



CONDITIONS OF LEASE OF SAFE DEPOSIT LOCKER (INDIVIDUAL)

保管箱租賃契約（個人）

The Lease, Lease Duration and Rent 租用保管箱、租用期及租金

Name of Lessee 承租人姓名		Effective Date 生效日期
Safe Deposit Locker Number 保管箱號碼	Safe Deposit Locker Branch 保管箱所在分行	Annual Rent on Effective Date 生效日期時的每年租金

1. You agree to lease from us the Safe Deposit Locker specified above ("Safe Deposit Locker") subject to these Conditions ("Lease").
2. The Lease will commence from the date specified above ("Effective Date") for an initial period of one year. Thereafter, the Lease will be renewed automatically on a year to year basis unless it is terminated by you or by us in accordance with these Conditions.
3. You are required to pay rent for the Safe Deposit Locker in advance on an annual basis. The amount of rent for the Safe Deposit Locker as at the Effective Date is specified above. We will notify you of any variation to the rent in any manner we consider appropriate. Unless we specify otherwise, the revised rent will take effect from the following year if you continue the Lease.

Your Deputy and access to Safe Deposit Locker

4. You may access the Safe Deposit Locker and may appoint authorised person (each a "Deputy") to access the Safe Deposit Locker. You may appoint up to any maximum number of Deputy set by us from time to time. You have to complete such forms and steps specified by us for appointing or removing a Deputy.
5. We have the right to specify and vary any regulations governing access and use of the Safe Deposit Locker from time to time. Subject to our regulations, you and your duly appointed Deputy may access the Safe Deposit Locker at reasonable times during the usual business hours of our branch where the Safe Deposit Locker is located. Before accessing the Safe Deposit Locker, you or your Deputy (as applicable) will have to sign a written application in the manner conforming to your signature or your Deputy's signature (as applicable) on the Safe Deposit Locker signature card. We have the right to require you or your Deputy to produce satisfactory evidence of identity before allowing you or your Deputy to access the Safe Deposit Locker.
6. You should not permit any person other than your duly appointed Deputy to access or use the Safe Deposit Locker.
7. If we receive written notice of your death:
 - (a) any authority given by you to any Deputy will automatically cease to have any effect;
 - (b) we may allow your duly constituted legal personal representative and any other person permitted by Applicable Regulations to access the Safe Deposit Locker; and
 - (c) we may at our discretion allow any solicitor or other person purporting to act for your legal personal representative (or intended legal personal representative) to access the Safe Deposit Locker for the sole purpose of preparing an inventory of the contents of the Safe Deposit Locker.

Subject to Clause 18, (i) we are not liable in any way for permitting such access; and (ii) you agree to indemnify us for any claim which may be made against us for permitting such access.

Before we actually receive written notice of your death, we have the right to allow your Deputy to access the Safe Deposit Locker. Further, we are entitled to collect the rent of the Safe Deposit Locker until the Safe Deposit Locker is returned to us.

Your responsibility for the use of Safe Deposit Locker

8. You are responsible for the use of the Safe Deposit Locker. You should use the Safe Deposit Locker for depositing valuables and other property subject to any applicable law. In particular, you must ensure that the Safe Deposit 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. You should not use and should not permit any Deputy to use the Safe Deposit Locker for any illegal or unlawful purpose or for the storage of any item or matter that is explosive, inflammable, liquid, dangerous, illegal, corrosive or, in our reasonable opinion, is or is likely to become a nuisance to us or other Safe Deposit Locker users (collectively, "Prohibited Items"). You undertake to keep us fully indemnified against all actions, proceedings, claims, damages, losses and costs which we may suffer, incur or sustain as a result of or in connection with any breach on your part of this condition or any other terms or conditions herein contained or of the Regulations.
9. If we have reasonable suspicion that the Safe Deposit 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 of the Regulations, we may call upon you or your Deputy to immediately open the Safe Deposit Locker for inspection. Should you or your Deputy fail to open the Safe Deposit Locker as required, we have the right to do the following (or any of them) without prior notice to you or your Deputy or obtaining your or your Deputy's consent, and we will not be liable to you:
 - (a) break open the Safe Deposit Locker and deal with or dispose of any Prohibited Item in any manner as we consider appropriate;
 - (b) recover from you any reasonable cost and expenses incurred by us in disposing of that Prohibited Item; and
 - (c) exercise any other right we may have in law or under any agreement.
10. Without limiting or reducing the effect of Clause 9 or Clause 14, if we have to break open the Safe Deposit Locker or if we have to repair or replace the Safe Deposit Locker or the Key (or both) due to (i) your failure to return the Key, (ii) your request for a new Key or (iii) any reason caused (otherwise than by fair wear and tear) by you or any of your Deputy, you are liable for any related fees, costs and expenses.
11. You should not (i) assign the Lease, (ii) grant any sub-lease of the Safe Deposit Locker to any other person, or (iii) share the use of the Safe Deposit Locker with any other person.

Deposit and key to Safe Deposit Locker

12. You are required to pay a deposit in an amount we may set from time to time. Having received the deposit, we will issue a key to you for accessing the Safe Deposit Locker ("Key"). The Key remains our property and you should return it to us when the Lease is terminated for any reason.

13. You should ensure that (i) no one other than you and your duly appointed Deputy is permitted to use the Key, and (ii) you and your duly appointed Deputy use only the Key (and no other key) to access the Safe Deposit Locker.
14. If the Key is lost, you must notify us immediately. We may (but are not obliged to) issue a replacement Key to you having received the following documents and payments to our satisfaction:
- (a) proof of loss of the Key;
 - (b) your indemnity in our favour in connection with the lost Key;
 - (c) payment of any related fees, costs and expenses, including those for (i) issuing the replacement Key, and (ii) breaking open the Safe Deposit Locker; and
 - (d) payment of any top-up amount of the deposit, if required by us.
- Any replacement Key issued by us will be governed by these Conditions.
15. We have the right to (i) retain the deposit throughout the duration of the Lease, and (ii) deduct from the deposit any amount owing by you to us in connection with the Safe Deposit Locker from time to time. We will return the deposit or any balance of it (as applicable) to you as soon as reasonably practicable after you have returned the Safe Deposit Locker and the Key to our satisfaction.

Our rights and restriction of our liability

16. We have the right to access the Safe Deposit Locker at any time for the purposes of maintenance and repair as we consider necessary or appropriate. Except for maintenance or repair in an emergency, we will give you (i) reasonable notice of any access and (ii) the opportunity to be present when we access the Safe Deposit Locker.
17. All repairs, replacements and alterations to the Safe Deposit Locker, its lock or the Key should be effected exclusively by persons appointed by us.
18. Except for any loss and damage that is direct and reasonably foreseeable arising directly and solely from the negligence or wilful default by (i) us or (ii) our officers or employees, you bear all the risks in using the Safe Deposit Locker. You should consider effecting insurance for the contents of the Safe Deposit Locker.

