

Terms and Conditions for Safe Deposit Box Rental (“Terms and Conditions”)**1. Definitions**

In these Terms and Conditions;

“Box” means the safe deposit box provided by Wealthy Safe Deposit Box Services Limited to the Renter pursuant to these Terms and Conditions;

“Wealthy Safe Deposit Box Services Limited” means Wealthy Safe Deposit Box Services Limited and its successors and assigns;

“Keys” means the two keys provided by Wealthy Safe Deposit Box Services Limited to the Renter for the purpose of enabling the Renter to use and operate the Box pursuant to these Terms and Conditions; and

“Renter” means any person to whom Wealthy Safe Deposit Box Services Limited has provided the Box pursuant to these Terms and Conditions and, where the context permits or requires, includes a joint renter and their respective personal representatives and lawful successors.

2. Production of Hong Kong Identity Card and/or other evidence

Wealthy Safe Deposit Box Services Limited may at any time require the production by the Renter of his Hong Kong Identity Card or such other evidence of identification as Wealthy Safe Deposit Box Services Limited may think fit when applying to have access to the Box.

3. Period for rent and deposit payment

Subject to sooner termination as hereinafter provided, the period for the renting of the Box shall be quarterly (every three months). The rental for the first period shall be payable on the signing hereof and thereafter the rental shall be payable quarterly in advance without any deduction. Wealthy Safe Deposit Box Services Limited reserves the right to charge a service fee for any late payment of the rental at such rate as Wealthy Safe Deposit Box Services Limited may from time to time prescribe at its discretion. In the event of default in payment of the rental for one month, Wealthy Safe Deposit Box Services Limited will be entitled but not be bound to terminate the renting of the Box at any time thereafter without notice.

4. Specimen signatures

The Renter shall furnish Wealthy Safe Deposit Box Services Limited or shall cause to be furnished to Wealthy Safe Deposit Box Services Limited with his specimen signature or signatures or the specimen signature of any other person who will be authorised by the Renter to have access to the Box. In case a chop or seal is used by the Renter or by such other person as aforesaid to have access to the Box, the Renter shall furnish Wealthy Safe Deposit Box Services Limited or shall cause to be furnished to Wealthy Safe Deposit Box Services Limited with a specimen impression of such chop or seal. At the Renter’s own risk, Wealthy Safe Deposit Box Services Limited will be entitled to allow such person to have access to the Box as will present to Wealthy Safe Deposit Box Services Limited an application in Wealthy Safe Deposit Box Services Limited’s prescribed form for such purpose which application will bear such an impression of the chop or seal as in the opinion of Wealthy Safe Deposit Box Services Limited’s

officer will correspond with the specimen impression furnished or caused to be furnished to Wealthy Safe Deposit Box Services Limited by the Renter or such other person as aforesaid.

5. Keys

The Renter undertakes to keep the Keys in safe custody and to use or allow person authorized by him to use only one of the Keys and no other key to open the Box. The Keys remain the property of Wealthy Safe Deposit Box Services Limited at all times and the Renter undertakes to surrender the Keys to Wealthy Safe Deposit Box Services Limited in good condition upon the termination of the renting of the Box.

In the case of Renter losing one of the keys, of which requires a lock changing, a service charge of \$300 HKD will be required. In the case of Renter losing both keys, of which requires a box opening, will be charged at \$800 HKD.

6. Business hours and application to open Box

Access to the Box may only be made during such business hours as Wealthy Safe Deposit Box Services Limited will from time to time announce. The Renter agrees to comply with such procedure rules and regulations governing the use and operation of safe deposit boxes from time to time adopted by Wealthy Safe Deposit Box Services Limited ("the said Rules"). If the signature subscribed on the form for access to the Box or impression of the chop or seal on the said application form for access to the Box is in the opinion of Wealthy Safe Deposit Box Services Limited's officer not corresponding with the specimen kept by Wealthy Safe Deposit Box Services Limited. Wealthy Safe Deposit Box Services Limited will be entitled to refuse the application to access the Box.

7. Appointment of attorney

The Renter agrees that should the Renter appoint any attorney, such appointment will be made in Wealthy Safe Deposit Box Services Limited's prescribed form or in such other form as will be acceptable to Wealthy Safe Deposit Box Services Limited but not otherwise.

