



CONDITIONS GOVERNING THE HIRING OF SAFE DEPOSIT BOX

1. For the purposes of these conditions governing the hiring of safe deposit box ("**Conditions**"):
 - (i) "Agreement" means, collectively, the Agreement for Hire of Safe Deposit Box and these Conditions;
 - (ii) "Bank" means RHB BANK BERHAD (Registration No. 196501000373 (6171-M));
 - (iii) "Box" means the safe deposit box agreed to be hired;
 - (iv) "Hirer" means a natural person or persons hiring (joint hiring) the Box and includes any person(s) authorised by the Hirer to operate and access the Box under the mandate (in the Bank's form) executed by the person who hired the Box;
 - (v) the masculine gender includes the feminine and neuter genders and vice versa.

2. Upon signing the Agreement, the Hirer shall:
 - (i) pay annual rental in advance, together with a deposit for the Box keys;
 - (ii) open a RHB Current or Savings account/-i and maintain a Standing Instruction, authorize the Bank to debit from his RHB current or savings account the amount of rentals due to the Bank for each subsequent year of renewal of the Agreement;
 - (iii) The hirer(s) must notify the branch in writing if the hirer(s) want to terminate or alter the Standing Instructions and such notice should reach the branch at least seven (7) calendar days before the date of payment and;
 - (iv) be entitled to use and have access to the Box, subject to the terms and conditions contained in the Agreement.

3. The Hirer is permitted to use the Box during the term of hire for the deposit of articles of a suitable nature in accordance with the Agreement. The Agreement shall not and does not grant the Hirer any greater or other interest.

4. The Bank shall not:
 - (i) be deemed to be a bailee of the contents of the Box or any part of such contents; nor
 - (ii) be affected by notice of any trust or equity attaching to such contents or any part of such contents.

Subject to Clause 8 of these Conditions, the nature and value of such contents shall be of no concern to the Bank.

5. Only the Hirer shall be permitted access to the Box. Sublet of the Box or any part of the Box is not allowed

6. Existing authorised person mentioned in Clause 1 (iv) herein is deemed to have the Hirer's full authority to remove or otherwise deal with the contents of the Box upon production of the keys, and the signature of the authorised person being verified to the satisfaction of the Bank.



7. Each Box shall have two (2) sets of keys, namely the A keys which shall be kept by the Bank, and the B keys which shall be given to the Hirer upon Safe Deposit Box deposit payment is made by Hirer(s)

The Hirer undertakes to keep the B keys very carefully. If any of the B keys is/are lost, stolen or mislaid, the Hirer shall immediately report it to the Bank. The Bank may, at the request of the Hirer, obtain a new B lock and the cost of such new B lock shall be paid by the Hirer. The Hirer undertakes not to make or cause to be made any duplicates of the B keys to the Box under any circumstances.

Unless and until the Bank is duly notified of the loss of the B keys, the Bank shall not be responsible for any loss or damage resulting from the Box being opened and the contents removed by any person producing the keys and impersonating the Hirer, unless such loss or damage is attributable to the Bank's gross negligence, willful misconduct, willful default or fraud.

All necessary repairs to the lock and/or keys shall be carried out exclusively by workmen nominated by the Bank. The expenses arising from the loss of the keys and of any repairs arising from other than the ordinary and reasonable use of the Box (including the cost of a new lock if required) shall be borne by the Hirer.

8. The Hirer shall not use or permit the Box to be used for the deposit of:
 - (i) any liquid; or
 - (ii) any item of an explosive, dangerous or offensive nature; or
 - (iii) anything which may become a nuisance to the Bank or the hirer of any other safe deposit box; or
 - (iv) for any other purpose than for the deposit of articles or documents of value.

The Hirer will on demand permit the Bank to inspect the contents of the Box for the purpose of ensuring that this condition is being complied with.

9. The Hirer may have access to the Box on any working day during the normal banking hours of the Bank on his signing an application for such access.

The Bank will not be bound to allow such access if the signature or thumbprint of the Hirer is not verified to the satisfaction of the Bank.

The Bank shall not be responsible for any loss or damage arising from the Bank refusing to give the applicant access to the Box by reason of the Bank not being satisfied as to the genuineness of the signature or the thumbprint.

The Bank may also refuse to allow access to the Box if the rent is in arrears and unpaid or any sum is due and owing to the Bank from the Hirer under the Agreement.

10. If:
 - (i) the rent is in arrears and unpaid for one (1) month after the due date; or



(ii) there is any breach or non-observance or non-performance of any of conditions under the Agreement on the part of the Hirer, the Bank shall be at liberty to terminate the Agreement with thirty (30) calendar days' prior notice in writing to the Hirer and the annual rental paid shall not be refunded by the Bank under any circumstances whatsoever.

