

# 第一商業銀行保管箱出租契約

承租人親簽 核對	經辦	主管

保管箱承租人\_\_\_\_\_（以下簡稱承租人）茲向第一商業銀行\_\_\_\_\_分行（部）  
（以下稱貴行）租用\_\_\_\_\_型第\_\_\_\_\_號，保管箱壹個，雙方約定遵守下列「保管箱出租約定事項」之各條款：

## 保管箱出租約定事項

- 第一條**（契約之性質）  
本保管箱之利用關係為租賃。
- 第二條**（對價及繳付方式）  
承租人應依承租時 貴行公告之租金費率標準或當事人特別約定之租金費率（以下簡稱費率），繳付租金、保證金或押租金。  
承租人同意就下列方式之一，租用保管箱：  
一、租金：新臺幣\_\_\_\_\_元，於起租日及續租日給付，保證金：新臺幣\_\_\_\_\_元（不得逾每期租金），於起租日一次給付。  
二、押租金：新臺幣\_\_\_\_\_元，於起租日給付。（免再繳付租金及保證金）  
三、其他（\_\_\_\_\_）。
- 第三條**（租用期限）  
保管箱租用期限自民國\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日起算，6個月為一期。  
承租人於期滿時，如依第四條或第五條方式繳足租金及保證金或押租金，視為依本契約約定條款續約，不另換訂新約。  
原採繳付對價方式如有變更者，均自變更日起重新起算租期。  
貴行如到期不續租，應於30日前以書面通知承租人。
- 第四條**（對價之調整、補繳、退還及其他約定事項變更）  
貴行如擬調整費率，應於契約到期30日前，以書面或事先與承租人約定之方式通知承租人自下一租期起適用新費率，並應於新費率生效日60日前，於 貴行營業場所、網站公告新費率。  
前項 貴行之通知內容，應載明下列事項：  
（一）調整後之費率及繳納續租租金或應補繳或退還保證金或押租金之差額。  
（二）繳納或補繳之期限（30日）。  
貴行依第一項通知承租人後，承租人未於通知期限內繳足租金、保證金或押租金者，承租人自逾期日起至繳納日止，依補繳當日 貴行牌告基準利率加1倍計收遲延利息。（基準利率係以「金融業隔業拆款平均利率」加一定比率訂定，並經依規定公告者）  
貴行如變更本契約其他約定事項，應事先列明變更之內容，於營業場所、網站等處揭示公告，並於契約到期30日前通知承租人自下一租期起適用新契約條款或辦理換約手續。  
貴行未為第一項或前項通知者，視為依原契約條件續約。但費率調降者適用新費率。
- 第五條**（轉帳授權條款）  
一、承租人新租及續租貴行之保管箱繳交租金及保證金，以轉帳扣款方式進行者，請擇一勾選：要；不要（承租人自行繳納）。  
二、本契約每期應繳之租金及應補繳或退還之保證金差額，承租人委託貴行於前期租期到期時：  
通知承租人/通知承租人後即以轉帳扣款或逕行存入之方式進行；  
通知承租人後，承租人未於七日內通知貴行有關續租或差額之退補方式，則以轉帳扣款或逕行存入之方式進行。  
承租人同意前項第一款或第二款之轉帳扣款或逕行存入之方式，就開立於貴行\_\_\_\_\_分行（部）\_\_\_\_\_存款第\_\_\_\_\_號帳戶存款，自動轉帳代繳或將退款逕行存入，並以此契約為授權之證明；  
承租人加蓋存款原留印鑑：