8. Wealthy Safe Deposit Box Services Limited's right to close vault in emergency

If in Wealthy Safe Deposit Box Services Limited's opinion there is an emergency, Wealthy Safe Deposit Box Services Limited will have the right to close the vault and suspend access to the Box at any time even during business hours and may require anyone for the time being in the vault to leave there immediately.

9. Liability of the Wealthy Safe Deposit Box Services Limited

The Renter acknowledges and agrees that Wealthy Safe Deposit Box Services Limited is not in any way obliged to, and will not, take out any insurance in respect of the contents of the Box ("Contents") against any risk. The Renter agrees that the Renter is solely responsible for taking out the Renter's own insurance in respect of the Contents for such amounts and against such risks as the Renter may consider appropriate in the Renter's own circumstances.

The Renter acknowledges and agrees that Wealthy Safe Deposit Box Services Limited's duty is to provide a safe deposit box within a vault which is in line with the standard of security and safety generally or customarily expected for similar types of safe deposit box provided by a retail bank in the Hong Kong Special Administrative Region at a

comparable level of fees or charges. The Renter also fully understands that outside the normal business hours when the relevant safe deposit box vault of Wealthy Safe Deposit Box Services Limited is open for access, there is little or no air-conditioning in such vault and the Renter agrees not to put in the Box any item which may be sensitive to change in room temperature. Accordingly, the Renter acknowledges and agrees that in respect of any loss of or damage to the Contents caused by the temperature changes in the relevant safe deposit box vault or under any other circumstances which are beyond the reasonable control of Wealthy Safe Deposit Box Services Limited (including without limitation terrorist attacks, war, civil commotion, natural disasters or other natural causes), Wealthy Safe Deposit Box Services Limited shall not be liable for any such loss or damage.

Unless due to the negligence, willful default, fraud or dishonesty on the part of Wealthy Safe Deposit Box Services Limited or any of Wealthy Safe Deposit Box Services Limited's employees or authorised agents acting in the course of his employment or appointment and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom, Wealthy Safe Deposit Box Services Limited does not assume any liability or responsibility to the Renter for any loss of or damage to the Contents.

Each of the provisions in these Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid and unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

10. Wealthy Safe Deposit Box Services Limited's right to refuse access to the Box

Wealthy Safe Deposit Box Services Limited will have the right to refuse access to the Box in any of the following events:

- a. When Wealthy Safe Deposit Box Services Limited has any doubt as to the genuineness of the signature or impression of the chop or seal on the form of application for opening the Box.
- b. When the rent has not been duly paid.

If any of the terms or conditions herein or any of the said Rules has not been observed or complied with.

11. Prohibition to use Box illegally and the Wealthy Safe Deposit Box Services Limited's right to have the Box opened

The Renter undertakes not to use the Box for any illegal or unlawful purpose or for the storage of any explosive, inflammable liquid or any illegal, unlawful or dangerous article or article of an offensive or corrosive nature or such other thing as in Wealthy Safe Deposit Box Services Limited's opinion is or may become a nuisance. The Renter undertakes to keep Wealthy Safe Deposit Box Services Limited fully indemnified against all actions proceedings, claims, damages, losses and costs which Wealthy Safe Deposit Box Services Limited may suffer, incur or sustain by reason or as a result or in consequence of any breach on the Renter's part of this condition or any other terms or conditions herein contained or of the said 'Rules'. If Wealthy Safe Deposit Box Services Limited should suspect that the Box contains such article as aforesaid or is being used for any unlawful purpose or otherwise in contravention of any of the terms or conditions herein or any of the said Rules Wealthy Safe Deposit Box Services Limited may call upon the Renter or the Renter's attorney to open the Box for inspection. Should the Renter or the Renter's attorney fail to open the Box as required, Wealthy Safe Deposit Box Services Limited may have the Box broken open at the

Renter's risks and costs and deal with or dispose of the contents thereof at the Renter's risks and costs as Wealthy Safe Deposit Box Services Limited may think fit.

