

# Safe Deposit Box Contract

## Terms and Conditions

These Terms and Conditions govern the Safe Deposit Box. The Financial Institution does not offer the Safe Deposit Box other than in accordance with these Terms and Conditions. By requesting and using the Safe Deposit Box, the Renter acknowledges their acceptance of these Terms and Conditions. These Terms and Conditions together with the attached Safe Deposit Box Contract Application, Consent(s), and Appointment and Revocation of Agency (if applicable) constitute the "Safe Deposit Box Contract".

This Safe Deposit Box Contract supplements and forms part of any existing agreement between the Renter and the Financial Institution in relation to an account (an "Account Agreement"). In the event of any conflict between this Safe Deposit Box Contract and the Account Agreement, this Safe Deposit Box Contract shall prevail in order to resolve such conflict. Except as expressly supplemented or amended herein, the Account Agreement shall remain in full force and effect in accordance with its terms.

In consideration of the Financial Institution agreeing to offer the Safe Deposit Box, the Renter agrees as follows:

### 1. RIGHTS OF THE RENTER – Rights vary according to the type of Renter:

**Individual Ownership (includes sole proprietor)** – The rights of access to the Safe Deposit Box and to appoint an agent (the "Agent") may only be exercised by the individual Renter. An Agent will be given access only if an authorization is given by the Renter in accordance with the attached Appointment and Revocation of Agency (the "Appointment/Revocation"). In the event of the death of the Renter, the deceased Renter's rights may only be exercised by his or her legal representative.

**Joint Renters** – The rental of the Safe Deposit Box may be undertaken by two or more parties jointly (the "Joint Renters"). The rights of access to the Safe Deposit Box may be exercised by any combination of one or more of such Joint Renters as indicated in the Safe Deposit Box Contract Application. Likewise, Joint Renters may appoint an Agent, but whether such Agent is to be appointed individually or collectively will be as indicated in the Safe Deposit Box Contract Application, and authorization for access by an Agent must be given in accordance with the Appointment/Revocation. In the event of the death of a Joint Renter:

- where the Safe Deposit Box Contract Application indicates Joint Renters with Right of Survivorship, the rights of the deceased Joint Renter under the Safe Deposit Box Contract automatically pass to the surviving Joint Renter(s); and
- where the Safe Deposit Box Contract Application indicates Joint Renters without Right of Survivorship, the rights of the deceased Joint Renter under the Safe Deposit Box Contract do not automatically pass to the other Joint Renter(s) and may only be exercised by his or her legal representative.

**Partnership** – The rights of access to the Safe Deposit Box opened in the name of a partnership may only be exercised by those partners, officers, representatives, or agents of the partnership that are specified in the Authorizing Resolution of the partnership provided to the Financial Institution, or by an Agent if authorization is given by the Renter in accordance with the Appointment/Revocation. In the event of the death of a partner, the access rights to the Safe Deposit Box will continue to be administered in accordance with the Authorizing Resolution, except where the death of a partner gives rise to the dissolution of the partnership. In that case, unless prior to the death the partnership specifically instructed the Financial Institution in writing to the contrary, the surviving partner(s) under the Safe Deposit Box Contract will be deemed to be Joint Renters without Right of Survivorship and the access rights of the deceased partner may be exercised only by his or her legal representative.

**Corporation** – The rights of access to the Safe Deposit Box opened in the name of a corporation, society, public body, or other corporate body may only be exercised by those officers or agents of the corporation that are specified in the Authorizing Resolution of the board of directors or governing body of the corporation, as the case may be, and provided in writing to the Financial Institution, or by an Agent if authorization is given by the Renter in accordance with the Appointment/Revocation. In the event of the death of an authorized signatory, the access rights to the Safe Deposit Box will continue to be administered in accordance with the Authorizing Resolution.

**Unincorporated Association** – Where the Financial Institution is located in Ontario, the rights of access to the Safe Deposit Box opened in the name of an unincorporated association may only be exercised by those officers or agents of the association that are specified in the association's Authorizing Resolution, or by an Agent if authorization is given by the Renter in accordance with the Appointment/Revocation. In the event of the death of an Authorized Signatory, the access rights to the Safe Deposit Box will continue to be administered in accordance with the Authorizing Resolution.