Fees and charges

19. We have the right to set and vary from time to time the amounts payable by you in connection with the Safe Deposit Locker and the payment timeline. These amounts may include the rent, deposit and other fees and charges. You can find out more information about the fees and charges upon request at any of our branches in Hong Kong.
20. If the Lease commences on or after 1 November 2013, you are required (i) to pay the annual rent using autopay function of your own-name HSBC Premier account, HSBC One or any other account accepted by us; and (ii) to maintain such autopay function throughout the Lease period.

Suspension or termination of service

21. If you do not intend to renew the Lease, you should give us notice in writing at least one month or such other period as specified by us from time to time before the expiration of the current term and return the Safe Deposit Locker and the Key to our satisfaction in accordance with Clause 25. If we do not receive such notice and the Safe Deposit Locker and the Key, the Lease will be renewed and you will be required to pay rent for another year.
22. We may terminate the Lease during any term (i) by giving you notice of immediate termination if you fail to perform any of your obligations under these Conditions, or (ii) by giving you at least one month's notice in any other case.
23. (a) Without limiting or reducing our right to terminate the Lease, we have the right to suspend access to the Safe Deposit Locker but you are still liable for the rent if the following events (or any of them) occur:
- (i) you fail to pay the rent when it is due, whether we send you a demand or not; and
 - (ii) you fail to perform any other obligations under these Conditions.
- (b) We will give you notice of suspension requiring payment of the outstanding rent or your performance of the relevant obligation. If you fail to pay the outstanding rent or perform the relevant obligation within four weeks after the date of our notice, we have the right to terminate the Lease without further notice to you.
24. Upon termination of the Lease by us for any reason, we have the right to break open the Safe Deposit Locker in any manner as we consider appropriate and take the following steps (or any of them) without any further notice to you:
- (a) retain the contents of the Safe Deposit Locker, and place them in any location as we consider appropriate at your sole risk. We have the right to charge you reasonable rent and fees for keeping the contents of the Safe Deposit Locker;
 - (b) request you to collect the contents of the Safe Deposit Locker subject to the payment of the outstanding rent and fees; and
 - (c) if you do not pay the outstanding rent, perform the relevant obligation or collect the contents within 12 months after the date of our request (or such other period as specified by us from time to time), we have the right to (i) sell or dispose of all or any of the contents of the Safe Deposit Locker by public auction, private sale or other means at your expense and (ii) apply any proceeds from such sale or disposal to settle any amount owing by you to us under the Lease. We will give you at least 14 days' notice before selling or disposing of the contents of the Safe Deposit Locker. We are not liable for any loss which may be incurred or suffered by you in connection with any such sale or disposal.

Our rights in this Clause are in addition to any other right we may have in law or under any other agreement.

25. Upon termination of the Lease for any reason whether by you or by us, you should return the Safe Deposit Locker and the Key to us at or before 12:00 noon on the day of termination of the Lease. Both the Safe Deposit Locker and the Key should be returned to us in a good and reasonable state.
26. No amount of rent paid is refundable if the Lease is terminated during a term for any reason, whether by you or by us, except in the case where we have given you notice to vary these Conditions and have received from you a written notice to terminate the Lease in accordance with Clause 29. In that case, we will only charge you rent calculated on a pro-rata basis up to the effective date of termination of the Lease. Any rent paid in respect of the period after the effective date of termination will be refunded to you.

Communications

27. Unless we specify otherwise, any communication from us to you will be considered as having been received by you 48 hours after we have posted it to your address last notified to us.

Collection and disclosure of your information

28. (a) Definitions

Terms used in this Clause 28 shall have the meanings set out below. If any term used in this Clause 28 is not defined below, that term shall have the meaning set out at the end of these Conditions.

CONDITIONS OF LEASE OF SAFE DEPOSIT LOCKER (INDIVIDUAL)

保管箱租賃契約 (個人)

"**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 you) whose information (including Personal Data or Tax Information) is provided by you, or on your 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 you have a relationship that is relevant to your 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 we 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 us or a member of the HSBC Group.

"**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 your accounts, (b) the provision of credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (c) maintaining our overall relationship with you, including marketing services or products to you, 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 Information**" means documentation or information about your tax status or the tax status of a Connected Person.

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

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

(b) Collection, Use and Sharing of Your Information

This Clause 28(b) explains how we will use information about you 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 you and other individuals (the "**Notice**") also contains important information about how we and the HSBC Group will use such information and you should read this Clause in conjunction with the Notice. We and members of the HSBC Group may use Your Information in accordance with this Clause 28 and the Notice.

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

- we are legally required to disclose;
- we have a public duty to disclose;
- our legitimate business purposes require disclosure;
- the disclosure is made with the data subject's consent;
- it is disclosed as set out in this Clause 28 or the Notice.

Collection

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

Use

(ii) We and members of the HSBC Group may use, transfer and disclose Your Information (i) in connection with the purposes set out in this Clause 28, (ii) as set out in the Notice (applicable to Personal Data) and (iii) in connection with matching against any data held by us or the HSBC Group for whatever purpose (whether or not with a view to taking any adverse action against you) ((i) to (iii) are collectively referred to as the "**Purposes**").

Sharing

(iii) We may (as necessary and appropriate for the Purposes) transfer and disclose any of Your Information to the recipients set out in the Notice (who may also use, transfer and disclose such information for the Purposes).

Your obligations

(iv) You agree to inform us promptly and in any event, within 30 days in writing if there are any changes to Your Information supplied to us or a member of the HSBC Group from time to time, and to respond promptly to any request for Your Information from us or a member of the HSBC Group.

(v) You confirm that every Connected Person whose information (including Personal Data or Tax Information) has been (or will be) provided to us 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 his/its information as set out in this Clause 28 and the Notice (as may be amended or supplemented by us from time to time). You shall advise any such Connected Persons that they have rights of access to, and correction of, their Personal Data.

(vi) You consent 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 us to use, store, disclose, process and transfer all of Your Information in the manner described in these Terms and Conditions. You agree to inform us promptly in writing if you are not able or have failed to comply with the obligations set out in (v) and (vi) in any respect.

- (vii) Where
- you or any Connected Person fail(s) to provide promptly Your Information reasonably requested by us, or
 - you or any Connected Person withhold(s) or withdraw(s) any consents that we may need to process, transfer or disclose Your Information for the Purposes (except for purposes connected with marketing or promoting products and services to you), or
 - we have, or a member of the HSBC Group has, suspicions regarding Financial Crime or an associated risk,

we may:

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

In addition, if you fail to supply promptly your, or a Connected Person's, Tax Information and accompanying statements, waivers and consents, as may be requested, then we may make our own judgment with respect to your status or that of the Connected Person, including whether you or a Connected Person is reportable to a Tax Authority, and may require us 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.