核	章
- 第六條**（保證金或押租金之扣抵）  
本契約存續期間，有第三條第三項情形者，其差額應由承租人補足或由 貴行退還。  
承租人因違反本契約約定致對 貴行負有損害賠償責任者，於損害賠償金額確定時，同意 貴行於通知承租人後，得逕就所繳保證金或押租金扣抵，扣抵不足，仍由承租人負責補繳。
- 第七條**（承租人開箱手續）  
承租人開啟保管箱應憑鑰匙及原留存於 貴行保管箱印鑑卡上之印鑑或簽名，或其他約定之辨識方法，填具開箱紀錄卡經 貴行核驗後會同開箱，至開箱後除另有特別約定外， 貴行不得繼續會同辦理，其或存或取，概由承租人自理。但入庫人數眾多時， 貴行有權合理限定同時進庫開箱之人數。  
第三人持有保管箱鑰匙及承租人原約定之辨識方法，申請開啟保管箱，除另有特別約定外，雙方同意視同承租人本人申請開箱， 貴行不得拒絕。但因此產生之糾紛與損害概由承租人負責。
- 第八條**（置放物之範圍與限制）  
保管箱由承租人自行置放有價證券、權利證書、貴重物品、紀念品及其他物品文件等，但不得置放危險物品、違禁品、易爆易燃品、有礙公共安全或衛生物品、潮濕有異味與容易腐敗變質之物品或其他雙方約定之物品。若有事實足資證明承租人違反本項約定， 貴行得通知承租人於指定之期限內處理。  
承租人違反前項規定，致損害保管箱或造成其他損害，或因而使 貴行應對第三人負賠償責任者，承租人應賠償 貴行因此所生之損害。為避免危害公共安全，或因司法、警察機關調查犯罪之需要， 貴行會同司法或警察機關依法搜索或扣押置放物，應通知承租人。  
前項情形，如有急迫情事、妨害搜索、扣押等犯罪偵查作為之虞或無法通知者，得不通知承租人。但 貴行於事後應即將其情形以書面通知承租人。
- 第九條**（保管箱鑰匙之持用、留存與保管）  
保管箱鑰匙備有兩把，一把交承租人持用，一把由承租人與 貴行共同加封後留存 貴行，承租期滿退租時，承租人領用鑰匙應歸還 貴行。  
貴行於本契約終止前，不得使用前項封存之鑰匙。但有第八條第三項、第十七條及第二十條情形者，不在此限。  
承租人不得自行依樣配製鑰匙，一經發現即由 貴行無條件沒收銷燬複製鑰匙；因而發生糾紛與損害時，並應由承租人負賠償責任。  
承租人遺失鑰匙時，應繳付換發鑰匙之必要費用新臺幣\_\_\_\_\_元，如因致 貴行或第三人受有損害時並應由承租人負賠償責任。
- 第十條**（出租人之注意義務）  
貴行對於保管箱及設置保管箱場所之安全、防護及修繕、開箱手續，應盡善良管理人之注意義務，但因天災、地變及其他不可抗力而致之損失， 貴行不負賠償責任。  
貴行提供保管箱及設置保管箱之場所，若未達主管機關所訂定之基本安全標準，或 貴行對於進出開啟保管箱之作業手續未完全依照其所訂之作業規章和本契約約定之程序操作者，視為 貴行未盡善良管理人之注意義務。  
前項基本安全標準，附錄於本契約之後，而為本契約之一部，於該標準提高時，依新標準適用。
- 第十一條**（損害賠償責任）  
因保管箱之設置或管理有欠缺，致承租人置放物發生被竊、滅失、毀損或變質之損害者，除有特別約定外，雙方同意依下列方式辦理：  
一、承租人於損害發生後申報其置放物內容及損失金額，在未超過新臺幣\_\_\_\_\_元（不得低於新臺幣五萬元）之範圍內，由 貴行依據承租人申報損失之金額逕予賠償，但對於承租人損害賠償金額超過新臺幣五萬元以上，承租人應負舉證之責。  
二、承租人主張其損害逾前款金額，並經 貴行同意者，由 貴行按承租人主張之損害負金錢賠償之責，但最高賠償金額為新臺幣\_\_\_\_\_元（不得低於新臺幣五十萬元）（若承租人仍覺不足時，可自行再加保「保管箱竊盜險」）  
承租人能證明 貴行有故意或過失，而其所受損害逾前項第二款之金額者，仍得請求損害賠償。  
第一項第一款及第二款之金額，應由承租人及 貴行個別商定，不得由 貴行片面決定。
- 第十二條**（承租人或其繼承人之通知義務）  
承租人或其繼承人有下列情形之一者，應即以書面或電話或其他約定方式通知 貴行：  
一、遺失鑰匙或變更密碼。  
二、更換或遺失印鑑。  
三、變更姓名。  
四、承租人為法人團體，變更組織或代表人姓名。  
五、因繼承開始或其他重大情事暫停保管箱之開啟者。  
貴行於前項第一、二、五款通知到達後至承租人或其繼承人辦妥各項作業前，應停止本保管箱之開啟作業，如未停止因而致承租人或其繼承人之損害，應負賠償責任。  
承租人或其繼承人未依第一項規定通知 貴行時，因而所受之損害， 貴行不負賠償責任。
- 第十三條**（租期屆滿續租、退租及租期逾期續租、退租）