Where the Financial Institution is located in British Columbia, the Safe Deposit Box must be rented by at least two of the members (the "Sponsoring Members") of the Financial Institution on behalf of an unincorporated association on the basis that such Sponsoring Members acknowledge and agree that each is jointly and severally liable to the Financial Institution under the Safe Deposit Box Contract. The rights of access to the Safe Deposit Box rented on behalf of an unincorporated association may only be exercised by those Sponsoring Members and any other individuals authorized in the Safe Deposit Box Instructions, or by an Agent if authorization is given by the Sponsoring Members in accordance with the Appointment/Revocation, that are specified in the Resolution of the members of the unincorporated association and provided in writing to the Financial Institution. If, in addition to the Sponsoring Members specified in the Resolution, the Agent of the Sponsoring Members on behalf of the unincorporated association is to be granted access to the Safe Deposit Box, these instructions must be expressly set out in the Resolution and Appointment/Revocation. Unless the Sponsoring Members instruct the Financial Institution in writing to the contrary, in the event of the withdrawal or death of a Sponsoring Member, the access rights to the Safe Deposit Box may be exercised in order of priority as follows:

- first, by the remaining or surviving Sponsoring Members, of which there must be at least two, to whom the access rights of the deceased Sponsoring Member will pass;
- if there is only one remaining or surviving Sponsoring Member or if no Sponsoring Member exists, by at least two Sponsoring Members upon their execution of a Safe Deposit Box Contract and upon presentation to the Financial Institution of Safe Deposit Box Instructions from such persons; and
- if no persons under article (b) are identified to the Financial Institution, the Financial Institution will restrict access to the Safe Deposit Box until such time that the unincorporated association provides a resolution in accordance with article (b) and a Safe Deposit Box Contract is executed by at least two Sponsoring Members.

### 2. ASSIGNMENT OF RIGHTS – This Safe Deposit Box Contract cannot be assigned. The use of the Safe Deposit Box must not be sublet.

### 3. APPOINTMENT OF AGENT AND ATTORNEY – The Financial Institution will grant access rights to an Agent of the Renter only if the Renter specifically authorizes such access as provided in the Appointment/Revocation. If the Renter provides such authorization then the Agent will be entitled to exercise the Renter's access rights by providing the Financial Institution with proof of identity. The appointment of the Agent will be valid until the Financial Institution receives express written notice of revocation or, if applicable, until the death of the appointing Renter or the appointed Agent. In the case of a corporation, society, or partnership, the agency will not be effective after the dissolution, winding up, or bankruptcy of such business.

The Financial Institution may, but is not obliged to, permit a person granted a power of attorney (an "Attorney") by any person comprising the Renter to exercise the Renter's access rights to the Safe Deposit Box, provided that the Attorney presents the Financial Institution with legal documentation establishing a valid grant of such powers to the Attorney and proof of identity that are acceptable to the Financial Institution. **A Renter who does not want an Attorney to have access to the Safe Deposit Box must provide the Financial Institution with express written notice.**

The Renter acknowledges that upon presentation by an Attorney or Agent of the above-referenced documentation, the Financial Institution has no obligation to verify the validity of the grant of any rights or powers to the Agent or Attorney, as the case may be, the mental capacity of the Renter, or the bona fides of the Agent or Attorney, unless the Financial Institution is specifically advised in writing by the Renter or the Renter's legal representative that no access is to be granted to the Agent or Attorney, or that the Agent's or Attorney's powers or authority have been terminated, revoked, or are otherwise invalid. **The Renter bears the risk of any loss the Renter may incur from the conduct of the Agent or Attorney, and the Financial Institution will have no liability to the Renter arising from any unlawful, wrongful, or improper acts of the Agent or Attorney.**

### 4. KEYS – The Renter acknowledges receipt of two keys for the Safe Deposit Box and agrees to notify the Financial Institution immediately if any key is lost or stolen. The Renter will pay all costs arising from such a loss or theft. When this Safe Deposit Box Contract is terminated in accordance with these Terms and Conditions, the Renter will return both keys to the Financial Institution. The Renter is not permitted to make any copies of the key for the Safe Deposit Box under any circumstances.

### 5. ACCESS – The Renter may have access to the Safe Deposit Box whenever the Financial Institution is open for business. To maintain security, the Financial Institution may at any time refuse access to the Safe Deposit Box. No person other than as provided in this Safe Deposit Box Contract will be allowed access to the Safe Deposit Box.

Notwithstanding section 3, Appointment of Agent and Attorney, unless the Renter otherwise instructs the Financial Institution in writing, in the event of the death or incapacity of a Renter, the Financial Institution may, at its discretion, grant limited access to the Safe Deposit Box to a person purporting to be the Renter's executor, legal representative, or next of kin for the purposes of locating or reviewing the Renter's will or other documentation.

The Financial Institution may permit access to the Safe Deposit Box and its contents if served with any warrant, order, direction, writ of assistance, judgment, or other process purporting to authorize entry into or search in or of the Safe Deposit Box or in accordance with section 12, Breach of Safe Deposit Box Contract by the Renter.

