

Safety Deposit Box License Agreement

Terms and Conditions

- 1. LICENCE.** We, HSBC Bank Canada, by entering into this Agreement with the Boxholders listed on the attached form (together or each on your own referred to as “you”), are giving you a license to access and use the Box under these Terms and Conditions.
- 2. RELATIONSHIP.** Our relationship with you under this Agreement is one of licensor and licensee. It is not a landlord and tenant relationship. We also do not hold the Box or its contents as your trustee and we will not, under any circumstances, agree to become or act as your trustee or a fiduciary in respect of the Box or its contents (this means that we do not promise that we act at all times for your sole benefit and interest in priority to our own interests). We do not have possession of or supervision over the contents of the Box, except if we open and remove the contents of the Box and we retain physical possession of the contents of the Box, as permitted by this Agreement or laws that apply to us.
- 3. ACCESS.** We will give you or, if you are not an individual, your authorized officials who you appoint under section 4, access to the Box during normal business hours of the Branch. We may limit or refuse your access to the Box at any time and without telling you first, if we think it is necessary to do so to protect us, our customers, including you, or our employees from danger or loss, if required by laws that apply to us or by court order to limit or refuse access to the Box, or if we in our sole discretion, believe that you are using the Box in any way that is prohibited by this Agreement. **If we exercise our rights to limit or refuse you access to the Box, we will not be responsible for any consequences of our refusal to give you access to the Box, including any delay, damage or inconvenience you may suffer as a result.** We will take reasonable steps to ensure that only you or your appointed agents, mandataries, attorneys or your authorized officials are provided with access to the Box. Before giving you, your agent, mandatary, attorney, or authorized official access to the Box, we may require presentation of identification acceptable to us. However, failure to require presentation of identification alone shall not be a breach of our obligations under this Agreement.
- 4. APPOINTMENT.** If you are an individual, you may, in any manner and form acceptable to us, appoint one or more attorneys (under a power of attorney) or agents or mandataries and give them the authority to access the Box and its contents and to act on your behalf for the purposes of this Agreement. If you are not an individual, you may appoint one or more persons as your authorized officials, to access the Box and its contents and to act on your behalf for the purposes of this Agreement. We may require that you deliver documents that state the authority of your authorized officials. These documents may include the following: (i) if you are a corporation, society, association or other organization, a resolution of your directors, in a form acceptable to us and certified by at least two officers of the organization; or, (ii) if you are a partnership or joint venture, a resolution certified by at least two of your partners or members. The agents, mandataries, attorneys or authorized officials who are appointed under this section 4 must agree to the terms of this Agreement. They will have the power to instruct us on your behalf and their instructions will bind you. We may choose to refuse to accept the appointment of an agent, mandatary, attorney, or authorized official you may wish to appoint under this Agreement. We may also require that your agent, mandatary, attorney, or authorized official sign an acknowledgement and agreement to be bound by these Terms and Conditions before allowing them access to the Box. **Our employees are prohibited from acting as your agent, mandatary, attorney, or authorized official in respect of the Box, and are prohibited from holding keys to the Box on your behalf. Violation of this rule by you relieves us from any responsibility or liability, direct or indirect, that we may have under this Agreement and for the conduct of any of our employees appointed or holding keys in violation of this rule. You agree that any such employee acts solely as your agent in respect of the Box and its contents, and are not doing so in the course of their employment with us.**



5. MULTIPLE BOXHOLDERS/ATTORNEYS/AUTHORIZED OFFICIALS. If there is more than one Boxholder or you have appointed more than one attorney, agent, mandatary, or authorized official under section 4, you may instruct us in writing that all of you, a stipulated number of you, or all or a stipulated number of your attorneys, agents, mandataries or authorized officials must give instructions to us together. If you do not give us those instructions and also ensure that those instructions are received in writing by the branch at which the Box is located, each of you or each of your attorneys, agents, mandataries or authorized officials may do the following without having to give notice to the other Boxholders, attorneys, agents, mandataries, or authorized officials:

- (i) access the Box alone;
- (ii) remove the contents of the Box or place items in the Box alone; and
- (iii) terminate this Agreement alone.

You must settle disagreements you might have with other Boxholders or with or amongst your attorneys, agents, mandataries, or authorized officials directly with those persons (or their estate if they have died). We are not responsible for problems or disagreements you may have with those persons and shall not be liable for the conduct of any such persons in the event of a claim or dispute relating to the Box or its contents, that may include, amongst other things, disputes about access to the Box, addition of contents to the Box, removal of contents of the Box, or damage caused to the contents of the Box.

