AGREEMENT FOR HIRE OF SAFE DEPOSIT BOX

No. of Safe …………………… Hirer's Name: ………………………………………………………………………………(the "Hirer")
Class of Safe ………………… Contact Address: …………………………………………………………………………......
No. of Keys issued ………….. Telephone No.: ………………………………………………..
Security ($)………………………………………………………..........…………......................……….............…………(the "Security")
Your Nominated Account held with Bank of China (Australia) Ltd for debiting fees and charges
Account No……………………………………………………………………………………..................…......... ("**Nominated Account**")
Hire Fee ($per annum) ………………………………………………………………………...
Commencement Date ……………………………………………………………………...

Agreement

1. The Hirer wishes to hire a Safe Deposit Box from Bank of China (Australia) Limited ABN 28 110 077 622 (the "Bank").

2. The Bank agrees to lease the Safe Deposit Box mentioned above (the "Box") to the Hirer on the terms and conditions contained in this Agreement.

3. The Hirer must be an existing customer of the Bank.

PART A - TERMS AND CONDITIONS

4. This Agreement consists of two (2) Parts:
   (a) this Part A - Terms and Conditions; and
   (b) Part B - Schedule of Fees and Charges.

Term

5. This Agreement commences on the Commencement Date and will continue until terminated pursuant to clauses 26, 27 or 28.

6. The Hirer warrants that it has full legal entitlement to store the contents of the Box under this Agreement to the exclusion of third parties.

Deposit and Fees

7. Prior to the Commencement Date, the Hirer must pay the Security amount to the Bank as security for payment of amounts owing by the Hirer to the Bank under this Agreement**.** The Bank does not pay any interest on the Security amount. On termination of this Agreement, the Security amount will be refunded to the Hirer provided that there are no outstanding amounts owing to the Bank under the Agreement and provided that the Hirer returns to the Bank the two (2) keys as issued by the Bank under clause 12.

8. The Hirer agrees to pay the Security amount and to pay to the Bank the Fees and Charges set out in Part B. The Establishment Fee and the Hire Fee for one (1) year is payable by the Hirer on or before the Commencement Date. After the Commencement Date, the Hirer must pay the applicable Hire Fee annually in advance on each anniversary of the Commencement Date.

9. The Hirer agrees to pay the Fees and Charges set out in Part B and authorises the Bank to debit the amount of the Fee or Charge from the Security amount or to another account held by the Bank and nominated by the Hirer ("Nominated Account") when the Fee or Charge becomes payable. To change the Nominated Account, the Hirer must notify the Bank in writing of the account details.

10. The Hirer grants the Bank a lien over the contents of the Box for all amounts due and payable to the Bank under this Agreement.

Access

11. Subject to clause 18, before a person is granted access to the Box in accordance with this Agreement, the following conditions must be satisfied:
    (a) access is requested at a time when the Bank is open for business – (opening hours can be found at bankofchina.com/au or by calling the retail branch holding the Box);
    (b) the person complies with the Bank's reasonable procedures in relation to accessing the Box and the Strong Room; and
    (c) the person's identity is verified to the satisfaction of the officer of the Bank in charge of the Strong Room.

12. On the Commencement Date, the Bank will provide the Hirer with two (2) keys to the Box in a sealed envelope (the receipt for which must be acknowledged in writing by the Hirer).

13. The Bank will not hold a duplicate copy of the keys to any Box and the Hirer is responsible for the safe keeping of the keys. The Bank is not liable for any loss or damage suffered by any person as a result of lost keys (except to the extent such loss or damage is caused by the Bank's fraud, negligence or misconduct, or the fraud negligence or misconduct of its officers, employees, contractors, agents, attorneys or receivers).

14. In the event the keys are misplaced by the Hirer, Fees will apply. Fees may include a Key Replacement Fee and Box Drilling and Lock Replacement Fee.

