

PERJANJIAN UNTUK PENYEWaan PETI SIMPAN SELAMAT / AGREEMENT FOR HIRE OF SAFE DEPOSIT BOX

No.:

CIMB Bank Berhad (197201001799) ("Bank") dengan ini bersetuju untuk menyewakan dan
 ("**Penyewa**") bersetuju untuk menyewa, tertakluk pada Terma dan Syarat yang Mengawal Penyewaan Peti Simpan Selamat ("**Terma dan Syarat**") , Peti Simpan Selamat No Saiz selama setahun pada kadar sewa tahunan sebanyak Ringgit Malaysia (RM.....) yang perlu dibayar terdahulu.

Penyewa dengan ini mengakui dan mengisytiharkan bahawa beliau telah menerima, membaca dan memahami Terma dan Syarat dan bersetuju untuk terikat dengannya dan sebarang pindaannya yang boleh diperkenalkan kemudian oleh Bank dari semasa ke semasa selepas memberikan notis dua puluh satu (21) hari kalendar terlebih dahulu (Klausula 21 dan Klausula 22 terutamanya, ditekankan dan dinyatakan semula di bawah ini untuk perhatian dan persetujuan Penyewa).

Perjanjian ini hendaklah (melainkan jika dinyatakan sebaliknya secara bertulis) diteruskan dari setahun ke setahun pada sewa tahunan tersebut yang perlu dibayar terdahulu (yang tertakluk pada perubahan menurut budi bicara Bank) dan berdasarkan Terma dan Syarat yang berkuat kuasa pada masa itu tetapi tertakluk pada hak Penyewa atau Bank untuk mengakhiri atau menamatkannya dengan memberikan notis bertulis satu bulan kalendar sebelum penamatan atau tamat tempoh mana-mana tahun penyewaan itu mengikut Klausula 11 Terma dan Syarat. Sekiranya sewa tahunan yang perlu dibayar bagi mana-mana tahun diubah, Bank akan memberikan pemberitahuan 21 hari kalendar kepada Penyewa.

Penerimaan satu/dua kunci B bagi Peti Simpan Selamat yang disebut di atas dengan ini diakui oleh Penyewa.
Penerimaan sewa sebanyak RM..... dan deposit kunci sebanyak RM dengan ini diakui oleh Bank.

CIMB Bank Berhad (197201001799) ("the Bank") hereby agrees to let and ("**the Hirer**") agrees to hire subject to the Terms and Conditions Governing The Hiring Of Safe Deposit Box ("**the Terms and Conditions**"), the Safe Deposit Box No..... Size ... for one year at an annual rent of Ringgit Malaysia (RM.....), payable in advance.

The Hirer hereby acknowledges and declares that he/she has received, read and understood the Terms and Conditions and agrees to be bound by the same and any amendments to the same which the Bank may subsequently introduce from time to time upon giving twenty one (21) calendar days prior notice (Clause 21 and Clause 22 in particular are highlighted and reproduced below for the Hirer's attention and agreement).

This Agreement shall (unless stated expressly in writing otherwise) continue from year to year at the said annual rent payable in advance (which is subject to change at the Bank's discretion) and upon the Terms and Conditions then in force but subject to the right of either the Hirer or the Bank to determine or terminate the same by giving one calendar month's notice in writing prior to the termination or expiry of any year of the hiring in accordance with Clause 11 of the Terms and Conditions. Where the annual rent payable in respect of any year is changed, the Bank shall issue a 21 calendar days notification to the Hirer.

The receipt of the one/two B key(s) of the above-mentioned Safe Deposit Box is hereby acknowledged by the Hirer.
The receipt of the rent of RM and a key deposit of RM are hereby acknowledged by the Bank.

Clause / Klausula 21:

The Bank shall not be liable for any loss or damage to the contents of the Box arising from whatever cause or event whatsoever unless due to the gross negligence and/or willful default of the Bank / Bank tidak akan bertanggungjawab terhadap sebarang kehilangan atau kerosakan kandungan Peti yang timbul daripada apa-apa sebab atau kejadian sekalipun, melainkan disebabkan oleh kecuaiian melampau dan/atau keingkaran sengaja Bank.