實行得於租期屆滿前通知承租人，承租人應至 實行辦理續租或退租手續。  
租期屆滿之日，承租人辦妥退租手續後，保證金或押租金無息退還之。  
租期屆滿，於承租人辦妥退租手續並補繳租金或繳交逾期租金及違約金前， 實行得停止會同開啟保管箱。  
逾期辦理續租者，應補繳租金並自原到租期之次日起，至辦理續租手續之日止計收違約金。  
前項違約金之標準，以續約日租金費率為準，依同額之日租金，按日之百分之十計收。  
逾期辦理退租者，自原到租期之次日起，至辦理退租手續之日或破封開箱之日止，計收逾期租金及違約金。  
前項逾期租金之標準，以辦理退租手續當日租金費率為準，依同額之月租金，按月計收，未滿一個月者，按日計收。違約金依逾期租金百分之十計算。

- 第十四條 (未依約定繳足保證金或押租金之處置)  
未依約定繳足保證金及押租金者，承租人自逾期日起至繳納日止依補繳當日 實行廣告基準利率加倍計收遲延利息。
- 第十五條 (承租人終止契約之程序與租金之返還)  
承租人得隨時終止契約，但應親自或以書面委託代理人至 實行辦理。  
承租人終止契約時，應按月計付租金，不足一個月者，按日計收。  
前項租金自承租人已付之租金、保證金中扣除後，由承租人補付不足之差額；如有溢付者，於辦妥退租手續時， 實行應即無息退還溢付之租金、保證金。
- 第十六條 (出租人終止契約之事由及租金之返還)  
承租人以押租金之方式租用保管箱者，承租人終止契約，於辦妥退租手續時， 實行應即無息退還押租金。  
實行於有下列情形之一者，得以書面於30日前通知承租人終止本契約：  
一、實行因修繕、遷移保管箱或結束保管箱業務時。  
二、實行依第四條第二項約定，催告承租人補繳押租金之差額，逾30日後，承租人仍未補繳者。  
三、承租人對 實行積欠因租用保管箱費用，屆期未清償，經 實行訂30日催告清償，仍未清償者。  
四、承租人因使用保管箱或進出保管箱設置場所對 實行或第三人造成損害者。  
五、有事實足認承租人違反本契約書第八條第一項置放物之範圍與限制之約定，經 實行通知於指定期限內至 實行處理，承租人逾期未辦者。  
六、承租人違反本契約其他約定情節重大者。  
實行因前項第一款事由終止契約時，應按實際出租日數，計收租金，並依法定利率加計利息後，退還已預收而未到期之租金；若 實行係依前項第二款至第六款事由終止契約時，應無息按日返還承租人繳未到期之租金。保證金、押租金，於辦妥退租手續時無息退還。  
前項應退還之租金、保證金及押租金得依法抵銷。
- 第十七條 (破封開箱事由及方式之約定)  
除另有約定外，承租人於租期屆滿經 實行通知後逾3個月未辦理續租或退租，或契約經終止，而承租人未於 實行通知期限內，配合辦理停止使用保管箱事宜者， 實行得先行通知承租人指定之聯絡人，如無聯絡人或無法通知者，得通知公證人、村里長或其他公正之人，會同辦理破封開箱手續，並得使用攝影、錄影或其他科技工具記錄其過程。
- 第十八條 (破封開箱後對置放物之處置)  
保管箱破封開箱後，對箱內置放物依下列方式處理：  
一、由 實行會同前條之承租人之聯絡人或公證第三人清點置放物及編製清單後，暫行包裹簽章封存，並即通知承租人，限期6個月內領回。  
二、如承租人不於前款期限內領回，而所付保證金或押租金不足抵償逾期租金(自租期屆滿，至承租人領回置放物或 實行依法拍賣完成之日止之租金)、破封開箱費用及其他損害賠償時，得由 實行依法變賣抵償，有剩餘時，另行存儲候領，不足時，應由承租人負責補足。  
三、承租人不於第一款期限內領回，而置放物顯無變賣價值者，承租人同意拋棄置放物所有權，任由 實行處置，絕無異議。  
前項第二款及第三款情形， 實行應將其處理情形通知承租人。
- 第十九條 (分租、轉租與轉讓之禁止)  
承租人不得將所承租保管箱分租或轉租第三人，亦不得將保管箱租賃權讓與他人或作為質權標的。
- 第二十條 (第三人強制執行)  
第三人向法院聲請對承租人之置放物實施強制執行時， 實行依法院之命令破封開箱交由法院處置者， 實行應即將其情形通知承租人。
- 第二十一條 (住所變更之告知)  
承租人、其聯絡人之住所或通訊處所或出租人之營業場所如有變更，應立即以書面或承租人、出租人雙方約定之方式告知對方及其聯絡人。
- 第二十二條 (管轄法院)  
因本契約事宜涉訟時，雙方同意以保管箱所在地之 地方法院為第一審管轄法院。但不得排除消費者保護法第四十七條或民事訴訟法第二十八條第二項、第四百三十六條之九小額訴訟管轄法院之適用。
- 第二十三條 (未盡事宜之約定)  
本契約如有未盡事宜，由承租人與 實行另行約定或依相關法律規定。
- 第二十四條 本金融商品所生紛爭之處理及申訴之管道為：0800-031-111。
- 第二十五條 本金融商品不受存款保險保障。  
本契約一式二份，由雙方各執一份，承租人業已於合理期間審閱前開全部條款，對上述契約約定事項涉及承租人權益、義務皆以紅字體顯示，其中第三、六、九、十、十一、十二、十三、十五、十六、十七、十九、二十四、二十五條屬契約特別重要內容，經說明後承租人業已充分瞭解，並簽章以資信守。