(c) Financial Crime Risk Management Activity

- (i) 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 you, or on your behalf; (ii) investigating the source of or intended recipient of funds; (iii) combining Your 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 your identity and status or that of a Connected Person.
- (ii) We 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 your instructions or application for Services or the provision of all or part of the Services. To the extent permissible by law, neither we nor any member of the HSBC Group shall be liable to you or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of Financial Crime Risk Management Activity.

(d) Tax Compliance

You acknowledge that you are solely responsible for understanding and complying with your 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 us 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 a Connected Person's or your place of domicile, residence, citizenship or incorporation. Neither we nor any member of the HSBC Group provide tax advice. You are advised to seek independent legal and tax advice. Neither we nor any member of the HSBC Group have responsibility in respect of your 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 us or members of the HSBC Group.

(e) Miscellaneous

- (i) In the event of any inconsistency between any of the provisions of this Clause 28 and those in or governing any other service, product, business relationship, account or agreement between you and us, this Clause 28 shall prevail.
- (ii) If all or any part of the provisions of this Clause 28 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 28 in that jurisdiction.

(f) Survival Upon Termination

This Clause 28 shall continue to apply notwithstanding any termination by you or us or a member of the HSBC Group of the provision of any Services to you, or the closure of any of your accounts.

Variation of the Conditions

29. We have the right to vary these Conditions (including fees and charges) from time to time by notice. We will give you notice by post, by way of display at our premises or in any other manner we consider appropriate. You will not be bound by a variation if we receive written notice from you before the date on which the variation takes effect to terminate the Lease. In that case, the Lease will be terminated with effect from the date falling one month after the day on which we receive your notice.

Third party rights

30. No person other than you and us 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.

Governing law, jurisdiction and version

31. These Conditions are governed by and will be construed according to Hong Kong laws.
32. You submit to the non-exclusive jurisdiction of the Hong Kong courts. These Conditions may be enforced in the courts of any competent jurisdiction.
33. The English version of these Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Conditions is for reference only.

Definitions

Applicable Regulation means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any Authority or industry or self-regulatory body, whether in or outside Hong Kong, to which we or you are subject or with which we or you are expected to comply from time to time.

Authority means any local or foreign judicial, administrative, public or regulatory authority, law enforcement body, governmental agency (including tax authority), clearing or settlement bank or exchange.

Conditions means these conditions of lease governing the use of the Safe Deposit Locker, as may be amended from time to time.

Deputy has the meaning set out in Clause 4.

Effective Date has the meaning set out in Clause 2.

Hong Kong means the Hong Kong Special Administrative Region of the People's Republic of China.

Key has the meaning set out in Clause 12.

Lease has the meaning set out in Clause 1.

person includes an individual, sole proprietorship, partnership, firm, company, corporation or unincorporated body of persons.

Prohibited Item has the meaning set out in Clause 8.

Safe Deposit Locker has the meaning set out in Clause 1.

we, us, our means The Hongkong and Shanghai Banking Corporation Limited and its successors and assigns.

you or your means the lessee of the Safe Deposit Locker and his/her successors or personal representatives and, where the context permits, includes any Deputy.

- 閣下同意租用本行上述列明的保管箱（「保管箱」）並接受本契約規限（「租約」）。
- 租約由上述列明的日期起生效（「生效日期」），為期一年。除非由閣下或本行按本契約終止，否則租約其後將每年自動續租。
- 閣下須為保管箱每年預繳租金。上述已列明生效日期時適用的租金金額。本行會以本行認為適當的方式通知閣下任何有關租金的修訂。除非本行另有指定，如閣下繼續租約，經修訂的租金會由翌年起生效。

閣下的代理人及開啟保管箱

- 閣下可使用亦可授權其他人士（各「代理人」）開啟保管箱。閣下可授權的代理人的最多人數由本行不時設定。閣下須填寫本行指定的表格及完成本行指定的步驟，以委任或解除代理人。
- 本行有權不時指定及更改規管閣下開啟及使用保管箱的任何規則。閣下及閣下妥為委任的代理人可在受本行規則規限下，於保管箱所在的分行在正常營業的合理時間內開啟保管箱。開啟保管箱前，閣下或閣下的代理人（按情況適用）須簽署書面申請，並須以符合在保管箱印鑑卡上的簽名式樣簽署書面申請。本行有權要求閣下或閣下的代理人出示足以證明閣下身份的文件，方容許閣下或閣下的代理人開啟保管箱。
- 閣下不應容許閣下妥為委任的代理人以外的任何人士開啟或使用保管箱。
- 如本行收到閣下身故的書面通知：
 - 閣下向任何代理人的授權即自動失效；
 - 本行可容許閣下妥為委任的合法遺產代理人及適用法規容許的任何其他人士開啟保管箱；及
 - 本行可酌情容許任何報稱代表閣下合法遺產代理人（或準合法遺產代理人）的律師或其他人士開啟保管箱，但僅為擬訂保管箱內物品清單的目的。在受限於第 18 條的前提下，(i) 本行無須為容許上述開啟保管箱的行為負上任何責任；及 (ii) 就本行容許上述開啟保管箱而引致對本行提出的任何索償，閣下同意對本行作出彌償。在本行實際收到閣下身故的書面通知前，本行有權容許閣下的代理人開啟保管箱。本行亦有權收取保管箱的租金，直至保管箱被交還予本行。

閣下就使用保管箱的責任

- 閣下須為使用保管箱承擔責任。閣下須在任何適用法律的規限下，使用保管箱存放貴重財物及其他財物。特別注意，閣下須確保保管箱內不存放槍械、違禁藥物或任何與非法活動或財產有關之物品。閣下不應使用亦不應容許任何代理人使用保管箱作任何非法用途或存放任何具爆炸性、易燃、液體、具危險性、非法、具腐蝕性，或本行合理認為對本行或其他保管箱租用者構成或可能構成滋擾或妨害的項目或物品（「禁制物品」）。倘若閣下違反本條款，或本法規或有關規條內所載之任何其他條款或條件，閣下承諾就本行可能蒙受、涉及或出現之一切法律訴訟、索償、損失、虧損及費用作出全數賠償。
- 如本行有合理懷疑保管箱內存放任何禁制物品或該箱被作為不法用途或其使用有違反本法規或任何有關規條時，本行可隨時要求閣下或閣下的任何代理人立即開箱檢查。如不照辦，本行有權採取下列（或其中任何一項）行動，而無須事先通知閣下或閣下的任何代理人或獲取閣下或閣下的任何代理人同意，亦無須向閣下負責：
 - 以本行認為適當的任何方式鑿開該保管箱及處理箱內物件或處置任何禁制物品；
 - 向閣下追收為處置該禁制物品而招致的任何合理成本及開支；及
 - 行使任何由法律或任何協議賦予本行的其他權利。
- 在不限制或削弱第 9 條或第 14 條效力的情況下，如本行由於下述原因需要鑿開保管箱，或需要修理或更換保管箱或保管箱鎖匙（或兩者），閣下須承擔任何相關費用、成本及開支：(i) 閣下未有交還鎖匙，(ii) 閣下要求新鎖匙或 (iii) 任何由閣下或閣下的任何代理人導致的其他原因（一般損耗除外）。
- 閣下不應 (i) 轉讓租約，(ii) 向任何其他人士分租保管箱，或 (iii) 與任何其他人士共用保管箱。