15. A maximum of three (3) joint Hirers are permitted for each Box. Where there are two or more persons as Hirer:

(a) each person will be a joint tenant and the survivor or survivors if any one person dies will have access to and be considered by the Bank to be the sole Hirer;

(b) each person's liability under this Agreement is joint and several;

(c) the Box may be accessed by: (check one of the options below if you do not want the default option)

any one (1) Hirer acting alone;	**(default option)**
any two (2) Hirers acting together;	☐
all Hirers acting together.	☐

If no selection is made above any one of the Hirer acting alone may access the Box.

(d) the Bank, acting reasonably, is not obliged to make enquiries as to the instructions any person as Hirer gives in relation to the conduct of the facility. However, the Bank will not rely on any instructions where there is manifest error or actual knowledge that instructions are from a person other than the Hirer. The Bank is not liable for any loss or damage the Hirer or anyone else suffers due to the Bank acting on instructions from a person as Hirer in good faith, unless it is proved that the Bank(or its officers, employees, contractors, agents, attorneys or receivers) was fraudulent, negligent, or engaged in misconduct.

16. The access to the box may be changed as follows:

From	To	by written instruction of
any one (1) Hirer acting alone;	all Hirers acting together.	any one (1) Hirer
any one (1) Hirer acting alone;	any two (2) Hirers acting together	all Hirers
any two (2) Hirers acting together;	all Hirers acting together.	any one (1) Hirer
any two (2) Hirers acting together;	any one (1) Hirer acting alone	all Hirers
all Hirers acting together	any one (1) Hirer acting alone	all Hirers
all Hirers acting together	any two (2) Hirers acting together	all Hirers

17. A person (or persons) appointed by the Hirer as the Hirer's attorney(s) for the purpose of gaining access to or otherwise deal with the Box will be granted access to the Box provided that a copy of the Power of Attorney in a form satisfactory to the Bank, acting reasonably, is first provided to the Bank. The Bank will not be liable for any loss or damage that the Hirer or anyone else suffers caused by any unauthorised access by the attorney if:

(a) the Bank has not been informed that the Power of Attorney appointment is invalid; and

(b) no notice of revocation of the Power of Attorney has been received by the Bank,

except to the extent such loss or damage is caused by the Bank's fraud, negligence or misconduct, or the fraud, negligence or misconduct of its officers, employees, contractors, agents, attorneys or receivers.

18. The Bank may, acting reasonably, refuse access to the Hirer (or its appointed attorney under a Power of Attorney) and will not be liable for any loss or damage suffered by any person as a result of such refusal if:

(a) there are any amounts owing to the Bank by the Hirer under this Agreement;

(b) the Hirer is in breach of this Agreement;

(c) the Bank is aware of an interest of a person in the contents of the Box that has priority over the Hirer's interest;

(d) the Bank's procedures relating to access to the Box are not complied with by the person seeking access;

(e) in the opinion of the Bank access to the Strong Room is unsafe or an emergency situation has occurred; and

(f) required or authorised by law to prohibit access,

except to the extent such loss or damage is caused by the Bank's fraud, negligence or misconduct, or the fraud, negligence or misconduct of its officers, employees, contractors, agents, attorneys or receivers.

19. If required by law (including in accordance with an order of a court or other judicial or administrative body), the Bank may forcibly open the Box and permit removal of all or part of the contents of the Box without notice to the Hirer, in which case:

(a) the Hirer will be responsible for all reasonable costs incurred by the Bank in complying with requirement and for the repair of the Box as a result; and

(b) the Bank will not be liable for any loss or damage suffered by any person as a result of forcibly opening the Box (except to the extent such loss or damage is caused by the Bank's fraud, negligence or misconduct, or the fraud, negligence or misconduct of its officers, employees, contractors, agents, attorneys or receivers).

Consequence of non-payment of Hire Fee

20. If the applicable Hire Fee payable by the Hirer remains unpaid for more than (3) months after the date the Hire Fee becomes payable, the Bank may give

written notice to the Hirer of the amount outstanding at the last address recorded by the Bank for the purpose of this Agreement. If the Hire Fee remains overdue fourteen (14) days after such notice is given, the Bank may do one or more of the following:

(a) terminate this Agreement;

(b) open the Box by force, (including drilling through and destroying the lock) and remove its contents;

(c) require the Hirer to collect the contents of the Box;

(d) return the contents of the Box to the Hirer (by means the Bank considers appropriate, acting reasonably) to the Hirer's last address recorded by the Bank for the purpose of this Agreement; and

(e) retain and keep the contents at a designated place the Bank deems appropriate, acting reasonably, until the Hirer pays all amounts outstanding or until such time that the contents becomes Unclaimed Property and subject to the terms of clause 31.