In addition to any general lien which Bank may be entitled to under law, Bank shall have the full right and authority to set-off all arrears of the annual rental, tax and/or any other sum due and owing from the Hirer against the credit balance in any savings, current and/or fixed deposit accounts maintained by the Hirer with the Bank, with seven (7) calendar days' prior written notice to the Hirer.

11. The Agreement may be terminated by the Bank by giving the Hirer thirty (30) calendar days' prior notice in writing.

12. In the case of joint Hirers (regardless of the mode of operation), it is agreed as follows:-

- (i) In the event of the Agreement terminated by the Hirer, the written notice of termination shall be signed by the joint Hirers and the contents of the Box shall be removed in the presence of the joint Hirers depending on the conditions of operating the Box;
- (ii) In the event of the death of any one of the joint Hirers (of which written notification received by the Bank), the Bank is authorised to accept the authority of the survivor or any one of them (if more than one) and the Bank may allow such survivor (on producing the B keys) access to, and be wholly responsible for the hiring of the Box (including the right to remove or otherwise deal with the contents in the Box and/or terminate the Agreement). However, the Bank is not obliged to allow the survivor such access to the Box if the annual rental is in arrears and unpaid or a sum is due and owing to the Bank under the Agreement or if a court order directs otherwise. It is further confirmed that in complying with this condition herein, the Bank shall neither be responsible nor incur any liability whatsoever to the Hirer, the Hirer's legal representative(s) or any other person for any loss, damage, or destruction of the contents of the Box howsoever caused;

13. Where the Agreement is terminated by the Hirer, the annual rental paid shall not be refunded by the Bank under any circumstances whatsoever. Where the Agreement is terminated by the Bank under Clause 11, a portion of the annual rent, proportionate to the number of unexpired days left in that year, shall be refunded by the Bank provided that the rent for the current year has been paid by the Hirer.

14. On the termination of the Agreement by the Bank or the Hirer:

- (i) all the property deposited in the Box shall be removed by the Hirer and the B keys returned to the Bank.
- (ii) the receipt of the B keys will be acknowledged by the Bank by the refund of the deposit for the Box keys.



- (iii) if the contents of the Box are not removed or the B keys are not returned to the Bank on or before the termination of the Agreement, the Hirer shall be liable to pay the Bank double rent from the date of the termination until the contents of the Box be removed and the B keys returned to the bank.

15. In the event the B keys are not returned to the Bank:

- (i) within six (6) months from the termination of the Agreement under Clause 11 or Clause 12 (i) of these Conditions; or
- (ii) within six (6) months from the termination of the Agreement under Clause 10 of these Conditions,

the Bank shall have the right at any time thereafter, at the cost of the Hirer, to:

- (a) break open the Box; and
- (b) if the Bank thinks fit, to break the seal of any packet or container in the Box or unlock or break open any locked container,

without being responsible for the damage occasioned.

The Bank shall be at liberty to:

- (1) forward the contents of the Box by registered post or other reasonable means, at the Hirer's cost and risk, to the Hirer at the address referred to in Clause 20; or
- (2) at the Bank's option, retain and keep the said contents in such other safe or place or premises as the Bank may deem think fit, at the sole risk of the Hirer and without the Bank being responsible for any loss or damage resulting therefrom and subject to such charges as may be imposed by the Bank for the safekeeping of such contents unless the same is attributable to the gross negligence, willful misconduct, willful default or fraud of the Bank.

The Bank shall be entitled to charge a sum equal to double the rent payable under the Agreement for the period commencing from the date of termination of the Agreement until the Bank forwards the contents of the Box to the Hirer or until the Hirer shall remove the contents of the Box or until the contents are sold pursuant to Clause 16 below, whichever is the earlier.

16. The Bank shall have a lien or charge on the contents of the Box for the rent and all sums for which the Hirer may become liable to the Bank under the Agreement.

The Bank may at any time and from time to time, after the expiration of the six (6) months from the termination of the Agreement, with thirty (30) calendar days' prior notice in writing to the Hirer to break open the box, sell all or any of the contents of the Box.

Further to the preceding paragraph above, the Bank may forthwith dispose of (in such manner as the Bank shall at its discretion think fit, including, whichever is applicable, by way of sale by public auction, private treaty, destruction or surrender to the police or other authority), the whole or any part of the contents of the Box at the cost and expense of the Hirer; and the Bank shall not be liable for any loss or damage which may arise from or be occasioned thereby.



The net proceeds shall be applied in or toward satisfaction of the moneys due to the Bank for such rent or expenses, and the surplus proceeds of sale (if any) shall be retained by the Bank to the order of the Hirer without any liability on the part of the Bank for interest.