The Financial Institution is not liable for any delay in accessing the Safe Deposit Box or failure in the working of either the Safe Deposit Box or the storage area.

## SAFE DEPOSIT BOX CONTRACT TERMS AND CONDITIONS (CONTINUED)

6. **INVENTORY UPON DEATH** – The Renter acknowledges that the Financial Institution may, upon the death of any individual that comprises the Renter, be required to open the Safe Deposit Box and prepare an inventory of its contents in accordance with applicable law.
7. **TERM** – This Safe Deposit Box Contract will remain in full force and effect for an indefinite term, until terminated by the Financial Institution or the Renter in accordance with section 8, Ending of the Safe Deposit Box Contract by the Financial Institution, or section 9, Ending of the Safe Deposit Box Contract by the Renter, as applicable.
8. **ENDING OF THE SAFE DEPOSIT BOX CONTRACT BY THE FINANCIAL INSTITUTION** – At any time, the Financial Institution may, 30 days after mailing notice to the Renter, end the Safe Deposit Box Contract. When the Safe Deposit Box Contract has ended, the Financial Institution may have the Safe Deposit Box opened in the presence of two employees of the Financial Institution. The Financial Institution may dispose of the contents of the Safe Deposit Box if the Renter has not removed them before the Safe Deposit Box Contract ends. The Financial Institution may refund the rental fee for the unexpired part of the rental year or apply the funds to other debts of the Renter with the Financial Institution. If the Renter is indebted to the Financial Institution, the Financial Institution may sell the contents of the Safe Deposit Box and apply the proceeds to such indebtedness owing under this Agreement, or any other indebtedness or liability owing by the Renter to the Financial Institution.
9. **ENDING OF SAFE DEPOSIT BOX CONTRACT BY THE RENTER** – The Renter may end the Safe Deposit Box Contract at any time by removing the contents of the Safe Deposit Box, returning all the keys and paying rent due, if any. The Financial Institution may, at its discretion, refund the rental fee for the unexpired part of the rental year, or some portion thereof.
10. **FEES AND COSTS** – The Renter will pay the Safe Deposit Box rental fees that the Financial Institution establishes from time to time. New or amended Safe Deposit Box rental fees and costs will only become effective 30 days after publication by the Financial Institution. The Renter will also pay all costs incurred by the Financial Institution in connection with this Safe Deposit Box Contract. The Financial Institution may invoice the Renter or debit any of the Renter's accounts in the Financial Institution for any rental fees and costs due, as they become due, or may request post-dated cheques from the Renter to cover rental fees and other costs.
11. **CONTENTS OF THE SAFE DEPOSIT BOX** – The Renter will not keep anything dangerous or offensive to the Financial Institution, or contrary to legislation prohibiting money laundering and terrorist financing, in the Safe Deposit Box. The Renter will not use the Safe Deposit Box for the storage of any liquid, pressurized vessel, or anything of an explosive, dangerous, unlawful, or offensive nature. When requested, the Renter will permit the Financial Institution at any time to inspect the contents of the Safe Deposit Box in the Renter's presence to enforce this condition. Notwithstanding any other term of this Safe Deposit Box Contract, the Renter agrees that the Financial Institution will have no liability for loss, damage, or destruction of any cash, notes, coins, or other currency, including digital currency, stored in the Safe Deposit Box. If the Renter fails to comply with any of the foregoing obligations, the Financial Institution is entitled to treat such non-compliance as a fundamental breach of this Safe Deposit Box Contract that entitles the Financial Institution to treat this Safe Deposit Box Contract as at an end and to open the Safe Deposit Box.
12. **BREACH OF SAFE DEPOSIT BOX CONTRACT BY THE RENTER** – If the Renter breaches this Safe Deposit Box Contract, the Financial Institution may refuse access to the Safe Deposit Box and may also terminate this Safe Deposit Box Contract immediately.
13. **BANKRUPTCY, INSOLVENCY, OR OTHER LEGAL INCAPACITY** – In case of the bankruptcy, insolvency, or any other legal incapacity of the Renter, the duly appointed trustee, receiver, liquidator, committee, guardian, or other similar representative may exercise the rights of the Renter in accordance with applicable law, except in the case of unincorporated associations, in which case the Financial Institution may request a resolution from the unincorporated association appointing a new Sponsoring Member who will be required to execute a copy of the Safe Deposit Box Contract.
14. **COMPLIANCE WITH STATUTORY AND OTHER REQUIREMENTS** – The Financial Institution may at any time, by reason of statute, judgment, or other process, refuse access by the Renter to the Safe Deposit Box or its contents until such prohibition is removed. The Financial Institution must abide by any legal requirement in connection with access to the Safe Deposit Box and its contents. The Financial Institution is not responsible or liable for any loss or damage occurring in such a circumstance.