Clause / Klausula 22:

The Bank's total liability for any loss and / or damage for any one (1) unit of Safe Deposit Box irrespective of size shall only be RM10,000.00 or such other amount as the Bank may determine from time to time by notification to the Hirer. The Hirer shall take insurance cover from a reputable insurance company to cover the contents of the Safe Deposit Box should their value be higher than RM10,000.00 or such other amount as the Bank may notify the Hirer from time to time. / Jumlah had liabiliti Bank terhadap sebarang kehilangan dan / atau kerosakan mana-mana satu (1) unit Peti Simpan Selamat tanpa mengira saiznya adalah hanya RM10,000.00 atau sebarang amaun lain sebagaimana yang ditentukan oleh Bank dari semasa ke semasa melalui pemberitahuan kepada Penyewa. Penyewa hendaklah mengambil perlindungan insurans daripada syarikat insurans yang bereputasi baik untuk melindungi nilai kandungan Peti Simpan Selamat sekiranya nilainya lebih tinggi daripada RM10,000.00 atau sebarang amaun lain sebagaimana yang dimaklumkan oleh Bank kepada Penyewa dari semasa ke semasa.

Bertarikh
Dated this

haribulan tahun
day of year

Untuk / for CIMB Bank Berhad

.....
Tandatangan yang Sah / Authorised Signature

.....
Tandatangan Penyewa / Signature of Hirer

.....
Tandatangan Penyewa / Signature of Hirer

**TERMS AND CONDITIONS
GOVERNING THE HIRING OF SAFE DEPOSIT BOXES**

1. In these terms and conditions, the expression "Box" means the Safe Deposit Box agreed to be hired by the Hirer and the expression "Hirer" includes any person authorised under this Mandate and references to the singular number shall include references to the plural number and vice versa and the "Bank" means the CIMB Bank Berhad and its branches where such services are available.
2. The Hirer hereby agrees to open a deposit account with the Bank or CIMB Islamic Bank Berhad to facilitate the payment of the key deposit, the annual rent payable and any other monies, charges or fees (including any taxes, where applicable) payable from time to time under the Box. The fees and charges stated in these terms and conditions are stated inclusive of any taxes, where applicable. The type of deposit account to be opened by the Hirer shall be determined by the Bank.
3. The Hirer will be required to pay rental in advance, together with a deposit for his key(s) and shall enter into an Agreement with the Bank for the hiring of the Box subject to these terms and conditions.
4. The Agreement for Hire shall not confer on the Hirer any greater or other interest than a licence to use the Box during the term of hire for the deposit of articles of a suitable nature in accordance with these terms and conditions.
5. The Bank shall not be deemed to become a bailee of the contents of the Box or any part thereof, nor shall it be affected by notice of any trust or equity attaching to such contents or any part thereof. Subject to the provisions of Clause 9, the nature and value of such contents shall be no concern of the Bank.
6. Only the Hirer shall be permitted access to the Box. The Hirer will not be allowed to sublet the Box or any part thereof. The Hirer may, however, authorise another person to have access to his Box under a Mandate executed on the Bank's form and such a person is hereby deemed to have the Hirer's full authority to remove or otherwise deal with the contents of his Box upon production of the key and his signature being verified to the satisfaction of the Bank.