保證金及保管箱鎖匙

- 閣下須支付本行可不時設定金額的保證金。收取保證金後，本行會向閣下发給保管箱鎖匙一條（「鎖匙」）。鎖匙為本行財物，於租約因任何原因終止時，閣下須向本行交還鎖匙。
- 閣下須確保 (i) 除閣下及閣下妥為委任的代理人外，任何人士不得使用鎖匙，及 (ii) 閣下及閣下妥為委任的代理人僅使用鎖匙（而不是其他匙）開啟保管箱。
- 如遺失鎖匙，閣下必須立即通知本行。本行可以（但無責任）向閣下補發鎖匙，但本行須先獲取下列本行認為充分的文件及款項：
 - 遺失鎖匙的證據；
 - 閣下就遺失了鎖匙向本行提供的彌償；
 - 任何相關費用、成本及開支，包括 (i) 補發鎖匙及 (ii) 鑿開保管箱的費用、成本及開支；及
 - 任何追加保證金（如本行要求）。任何由本行補發的鎖匙都受本契約規管。

15. 本行有權 (i) 在租約期間保留保證金，及 (ii) 從保證金扣除閣下任何因保管箱所不時欠付本行的金額。本行會在閣下以本行認為滿意的方式交還保管箱及鎖匙後在合理可行的情況下盡快向閣下交還保證金或保證金的任何餘額（按情況適用）。

本行的權利及責任限制

16. 本行有權隨時開啟保管箱以進行本行認為需要或適當的維修及修理工作。除緊急維修或修理外，本行會就開啟保管箱給予閣下 (i) 合理通知及 (ii) 當本行開啟保管箱時讓閣下在場的機會。
17. 所有對保管箱、保管箱的鎖或鎖匙的修理、更換及改動必須由本行委任的人士進行。
18. 閣下須承擔使用保管箱的所有風險，但直接及純因 (i) 本行或 (ii) 本行的職員或僱員的疏忽或故意失責引致而屬直接及合理可預見的任何損失及損害除外。閣下須考慮為保管箱內存放的物品購買保險。

費用及收費

19. 本行有權不時設定及更改閣下就保管箱相關事宜而須支付的金額及支付時限。該等金額可包括租金、保證金及其他費用及收費。閣下可向本行位於香港任何一間分行查詢有關費用及收費的資料。
20. 如租約在 2013 年 11 月 1 日或之後開始，閣下須 (i) 透過閣下同名滙豐卓越理財、滙豐 One 或任何其他本行接納的戶口以自動轉賬功能支付每年租金；及 (ii) 在租約期間維持自動轉賬功能，以支付租金。

暫停或終止服務

21. 如閣下無意為租約續期，閣下須在目前租期到期前給予本行最少一個月或本行不時指定其他時段的書面通知，並須按第 25 條以本行認為滿意的方式交還保管箱及鎖匙。如本行未有收到該通知和保管箱及鎖匙，租約會被續期，而閣下亦須為下年度支付租金。
22. 本行可在下列情況在任何租期期間終止租約：(i) 當閣下未有履行任何本契約內的責任時，本行可給予閣下通知即時終止租約，或 (ii) 在任何其他情況下，本行可給予閣下最少一個月通知終止租約。
23. (a) 在不限制或削弱本行終止租約的權利的情況下，如出現下列事件（或其中任何一項），本行有權暫停閣下開啟保管箱，惟閣下仍須支付租金：
(i) 不論本行有否向閣下發出付款要求，閣下未有在租金到期時支付租金；及
(ii) 閣下未有履行在本契約下的任何其他責任。
- (b) 本行會給予閣下暫停服務通知，要求閣下支付所欠租金或履行有關責任。如閣下未有在本行發出通知日期後的 4 星期內支付所欠租金或履行有關責任，本行有權終止租約，而無須再向閣下發出通知。
24. 在租約因任何原因終止後，本行有權以任何本行認為適當的方式開啟保管箱及採取下列步驟（或其中任何一項），而無須再向閣下發出通知：
(a) 保留保管箱內的物品，及在本行認為適當的任何地點存放，存放的風險由閣下獨自承擔。本行有權為存放保管箱內的物品向閣下徵收合理的租金及費用；
(b) 在已先支付所欠的租金及費用的情況下，要求閣下取回保管箱內的物品；及
(c) 如閣下未有在本行發出的要求的日期後 12 個月內（或本行不時指定的其他時段內）支付所欠租金、履行有關責任或取回物品，本行有權 (i) 以公開拍賣、私人銷售或其他方式，出售或處置保管箱內的所有或任何物品，並由閣下承擔開支，及 (ii) 應用出售或處置物品所得的任何款項，以清還閣下在租約下欠付本行的任何金額。本行會在出售或處置保管箱內的物品前給予閣下最少 14 日通知。本行無須就出售或處置物品而引致閣下可能招致或蒙受的任何損失負責。

本條款賦予本行的權利是法律或任何其他協議賦予的任何權利之外的權利。

25. 不論閣下或本行因任何原因終止租約，閣下須在租約終止日當日中午 12 時或之前向本行交還保管箱及鎖匙。保管箱及鎖匙均須以本行認為良好及滿意的狀態交還予本行。
26. 除非本行已向閣下發出通知更改本契約，並已收到閣下按第 29 條發出的書面通知終止租約，否則如租約因任何原因亦不論由閣下或本行於租期期間終止，已付租金不會退回。在該情況下，本行只會收取按比例計算至終止租約生效日期的租金。有關終止租約生效日期後的任何已付租金將退回予閣下。

通訊

27. 除非本行另有指定，任何由本行向閣下發出的通訊，在本行向閣下最後通知本行的地址郵寄的 48 小時後視為已被閣下收到。

收集及披露閣下的資料

28. (a) 定義

本第 28 條中使用的詞語有下列涵義。本第 28 條中使用的詞語如未在以下定義，該詞語的涵義則載於本契約末端。

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份的法律。

關連人士指閣下以外的人士或單位，而其資料（包括個人資料或稅務資料）由閣下（或閣下代表）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、代表、代理或代名人，或與閣下建立了關係的任何其他人士或單位，而該關係關乎閣下及滙豐集團的關係。

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本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本行或滙豐集團成員的協議或條約。

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份。

服務包括 (a) 開立、維持及結束閣下的戶口，(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) 維持本行與閣下的整體關係，包括向閣下促銷服務或產品、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。