保管箱承租人為向第一商業銀行承租保管箱，茲此確認下列事項：  
本契約書於中華民國 年 月 日經承租人攜回審閱(審閱期間至少五日)，並充分了解及確認。  
承租人已收受第一商業銀行保管箱業務蒐集個人資料應告知事項 版。

承租人： \_\_\_\_\_ (簽名或蓋章)  
此 致  
第一商業銀行 \_\_\_\_\_ 分行(部) 地址： \_\_\_\_\_  
電話： \_\_\_\_\_

鑰匙 領訖 蓋章	
鑰匙號碼	
	年 月 日

承租人： \_\_\_\_\_ (簽名及蓋章)  
身分證統一編號： \_\_\_\_\_ 營利事業統一編號： \_\_\_\_\_  
地 址： \_\_\_\_\_ 市(縣) \_\_\_\_\_ 區(鄉)(鎮) \_\_\_\_\_ 村(里) \_\_\_\_\_ 街(路) \_\_\_\_\_ 段 \_\_\_\_\_ 巷 \_\_\_\_\_ 弄 \_\_\_\_\_ 號 \_\_\_\_\_ 樓  
電子郵件信箱： \_\_\_\_\_  
電 話： \_\_\_\_\_ 行動電話： \_\_\_\_\_  
聯絡人： \_\_\_\_\_ (與承租人關係： \_\_\_\_\_)  
地 址： \_\_\_\_\_ 市(縣) \_\_\_\_\_ 區(鄉)(鎮) \_\_\_\_\_ 村(里) \_\_\_\_\_ 街(路) \_\_\_\_\_ 段 \_\_\_\_\_ 巷 \_\_\_\_\_ 弄 \_\_\_\_\_ 號 \_\_\_\_\_ 樓  
電 話： \_\_\_\_\_ 行動電話： \_\_\_\_\_  
中 華 民 國 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

