessee or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

#### 13.4 Tax Compliance

The Lessee acknowledges that he is solely responsible for understanding and complying with his tax obligations (including tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of account(s) or Services provided by the Bank or members of the HSBC Group. Each Connected Person acting in his/its capacity as a Connected Person also makes the same acknowledgement in his/its own regard. Certain countries may have tax legislation with extra-territorial effect regardless of the Lessee's or a Connected Person's place of domicile, residence, citizenship or incorporation. Neither the Bank nor any member of the HSBC Group provides tax advice. The Lessee is advised to seek independent legal and tax advice. Neither the Bank nor any member of the HSBC Group has responsibility in respect of the Lessee's tax obligations in any jurisdiction which may arise including any that may relate specifically to the opening and use of account(s) and Services provided by the Bank or members of the HSBC Group.

#### 13.5 Miscellaneous

- (a) In the event of any conflict or inconsistency between any of the provisions of this Clause 13 and those in or governing any other service, product, business relationship, account or agreement between the Lessee and the Bank, this Clause 13 shall prevail.
- (b) If all or any part of the provisions of this Clause 13 become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of this Clause 13 in that jurisdiction.

#### 13.6 Survival Upon Termination

This Clause 13 shall continue to apply notwithstanding any termination by the Lessee or the Bank or a member of the HSBC Group of the provision of any Services to the Lessee, or the closure of any of the Lessee's accounts.

14. The Bank reserves the right at any time to vary or amend the conditions set out herein upon giving prior notice to the Lessee by post, by way of display in the Bank's premises or by such other method as the Bank may decide. If the Lessee does not give notice to the Bank to terminate the lease in accordance with the terms hereof (that is, by not less than one month's notice) prior to the expiry of the notice period, the Lessee shall be deemed to have agreed to such variation or amendment. For the avoidance of doubt, the conditions herein shall continue to apply unvaried or unamended until the date when such termination takes effect (or until any earlier termination hereof in accordance with the terms herein).
15. These Conditions of Lease shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. No person other than the Bank and the Lessee will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these Conditions of Lease.

Dated this  day of .

|                      |
|----------------------|
| Signature of Lessee  |
| <b>X</b>             |
| Identity Card Number |
| Address              |

| <b>For Bank Use Only</b>   |  |             |
|--|--|-------------|
| Level of Activity Anticipated<br><br>Total Number of Access to Safe Deposit Box<br><br>- Per Month:<br><br>- Per Year: | Types of Assets in the Safe Deposit Box<br><input type="checkbox"/> Certificates <input type="checkbox"/> Jewelry <input type="checkbox"/> Legal Documents <input type="checkbox"/> Gold<br><input type="checkbox"/> Cash <input type="checkbox"/> Passport, Birth Certificate <input type="checkbox"/> Insurance Policy<br><input type="checkbox"/> Others ( <i>please specify</i> ): | Branch Chop |

譯文

(此譯文僅供客戶參考，不能正式簽訂。)

本人

(以下簡稱「承租人」，包括承租人妥為委任的法定遺產代理人或合法繼承人)，同意自即日起，租用香港上海滙豐銀行有限公司(以下簡稱「貴銀行」)設於 [ ] 的第 [ ] 號保管箱(以下簡稱「保管箱」)，為期一年，並於其後每年續租，除非依約終止；每年租金 [港幣] 元，或按貴銀行不時通知承租人的其他數額(該數額應自下一年續租時開始生效)上期繳付，並同意受以下各項條款約束：