6. OUR LIABILITY IS LIMITED. Our responsibility is limited to the exercise of ordinary diligence in giving access to the Box and in preventing the opening of the Box by unauthorized persons. We are not responsible for any unauthorized access or loss or harm an unauthorized access causes, unless the unauthorized access was caused only by our gross negligence or our willful misconduct or our intentional or gross fault. If any part or all of the contents of the Box are lost or damaged, that will not give rise to any proof or assumption that the Box has been opened without proper authority or that we have breached this Agreement. You will also have no claim against HSBC Bank Canada for loss or damage to the contents of the Box unless you prove that the loss or damage was not caused or contributed to by you or any of your directors, officers, employees, attorneys, agents, mandataries or authorized officials, or a member of your household or the household of any such persons. If our liability is not excluded by this Agreement, our maximum liability for any claim relating to the Box, its contents, or this Agreement will be the lesser of \$500 or the actual fair market value of the proven contents of the Box at the time they were placed in the Box. In no circumstances will we be liable or responsible for any indirect, consequential, special, aggravated, punitive or exemplary damages, regardless of the basis for the claim. In no circumstances will we be responsible for any delay, damage, or inconvenience caused by an accident or failure in the working of the Box, the vault or the mechanism of any lock, or caused by a superior force, fire, theft or act of God, or in relation to any items that are prohibited from being placed or retained in the Box by law or under this Agreement, or that are or have been acquired by you with the proceeds of a crime, or are unlawfully possessed by you.

7. INSURANCE. You will maintain insurance for the contents of the Box for the full insurable value of the contents against loss and damage from all risks including but not limited to fire, explosion, leaking water, theft and fraud. We will not be liable for any loss that is covered or would have been covered by insurance that you are obligated to obtain under this Agreement.

8. COMPLIANCE. You understand that we have obligations to comply with applicable laws, regulations, orders, grants or appointments that may require that we take or refuse to take certain actions in connection with this Agreement, the Box or the contents of the Box. We may become required to take such action without disclosure of the reasons to you. For example, we may be obliged to permit the execution of any warrant or legal process that authorizes entry or search of the Box or its contents and to keep the warrant or other process confidential from you. You agree that we may deny or restrict access to the Box by the Boxholder, its agents, mandataries, attorneys, and authorized officials, without disclosure of the reasons for the denial or restriction, as may be required by any applicable law, regulation, order, grant or appointment, or if, in our sole discretion, we think such denial or restriction is necessary to maintain the integrity of an investigation undertaken by us in respect of your compliance with any law, regulation, order, grant or appointment or this Agreement, or to manage the risk associated with our business.

- 9. LAWFUL PURPOSES AND RESTRICTIONS ON USE.** You agree to use the Box for lawful purposes only. You also agree that you will not place in the Box: cash, currency or legal tender of any country or jurisdiction; or any item that conflicts with any laws, rules or regulations regarding fires or health; or any item that we think is a danger or nuisance or unlawfully possessed or placed in the Box to facilitate or hide an unlawful act, such as illegal drugs, firearms, or instruments or proceeds of crime. If we request you to, you will permit us at any time to inspect the contents of the Box in your presence, or in the presence of one of your attorneys, agents, mandataries, or authorized officials, to enforce this condition. If we suspect or become aware of any possible fraudulent, illegal or unauthorized activity relating to the Box or its contents, or if you refuse our request to inspect the contents of the Box in your presence, we have the right to deny you access to the Box and/or to terminate this Agreement without advance notice.
- 10. INDEMNITY.** You, or each of you together and individually, will indemnify us from any costs, fees, including legal fees in the amount actually incurred by us, loss or liability we may suffer from your use of the Box, or any contents placed in the Box, or in relation to any dispute or proceeding that requires us to produce documents or provide evidence concerning your operation of the Box, or that pertains to or arises from the contents or ownership of the contents or alleged contents of the Box or arises from any breach of this Agreement by you, your agents, mandataries, attorneys or authorized officials.
- 11. KEYS.** You confirm that you have received two keys to the lock of the Box and agree to return those keys to us as soon as this Agreement is terminated. You will keep the keys in a safe place and will not make any duplicate of the keys or give or make available any key to an individual not authorized to access the Box. **You must let us know immediately if a key is lost or stolen or held by someone who is not authorized to access the Box. If you do not let us know immediately that a key is lost or stolen, or has been accessed or is held by someone who is not authorized to access the Box, or if you, your agents, mandataries, attorneys or authorized officials fail to keep the keys in a safe place, we will not be responsible for any loss or harm resulting from unauthorized access to the Box. In such case we may require that the lock for your Box and the keys be replaced. Unless we waive your obligation to do so, in our sole discretion, you will pay us a service charge for forcibly opening the Box, changing the lock, and replacing any keys in the amount stipulated in our Personal Service Charges Statement of Disclosure or our Commercial Service Charges Statement of Disclosure, or their equivalents as posted on our website, and as may be amended from time to time (our "Service Charges Brochure"). The Service Charges Brochure that applies to you will be determined based upon whether you are a personal or commercial Boxholder. A different charge may apply depending upon when you require access to the Box, as the cost of forcibly opening the Box, replacing keys, and changing the lock may vary depending upon whether you require access on a weekday or on a weekend. You understand that we incur a business cost if we are required to arrange for forcible opening of the Box, changing the lock for the Box, or replacing the keys for your Box, and our service charges may exceed the amount we have to pay to third parties to forcibly open the Box, change the locks and provide replacement keys.**
- 12. YEAR.** "Year" means the period from January 1 to December 31.
- 13. TERM.** The first term of this Agreement is from the date in which you enter into this Agreement to midnight of December 31 of that Year, and then the Agreement will renew automatically each Year effective on January 1 for a further Year unless this Agreement is cancelled according to section 14.
- 14. TERMINATION.** This Agreement may be terminated in one of these ways:
- (i) by us, effective 30 days after we send you a notice of termination;
 - (ii) by you, at any time by visiting the branch of service and completing the Surrender section of the Safety Deposit Box License Agreement and meeting terms of Surrender as stated in the Surrender section (the "Surrender Requirements"); or
 - (iii) by us, at any time without telling you first, under section 9 of this Agreement.