12. Wealthy Safe Deposit Box Services Limited's right to demand open of Box and remove Box

If Wealthy Safe Deposit Box Services Limited wishes to effect any repair in any part of the vault where the Box is located or to change the location of the Box without having to open it Wealthy Safe Deposit Box Services Limited will be at liberty without further notice to or consent from the Renter to have the Box removed to other part of the vault or Wealthy Safe Deposit Box Services Limited's premises or alternatively to terminate the renting of the Box by giving the Renter one month's previous notice of Wealthy Safe Deposit Box Services Limited's intention to do so. In which case Wealthy Safe Deposit Box Services Limited will refund to the Renter a proportionate part of the quarter rental already paid to Wealthy Safe Deposit Box Services Limited for the unexpired period of the hire. If the Renter fails to surrender the Box to Wealthy Safe Deposit Box Services Limited at the expiration of the notice, Wealthy Safe Deposit Box Services Limited will be at liberty to effect the removal of the Box without any further notice, in addition to and apart from Wealthy Safe Deposit Box Services Limited's rights under clause 18a hereof.

13. Compliance with requests from Authorities

Wealthy Safe Deposit Box Services Limited may, without prior notice to or consent from the Renter, permit any judicial, administrative, public or regulatory body, government, court or law enforcement body (the Authorities") which has jurisdiction over Wealthy Safe Deposit Box Services Limited to have access to any information, records or documents in relation to the Box when requested to do so by any of such Authorities, including having the Box broken open at the Renter's risks and costs in such manner as Wealthy Safe Deposit Box Services Limited may in its absolute discretion think fit, and Wealthy Safe Deposit Box Services Limited will not be responsible for any damage or loss which the Renter may suffer or sustain by reason or as a result or in consequence thereof.

14. Prohibition to sub-let

The Renter shall not assign, sublet or underlet the Box to anybody.

15. No refund of rental if renter terminates renting

If the Renter should decide to cancel or discontinue the renting of the Box at any time before the period of 12 months expires, the Renter shall not be entitled to any refund of the quarter rental already paid or any part thereof.

16. Wealthy Safe Deposit Box Services Limited's right to terminate renting before expiration of lease

Notwithstanding anything herein contained to the contrary, Wealthy Safe Deposit Box Services Limited may without assigning any reason terminate the renting of the Box by giving the Renter one month's previous notice in writing of Wealthy Safe Deposit Box Services Limited's intention to do so, in which case the Renter shall be entitled to a refund of a proportionate part of the quarter rental already paid in respect of the unexpired period of the renting.

17. Renter's obligation to return Keys and remove contents

Upon the termination of the renting of the Box for any reason whatsoever, the Renter shall at once open the Box, take out all the contents of the Box and return the Keys to Wealthy Safe Deposit Box Services Limited in good condition. Without prejudice to Wealthy Safe Deposit Box Services Limited's right under clause 18a hereof, Wealthy Safe Deposit Box Services Limited will be entitled to charge rental for the Box until the Keys have been surrendered to Wealthy Safe Deposit Box Services Limited in the said condition.

18. A) Wealthy Safe Deposit Box Services Limited's right to break open the Box and to deal with and/or dispose of contents

If the Renter fails to open the Box and/or remove the contents thereof and return the Keys when called upon to do so in pursuance of any of the provisions herein or of the said Rules or when the renting of the Box is terminated for any reason whatsoever, Wealthy Safe Deposit Box Services Limited will without prejudice to any other remedy be at liberty, without any further notice, to have the Box broken open and to have the contents thereof dealt with or disposed of at the Renter's risks and costs in such manner as Wealthy Safe Deposit Box Services Limited may in its absolute discretion think fit, and Wealthy Safe Deposit Box Services Limited will not be responsible for any damage or loss which the Renter may suffer or sustain by reason or as a result or in consequence thereof. For the purpose of breaking open the Box and/or disposing of its contents, Wealthy Safe Deposit Box Services Limited may, but is not bound to employ the services of a notary public, solicitor, auctioneer and/or other agents, contractors or workmen whatsoever. The Renter shall be responsible for all the costs to be incurred by Wealthy Safe Deposit Box Services Limited in carrying out the said breaking dealing and disposal operations, which shall include all disbursements to be paid by Wealthy Safe Deposit Box Services Limited for the services of a solicitor or notary public and auctioneer and other parties whatsoever. Without prejudice to the generality of the foregoing. Wealthy Safe Deposit Box Services Limited will have the right to sell the contents of the Box or any part thereof without any further notice to the Renter either by public auction or by private treaty and apply the proceeds thereof in payment of the costs to be incurred by Wealthy Safe Deposit Box Services Limited and any outstanding money owing to Wealthy Safe Deposit Box Services Limited, it being understood that the Renter shall make good the deficiency, if any, when called upon to do so.