21. The Hirer will be responsible for all reasonable costs incurred by the Bank in taking any action in accordance with clause 20, including but not limited to the Box Drilling and Lock Replacement Fee.

Limitation of Liability

22. Subject to clause 23, the Bank is not liable or responsible for any loss of or damage to the contents of the Box including but not limited to any loss, damage or deterioration arising from any fire, flood, earthquake, act of war, strike, lock out, riot or tempest at all time (except to the extent such loss, damage or deterioration is caused by the Bank's fraud, negligence or misconduct, or the fraud, negligence or misconduct of its officers, employees, contractors, agents, attorneys or receivers).

23. Nothing in this Agreement should be interpreted as excluding, restricting or modifying any guarantee, condition or warranty which is implied by the Australian Consumer Law. Certain non-excludable warranties under consumer protection laws that the Safe Deposit Box service will be carried out with due care and skill and be reasonably fit for the purpose will apply when the service is provided to the Hirer as a consumer. In this case, if the Bank breaches any of those warranties the Hirer may be entitled to compensation. If the Hirer is not a consumer under consumer protection laws the Bank's liability for loss or damage is limited to re-supplying the service to the Hirer or paying the costs of having the services resupplied to the Hirer. The Bank's liability to you will not be limited in this way if it is not fair or reasonable for the Bank to rely on the limitation set out in this clause. You may be a consumer under consumer protections laws if you enter into a credit contract, or acquire financial services for personal, domestic or household use or consumption.

Insurance

24. The Bank has no duty or liability to insure the contents of the Box against any risk. The Hirer accepts responsibility for arranging the Hirer's own insurance of the contents and acknowledges that the Hirer is aware that it is in the Hirer's interest to insure the contents of the Box.

25. The Hirer is responsible for complying with any conditions of an insurer relating to any policy of insurance taken out by or issued to the Hirer in respect of the contents of the Box.

Termination

26. The Hirer may terminate this Agreement by delivery of a notice in writing to the Bank's premises at which the Box is located.

27. The Bank may terminate this Agreement by 30 days' notice in writing to the Hirer at the last address recorded by the Bank for the purpose of this Agreement.

28. The Bank may terminate this Agreement immediately and without prior notice if the Hirer breaches clause 32 or if the Bank has reasonable grounds to believe that the Box is being used or may be used for purposes that involve the contravention of any laws (including the laws of other countries) or that the use of the Box includes the purpose of subverting any laws (including laws of other countries).

29. On termination of the Agreement under clause 26 or 27:

(a) the Hirer must remove the contents from the Box, surrender the keys and pay all Hire Fees and other amounts due and payable under this Agreement and remains liable for such amounts after termination; and

(b) in respect of the Hire Fee:

- where the Agreement is terminated within the first 12 months of the Commencement Date, no refund will be made to the Hirer for the Hire Fee paid in advance; or
- after the first anniversary of the Commencement Date and where the Agreement is terminated after any subsequent anniversary of the Commencement Date, a pro-rata refund will be made to the Hirer for the Hire Fee paid in advance (for example, where the Agreement is terminated six months after the. Anniversary of the Commencement Date, a 50% refund will be made to the Hirer).

30. On termination of the Agreement under clause 28:

(a) the Hirer must pay all Hire Fees and other amounts due and payable under this Agreement and remains liable for such amounts after termination; and

(b) the Bank may at its discretion, acting reasonably, either:

(i) require the Hirer to remove the contents of the Box;

(ii) refuse to allow the Hirer access to the contents of the Box and hold the contents of the Box or lawfully dispose of, or handover, the contents of the Box, as required by law.