稅務資料指關於閣下稅務狀況或關連人士稅務狀況的文件或資料。

閣下資料指所有或任何有關閣下或關連人士的下列各項 (如適用)：(a) 個人資料，(b) 關於閣下、閣下的戶口、交易、使用本行產品及服務，及閣下與滙豐集團關係的資料，及 (c) 稅務資料。

凡提及單數則包括複數，反之亦然。

(b) 收集、使用及分享閣下資料

本第 28 (b) 條解釋本行如何使用關於閣下及關連人士的資料。適用於閣下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」) 亦包含有關本行及滙豐集團如何使用該等資料的重要信息。閣下應一併閱讀本條款及個人資料通知。本行及滙豐集團成員可按本第 28 條及個人資料通知使用閣下資料。

閣下資料不會披露予任何人士 (包括其他滙豐集團成員)，除非：

- 本行因應法律要求作出披露；
- 本行有公眾責任作出披露；
- 本行因正當的商業用途須要披露；
- 獲資料當事人同意作出披露；
- 按本第 28 條或個人資料通知所載作出披露。

收集

(i) 本行及其他滙豐集團成員可收集、使用及分享閣下資料。本行或本行代表或滙豐集團代表可要求提供閣下資料。閣下資料可直接從閣下、或從代表閣下的人士或其他來源 (包括公開資料) 收集，亦可與本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

(ii) 本行及滙豐集團成員可為下列用途使用、轉移及披露閣下資料：(i) 按本第 28 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 (不論是否有意對閣下採取不利行動) 而把閣下資料與本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

(iii) 本行可因應需要及適當用途向個人資料通知所載的接收者轉移及披露任何閣下資料，而該等接收者亦可為用途而使用、轉移及披露該等資料。

閣下的責任

(iv) 不時提供予本行或滙豐集團成員的閣下資料如有任何變更，閣下同意從速 (在任何情況下於 30 天內) 以書面通知本行。閣下亦同意從速回覆本行或滙豐集團成員就提供閣下資料的任何要求。

(v) 閣下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) 提供予本行或滙豐集團成員的資料 (包括個人資料或稅務資料) 按 (本行不時修改或補充的) 本第 28 條及個人資料通知所載處理、披露及轉移。閣下須知會該等關連人士他們有權索取及改正其個人資料。

(vi) 閣下同意本行按本條款及細則所述的方式使用、儲存、披露、處理及轉移所有閣下資料，並須作出任何適用資料保障法律或保密法律不時要求的行動，以容許本行如上述行事。如閣下未能或未有任何方面遵守 (v) 及 (vi) 列出的責任，閣下同意從速以書面通知本行。

(vii) 如：

- 閣下或任何關連人士未有按本行合理的要求從速提供閣下資料，或
- 閣下或任何關連人士拒絕給予或撤回任何本行為用途 (不包括向閣下促銷或推廣產品及服務有關的用途) 處理、轉移或披露閣下資料所需的任何同意，或
- 本行或滙豐集團成員就金融罪行或相關風險產生懷疑，

本行可能：

- 未能向閣下提供新服務或繼續提供全部或部分服務，並保留終止本行與閣下關係的權利；
- 作出所需行動讓本行或滙豐集團成員符合規責任；及
- 若本地法律許可，封鎖、轉移或結束閣下的戶口。

另外，如閣下未有按要求從速提供閣下或關連人士的稅務資料及隨附陳述書、豁免書及同意書，本行可自行判斷有關閣下或該關連人士的狀況，包括閣下或關連人士須否向稅務機關申報。本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。

(c) 金融罪行風險管理活動

(i) 金融罪行風險管理活動可包括：(i) 審查、攔截及調查任何指示、通訊、提取要求、服務申請，或任何閣下或替閣下收取或支付的款項；(ii) 調查款項的來源或預定收款人；(iii) 組合閣下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)，或確認閣下或關連人士的身份及狀況。

(ii) 本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、處理閣下的指示或服務申請，或提供全部或部分服務。在法律許可的情況下，對閣下或任何第三方就不論任何方式產生並蒙受或招致 (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，本行及任何滙豐集團成員無須向閣下或第三方負責。

(d) 稅務合規

閣下承諾自行負責了解及遵守閣下在所有司法管轄區有關及因開立及使用戶口或由本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份為自身作出相同承諾。某些國家的稅務法例具有跨領域效力，不論關連人士或閣下的居籍、住處、公民身份或成立地方。本行及任何滙豐集團成員均不提供稅務意見。本行建議閣下尋求獨立法律及稅務意見。閣下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本行或滙豐集團成員提供的服務的稅務責任，本行及任何滙豐集團成員均無須負責。

(e) 雜項

- (i) 如本第 28 條的條文與閣下與本行之間的任何其他協議或規管任何其他服務、產品、業務關係或戶口的條文有任何不一致，概以本第 28 條為準。
- (ii) 本第 28 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 28 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。

(f) 終止後繼續有效

即使閣下、或本行或滙豐集團成員終止對閣下提供任何服務或閣下的任何戶口結束，本第 28 條繼續有效。

更改本契約

29. 本行有權不時通知閣下更改本契約（包括費用及收費）。本行會以郵寄，在本行的範圍內公開張貼通知或以本行認為適當的任何其他方式通知閣下。如本行收到閣下在更改生效日期前以書面通知終止租約，閣下則不受有關更改約束。在該等情況下，租約將於本行收到通知的一個月後終止。

第三者權利

30. 除閣下及本行以外，並無其他人士有權按《合約（第三者權利）條例》強制執行本契約的任何條文，或享有本契約的任何條文下的利益。

管轄法律、管轄權及版本

31. 本契約受香港法律管轄並按其詮釋。
32. 閣下服從香港法院的非專有管轄權。本契約可在任何具司法管轄權的法院強制執行。
33. 本契約的英文版本與中文版本如有任何不一致，概以英文版本為準。本契約的任何中文版本僅供參考。

定義

適用法規指本行或閣下不時受約束或被預期會遵守的任何法律、法規或法庭命令，或由任何權力機關或行業或自律監管組織（不論在香港境內或境外）發出的任何規則、指令、指引、守則、通告或限制（不論是否具法律效力）。

權力機關指任何本地或外地司法、行政、公營或監管機構、執法機關、政府機關（包括稅務機關）、結算或交收銀行或交易所。

本契約指規管使用保管箱的本契約，可被不時修訂。

代理人定義見第 4 條。

生效日期定義見第 2 條。

香港指中華人民共和國香港特別行政區。

鎖匙定義見第 12 條。

租約定義見第 1 條。

人士包括個人、獨資經營、合夥、商號、公司、法團或非法團團體。

禁制物品定義見第 8 條。

保管箱定義見第 1 條。

本行、本行的指香港上海滙豐銀行有限公司及其繼承人及受讓人。

閣下或閣下的指保管箱的承租人及其繼承人或遺產代理人及，如文義允許，包括任何代理人。

Signature of Lessee 承租人簽署 X
Identification Document Type and Number 身分證明文件種類及號碼
Address 地址