1. 承租人須在貴銀行正常營業日的合理時間內，依照貴銀行不時制訂的規則使用保管箱。承租人於使用保管箱時，須簽具申請表格，其簽名式樣須與保管箱印鑑卡上的簽名式樣相同。如承租人委任的代理人使用保管箱，則須由代理人簽具申請表格，其簽名式樣亦須與其在保管箱印鑑卡上的簽名式樣相同。此外，貴銀行有權要求使用者出示身分證及/或其他證明文件。
2. 承租人不得將租用的保管箱轉租或分租予他人，亦不得允許其委任代理人以外的任何人士進入或使用保管箱或其任何部分。承租人須為使用保管箱承擔責任，並應根據任何適用法律的規限下，使用保管箱存放貴重物品和其他財物。特別注意，承租人必須確保保管箱內不存放槍械、違禁藥物或任何與非法活動相關或被法律禁止持有的物品。承租人不得使用、並不得允許任何代理人使用保管箱作任何非法用途，並不得存放任何具爆炸性、易燃、液體、具危險性、非法或具腐蝕性、或貴銀行合理認為會對貴銀行或其他保管箱租用者構成滋擾的物品(統稱「禁制物品」)。倘若承租人違反本條款，或本租約內所載的任何其他條款，或任何適用的法律法規，承租人承諾就貴銀行可能蒙受、涉及或出現之一切行動、訴訟、索償、損失、虧損及費用作出全數賠償。
3. 若貴銀行有合理懷疑，保管箱內存放任何禁制物品，或保管箱被用於任何不法用途或其使用有違反本租約或任何有關條款或任何適用的法律法規，貴銀行可以要求承租人或其任何代理人立刻開啓保管箱以供檢查。若承租人或其代理人並無按要求開啓保管箱，貴銀行有權在毋須事先通知承租人或其任何代理人、或毋須獲得承租人或其任何代理人同意的情況下進行以下(或其中任何一項)行動，並且貴銀行對承租人不承擔責任：
  - (a) 鑿開保管箱並以貴銀行認為適當的方式處理或處置任何禁制物品；
  - (b) 向承租人追討貴銀行處理該等禁制物品所產生的任何合理費用及開支；以及
  - (c) 行使任何由法律或任何協議賦予貴銀行任何權利。
4. 承租人須准許貴銀行有權進入保管箱以進行貴銀行認為必要或應要的維修，但貴銀行須給予承租人合理時間的事先通知，讓承租人有機會親臨現場，除非在緊急情況下則例外。
5. 除因貴銀行職員或僱員的故意違約或疏忽而直接導致的遺失、損毀或延誤外，承租人須全面承擔使用保管箱的所有風險，為此承租人應考慮為保管箱內的物品購買保險。
6. 承租人如期繳付不時訂明的保證金後，即獲發給保管箱鎖匙一條。此鎖匙為貴銀行的財物，必須於終止本租約時歸還給貴銀行；除貴銀行所發者外，不得使用其他鎖匙。除承租人所委任的代理人外，不得允許任何其他人士使用該鎖匙。承租人如遺失該鎖匙，或於到期時不能將之歸還貴銀行，或需另配新鎖匙，則貴銀行可按照保管箱收費表所訂定的鑿箱費用收費。新鎖匙須於承租人提供遺失證明及貴銀行所認可的賠償保證書，另繳鎖匙保證金及清付上述鑿箱費用後，方可按相同條款發給承租人。遺失鎖匙時，必須立即通知貴銀行。貴銀行須按照上述規定，使用保證金的全部或部分，以抵付承租人積欠貴銀行的款項。保證金或其剩餘部分(如有)，則應於交還保管箱及鎖匙後，歸還承租人。
7. 租金應於每年預付一年。如承租人不擬續租，則須於每年租約期滿前給予貴銀行至少一個月的書面通知。倘若既不發出通知，亦不將鎖匙於期滿日或之前交還，則本租約將視為續期一年。然而，在租約繼續生效期內，若承租人違反本租約的任何條款，貴銀行可隨時在給予承租人即時生效通知的情況下終止本租約，或在給予一個月通知的情況下終止本租約。如租約在已付租金期間被終止，租金概不退還。由2013年11月1日開始生效的租約，保管箱年租須於租約生效期內，於與租賃契約上的承租人同名的滙豐卓越理財戶口或滙豐運籌理財戶口以自動轉賬方式繳付。
8. 承租人若於到期時不繳付租金(不論貴銀行曾否催繳)，或不遵守本租約的任何條款，承租人即無權使用其所租賃的保管箱，但仍須負責繳付所欠租金。在此情況下，貴銀行須向承租人發出通知，要求承租人繳付已到期的租金或履行未遵守的任何租約條款規定。若在發出通知後逾四個星期仍不付清積欠款項或不履行有關條款或貴銀行根據本租約條款終止本租約，則貴銀行在不影響其他補救辦法的情況下，可自行在毋須給予進一步通知及以其認為適當的方式鑿開保管箱，並將箱內所存物品保留在貴銀行認為適當之處，承租人須自行承擔風險及繳納按原租金雙倍計算的保管費用。鑿開保管箱後，貴銀行須向承租人發出通知，要求承租人在付清所欠租金後領回保管箱內所存物品。如其後再過12個月仍不付清積欠款項或不履行有關條款及/或仍未領回保管箱內所存物品，則貴銀行可在給予承租人不於14日的意向通知及由承租人承擔全部費用的情況下，將箱內所存物品的全部或部分公開拍賣或私人售賣(及/或以其他方式處置)，並將所得款額(如有)清償依本租約積欠貴銀行的款項。由於此等售賣(或處置)而導致的任何損失，貴銀行概毋須承擔任何責任。
9. 保管箱、鎖及鎖匙的修理、更換及改裝工作，必須由貴銀行所指定的技工專責承辦。凡由承租人或其代理人所導致的損壞(合理的磨損除外)而須進行修理、更換及改裝的費用，均由承租人支付。