【附件】金融機構辦理出租保管箱業務安全維護工作應注意事項 財政部86年2月19日台財融第86605998號函發布

金融機構辦理出租保管箱業務，放置保管箱處所(下稱保管箱室)應加強辦理下列各項安全維護(措施)：  
一、加強各項進出管制(措施)：並於營業時間外裝置定時密碼鎖，以管制人員進出。  
二、保管箱室上下週邊之外牆應採強化之鋼筋混凝土結構建造，有安全顧慮或其鄰接非屬自用行舍者，另應包覆厚鋼板，以防歹徒蓄意破壞侵入。  
三、保管箱室內除為保護客戶隱私之區域(如整理室)外，應裝設能涵蓋各角落之錄影監視系統。並將隱型攝影機及攝影光源之啟動開關、監視器設於保管箱室外密處，按時檢查維護，以期營業時間外仍可藉由在保管箱室之外之監視器上觀察保管箱室內部動靜。  
四、保管箱室應加強偵知異物侵入之自動報警、警報系統，或保全防盜系統，並定期檢測，以維系統之正常操作。  
五、保管箱不得設置於未符合「建築技術規則」規定之建物內(如違章建物)，以符安全。於租用之行舍內，原則上不得辦理出租保管箱業務。  
六、保管箱室應符合消防法規之防火設備(含火警警報系統)，並注意檢修電線管路，以防火災發生。  
七、保管箱室如有滲水顧慮者，應裝置防水堰、抽水機等防、排水及其警報系統設備，並於客戶存放物品時，提醒客戶對於怕受潮物品，要加包裝或防水、防霉處理，以防發生水災時遭受損失。  
八、保管箱室應配合保全業者或自行裝設遠程監控系統，俾於發生異常狀況時，藉視訊傳輸遠端至現場要求。  
九、平日應做好教職職守，守望相助工作，以切實掌握行舍週邊環境變化(尤其空屋、工地、地下停車場、巷道)對行舍之影響，如有安全之虞者應即與與附近警政、消防單位保持密切良好聯絡，並請警方增加行舍巡邏密度。  
十、加強與委保之保全業者配合聯繫，並促其落實機動巡查及異常狀況之通知任務。另保全系統設定後如有異常狀況發生，金融機構應通知配合到場處置狀況人員應保持警覺性，仔細查勘行舍上下週邊及保管箱室內有無異常，並查明警訊來源，必要時應通知警察機關協助處理。  
十一、落實行舍安全檢查工作，每日下班前，應由專人仔細觀察是否尚有人員停留或可疑物品留置保管箱室並注意行舍內，外牆、天花板、地板是否有被破壞之跡象，慎防歹徒以逐漸侵蝕方式入侵作業。



# First Commercial Bank Safety Deposit Box Rental Agreement

Applicant's signature Verified by	Handled by	Supervisor

Safety Deposit Box Applicant \_\_\_\_\_ ("Applicant") hereby rents from First Commercial Bank \_\_\_\_\_ Branch/Department ("Bank") one Type \_\_\_\_ box No. \_\_\_\_\_. The parties agree to abide by the following provisions of the Safety Deposit Box Rental Agreement.

## Safety Deposit Box Rental Agreement

### Article 1. (Nature of contract)

Access to the safety deposit box is a rental relationship.

### Article 2. (Consideration and payment methods)

The Applicant shall pay rent, collateral, or security deposit according to the standard rental rates posted by the Bank at the rental start time or the rental rates agreed upon by the Applicant and the Bank ("Rates").

The Applicant agrees to rent the safety deposit box by one of the following means.

- I.  Rent: NT\$\_\_\_\_\_ to be paid on the rental start date and on the renewal date. Collateral: NT\$\_\_\_\_\_ (not to exceed each rent payment) to be paid in lump sum on the rental start date.
- II.  Security deposit: NT\$\_\_\_\_\_ to be paid on the rental start date. (further rent and collateral not required)
- III.  Other ( )

### Article 3. (Rental period)

The rental period of the safety deposit box starts on \_\_\_\_\_ (month) \_\_\_\_\_ (day), \_\_\_\_\_ (year) and is renewed every six months.

Upon the end of the rental period, if the Applicant pays the rent, collateral, or security deposit in full by means provided in Article 4 or Article 5, the Applicant will be considered to be renewing this Agreement with the same terms and conditions instead of entering into a new agreement.

In the event of any change to the initial form of consideration, the rental period will restart on the change date.