As soon as this Agreement is terminated, you will remove the contents of the Box and return all keys to us. If you do not remove the contents of the Box and return all keys to us on the day that this Agreement is terminated, we may remove and deal with the contents of the Box in accordance with Section 17.

You will receive a prorated refund of the Annual Fee already collected for the balance of the calendar year from the date this Agreement is terminated. For clarity, if you terminate this Agreement in accordance with section 14(ii) above, the prorated refund will be calculated from the date you completed the Surrender Requirements.

- 15. FEE.** Our annual fee (the “Annual Fee”) for the use of the Box and other service charges applicable to your license and use of the Box are contained in our applicable Service Charges Brochure, as determined by whether you are a personal or commercial Boxholder. You confirm that you have received a copy of the Service Charges Brochure applicable to your Box from us and you agree to pay the fees and charges in the Service Charges Brochure, including the Annual Fee. You agree that we may change the Annual Fee, and any other applicable fees and charges in our Service Charges Brochure, at any time by updating the amount set out in our Service Charges Brochure and that publication of the updated Services Charges brochure will constitute good notice to you of the change, including but not limited to publication on our website. You understand that your Annual Fee, and other applicable fees, may be subject to change at any time, and that changes to our Annual Fee will apply to any Term, or renewal Term, which has not been fully paid prior to the change in the Annual Fee. You will pay the Annual Fee on or before the first day in each Year during this Agreement. We will refund any prepaid Annual Fee if this Agreement is terminated by us before December 31 and we, in our discretion, do not choose to set off that amount against other amounts you owe to us. We are authorized to charge the Annual Fee and any other service charges applicable to your license of the Box against any account held by you, or any of you, even if that account is held jointly with others, without limiting our rights to recover any Annual Fee outstanding in any other way. We may exercise those rights at any time and such rights shall not be lost by delay in charging service charges against your accounts. We may refuse access to the Box during any time the Annual Fee or any other service charge relating to the Box has not been paid.
- 16. YOU WILL KEEP AN INVENTORY OF CONTENTS.** You are encouraged to keep a separate inventory of the contents of the Box, together with supporting documents that establish the acquisition and the value of the contents of the Box such as invoices, photos and appraisals. If there is any dispute about the contents of the Box, you must produce an inventory that you have prepared before the dispute, together with evidence of prior acquisition and the value of the contents of the Box. If you fail to provide the inventory and any required supporting documents, you agree that the maximum value of the contents of the Box will be deemed to be \$500 Canadian funds.
- 17. REMOVAL AND RETENTION OF CONTENTS.** If you do not pay the Annual Fee by January 31 in any Year or if the Agreement is terminated according to section 14, we may take the following actions any time after 60 days have passed from the date we send you a notice that we plan to cause the Box to be forcibly opened:
- (i) cause the Box to be forcibly opened in the presence of two of our employees;
 - (ii) remove the contents of the Box; and
 - (iii) if we wish, hold the contents of the Box in a manner that we determine.