For Bank Use Only 銀行專用
Branch Chop

Employment Information 職業資料

Employment Status 職業狀況	<input type="checkbox"/> + Self-Employed 自僱 (S) <input type="checkbox"/> + Full-time Employed 全職 (F) <input type="checkbox"/> + Part-time Employed 兼職 (P) <input type="checkbox"/> Student 學生 (T) <input type="checkbox"/> Housewife 主婦 (H) <input type="checkbox"/> Retired 退休 (R) <input type="checkbox"/> Not Currently Employed 非在職 (X) + For self-employed, full-time employed or part-time employed Customers, please also complete the employment information below. 自僱、全職或兼職的客戶，亦須填寫下列的職業資料。
Occupation 職業	
Job Title (if applicable) 工作職位 (如適用)	
Employer/Business 僱主/公司	Name 名稱： Industry 業務： <input type="checkbox"/> Manufacturing 製造 <input type="checkbox"/> Import/Export/Wholesale 出入口/批發 <input type="checkbox"/> Finance/Insurance 金融/保險 <input type="checkbox"/> Construction 建築 <input type="checkbox"/> Communications 通訊 <input type="checkbox"/> Retail 零售 <input type="checkbox"/> Business Services 商用服務 <input type="checkbox"/> Transport 運輸 <input type="checkbox"/> Real Estate 地產 <input type="checkbox"/> Restaurants 飲食 <input type="checkbox"/> Public Services 公共服務 <input type="checkbox"/> Hotel/Boarding Houses 酒店/旅館 <input type="checkbox"/> Personal and Household Services 個人/家居服務 <input type="checkbox"/> Amusement & Recreation Services 遊樂園及康樂活動 <input type="checkbox"/> Primary & Pre-primary Education 小學及學前教育 <input type="checkbox"/> General Secondary Education 中學 <input type="checkbox"/> Tech & Vocational Sec Edu 職業及專業教育 <input type="checkbox"/> Higher Edu & University 大學及專上課程 <input type="checkbox"/> Engineering 工程 <input type="checkbox"/> Hairdressing & Beauty 理髮及美容 <input type="checkbox"/> Health Care 醫療服務 <input type="checkbox"/> Union & Organisations 工會/組織活動 <input type="checkbox"/> Legal 法律 <input type="checkbox"/> Leisure & Entertainment 娛樂 <input type="checkbox"/> Charity (Non Govt Bodies) 慈善活動 <input type="checkbox"/> Travel & Tourism 旅遊 <input type="checkbox"/> Utilities (Electricity) 公用事業 (電力) <input type="checkbox"/> Utilities (Gas) 公用事業 (煤氣) <input type="checkbox"/> Utilities (Water) 公用事業 (水務) <input type="checkbox"/> Science and Technology 科學及資訊科技 <input type="checkbox"/> Industrial 工業 <input type="checkbox"/> Logistics 物流 <input type="checkbox"/> Sports Activities 體育活動 <input type="checkbox"/> Other (please specify) 其他 (請說明)：
Monthly Salary (HKD) 月薪 (港幣)	<input type="checkbox"/> below 5,000 以下 (0) <input type="checkbox"/> 5,000 - 9,999 (1) <input type="checkbox"/> 10,000 - 14,999 (2) <input type="checkbox"/> 15,000 - 19,999 (3) <input type="checkbox"/> 20,000 - 29,999 (4) <input type="checkbox"/> 30,000 - 49,999 (5) <input type="checkbox"/> 50,000 - 69,999 (6) <input type="checkbox"/> 70,000 - 99,999 (7) <input type="checkbox"/> 100,000 - 199,999 (8) <input type="checkbox"/> 200,000 or above 或以上 (9)

Account Activity Anticipated (Provide Only upon Request of the Bank)

預計戶口活動 (只須按照本行的要求而提供)

Initial and Ongoing Sources of Customer's Wealth or Income 初次及持續財富或收入來源	<input type="checkbox"/> Earning from Work 工作收入 <input type="checkbox"/> Earning from Business Interest 商業/公司收益 <input type="checkbox"/> Inheritance 資產繼承 <input type="checkbox"/> Personal Savings 個人儲蓄 <input type="checkbox"/> Return on Investment/Investment Matured 投資收益 <input type="checkbox"/> Earning Given by Spouse 由配偶給予的收入 <input type="checkbox"/> Sale of an Asset (e.g. Car, Property) 資產轉售 (例如：汽車、物業) <input type="checkbox"/> Winning Lottery/Prize Money 博彩獎金 <input type="checkbox"/> Other (please specify): 其他 (請說明)：
Level of Activity Anticipated 預計戶口活動	Total Number of Access to Safe Deposit Box 進入保管箱次數 Per Month: 每月： Per Year: 每年： Remarks 備註
Types of Other Banking Services that will be Used 將使用其他銀行服務類型	<input type="checkbox"/> General Banking Services (e.g. Cash, Cheques, Autopay and etc) 一般銀行服務 (例如：現金、支票、自動轉賬等) <input type="checkbox"/> Investment and Insurance Services 投資及保險服務 <input type="checkbox"/> Credit Services (e.g. Loans, Credit Cards and etc) 信貸服務 (例如：貸款、信用卡) <input type="checkbox"/> Remittance Services (e.g. Wire Transfer, Demand Draft) 匯款服務 (例如：電匯、匯票) <input type="checkbox"/> Other (please specify): 其他 (請說明)：
Types of Assets in the Safe Deposit Box 存入保管箱的資產	<input type="checkbox"/> Certificates 證書 <input type="checkbox"/> Jewellery 珠寶 <input type="checkbox"/> Legal Documents 法律文件 <input type="checkbox"/> Gold 黃金 <input type="checkbox"/> Cash 現金 <input type="checkbox"/> Passport, Birth Certificate 護照、出生證明書 <input type="checkbox"/> Insurance Policy 保單 <input type="checkbox"/> Other (please specify): 其他 (請說明)：

Declaration 聲明

1. I hereby authorise and request The Hongkong and Shanghai Banking Corporation Limited (the "Bank") to add/update my above personal information to the record maintained with the Bank as the Bank shall determine including, without limitation, any record(s) relating to my own personal account(s).
本人授權及要求香港上海滙豐銀行有限公司（「貴行」）可根據貴行的決定將本人上述的個人資料新增/補誌於貴行的紀錄，包括但不限於本人的任何個人戶口紀錄。
2. I hereby confirm that the information given above is correct and complete and authorise the Bank to verify the same from any source it may deem fit. I also undertake to notify the Bank immediately of any changes to the above information.
本人證實上述資料乃屬正確及完整，並授權貴行可向任何方面證實。本人亦同意如上述資料有任何改變，會立即通知貴行。

X

Signature of Lessee 承租人簽署

For Bank Use Only 銀行專用

- New PEP New SCC but not PEP

Maintenance Required

- Add CDS Code (for new SCC / PEP)

Customer	CDS Code	CDS Remarks (Please specify reason to be SCC and/or PEP)
PEP	"SCCS" and "PEPS"	
SCC but not PEP	"SCCS"	

Branch/Business Services Action Checklist

- SANC Risk Indicators checked
 Add CDS Code "SANT" after approval
 Add CDS Code "PAOI" after approval

ID Copy Yes Archived

Approval Required on CDS Out of Area Box Multiple Box

Note: Branch Action Checklist (For PRC/Out of Area Box/Multiple Box)
 Complete the "Account Activity Anticipated" Section to collect additional KYC information.