7. Where "Hirer" is comprised or made up of 2 or more persons, all obligations and covenants in these terms and conditions shall be deemed to be made by and binding on the Hirer(s) jointly and severally (referred to hereinafter as "joint Hirer" or "joint Hirers" as the case may be). The joint Hirer(s) agree they are joint owners of the present and future contents of the Box. The Box shall be deemed to be opened or maintained in joint names with the right of survivorship. The Agreement shall not be terminated by the death of any of the joint Hirer(s) but shall remain in full force for the remaining surviving joint Hirer. If the Bank receives contradictory instructions from the joint Hirer(s), the Bank shall only act upon the joint instructions of the joint Hirer(s) which are not ambiguous, uncertain or contradictory or the Bank may terminate the hiring of the Box pursuant to Clause 11.
8. Each Box shall have two sets of keys, namely the A keys which shall be kept by the Bank, and the B key(s) which shall be delivered to the Hirer on payment of a deposit. The Hirer undertakes to keep the B key(s) very carefully. If any of the B key(s) are lost, stolen or mislaid, the Hirer shall immediately report it to the Bank and the Bank may at the request of the Hirer obtain a new B lock and the cost thereof shall be paid by the Hirer. Unless and until the Bank is duly notified of the loss of the key, 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 key and impersonating the Hirer. All necessary repairs to the lock or key(s) shall be carried out exclusively by workmen nominated by the Bank. The expenses arising from the loss of the key or 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.
9. The Hirer shall not use or permit the Box to be used for the deposit of any liquid or anything of an explosive, dangerous or offensive nature, or anything which may become a nuisance to the Bank or the Hirer of any other Safe Deposit Box, or for any other purpose than for the deposit of articles or documents of value; and the Hirer shall on demand permit the Bank to inspect the contents of the Box for the purpose of ensuring that these terms and conditions are complied with.
10. The Hirer may have access to the Box on any day (except Sundays and holidays) during the business hours of the Bank on his signing an application for such access but the Bank will not be bound to allow such access if the signature of the Hirer is not verified to the satisfaction of the Bank; and 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. The Bank may also refuse to allow access to the Box if the rent is in arrears and unpaid (unless and until the Bank has received express notice of the hire) or any sum is due and owing to the Bank from the Hirer under these term and conditions.
11. If the rent for the Box is in arrears and unpaid for one month after the due date, or if there shall be any breach or non-observance or non-performance of any of these terms and conditions on the part of the Hirer or where contradictory instructions are given by joint Hirer(s) or due to any operational reasons of the Bank, the Bank shall be at liberty by one month's notice in writing to the Hirer to terminate the Agreement for Hiring. The Hirer shall also be entitled to terminate the hiring of the Box and the Agreement by giving one month's notice in person or by sending in a written notification. Where the "Hirer" is comprised or made up of 2 or more persons, the said termination shall be in accordance with the terms and/or conditions of the mandate given to the Bank by the joint Hirer(s). In the event of such termination, the

CIMB BANK BERHAD 197201001799

Bank shall be entitled only to a portion of the rent up to the date of the termination of the Agreement subject nevertheless to Clause 12 and 13, and if the rent for the current year shall have been paid a proper portion thereof shall be refunded by the Bank.