Unclaimed Property

31. If any contents of the Box have not been collected by the Hirer within 3 months after termination of this Agreement the contents will be treated as unclaimed property and the Bank may (at the Hirer’s risk and expense) open the Box by force and remove its contents and

(a) retain and keep the content**s** at a designated place the Bank deems appropriate; or, acting reasonably;

(b) proceed to dispose of the unclaimed contents, and apply any proceeds in accordance with any applicable law relating to the disposal of uncollected goods.

Limitation on Property to be Held in the Box

32. The Hirer agrees that any cash held in the Box must always be less than AU$10,000, (or equivalent in another currency or currencies combined).

33. The Hirer must not place or keep in the Box any liquids, explosives, guns, flammable material, explosive material, drugs, gas, liquid, corrosive material, radioactive material or things which may become dangerous, offensive or a nuisance to any person, things which may harm the interests of others.

34. The Hirer will not keep any item in the Box that may be damaged due to temperature fluctuations or that requires a controlled temperature environment (e.g.. audio/visual tape, computer disk, film, wine).

35. The Hirer is liable for all loss or damage suffered by any person arising from the Hirer's failure to comply with clause 33 or 34.

Deceased Estate

36. In the event of death of the only or last remaining Hirer, the Bank may grant access to the Box to:

(a) the Executor/Administrator of the Hirer if the Bank has received the production of the Probate or Letters of Administration; or

(b) a person who, to the Bank's satisfaction, acting reasonably, is entitled to access the Box.

37. Where two (2) or more Hirers are party to this Agreement, in the event of death of one (1) of the Hirers, the survivor(s) will have access to the Box and will be deemed to be the Hirer(s). In this case, the Agreement will terminate immediately unless the survivor enters a new Agreement for Hire of Safe Deposit Box (in respect of the Box).

37A. For further information in relation to the Bank's administration of deceased estates please refer to our website at www.bankofchina.com/au. Alternatively, further information may be obtained from any branch or office of the Bank or by contacting us by phone or email.

Access to Box by others

38. The Bank may, acting reasonably, comply with a requirement for access to the Box arising from an order of a court or other judicial or administrative body, statutory notice or demand, or other request for access permitted by law.

39. If the Bank gives access pursuant to clause 38, it may permit the removal of all or any part of the contents of the Box, without prior notice to you. The Bank will not be liable to you for any damage to, or removal of the contents, nor any consequential action taken against you following access, in these circumstances (except to the extent such loss, damage or consequential action is caused by our fraud, negligence or misconduct, or the fraud, negligence or misconduct of our officers, employees, contractors, agents, attorneys or receivers).

40. Where the Bank reasonably believes that ownership of the property has vested in a trustee or other person, for any reason (including by your death, insolvency or incapacity), the Bank may allow the trustee or other person to open the Box and remove the contents.

41. If the Bank releases contents to any trustee or person under clauses 38 to 40, our agreement will be terminated. The Bank will not be liable to you for any claim arising from the release of the contents under this clause, except to the extent any claim is caused by the Bank's fraud, negligence or misconduct, or the fraud, negligence or misconduct of the Bank's officers, employees, contractors, agents, attorneys or receivers.

General Provisions

42. If the Bank wishes to effect any repair in any part of the Strong Room, change the location of the Box or relocate the branch of the Bank to another address, the Bank will be at liberty, acting reasonably, to remove the Box to another part of the Bank's premises or to the other address of the Bank. The Bank will inform the Hirer of the new location prior to the relocation. We will use reasonable endeavours to minimise any inconvenience to the Hirer from any relocation. If the Hirer does not accept any variation that we make, the Hirer can ask us to terminate the service without incurring a penalty by complying with clause 26.

43. The Hirer, may not assign its rights under this Agreement without the prior written consent of the Bank and any attempted assignment without consent will be null and void. The Bank may assign its rights under this Agreement, or otherwise deal in any way with those rights, where reasonably necessary for its legitimate business purposes.

44. This Agreement does not confer on the Hirer any proprietary interest in the land of the Bank in which the Box is situated or the Box itself.