10. 承租人去世時，其授予代理人使用保管箱的權限仍繼續有效，直至貴銀行接獲其死亡的書面通知始自動終止。其後，只可由承租人妥為委任的法定遺產代理人及於當時獲有關法律、規則及條例所允許的其他人等才獲准開啟保管箱，但須受有關法律、規則及條例，或由其他有關當局所發出的守則或指示（不論是否具有法律效力）所約束。儘管前述的規定，若貴銀行酌情准許任何律師或宣稱代表遺產代理人（或擬定遺產代理人）的其他人士，於承租人去世後的任何時間開啟保管箱，其目的只限於點算保管箱內的財物，貴銀行毋須就允許該等人士開啟保管箱承擔任何責任。以上所述的任何內容均不對續付租金的責任構成任何影響，租金應續付至保管箱交還貴銀行為止。
  11. 凡以郵遞方式按照貴銀行所獲知會的最後地址寄交承租人的各項通知，均視為在寄發後兩天送達承租人。
  12. 保管箱及鎖匙須於租約終止日的中午或之前，以經過合理使用後的完整狀態交還貴銀行。
  13. 收集和披露承租人資料
- 13.1 定義

出現於本第 13 條的詞語有下列涵義。

「權力機關」包括對滙豐集團任何部分具有司法權限的任何本地或外地司法、行政、公營或監管機構、任何政府、任何稅務機關、證券或期貨交易所、法院、中央銀行或執法機關，或金融服務供應商的自律監管或行業組織或協會，或彼等的任何代理。

「合規責任」指滙豐集團要遵守下列各項的責任：(a) 任何法律或國際指引及內部政策或程序，(b) 權力機關的任何要求或法律下申報、披露或其他責任，及 (c) 要求滙豐集團核實其客戶身分的法律。

「關連人士」指承租人以外的人士或單位，而其資料（包括個人資料或稅務資料）由承租人（或承租人代表）向任何滙豐集團成員提供或任何滙豐集團成員因其他與提供服務有關的原因獲得。關連人士可包括任何保證人、公司董事或職員、合夥商的合夥人或合夥成員，任何「主要擁有人」、「控制人」、信託的實益擁有人、受託人、財產授予人或保障人、指定戶口持有人、指定收款人、承租人的代表、代理或代名人，或與承租人建立了關係的任何其他人士或單位，而該關係關乎承租人及滙豐集團的關係。

「控制人」指控制單位的個人。就信託而言，指財產授予人、受託人、保障人、受益人或各類受益人，及就信託行使最終實際控制權的任何其他人士。就非信託單位而言，指處於相等或類似控制位置的人士。

「金融罪行」指清洗黑錢、恐怖分子融資、賄賂、貪污、逃稅、欺詐、逃避經濟或貿易制裁，或規避或違反有關此等事宜的任何法律的任何行為或意圖。

「金融罪行風險管理活動」指貴銀行或滙豐集團成員為符合就或有關偵測、調查及防止金融罪行的合規責任而可能作出的任何行動。

「滙豐集團」一併及分別地指滙豐控股有限公司、其附屬公司、子公司、聯營單位及彼等的任何分行及辦事處。而「滙豐集團成員」具有相同涵義。

「法律」包括任何本地或外地法律、法規、判決或法院命令、自願守則、制裁制度、任何滙豐集團成員與權力機關的協議，或權力機關之間適用於貴銀行或滙豐集團成員的協議或條約。

「承租人資料」指所有或任何有關承租人或關連人士的下列各項（如適用）：(a) 個人資料，(b) 關於承租人、承租人的戶口、交易、使用貴銀行產品及服務，及承租人與滙豐集團關係的資料，及 (c) 稅務資料。