15. **WRITTEN NOTICE** – Any notice given by the Financial Institution to the Renter is sufficiently given and deemed received on the earlier of the actual receipt, or if mailed to the last address on the records of the Financial Institution of the Renter whose name first appears in the Renter Information section on the attached Safe Deposit Box Contract Application, five days after the date of mailing, if sent by email attachment to the Renter's email address for delivery, two days after sending, and if the written notice is of a general nature applicable to the Renter and other persons renting Safe Deposit Boxes from the Financial Institution, 30 days after posting such written notice in the branch of the Financial Institution or publishing such written notice on the Financial Institution's website. Any notice given by the Renter to the Financial Institution is sufficiently given and deemed received on actual receipt of a written notice to the branch of the Financial Institution at which the Safe Deposit Box is located.
16. **LIMITATION OF LIABILITY OF THE FINANCIAL INSTITUTION** – The responsibility of the Financial Institution is limited to the exercise of ordinary diligence to prevent the opening of the Safe Deposit Box otherwise than in accordance with the conditions of this Safe Deposit Box Contract. The maximum liability of the Financial Institution for any claim arising from or relating to this Safe Deposit Box Contract, or the Safe Deposit Box, or the contents alleged to be held, lost, or damaged, shall not exceed the lesser of \$500 or the actual fair market value of the proven contents. The Financial Institution shall have no liability for indirect loss, consequential damages, emotional harm, sentimental value, or any other form of loss or damage.
17. **RESPONSIBILITY OF THE RENTER AND INSURANCE** – The Renter accepts full responsibility for loss of or damage to the contents of the Safe Deposit Box, and acknowledges that it is the responsibility of the Renter to obtain insurance on the contents of the Safe Deposit Box. The Renter releases the Financial Institution from any and all liability for loss or damage to the contents of the Safe Deposit Box that is covered by such insurance or would have been covered if the Renter had put such insurance coverage in place.
18. **INDEMNITY** – The Renter agrees to indemnify the Financial Institution against all costs, loss, damage, and expense arising by reason of any suit related to the Safe Deposit Box or the right of access to it or the contents of it, or by reason of the Financial Institution permitting the execution of any warrant, order, direction, writ of assistance, judgment, or other process purporting to authorize entry into or search in or of the Safe Deposit Box.
19. **MODIFICATION OF SAFE DEPOSIT BOX CONTRACT** – The Financial Institution may vary this Safe Deposit Box Contract by giving the Renter not less than 30 days' notice in writing of any such variation.
20. **OTHER CLAIMS ON THE ACCOUNT OR SAFE DEPOSIT BOX** – If the Financial Institution receives notice of a possible claim against, or interest in, any of the Renter's accounts with the Financial Institution (the "Accounts") or the Safe Deposit Box under any court order, statutory demand, or under applicable family, domestic relations, matrimonial property, or similar legislation, a marriage agreement, or a separation agreement, the Financial Institution may refuse to permit the Renter to have any dealings with any of the Accounts and the Safe Deposit Box, even if funds stand to the credit in any such Account, until the Financial Institution receives direction from a court or other legal authority. The Financial Institution will not be liable for any loss or damage resulting from any refusal by the Financial Institution under this section.
21. **PROCEEDS OF CRIME LEGISLATION** – The Renter acknowledges that the Financial Institution is subject to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and *Regulations* and that the Financial Institution may, from time to time, request information from the Renter to address the reporting, record-keeping, client identification, and ongoing monitoring requirements of that legislation. The Renter agrees to abide by and comply with all such requests.
22. **APPLICABLE LAW** – This Safe Deposit Box Contract is governed by the laws of the jurisdiction of incorporation of the Financial Institution, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws.
23. **SEVERABILITY** – This Safe Deposit Box Contract will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Safe Deposit Box Contract is held to be invalid or unenforceable to any extent, then:
  - a) such provision will be interpreted, construed, or reformed to the extent reasonably required to render the same valid, enforceable, and consistent with the original intent underlying such provision; and
  - b) such invalidity or unenforceability will not affect any other provision of this Safe Deposit Box Contract.
24. **NO WAIVER** – No waiver by the Financial Institution of any breach of or default under this Safe Deposit Box Contract shall be deemed to be a waiver of any preceding or subsequent breach or default. The Financial Institution may, without notice, require strict adherence to the Terms and Conditions of this Safe Deposit Box Contract, despite any prior indulgence granted to or acquiesced in by the Financial Institution.
25. **SINGULAR INCLUDES PLURAL** – Wherever the singular is used herein it shall include the plural.