If you do not pay the Annual Fee when it is due or if you refuse to remove the contents of the Box after you receive a notice of termination of this Agreement, we may hold the contents until we receive the payment of the Annual Fee and all the expenses we incur arising from non-payment of the Annual Fee. If the contents that we remove are cash or currency, placed in the Box in breach of this Agreement, we may hold them in the form of a bank draft in Canadian funds payable to you. If we find and remove any foreign currency from the Box, the foreign currency will be first converted to Canadian funds before being held in the form of a draft. We shall be entitled to convert foreign currencies on any date after opening the Box at the exchange rate we set for that conversion in effect at the time the conversion is completed, or if we have not set such a rate for the currency, a rate set by one of our affiliates, or if our affiliates do not set such a rate, as may otherwise be reasonably determined by us as being a reasonable market rate of exchange. Exchange rate risk between the time the currency is found in the Box and up to or after the time the conversion of currency is completed, shall be your sole risk, having failed to meet your obligations under this Agreement, and we shall have no obligation to time the conversion to ensure the rate that is used is the one most beneficial to you. The conversion rate used may differ from rates otherwise available in the market and include a margin of profit for us. In addition we may charge a fee for the currency conversion in amounts disclosed in our Service Charges Brochure. Unless expressly prohibited by applicable law, after 1 year has passed from the date we send you a notice that we plan to cause the Box to be forcibly opened, you agree to surrender over any and all property rights in the contents of the Box to us and to authorize us to dispose of the contents as we see fit, without recourse against us.

- 18. DECEASED BOXHOLDER.** If you die, we may refuse unaccompanied access to the Box and not permit the removal of its contents until an inventory of the Box is prepared and provided to us by a party who jointly licensed the Box with you or your personal representative, in a form that is satisfactory to us or, where applicable, according to applicable laws. We may be present when the Box is opened and the inventory is made and may defer removal of the contents for such reasonable period thereafter as necessary to verify entitlement to receive the contents. We may require a warranty of authority from the person taking possession of the contents, including an agreement to indemnify us against any claims arising from the taking of the contents. If an inventory of the Box is prepared under this section, that inventory shall constitute a representation of the entire contents of the Box that is properly made on behalf of, and is binding upon, the Boxholders, their agents, mandataries, attorneys, authorized officials, and the estate and personal representatives of any deceased Boxholder, unless documentary evidence of acquisition and possession of any additional contents of the Box is presented and establishes to the contrary.
- 19. NOTICE.** If you send us any notice under this Agreement, the notice must be in writing and delivered to the Branch noted on this Agreement by postal mail, courier or hand delivery and it shall be deemed delivered on actual receipt by us. If we send you any notice under this Agreement, the notice must be in writing and may be delivered to you at your address entered on this Agreement by postal mail, courier or hand delivery, or to an email address that you provide to us, or otherwise if this Agreement says that we may give notice in that manner. If we send you a notice you will be deemed to have received it on the earlier of actual delivery or 5 calendar days after date of emailing, courioring or mailing by us, regardless whether or not the notice is actually received. You must notify us of changes in your mailing address, email address, and other contact information by sending us a notice in accordance with this section 19. **You agree that in the event of any notice we provide to you, it shall be sufficient for us to provide notice to any one of you.**
- 20. ASSIGNMENT.** You must not assign or sub-licence this Agreement or any rights under this Agreement. The rights and obligations of this Agreement will extend to your heirs, executors, administrators and successors and our successors and assigns.
- 21. APPLICABLE LAW.** The laws of Canada and the province where the Box is located apply to this Agreement and the use of the Box. You agree to attorn to and be bound by the courts of that province and, if permitted by law, you agree that all disagreements that cannot be resolved between you and HSBC Bank Canada will be determined at trial or hearing by judge alone, without jury.
- 22. NO WAIVER.** We may exercise some, all or none of our rights including remedies or powers, under this Agreement or our rights under the law or in equity. If we choose not to exercise some or all of our rights right now, we are not giving up those rights. We may still exercise those rights later.
- 23. LANGUAGE.** Both you and HSBC Bank Canada have requested this Agreement and related documents in English. *Les parties conviennent que la présente convention et tous les documents s’y rattachant soient rédigés et signés en anglais.*