「個人資料」指任何與一名個人有關的資料而從該等資料可確定該名個人的身分。

「服務」包括 (a) 開立、維持及結束承租人的戶口，(b) 提供信貸融資及其他銀行產品及服務、處理申請、信貸及資格評估，及 (c) 維持貴銀行與承租人的整體關係，包括向承租人促銷服務或產品、市場調查、保險、審計及行政用途。

「主要擁有人」指直接或間接地享有一個單位多於 10% 的利潤或權益的任何個人。

「稅務機關」指香港或外地稅務、納稅或金融機關。

「稅務證明表格」指稅務機關或貴銀行為確認承租人的稅務狀況或關連人士的稅務狀況而不時發出或要求提供的任何表格或其他文件。

「稅務資料」指關於承租人稅務狀況或關連人士稅務狀況的文件或資料。

凡提及單數則包括複數，反之亦然。

### 13.2 收集、使用及分享承租人資料

本第 13.2 條解釋貴銀行如何使用關於承租人和關連人士的資料。適用於承租人及其他個人的關於個人資料（私隱）條例的通知（前稱關於個人資料（私隱）條例的客戶通知）（簡稱「個人資料通知」）亦包含有關貴銀行及滙豐集團如何使用該等資料的重要信息。承租人應一併閱讀本條款及個人資料通知。貴銀行及滙豐集團成員可按本第 13 條及個人資料通知使用承租人資料。

承租人資料不會披露予任何人士（包括其他滙豐集團成員），除非：

- 貴銀行因應法律要求作出披露；

- 貴銀行有公眾責任作出披露；
- 貴銀行因正當的商業用途需要披露；
- 獲資料當事人同意作出披露；
- 按本第 13 條或個人資料通知所載作出披露。

#### 收集

- (a) 貴銀行及其他滙豐集團成員可收集、使用及分享承租人資料。貴銀行或貴銀行代表或滙豐集團代表可要求提供承租人資料。承租人資料可直接從承租人、或從代表承租人的人士或其他來源（包括公開資料）收集，亦可與貴銀行或其他滙豐集團成員可獲取的其他資料產生或組合。

#### 使用

- (b) 貴銀行及滙豐集團成員可為下列用途使用、轉移及披露承租人資料：(i) 按本第 13 條所載的用途，(ii) 按個人資料通知（適用於個人資料）所載，及 (iii) 為任何用途（不論是否有意對承租人採取不利行動）而把承租人資料與貴銀行或滙豐集團持有的任何資料進行核對（(i) 至 (iii) 統稱「用途」）。

#### 分享

- (c) 貴銀行可因應需要及適當的用途向個人資料通知所載的接收者轉移及披露任何承租人資料，而該等接收者亦可為用途而使用、轉移及披露該等資料。

#### 承租人的責任

- (d) 不時提供予貴銀行或滙豐集團成員的承租人資料如有任何變更，承租人同意從速（在任何情況下於30天內）以書面通知貴銀行。承租人亦同意從速回覆貴銀行或滙豐集團成員就提供承租人資料的任何要求。
- (e) 承租人確認每名關連人士已獲通知及同意（或在有關時候會獲通知及同意）其已被或會被提供予貴銀行或滙豐集團成員的資料（包括個人資料或稅務資料）按貴銀行不時修改或補充的本第 13 條及個人資料通知所載處理、披露及轉移。承租人須知會該等關連人士他們有權索取及改正其個人資料。
- (f) 承租人同意貴銀行按本租約條文所述使用、儲存、披露、處理及轉移所有承租人資料，並會作出任何適用資料保障法律或保密法律不時要求的行動，以容許貴銀行如上述行事。如承租人未能或未有在任何方面遵守 (e) 及 (f) 列出的責任，承租人同意從速以書面通知貴銀行。

#### (g) 如：

- 承租人或任何關連人士未有按貴銀行合理的要求從速提供承租人資料，或
- 承租人或任何關連人士拒絕給予或撤回任何貴銀行為用途（不包括向承租人促銷或推廣產品及服務有關的用途）處理、轉移或披露承租人資料所需的任何同意，或
- 貴銀行或滙豐集團成員就金融罪行或相關風險產生懷疑，

#### 貴銀行可能：

- (i) 未能向承租人提供新服務或繼續提供全部或部分服務，並保留終止貴銀行與承租人關係的權利；
- (ii) 作出所需行動讓貴銀行或滙豐集團成員符合合規責任；及
- (iii) 若本地法律許可，封鎖、轉移或結束承租人的戶口。