45. The Bank is entitled from time to time to make rules and regulations for the orderly and secure operation of the Strong Room and for access to it and is entitled to make reasonable variations to such rules and regulations from time to time. We will give the Hirer 30 days' prior notice before making any variation. We may do this by writing to the Hirer at the last address recorded by the Bank for the purpose of this Agreement or by exhibiting it at or near the entrance to the Strong Room. If the Hirer does not accept any variation that we make, the Hirer can terminate the service as set out in clause 26.

46. Without prejudice to any other mode of service, a notice is deemed to have been duly given by the Bank under this Agreement 3 days after the day of posting if sent by ordinary prepaid post to the address of the Hirer set out at the heading of this Agreement or any other current address provided in writing to the Bank by the Hirer.

47. The Bank may vary this Agreement including to change any fees from time to time or to introduce a new fee or charge. However, any increase in fees and charges will not apply for the period for which you have paid the Hire Fee. We will give the Hirer at least 30 days prior notice before introducing a new fee or charge. We will give the Hirer at least 30 days' prior notice of any unfavourable changes, and notice of any other change to terms and conditions no later than the day the change takes effect. We may do this by written notice to the Hirer (this includes printed or electronic communications such as app notifications, emails, publishing the notice on the Bank's website or another platform and directing the Hirer to the notice), by advertising in any national or local newspaper or other media, by notifying the Hirer in any other way permitted by law, or subject to law through any other notice method agreed with the Hirer. If the Hirer does not accept any change that we make, the Hirer can terminate the Agreement as set out in clause 26. If you terminate because of a change the Bank makes to this Agreement, the Bank will allow you to exit without paying any additional fees, however we may retain fees reasonably connected with the establishment of the Safe Deposit Box with you, including our Hire Fee for the first year.

48. If there is a change to, or introduction of a government fee or charge that you pay directly or indirectly in relation to your Safe Deposit Box, we will tell you about the introduction or change if the change is not publicised by the government.

48A. If the Hirer switches Safe Deposit Boxes (for example, from Size A to E or vice versa), then in respect of the Hire Fee:

(a) if the Hirer switches boxes within the first 12 months of the Commencement Date, no refund will be made to the Hirer for the Hire Fee paid in advance where the Hirer switches to a smaller box. If the Hirer switches to a larger box, the Hirer will be required to pay the pro-rata amount of the increased fee for the remaining term;

(b) if the Hirer switches boxes after the first anniversary of the Commencement Date, a pro-rata refund will be made to the Hirer for the Hire Fee paid in advance where the Hirer switches to a smaller box. If the Hirer switches to a larger box, the Hirer will be required to pay the pro-rata amount of the increased fee for the remaining term.

Identification Requirements

49. Prior to accepting your application and during the course of this Agreement, the Bank is obliged to collect certain information to identify you and any person to whom we grant access pursuant to clause 17 (Your Attorney) and to verify information you or Your Attorney provide as required by the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth). If you or Your Attorney do not provide the required information, we may not be able to accept your application to hire a Box or continue to provide you with service for the Box if you are already a Hirer.

Customer Information and Privacy

50. We generally collect personal information about you from you directly but we may also collect your personal information from third parties in accordance with our Privacy Policy.

51. We collect personal information in order to: establish your identity and assess your application for our products and services, provide you with the products and services you request; provide you with customer support; monitor and evaluate our products and services; respond to your queries or requests for assistance (including hardship applications) or complaints; take measures to detect and prevent fraud and financial loss; administer our customer relationships, services, products, systems and business functions; comply with our legal obligations, including our obligations under applicable anti-money laundering and counter-terrorism financing and sanctions laws, or a court/tribunal order; develop and research our products and services; conduct appropriate checks for credit-worthiness; maintain and develop our information technology systems, including the testing and upgrading of these systems; and provide you with information relating to our products or services that we believe may be of interest to you.

52. If you do not provide us with your personal information, some or all of the following may happen: we may not be able to provide the requested products or services to you, either to the same standard or at all; we may not be able to provide you with information about products and services that you may want, including information about special promotions; we may not be able to properly investigate or resolve your query or complaint; or we may delay, block or refuse to make a payment or action an instruction relating to your account.