B) Wealthy Safe Deposit Box Services Limited's right to release the contents upon break open of the Box

Subject to Wealthy Safe Deposit Box Services Limited's rights herein. Wealthy Safe Deposit Box Services Limited may release the contents of the Box or any part thereof to the Renter or the Renter's attorney(s) and a confirmation or receipt or acknowledgement therefore in whatsoever forms signed by the Renter or the Renter's attorney(s) on the delivery by Wealthy Safe Deposit Box Services Limited of the said contents shall:

- a. discharge Wealthy Safe Deposit Box Services Limited of all responsibilities;
- b. release Wealthy Safe Deposit Box Services Limited from all actions, suits, proceedings, accounts, claims and demands whatsoever which may be laid against Wealthy Safe Deposit Box Services Limited for or on account or in relation to these Terms and Conditions or the contents of the Box or any act cause matter or thing in connection herewith; and
- c. be conclusive evidence of discharge and release as aforesaid.

19. Loss of Keys

The Renter undertakes to notify Wealthy Safe Deposit Box Services Limited in writing immediately upon the loss of any or both of the Keys and fill in such form regarding the loss as Wealthy Safe Deposit Box Services Limited may from time to time prescribe. The Renter shall not be entitled to have the Box broken open or to have its lock replaced except on such terms and conditions as will be acceptable to Wealthy Safe Deposit Box Services Limited. In any event Wealthy Safe Deposit Box Services Limited will not be responsible for any damage to or loss of any of the contents of the Box by reason or as a result or in consequence of the Box having to be broken open.

20. Loss of chop or seal

The Renter undertakes to notify Wealthy Safe Deposit Box Services Limited in writing immediately upon the loss of the chop or seal, an impression of which is used as authority for access to the Box, and to fill in such form regarding the loss as Wealthy Safe Deposit Box Services Limited may from time to time prescribe. The Renter shall not be entitled to have access to the Box without producing on Wealthy Safe Deposit Box Services Limited's prescribe form an impression of the chop or seal in question except on such terms and conditions as will be acceptable to Wealthy Safe Deposit Box Services Limited. Wealthy Safe Deposit Box Services Limited will not be responsible for allowing any access to the Box on the authority of the authorized impression of a chop or seal before the receipt of such notice of loss or within a reasonable time after the receipt of such notice.

21. A) Death of Single Renter/Sole Proprietor

(Applicable where there is only one Renter or the Renter is a sole proprietor) In the absence of Wealthy Safe Deposit Box Services Limited's actual notice of the death of the Renter, any authority given to an attorney to have access to the Box shall continue to be valid. Upon written notice of such death is given to Wealthy Safe Deposit Box Services Limited or when Wealthy Safe Deposit Box Services Limited have actual notice of the death of the Renter, every such authority shall automatically cease and determine. Access to the Box shall thereupon only be allowed to the duly constituted legal personal representative of the deceased Renter 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 Wealthy Safe Deposit Box Services Limited, Wealthy Safe Deposit Box Services Limited 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 Box at any time after the death of the Renter for the purpose only of making an inventory of the contents thereof, Wealthy Safe Deposit Box Services Limited shall not be held liable in any way for permitting such access. Nothing herein shall affect the liability for the rent of the Box, which shall continue until the Box shall be surrendered to Wealthy Safe Deposit Box Services Limited.

B) Death of Joint Renter/ Partnership

(Applicable where there are two or more Renter, or the Renter is a partnership) In the absence of Wealthy Safe Deposit Box Services Limited's actual notice of the death of any one of the joint renter, any authority given by them to an attorney to have access to the Box shall continue to be valid. Upon written notice of such death is given to