另外，如承租人未有按要求從速提供承租人或關連人士的稅務資料及隨附陳述書、豁免書及同意書，貴銀行可自行判斷有關承租人或該關連人士的狀況，包括承租人或關連人士需否向稅務機關申報。貴銀行或其他人士可能被要求扣起任何稅務機關根據法律要求的金額，並支付有關金額予適當的稅務機關。

### 13.3 金融罪行風險管理活動

- (a) 金融罪行風險管理活動包括：(i) 審查、攔截及調查任何指示、通訊、提取要求、服務申請，或任何承租人或替承租人收取或支付的款項；(ii) 調查款項的來源或預定收款人；(iii) 組合承租人資料和滙豐集團持有的其他相關資料；及 (iv) 對個人或單位的狀況作進一步查詢（不論其是否受制裁制度約束），或確認承租人或關連人士的身分及狀況。
- (b) 貴銀行及滙豐集團的金融罪行風險管理活動可導致延遲、阻截或拒絕支付或清算任何付款、處理承租人的指示或服務申請，或提供全部或部分服務。在法律許可的情況下，對承租人或任何第三方就不論任何方式產生並蒙受或招致的，不論完全或部分跟進行金融罪行風險管理活動相關的任何損失，貴銀行及任何滙豐集團成員無需向承租人或第三方負責。

### 13.4 稅務合規

承租人承諾自行負責了解及遵守承租人在所有司法管轄區有關及因開立及使用戶口或由貴銀行或滙豐集團成員提供的服務引起的稅務責任（包括繳稅，或提交報稅表或其他有關繳交所有相關稅項的所需文件）。各關連人士亦以其關連人士身分為自身作出相同承諾。某些國家的稅務法例具跨領域效用，不論承租人或關連人士的居籍、住處、公民身分或成立地方。貴銀行及任何滙豐集團成員均不提供稅務意見。貴銀行建議承租人尋求獨立法律及稅務意見。承租人在任何司法管轄區可能引起的稅務責任，包括任何特別有關開立及使用戶口及貴銀行或滙豐集團成員提供的服務的稅務責任，貴銀行及任何滙豐集團成員均無需負責。

13.5 雜項

(a) 本第 13 條的條文與下列各項如有任何衝突或不一致，概以本第 13 條為準：

- (1) 承租人與貴銀行之間的任何其他協議；或
- (2) 規管任何其他服務、產品、業務關係或戶口的條文。

(b) 本第 13 條中的全部或任何條文在任何司法管轄區的法律下在任何方面如變成非法、無效或不可強制執行，該條文在任何其他司法管轄區或本第 13 條的其餘部分在該司法管轄區的合法性、有效性或可強制執行性均不受影響或損害。

13.6 終止後繼續有效

即使承租人、或貴銀行或滙豐集團成員終止對承租人提供任何服務或承租人的任何戶口結束，本第 13 條繼續有效。

14. 貴銀行保留權利，可以在透過郵遞、於貴銀行營業地點張貼通告或貴銀行決定的其他方式向承租人發出事先通知的情況下，隨時變更或修訂本租約的條款。若承租人在通知期屆滿前未有根據本租約規定（即給予不少於一個月的事先通知）向貴銀行發出終止租約通知，承租人將被視為同意該等變更或修訂條款。為免生疑問，本租約原載條款將維持不變地繼續適用，直至上述的終止租約要求生效為止（或直至任何較早時根據本租約條款提出的終止租約要求生效為止）。
15. 本租約條文受香港特別行政區的法律所管轄，並以其為解釋依據。除銀行及承租人以外，並無其他人士有權按《合約（第三者權利）條例》強制執行本租約的任何條文，或享有本租約的任何條文下的利益。

年 月 日。

|          |
|----------|
| 承租人簽署    |
| <b>X</b> |
| 身分證號碼    |
| 地址       |

|  |  |             |
|--|--|-------------|
| 銀行專用                                       |  |             |
| Level of Activity Anticipated              | Types of Assets in the Safe Deposit Box  | Branch Chop |
| Total Number of Access to Safe Deposit Box | <input checked="" type="checkbox"/> Certificates <input type="checkbox"/> Jewellery <input type="checkbox"/> Legal Documents <input type="checkbox"/> Gold |             |
| - Per Month:                               | <input type="checkbox"/> Cash <input type="checkbox"/> Passport, Birth Certificate <input type="checkbox"/> Insurance Policy                               |             |
| - Per Year:                                | <input type="checkbox"/> Others (please specify):  |             |