53. We may disclose your personal information to the following third parties: our related bodies corporate within the Bank of China group; credit providers, referees or persons with whom you transact; credit reporting bodies (for credit products), our agents, contractors, brokers, insurers, authorised representatives and credit representatives; other organisations who jointly with us provide products or services to you; other financial institutions; our local Australian clearing agent bank; payment system operators, service providers and participants; card scheme participants; loyalty program redemption partners; government or regulatory bodies or to law enforcement agencies with appropriate authority; fraud bureaus or other organisations to identify, investigate or prevent fraud or other misconduct; external dispute resolution schemes; our professional advisers including lawyers and auditors, consultants; your duly authorised representatives; and our service providers.

54. If you are under 14 or have special needs, we may share your information with your parent or legal guardian or any person appointed to manage your affairs. We may collect personal information where it is required or authorised by or under an Australian law or a court/tribunal order. In certain circumstances we may be required to collect your name, address, date of birth, and other verification information and verifying documents to comply with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) We may also be required to request your tax residency status under information sharing agreements between the Australian Government with other countries, such as the agreement between Australia and the United States (US) under US law (Foreign Account Tax Compliance Act), that requires us to ask account holders of some products whether they are US citizens or US tax residents. If you are a tax resident of another country, the relevant treaty or law (such as the Common Reporting Standard under the Taxation Administration Act 1953 (Cth)) may require us to collect your relevant foreign tax identification number and tax residency status.

55. Our Privacy Policy, available at bankofchina.com/au or from us on request, contains information about how we use and collect personal information and how you may access and correct the personal information that we hold about you and how to lodge a complaint relating to our treatment of your personal information, and how we will deal with the complaint.

We may disclose personal information overseas to our overseas related bodies corporate and service providers in those countries listed in our Privacy Policy.

An overseas recipient may be required to disclose your personal information under a foreign law.

56. You may contact us by writing to: Compliance Officer, Legal and Compliance, Bank of China Ltd, 140 Sussex Street, SYDNEY, NSW 2000. Or by telephone on: 1-800-095-566 (toll-free) or 61 2 8299 8031 between 9:00am and 5:00pm Monday to Friday AEDT (not available on NSW public holidays or Bank Holiday).

57. This Agreement is governed by the laws of the State of New South Wales and the parties submit to the jurisdiction of the Courts of that place. We will give any legal protections available to you in the State or Territory in which you live.

58. Dispute resolution procedure

Do you have a complaint or query?

The Bank ("we" or "us") prides itself on the standards of service and fairness with which we treat you, our valued customer. However, if you feel we have fallen short of these ideals, these guidelines have been prepared to assist you to have your complaint or query dealt with in a fair and reasonable way.

If you have a complaint about a banking service we have provided to you or think we have not met our obligations to you under the Banking Code of Practice, contact us in the first instance. We will try to resolve your complaint through our internal dispute resolution service.

When responding to complaints, we will endeavour to provide reasons for the decision taken and adequately address the issues that were raised in the initial complaint. This is part of our effort to provide you with a higher quality of service and to help ensure our performance always meets your expectations.

Who is eligible for this service?

All of our customers may take advantage of the procedure described in this document. However, you should be aware that any reference of a complaint to the Australian Financial Complaints Authority (AFCA) is primarily limited to individuals and small businesses (as defined in the Banking Code of Practice).

How to make a complaint?

(a) You can visit or call your local Branch to submit a complaint. Branch staff are trained to receive all enquiries and complaints. To help us understand the issues of your complaint, we may require you to provide any supporting documents and other evidence relating to your grievance and consult with us as to how you would like the Bank to resolve the matter. Bank staff will provide you with contact information that you can use to seek an update on your complaint at any time which we will provide as soon as reasonably practicable.

(b) If you are unable to contact a Branch in-person or by phone, you can call the complaints hotline at 1800 095 566.

(c) The Bank will seek to resolve a complaint fairly and reasonably in the shortest time period and will endeavour to resolve matters within 24 hours (if practicable). If your complaint has not been resolved within 5 Business Days, it will be referred to for review by the Bank's Complaints Manager. Please allow for time where cases require the Bank to contact overseas offices (e.g. international transactions) or other banks.