- CDS (K072, K073) Checked
 Existing Customer

Action to be taken by GZC

CUS (A001)

Remarks/Reason for approval of Out of Area/Multiple Box

Data Prepared by

Application Recommended by (if applicable)

Application Approved by (if applicable)

Branch Chop and Authorised Signature

(Name and Authorised Signature)

(Name and Authorised Signature)

The Hongkong and Shanghai Banking Corporation Limited ("we" or "us")

SUMMARY OF KEY TERMS (Safe Deposit Locker)

Service features and safe deposit locker branch locations		Reference
Service features	<ul style="list-style-type: none"> Highly secured lockers in different sizes for you to keep your valuables Available for HSBC Premier Elite, HSBC Premier or HSBC One customers You can get access to the safe deposit lockers during our business hours 	<ul style="list-style-type: none"> Safe Deposit Locker Factsheet
Safe deposit locker branch locations	<p><u>Hong Kong</u></p> <ul style="list-style-type: none"> 128 Queen's Road Central Branch (V Heun Building, 128-140 Queen's Road Central, Central) Central HSBC Premier Centre (29 Queen's Road Central, Central) Cheung Chau Branch (Lot No. 1116, Praya South, Cheung Chau) Des Voeux Road West Branch (Western Centre, 40-50 Des Voeux Road West, Sheung Wan) Hong Kong Office (1 Queen's Road Central, Central) North Point Branch (G/F, Winner House, 306-316 King's Road, North Point) Silvermine Bay Branch (DD4, Lot 667, Silvermine Bay, Lantau Island) <p><u>Kowloon</u></p> <ul style="list-style-type: none"> Mei Foo Sun Chuen Branch (79, Broadway Stage 4, Mei Foo Sun Chuen) Mong Kok Branch (673 Nathan Road, Mong Kok) Tsim Sha Tsui Branch (82-84 Nathan Road, Tsim Sha Tsui) <p><u>New Territories</u></p> <ul style="list-style-type: none"> Yuen Long Branch (G/F, HSBC Building Yuen Long, 150-160 Castle Peak Rd, Yuen Long) 	<ul style="list-style-type: none"> Safe Deposit Locker Factsheet
Fees		Reference
Fees and expenses	<ul style="list-style-type: none"> You must set up and maintain autopay from your account for the annual safe deposit locker rental fee. Annual rent is payable in advance before every renewal. The rent is determined according to the size of your safe deposit locker. You also need to pay a deposit for the key which is equivalent to the amount of the annual rent. You are required to pay fees and charges such as charge for loss of keys. We have the right to set and vary from time to time the amounts payable by you related to the safe deposit locker and the time of the payment. 	<ul style="list-style-type: none"> Conditions of Lease of Safe Deposit Locker (Individual) - Clauses 3, 12, 19 and 20

Key terms	Reference	
Use of safe deposit locker	<ul style="list-style-type: none"> You or your deputy should produce satisfactory evidence of identity before accessing your safe deposit locker. You should not permit any person other than your duly appointed deputy to access or use the safe deposit locker. You should not assign the lease, grant any sub-lease of the safe deposit locker to any other person, or share the use of your safe deposit locker with others. 	<ul style="list-style-type: none"> Conditions of Lease of Safe Deposit Locker (Individual) - Clauses 5, 6 and 11
Your rights and obligations	<ul style="list-style-type: none"> You should ensure that (i) no one other than you and your duly appointed deputy is permitted to use the key, and (ii) you and your duly appointed deputy should use only the key provided by us (and no other key) to access the safe deposit locker. If the key is lost, you must notify us immediately. You should use the safe deposit locker for depositing valuables and other property subject to any applicable law. In particular, you must ensure that the safe deposit 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. You should not use and should not permit any deputy to use the safe deposit locker for any illegal or unlawful purpose or for the storage of any item or matter that is explosive, inflammable, liquid, dangerous, illegal, corrosive or, in our reasonable opinion, is or is likely to become a nuisance to us or other safe deposit locker users (collectively, "Prohibited Items"). You undertake to keep us fully indemnified against all actions, proceedings, claims, damages, losses and costs which we may suffer, incur or sustain as a result of or in connection with any breach on your part of this condition or any other terms or conditions herein contained or of the regulations. If you do not accept any amendment of the Conditions of Lease of Safe Deposit Locker (Individual), you can give us written notice to terminate your lease with us before the date on which that amendment takes effect. Any rent in respect of the period after the effective date of termination will be refunded to you. 	<ul style="list-style-type: none"> Conditions of Lease of Safe Deposit Locker (Individual) - Clauses 8, 13, 14 and 26
Termination and suspension of service	<ul style="list-style-type: none"> If you do not intend to renew the lease, you should give us notice in writing at least one month before the expiration of the current term and return the safe deposit locker and the key to our satisfaction. If we do not receive such notice and the safe deposit locker and the key, the lease will be renewed and you will be required to pay rent for another year. 	<ul style="list-style-type: none"> Conditions of Lease of Safe Deposit Locker (Individual) - Clause 21
Our right and liabilities	<ul style="list-style-type: none"> We have the right to specify and vary any regulations governing access and use of the safe deposit locker from time to time. If we have reasonable suspicion that the safe deposit 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 of the regulations, we may call upon you or your deputy to immediately open the safe deposit locker for inspection. Should you or your deputy fail to open the safe deposit locker as required, we have the right to do the following (or any of them) without prior notice to you or your deputy or obtaining your or your deputy's consent, and we will not be liable to you: <ul style="list-style-type: none"> (a) break open the safe deposit locker and deal with or dispose of any Prohibited Item in any manner as we consider appropriate; (b) recover from you any reasonable cost and expenses incurred by us in disposing of that Prohibited Item; and (c) exercise any other right we may have in law or under any agreement. We have the right to access your safe deposit locker at any time for maintenance and repair. Except for emergency maintenance and repair, we will give you reasonable notice and the opportunity to be present during our access. Except for any loss and damage that is direct and reasonably foreseeable arising directly and solely from the negligence or wilful default by us or our officers or employees, you bear all the risks in using the safe deposit locker. 	<ul style="list-style-type: none"> Conditions of Lease of Safe Deposit Locker (Individual) - Clauses 5, 9, 16 and 18
Collection, use and sharing of information	<ul style="list-style-type: none"> We will not disclose information of your information to anyone (including other members of the HSBC group) except for the purposes listed in the Conditions of Lease of Safe Deposit Locker (Individual) and Notice relating to Personal Data (Privacy) Ordinance. 	<ul style="list-style-type: none"> Conditions of Lease of Safe Deposit Locker (Individual) - Clause 28 Notice relating to Personal Data (Privacy) Ordinance

Note: The information contained in this table summarises key product features and is for reference only. It does not replace any terms and conditions applicable to the Safe Deposit Locker.