17. In the event of the death of the Hirer, his legal personal representative(s), on producing the B keys, may have access to and open the Box and remove all of the contents. This act shall automatically terminate the Agreement and the annual rental paid shall not be refunded by the Bank under any circumstances whatsoever.

Before the grant of probate or letter of administration is issued, the Bank may in its discretion, without being responsible for any loss, permit any person claiming to be entitled to administer the deceased Hirer's estate to open the Box and examine the contents in the presence of an official of the Bank. Such person shall not be permitted to remove any of the contents in the Box, except with the production of a will or testamentary paper evidencing that such person is appointed the executor.

18. In the event the Hirer shall become incapacitated by reason of insanity, then the Agreement shall automatically and without notice be terminated whereupon the Hirer shall be deemed to have ceased being in possession of the Box notwithstanding that the B keys have not been returned to the Bank.

19. In the event the Hirer or any one of the joint Hirers shall commit an act of bankruptcy, subject to a written notice to the Hirer(s), access to the Box shall be suspended and the Bank shall only allow access to the Box provided that Hirer provides written authorization from the Director-General of Insolvency / Malaysian Department of Insolvency to allow the relevant Hirer to access to the Box.

The Bank reserve the right, without being liable to all the Hirers of the box, to break open the box and forward all contents of the Box to Director General of Insolvency/ Malaysia Department of Insolvency. The joint Hirer who has not committed an act of bankruptcy shall reach out to Malaysia Department of Insolvency to claim the contents of the Box which belongs to them.

The Bank shall not be responsible for any loss or damage resulting from the Box being break opened. Upon all the content of the Box being handed over to Director General of Insolvency/ Malaysia Department of Insolvency, the Agreement shall automatically be terminated without prior notice whereupon the Hirer shall be deemed to have ceased being in possession of the Box notwithstanding that the B keys have not been returned to the Bank. The annual rental paid for current year shall not be refunded by the Bank under any circumstances whatsoever.

20. The Bank shall not be liable for any loss or damage to the contents of the Box due to theft, fire, negligence or any other cause, except for loss or damage to the contents of the Box due to burglary or robbery or where such loss or damage is attributable to the Bank's gross negligence, willful misconduct, willful default or fraud, for which the liability of the Bank shall under no circumstances whatsoever exceed the insured sum of RM10,000.00.



The Hirer may, if he so desires, arrange on his own additional insurance coverage for the contents of the Box if the value of such contents in his opinion exceeds RM10,000.00.

21. It is important that the Hirer informs the Bank of any change in the Hirer's contact details to ensure that all correspondence reach the Hirer in a timely manner.

Any notice left or sent by post in an envelope addressed to the Hirer at the address he has given to the Bank or at such other address as he may from time to time in writing instruct the Bank to substitute for the previous address given, shall be deemed to have been duly served on the Hirer in the due course of post despite that he may be dead or is no longer residing at such address or has left the country.

22. The Bank reserves the right to impose and/or revise the rentals rates, service fee and/or other charges from time to time with twenty one (21) calendar days' prior notice to the Hirer before the effective date. The Bank may, at its discretion, effect such notice by:

- (i) displaying the notice at the premises of the Bank or its branch offices or by mailing the said notice to the Hirer not less than twenty one (21) calendar days prior to the effective date; or
- (ii) posting the notice on the Bank's website.

Such revision or changes shall become effective on such dates as the Bank may elect to adopt and for which the Bank shall be entitled to debit from the Hirer's account.

23. The Bank shall be entitled to at any time by giving thirty (30) calendar days (or such other period as may be determined by the Bank) prior notice to the Hirer to relocate the Box to and/or at any other branch of the Bank or any other place as the Bank may determine. The relocation of the Box may be conducted on the expiration of the said notice.

24. The Hirer may exercise the options in respect of receiving marketing materials (including cross-selling, marketing and promotions) at any time by contacting the Customer Contact Centre:

Manager

RHB Banking Group

Customer Contact Centre

Level 4, Crystal Plaza, No. 4, Jalan 51a/223, Seksyen 51a,

41600, Petaling Jaya, Selangor, Malaysia

Telephone number: 03-9206 8118

Email: customer.service@rhbgroup.com

25. The Hirer shall bear all professional fees, taxes (including but not limited to service tax), and out-of-pocket expenses incurred and any other fees, expenses or recourse in respect of the Box.

26. These Terms and Conditions are to be read together with The Bank's Personal Banking Standard Terms and Conditions for the Services offered by RHB Bank Berhad at https://www.rhbgroup.com/files/others/terms-conditions/personal_banking_tnc_eng.pdf.