Wealthy Safe Deposit Box Services Limited or when Wealthy Safe Deposit Box Services Limited have actual notice of the death of any one of the joint renter, every such authority shall automatically cease and determine. Wealthy Safe Deposit Box Services Limited is authorised to hold the Box and its contents to the order of the survivor or the survivors of the Renter without prejudice, however, to any rights Wealthy Safe Deposit Box Services Limited may have in respect thereof and also subject to any applicable laws, rules and regulations or any guidelines or directions given by any relevant authority (whether having the force of law). Access to the Box shall only be allowed to the survivor or survivors of the Renter or to any attorney duly appointed by any one of the survivors, subject to any applicable laws, rules and regulations or any guidelines or directions given by any relevant authority (whether having the force of law), and such other person(s) as may for the time being permitted under applicable laws, rules and regulations. Upon the death of the last survivor of the Renter, access to the Box shall only be allowed to the duly constituted legal personal representative of such last survivor 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 Wealthy Safe Deposit Box Services Limited. Wealthy Safe Deposit Box Services Limited allows any solicitor or other person purporting to act for the personal representative (or the intended personal representative) of such last survivor to have access to the Box at any time after his/her death for the purpose only of making an inventory of the contents thereof. Wealthy Safe Deposit Box Services Limited shall not be held in any way for permitting such access and the Renter agrees to indemnify Wealthy Safe Deposit Box Services Limited in respect of any claim which may be made against Wealthy Safe Deposit Box Services Limited as a result of the Wealthy Safe Deposit Box Services Limited's permitting such access. Nothing herein shall affected the liability for the rent of the Box, which shall continue until the Box shall be surrendered to Wealthy Safe Deposit Box Services Limited.

22. Serving of notice on Renter

Any notice required to be given to the Renter shall be sufficiently served on the Renter if sent by registered post to the last known address of the Renter and shall be deemed to have been received by the Renter on the day following that on which the same was posted, its return by the Post Office to Wealthy Safe Deposit Box Services Limited notwithstanding.

23. Renter's change of address

The Renter undertakes to notify Wealthy Safe Deposit Box Services Limited in case of any change of address. Until Wealthy Safe Deposit Box Services Limited has been notified of the change of address, the Renter's address registered with Wealthy Safe Deposit Box Services Limited shall be deemed to be the Renter's address and any notice to the Renter sent to that address shall be deemed to have been duly sent.

24. Wealthy Safe Deposit Box Services Limited's right to amend charges

The Renter agrees that except for the first year of the opening of the Box, Wealthy Safe Deposit Box Services Limited reserves the right from time to time to increase the rental for the Box and also the amount of the deposit payable by the Renter as security for the due observance and performance by the Renter of these Terms and Conditions.

25. Wealthy Safe Deposit Box Services Limited's right to amend Terms and Conditions

Wealthy Safe Deposit Box Services Limited shall be entitled to revise these Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time and any revision and/or addition to these Terms and Conditions shall become effective subject to Wealthy Safe Deposit Box Services Limited's notice (for a period of 30 days for any variation affecting fees and charges and liabilities or obligations of the Renter or for such reasonable period as Wealthy Safe Deposit Box Services Limited may prescribe in the case of any other variations) which may be given by display, advertisement or other means as Wealthy Safe Deposit Box Services Limited thinks fit, and shall be binding on the Renter if the Renter continues to use or retain the Box after the effective date thereof.

26. Debt collection agency

Wealthy Safe Deposit Box Services Limited may appoint any other person as its agent to collect any or all indebtedness owned by the Renter to Wealthy Safe Deposit Box Services Limited and the Renter shall be responsible for all costs and expenses of reasonable amount and reasonable incurred by Wealthy Safe Deposit Box Services Limited for that purpose on each occasion.

27. Personal data

The Renter acknowledges and agrees that all personal data relating to the Renter shall not be used and disclosed by Wealthy Safe Deposit Box Services Limited other than for such purposes and to such persons for the implementation and enforcement of the applicable terms and conditions for the renting of the Box.

28. Interpretation clause

It is declared that in the construction of these presents the words "access to the Box" shall include the right to open the Box and to remove therefrom and to place therein anything and otherwise to use or operate the Box in any manner whatsoever at any time and from time to time and that unless the contrary intention appears, words importing the masculine gender shall include feminine and neuter genders, and words in the singular shall include plural and vice-versa. Clause Heading shall be ignored in the interpretation of these Terms and Conditions.

29. Language

The Renter agrees that in the construction and interpretation of these Terms and Conditions, the English text prevails and the Chinese version is provided for the Renter's information only and is not intended to have any legal effect.

30. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

Note: In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.

RENTER'S REFERENCE COPY