SUMMARY OF KEY TERMS (Safe Deposit Locker)

Issued by The Hongkong and Shanghai Banking Corporation Limited

香港上海滙豐銀行有限公司 (「本行」)

資料概要 (保管箱)

服務特點及保管箱分行位置		參考
服務特點	<ul style="list-style-type: none"> 提供不同尺寸及具高度保安的保管箱予您保管您的財物 提供予滙豐卓越理財尊尚、滙豐卓越理財及滙豐 One 客戶 您可於本行營業時間內開啟保管箱 	<ul style="list-style-type: none"> 保管箱資料概覽
保管箱分行位置	<p>香港</p> <ul style="list-style-type: none"> 128 皇后大道中分行 (香港中環皇后大道中 128-140 號威亨大廈) 中環卓越理財中心 (香港中環皇后大道中 29 號) 長洲分行 (香港長洲南海傍路 1116 號地段) 德輔道西分行 (香港上環德輔道西 40-50 號西區中心大廈) 香港總行 (香港中環皇后大道中 1 號) 北角分行 (香港北角英皇道 306-316 號雲華大廈地下) 梅窩分行 (香港大嶼山銀礦灣 4 號) <p>九龍</p> <ul style="list-style-type: none"> 美孚新邨分行 (美孚新邨第 4 期百老匯街 79 號) 旺角分行 (旺角彌敦道 673 號) 尖沙咀分行 (尖沙咀彌敦道 82-84 號) <p>新界</p> <ul style="list-style-type: none"> 元朗分行 (新界元朗青山道 150-160 號元朗滙豐大廈地下) 	<ul style="list-style-type: none"> 保管箱資料概覽
費用		參考
費用及收費	<ul style="list-style-type: none"> 您須於您的戶口設立及維持自動轉賬功能以支付保管箱每年租金。 每年租金須於每次續租前預先支付。租金按保管箱尺寸釐定。 您亦須支付金額相等於一年租金的保管箱鎖匙之保證金。 您須支付費用及收費，例如遺失鎖匙等事件的收費。本行有權不時設定及更改您就保管箱相關事宜而須支付的金額及支付時限。 	<ul style="list-style-type: none"> 保管箱租賃契約 (個人) 第 3、12、19 及 20 條

主要條款	參考	
使用保管箱	<ul style="list-style-type: none"> • 您或您的代理人在開啟您的保管箱前，應出示足以證明身份的文件。 • 您不應容許您妥為委任的代理人以外的任何人士開啟或使用保管箱。 • 您不應向任何其他人士轉讓租約或分租保管箱，或與其他人士共用保管箱。 	<ul style="list-style-type: none"> • 保管箱租賃契約（個人）第 5、6 及 11 條
閣下的權利及責任	<ul style="list-style-type: none"> • 您須確保 (i) 除您及您妥為委任的代理人外，任何人士不得使用鎖匙，及 (ii) 您及您妥為委任的代理人僅使用本行提供的鎖匙（而不是其他鎖匙）開啟保管箱。如遺失鎖匙，您必須立即通知本行。 • 您須在任何適用法律的規限下，使用保管箱存放貴重財物及其他財物。特別注意，您須確保保管箱內不存放槍械、違禁藥物或任何與非法活動或財產有關的物品。您不應使用亦不應容許任何代理人使用保管箱作任何非法用途或存放任何具爆炸性、易燃、液體、具危險性、非法、具腐蝕性，或本行合理認為對本行或其他保管箱租用者構成或可能構成滋擾或妨害的項目或物品（「禁制物品」）。倘若您違反本條款，或本法規或有關規條內所載的任何其他條款或條件，您承諾就本行可能蒙受、涉及或出現的一切法律訴訟、索償、損失、虧損及費用作出全數賠償。 • 如您不接受任何保管箱租賃契約（個人）的更改，您於更改生效日期前可向本行發出書面通知終止租約。有關終止租約生效日期後的任何已付租金將退還給您。 	<ul style="list-style-type: none"> • 保管箱租賃契約（個人）第 8、13、14 及 26 條
終止及暫停服務	<ul style="list-style-type: none"> • 如您無意為租約續期，您須在現時租期到期前給予本行最少一個月的書面通知，並以本行認為滿意的方式交還保管箱及鎖匙。 • 如本行未有收到該通知和保管箱及鎖匙，租約會被續期，而您亦須為下年度支付租金。 	<ul style="list-style-type: none"> • 保管箱租賃契約（個人）第 21 條
本行的權利及責任	<ul style="list-style-type: none"> • 本行有權不時指定及更改規管開啟及使用保管箱的任何規則。 • 如本行有合理懷疑保管箱內存放任何禁制物品或該箱被作為不法用途或其使用有違反本法規或任何有關規條時，本行可隨時要求您或您的任何代理人立即開箱檢查。如不照辦，本行有權採取下列（或其中任何一項）行動，而無須事先通知您或您的任何代理人或獲取您或您的任何代理人同意，亦無須向您負責： <ul style="list-style-type: none"> (a) 以本行認為適當的任何方式鑿開該保管箱及處理箱內物件或處置任何禁制物品； (b) 向您追收為處置該禁制物品而招致的任何合理成本及開支；及 (c) 行使任何由法律或任何協議賦予本行的其他權利。 • 本行有權隨時開啟您的保管箱以進行維修及修理工作。除緊急維修及修理外，本行會給予您合理通知及當本行開啟保管箱時讓您在場的機會。 • 您須承擔使用保管箱的所有風險，但直接及純因本行或本行的職員或僱員的疏忽或故意失責引致而屬直接及合理可預見的任何損失及損害除外。 	<ul style="list-style-type: none"> • 保管箱租賃契約（個人）第 5、9、16 及 18 條
收集、使用及披露資料	<ul style="list-style-type: none"> • 本行不會披露您的資料予任何人士（包括其他滙豐集團成員），為保管箱租賃契約或關於個人資料（私隱）條例的通知所載目的而作出的披露則除外。 	<ul style="list-style-type: none"> • 保管箱租賃契約（個人）第 28 條 • 關於個人資料（私隱）條例的通知

注意：本表所載的資訊為主要產品特點的概要，僅供參考之用，並不取代任何適用於保管箱的條款及細則。