(d) The Bank will endeavour to respond to your complaint within 30 days. The Bank's response following any internal investigation will always include:

(i) the final outcome of the complaint, including actions taken by the Bank to resolve the matter or the reasons for the rejection;

(ii) a description of your right to take the complaint to AFCA if you are not satisfied with the Bank's response;

(iii) the AFCA contact details.

(e) If We are unable to resolve Your complaint within 30 days, We will:

(i) tell you the reasons for the delay;

(ii) tell you the date by which you can reasonably expect to hear the outcome of the investigation;

(iii) give you monthly updates on the progress;

(iv) tell you about your right to complain to AFCA if you are dissatisfied; and

(v) provide you with contact details for AFCA.

(f) However, We do not have to keep you informed in this way if You have not responded to requests for additional information from Us, and Your non-response is preventing Us from dealing with Your complaint.

(g) If an issue has not been unresolved to your satisfaction, you can contact our Customer Advocate on (02) 8871 5888, who may assist you. You can also lodge a complaint with the Bank's external dispute resolution provider, the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

If your complaint is not resolved in this way, you can contact the Australian Financial Complaints Authority (AFCA) if your complaint fits within their rules. We are bound to cooperate with AFCA in dealing with your complaint. AFCA decisions are binding on us.

Note that lodging a complaint through our internal dispute resolution service or AFCA is free of charge.

AFCA's contact details are as follows:

Australian Financial Complaints Authority

Website	www.afca.org.au
Email	info@afca.org.au
Telephone	1800 931 678
	(free call) 9am to 5pm AEST/AEDT weekdays
Fax	(03) 9613 6399
In writing to	Australian Financial Complaints Authority GPO Box 3, Melbourne VIC 3001

59. The relevant provisions of the Banking Code of Practice (BCOP) apply to your Safe Deposit Box facility. You can obtain a free copy of the BCOP from:

(a) our website at bankofchina.com/au; or
(b) any of our retail branches in Australia; or
(c) us by mail upon your request by telephoning us on 1800 095 566.

The BCOP is a code that sets out the standards of practice and service in the Australian banking industry for individual and small business customers, and their individual guarantors.

60. The Bank's rights and discretions

(a) When the Bank exercises a right or discretion under this Agreement it do it in a way that is fair and reasonable. This includes when the Bank makes changes to terms of this Agreement or fees and charges. The Bank can take a range of things into account when exercising its rights and discretions. These include the Bank's legitimate business interests, its regulatory and prudential obligations, its obligations under card scheme rules, its cost of doing business, the management of any risks (including sanctions risks), and the prevention of the misuse of the Bank's facilities, including to prevent financial abuse or potential fraud or scams. The Bank can also take into account each of its customers' circumstances, including relating to financial difficulty or vulnerability.

(b) The Bank may exercise a right or remedy or give or refuse its consent in any way is considers appropriate, including by imposing conditions.

(c) If the Bank does not exercise a right or remedy fully or at a given time, it can still exercise it later.

(d) The Bank's rights and remedies under this agreement are in addition to other rights and remedies provided by law independently of it.

(e) The Bank's rights and remedies may be exercised by any of its employees or any other person it authorises.

(f) The Bank is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy except to the extent that such loss arises because of our fraud, misconduct or negligence.