12. On the termination of the Agreement for Hiring by the Bank or the Hirer all the property deposited in the Box shall be removed and the B key(s) returned to the Bank. The receipt of the B key(s) will be acknowledged by the Bank by the refund of the Deposit for them.
13. If the contents of the Box are not removed or the B key(s) are not returned to the Bank on or before the termination of the Agreement by either party, the Hirer shall be liable to pay to the Bank double rent from the date of the termination until the contents of the Box are removed and the B key(s) returned to the Bank.
14. In the event of the B key(s) not being returned to the Bank within six (6) months from the termination of the Agreement, the Bank shall have the right at any time thereafter to break open the Box and if the Bank thinks fit to break the seal of any packet or receptacle in the Box and unlock or break open any locked receptacle without being responsible for the damage occasioned. The Bank shall be at liberty to forward the contents of the Box by registered post or other reasonable means at the Hirer's risk to the Hirer at the Hirer's last known address; or at the Bank's option it may retain and keep the said contents in the same Box or such other safe or place as it may think fit at the sole risk of the Hirer; and the Bank shall be entitled to charge a sum equal to double the rent payable hereunder for the period commencing from the date of termination of the Agreement until the Bank forward the contents of the Box to the Hirer or until the Hirer shall remove the contents of the Box.
15. 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 these terms and conditions and may at any time and from time to time after the expiration of the said period of six months without notice to the Hirer sell all or any of the contents of the Box and apply the net proceeds in or towards satisfaction of the moneys due to the Bank for such rent or expenses as aforesaid 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.
16. In the event of the death of the Hirer, his legal personal representative or representatives if more than one, on producing the Grant of Probate or Letters of Administration and signing his name or their names in the Application Form and producing the B key(s), may have access to and open the Box and remove all of the contents, and this act shall automatically terminate the Agreement. The Bank may in its discretion without being responsible for any loss, before the Grant of Probate or Letters of Administration 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, but such person shall not remove any of the contents except any Will or Testamentary paper whereby such person is appointed executor.
17. In the event of death of any of the joint Hirer(s), subject to the requirements of the Bank or prevailing practice of the Bank, the surviving joint Hirer may have the right to open the Box and/or deal or withdraw the contents of the Box and/or have the right to close the Box, and upon withdrawal and closure of the Box, the Bank shall be automatically relieved of any further obligation or responsibility to the heirs, legatees, devisees or legal representatives of the deceased joint Hirer.
18. The Bank will not be bound to inquire or be regarded as having any knowledge or notice, actual, implied or constructive, as to whether any of the contents of the Box are owned by the deceased joint Hirer. This contractual term will survive the death of any of the joint Hirer(s) and will be binding on the personal representative/s of the deceased joint Hirer(s).
19. Any change of the Hirer's e-mail address(es) and or mailing address(es) and or telephone number(s) and or signature and or other particulars recorded with the Bank shall be notified to the Bank in writing by the Hirer. Such notification must be made in writing and supported by any documentation that the Bank may require and shall only be effective upon receipt by the Bank.
20. All communication sent by the Bank by instantaneous communication and/or by post to or left at the Hirer's address last registered with the Bank, and/or by publication on the Bank's website or any of the Bank's branches shall be deemed delivered to and received by the Hirer: (i) if sent by post, on the seventh (7th) day after posting; (ii) if by any forms of instantaneous communication (including by electronic mail and/or short messaging service (SMS) and voice recording), immediately; (iii) if by publication on the Bank's website or at any of the Bank's branches, on the day of publication. In the case of joint Hirers, notice given to anyone of them shall be deemed sufficient notice to all joint Hirers.
21. The Bank shall not be liable for any loss or damage to the contents of the Box arising from whatever cause or event whatsoever unless due to the gross negligence and/or willful default of the Bank.
22. The Bank's total liability for any loss and / or damage for any one (1) unit of Safe Deposit Box irrespective of size shall only be RM10,000.00 or such other amount as the Bank may determine from time to time by notification to the Hirer. The Hirer shall take insurance cover from a reputable insurance company to cover the contents of the Safe Deposit Box should their value be higher than RM10,000.00 or such other amount as the Bank may notify the Hirer from time to time.
23. All agreements, obligations, powers, authorities and liabilities herein contained in these terms and conditions shall be deemed to be joint and several. The joint Hirers shall jointly and severally undertake to indemnify and hold the Bank harmless against losses, claims, demands, proceedings, costs, expenses, taxes (where applicable) or duties and other liabilities whatsoever and whenever incurred arising from any authorization issued by any of the joint Hirers and/or in connection with the Box.

24. The Bank may vary (whether by adding to, deleting from or otherwise amending) ("Amendment") any of these terms and conditions and/or to revise the annual rent payable in respect of any year, the key deposit and or any other fees and or charges payable from time to time under the Box ('the Revised Fees') by giving the Hirer at least twenty-one (21) calendar days notice before the Amendment and/or the Revised Fees is effective. The notice of the Amendment and/or the Revised Fees may be given by: (i) notice of the Amendment and/or the Revised Fees being displayed at the Bank's premises and website generally and where detailed provisions regarding the Amendment and/or the Revised Fees may be provided to the Hirer upon request or the notice may itself contain details of the Amendment and/or the Revised Fees; or (ii) the notice being sent by the Bank to the Hirer's last known address; or (iii) the notice being advertised in one newspaper of the Bank's choice; or (iv) the notice being sent by electronic mail or by any other means of notification which the Bank may select and the Amendment and/or the Revised Fees shall take effect and be binding from the date specified in the notification. The Hirer may close the Hirer's Box in accordance with Clause 11 if they do not agree to the Amendment and/or the Revised Fees.
25. The Hirer may not without the written consent of the Bank assign and or create any security interest over the rights, titles, benefits and interests of the Box including but not limited to the contents of the Box maintained thereunder in favour of any person save and except that the same can be assigned and or created in favour of the Bank.
26. These terms and conditions governing the hiring of the Box shall be subject to, governed by and construed in accordance with laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia and other relevant bodies, in force from time to time.
27. Any instructions from the Hirer to the Bank in respect of the Box shall be in writing, and signed by the Hirer. Any such instructions shall be effective only upon receipt by the Bank.

Disclosure of Information

28.1 The Hirer hereby agrees, consents to and authorises the Bank to disclose any information relating to the Hirer, the Hirer's affairs and/or any accounts maintained by the Hirer with the Bank to:

- its agents, service providers, auditors, legal counsel and/or professional advisors in or outside Malaysia;
- the entities within the corporate group of CIMB Group Holdings Berhad, the Bank's ultimate holding company ("Group Companies") whether such Group Companies are residing, situated, carrying on business, incorporated or constituted within or outside Malaysia;

for facilitating the business, operations, provision of the Box/facilities and performance of the contract, services of or granted or provided by the Bank and/ or the Group Companies to their customers, as well as to:

- any tribunal, courts, governmental agencies or bodies or other relevant authorities to whom the Bank is required to make disclosures or have jurisdiction over the Bank whether in or outside Malaysia in order to comply with any order, demand, request or reporting requirement or for the purposes of litigation or potential litigation involving the Bank as and when required or requested to do so from time to time and at any time;
- any company and/or organisation that assist or facilitate the processing and/or fulfillment of transactions or instructions that the account holder has requested and/or given to the Bank;
- any potential transferee or assignee with whom the Bank is negotiating the transfer, assignment and novation of the rights or obligations under or by reference to this Savings Account; and
- such third parties and for the purpose(s) as identified in the CIMB Group Privacy Notice under the heading of 'Disclosure of Your Personal Information' and 'How We Use Your Personal Information' respectively.

The Hirer agrees that the consent given above cannot be withdrawn where such disclosure of the Hirer's information is necessary for the provision of the Box and/or related services or the performance of the contract with the Hirer to comply with contractual requirements or to comply with any legal requirements

28.2 Disclosure by the Bank to Group Companies (within Malaysia) may also be for cross-selling purposes of the Bank and/ or the Group Companies provided always that **disclosure for cross selling purposes shall not be effected if such disclosure is objected by the Hirer.**

The Bank may also disclose the Hirer's information such as name and contact details (excluding the account holder's affairs or account) to third party business partners and strategic alliance partners for cross selling, marketing and promotional purposes if the consent from the Hirer has been obtained.

However, the Hirer may at any time revoke or withdraw the above mentioned consent to disclosure of information by the Bank to Group Companies (within Malaysia) and to third party business partners and strategic alliance partners for cross selling, marketing and promotional purposes by contacting the Bank at the following telephone number or address (which may be changed by the Bank from time to time by notice to the Hirer): Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan.- Tel:+603 6204 7788 / e-mail: contactus@cimb.com

28.3 The Hirer hereby agrees and expressly authorizes and invites the Bank's employees, independent contractor, representatives and/or agents to contact the Hirer from time to time through personal visits or oral communication effected via any means of communication including but not limited to telephone calls regarding any promotion.