PART B - FEES AND CHARGES AND COMMISSION

<table>
<tr><th colspan="5">SAFE DEPOSIT BOX SERVICE - FEES AND CHARGES</th></tr>
<tr><th colspan="2">Fee Description</th><th>Amount of Fee</th><th>Calculation</th><th>When the fee is payable</th></tr>
<tr><td colspan="2">Establishing fee (Inc. GST)</td><td>AUD66.00</td><td>per Box</td><td>Payable at time of Application</td></tr>
<tr><td colspan="2">Security</td><td>AUD250.00</td><td>per Box</td><td>Payable at time of Application</td></tr>
<tr><td rowspan="5">Annual
Hire Fee
(Inc. GST)
Note: A margin of variation of less than 10mm applies to each Box Type.</td><td>Type A
Size 64x116x535</td><td>AUD168.00</td><td>per Box</td><td rowspan="5">Payable at the time of Application and then annually on the Application date anniversary.</td></tr>
<tr><td>Type B
Size 115x116x535</td><td>AUD238.00</td><td>per Box</td></tr>
<tr><td>Type C
Size 64x252x535</td><td>AUD268.00</td><td>per Box</td></tr>
<tr><td>Type D
Size 115x252x535</td><td>AUD418.00</td><td>per Box</td></tr>
<tr><td>Type E
Size 244x252x535</td><td>AUD568.00</td><td>per Box</td></tr>
<tr><td colspan="2" rowspan="2">Access Fee (Inc. GST)</td><td>Free</td><td>per visit</td><td>For up to 4 visits per month</td></tr>
<tr><td>AUD10.00</td><td>per visit</td><td>Payable on the 5th visit in any month and then on every visit until the end of the month.
Number of visits = the total of: each occasion of access x number of people attending the access.</td></tr>
<tr><td colspan="2">Key Replacement (Inc. GST)</td><td>AUD120.00</td><td>per key</td><td>Payable for a replacement key one key to the Box is lost and the Hirer holds one key.
Note: If both keys are lost, the Box will be drilled open and the Box Drilling and Lock Replacement fee will apply.</td></tr>
<tr><td colspan="2">Box Drilling and Lock Replacement (Inc. GST)</td><td>AUD440.00</td><td>per Box</td><td>The fee is charged when:
• both keys are misplaced; or
• the Bank is required or authorised under this Agreement to use force to open the Box
by force pursuant to clause 14 of the Agreement for Hire of Safe Deposit Box.</td></tr>
<tr><td colspan="2">Appointment of Power of Attorney (Inc. GST)</td><td>AUD44.00</td><td>per Attorney</td><td>Payable on appointment of an Attorney to operate the Box.</td></tr>
<tr><td colspan="2">Overdue Payment Fee 1</td><td>AUD30.00</td><td>per Box</td><td>Payable when the whole or part of the Annual Hire Fee is from one month to six months overdue.</td></tr>
<tr><td colspan="2">Overdue Payment Fee 2</td><td>AUD60.00</td><td>per Box</td><td>Payable when the whole or part of the Annual Hire Fee six months or more overdue.</td></tr>
<tr><td colspan="2">Box Freeze Fee (Inc. GST)</td><td>AUD11.00</td><td>per Box</td><td>Payable when the Bank is required by the Hirer, by law or under this Agreement, to freeze the Box</td></tr>
<tr><td colspan="2">Record Search Fee (Inc, GST)</td><td>AUD66.00</td><td>per Hour</td><td>Payable when the Bank is required by the Hirer or by law to search paper or electronic archives, including CCT records.</td></tr>
<tr><td colspan="2">Damage Repair Fee</td><td>At cost</td><td>per repair</td><td>Payable when we are required to repair damage to a Box, which may result from forced access under the terms of this</td></tr>
</table>

			Agreement or damage otherwise caused by the Hirer.
Quarterly Record of Box Access	AUD10.00	per Box per record	Payable when we are asked to provide a record of access to the Box for a quarter. The fee will be deducted for each quarter that the report is produced.
SAFE DEPOSIT BOX COMMISSION PAYABLE			
Commission description	**Amount**	**Calculation**	**When and how payable**
Commission paid by the Bank to others	AUD	per Box	If an amount is shown as Commission, the Bank paid that amount in Commission to the person who referred you to the Bank for the purpose of obtaining the Box. Commission can be paid by way of a discount for the benefit of the referrer on the Annual Hire Fee or other Fees.

Information on access to Boxes, current fees and charges and trading hours is available on request by telephoning your local Bank of China Retail Branch or our website at bankofchina.com/au.

By signing below the Hirer (and where more than one each) declares that he or she has:
- **read and accepts the terms of this Agreement and;**
- **has received a copy of this Agreement and a sealed envelope containing two (2) Keys.**

Dated this day of 20

For Bank of China (Australia) Limited

……………………………………………………………..

Signature of Hirer

…………………………………………………

Authorised Signature