CIMB BANK BERHAD 197201001799

28.4 Not in derogation of the foregoing and based on existing mailing address(es), e-mail address(es), telephone number(s) and or any other contact particulars of the Hirer deposited or recorded with the Bank, the Bank is hereby irrevocably authorized (but not obliged) to contact and / or notify the Hirer by post and or electronic mail and or telephone and or short messaging service (SMS) and or courier service and or any other mode of communication selected by the Bank at its sole discretion. Information or notification so sent by the Bank shall comprise of such information or notification which the Bank deems appropriate or necessary and may include but not limited to any information in relation to the Box and or any information relating to any services, benefits, promotions, programmes of the Bank and or of any other party held jointly or in conjunction with the Bank.

29. Privacy Clause

29.1 The Hirer hereby confirms that the Hirer has read, understood and agreed to be bound by the CIMB Group Privacy Notice (which is available at www.cimb.com.my) and the clauses herein, as may relate to the processing of the Hirer's personal information. For the avoidance of doubt, the Hirer agrees that the said Privacy Notice shall be deemed to be incorporated by reference into these terms and conditions.

29.2 In the event the Hirer provides personal and financial information relating to third parties, including information relating to the Hirer's next-of-kin and dependents, for the purpose of opening or operating the Hirer's Box/account(s)/facility(ies) with the Bank or otherwise subscribing to the Bank's products and services, the Hirer (a) confirm that the Hirer has obtained their consent or are otherwise entitled to provide this information to the Bank and for the Bank to use it in accordance with these terms and conditions; (b) agrees to ensure that the personal and financial information of the said third parties is accurate; (c) agrees to update the Bank in writing in the event of any material change to the said personal and financial information; and (d) agrees to the Bank's right to terminate the use of the Box and the Agreement should such consent be withdrawn by any of the said third parties.

29.3 Where the Hirer instructs the Bank to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including information relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible (whether directly or indirectly) by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing the Bank and/or our agents to enter into any cross-border transaction on the Hirer's behalf, the Hirer agrees to the above said disclosures on behalf of the Hirer and others involved in the said cross-border transaction.

29.4 The Bank may at any time and from time to time now and/or in the future carry out the necessary reference checks including but not limited to credit reporting/reference checks with credit reporting/reference

agencies, including but not limited to CCRIS, FIS and/or any other agencies and/or from any financial institution to enable the Bank to ascertain the Hirer's status as may be required to help make decisions, for example when the Bank needs to (a) check details on applications for credit and credit-related or other facilities; (b) manage credit and credit-related accounts or facilities, including conducting reviews of the Hirer's portfolio(s); (c) recover debts; and/or (d) any purpose related to or in connection with the Box under these terms and conditions. The Hirer will be linked by credit reporting/reference agencies to any other names the Hirer uses or have used, and any joint and several applicants. The Bank may also share information about the Hirer and how the Hirer manages the Hirer's Box/account(s)/facility(ies) with relevant credit reporting/reference agencies, and for any of these credit reporting/reference agencies to disclose the Hirer's credit information to its subscribers for purposes of fraud detection and fraud prevention.

29.5 Even after the Hirer has provided the Bank with any information, the Hirer will have the option to withdraw the consent given earlier, except where such disclosure of the Hirer's information is necessary for the provision of the Box and/or related services or the performance of the contract with the Hirer to comply with contractual requirements or to comply with any legal requirements.

29.6 For the purposes of this Clause 29, the CIMB Group consists of CIMB Group Holdings Berhad and all its related companies as defined in Section 7 of the Companies Act 2016 and jointly controlled companies that provide financial and other regulated services, excluding companies, branches, offices and other forms of presence operating outside Malaysia, and the use of the words "the Bank" and "the Bank's" are to be read as references to the CIMB Group.

29.7 This clause shall be without prejudice to any other clause in these terms and conditions which provides for the disclosure of information.

30. The Hirer may make any complaint relating to the Box, with the respective CIMB centre or branch at which the Box is maintained. If the Hirer is not satisfied with the explanation or resolution provided by the CIMB centre or branch, the Hirer may contact the Bank's Customer Resolution Department at the following address, telephone number and e-mail address (or such other address, telephone number and e-mail address which the Bank notified to the Hirer): Customer Resolution Unit (CRU), P.O.Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan. Tel: +603 6204 7788, e-mail: contactus@cimb.com