To not renew this Agreement upon expiration, the Bank shall give the Applicant at least thirty day notice.

### Article 4. (Change, makeup, and return of consideration and change of other terms)

To change the Rates, the Bank shall, at least thirty days prior to expiration of the agreement, notify the Applicant in writing or by means pre-agreed upon with the Applicant to inform the Applicant that the new Rates will come into effect in the next rental period. In addition, the new Rates shall be posted at places of business and on the website of the Bank at least sixty days before the new Rates come into effect.

The Bank shall provide the following information in notifications in the previous paragraph.

(I) The updated rates and the renewal rent or difference in collateral or security deposit to be made up or returned.

(II) The deadline for making payment or makeup payment (thirty days).

When the Bank has notified the Applicant as described in Paragraph 1 and the Applicant does not pay the rent, collateral, or security deposit in full by the specified deadline, the Applicant shall be charged a late interest at two times the base rate posted by the Bank on the payment date for the period starting on the day after the due date and ending on the actual payment date. (The base rate is set at the overnight interbank call-loan rate plus a certain percentage and posted as required.)

To change any other provisions of this Agreement, the Bank shall list all changes to be made and disclose them at its places of business and on its website. In addition, the Bank shall, at least thirty days prior to expiration of this Agreement, notify the Applicant that the new provisions will come into effect in the next rental period or this Agreement is to be replaced by a new one.

Where the Bank does not make notifications described in Paragraph 1 or the preceding paragraph, the Bank shall be considered to be renewing this Agreement with the same terms and conditions. However, where the Rates are lowered, the new rates shall apply.

### Article 5. (Transfer authorization provisions)

I. Where the Applicant is entering a new safety deposit box rental agreement or renewing an existing one by paying rent or collateral by preauthorized debit, please select one of the following:  Yes  No (manual payment by Applicant)

II. Regarding the difference in rent and makeup or refund of collateral for each period under this Agreement, the Applicant requests that prior to the end of the previous period, the Bank will



- not notify the Applicant;  notify the Applicant and promptly proceed to process the debit or direct deposit; or
- notify the Applicant and if the Applicant does not notify the Bank of the method of renewal or makeup or refund within seven days, proceed to process the preauthorized debit or direct deposit.

The Applicant agrees that the preauthorized debit or direct deposit referred to in Subparagraph 1 or Subparagraph 2 of the preceding paragraph means the deposit account No. \_\_\_\_\_ that the Applicant has opened at the \_\_\_\_\_ Branch/Department of the Bank. This Agreement shall serve as proof of authorization for the preauthorized debit for payment or direct deposit for refund.

The Applicant shall affix the seal of the deposit account here:

Seal verification

Any difference as described in Article 3, Paragraph 3 during the period of this Agreement shall be made up by the Applicant or refunded by the Bank.

**Article 6. (Debit of collateral or security deposit)**

In the event that the Applicant commits a breach of this Agreement and becomes liable for damages to the Bank, when the amount of damages is confirmed, the Applicant agrees that the Bank, after notifying the Applicant, may unilaterally debit the amount from the collateral or security deposit provided. The Applicant is required to make up any shortfall after the debit.

**Article 7. (Safety deposit box opening by Applicant)**

To open the safety deposit box, the Applicant shall use the key and the authorized seal or signature on file at the Bank for the safety deposit box or another form of identification as agreed upon, complete a request form to open safety deposit box to be verified by the bank, and proceed to open the safety deposit box as accompanied by a bank representative. Unless otherwise provided, the bank representative will cease to accompany the Applicant after the safety deposit box is opened, and the Applicant will handle deposit and withdrawal on his/her own. However, when there is a large number of customers wishing to access their safety deposit boxes, the Bank has the right to impose a reasonable limit on the number of people entering the vault at the same time.

Where a third party has the key to the safety deposit box and uses the identification method agreed upon by the Applicant to request to open the safety deposit box, unless otherwise provided, both parties agree to treat it as if the Applicant is requesting to open the safety deposit box and the Bank shall not refuse such a request. However, the Applicant shall be solely responsible for any dispute and damages arising therefrom.

**Article 8. (Scope of contents and restrictions)**

The safety deposit box is available to the Applicant for storing securities, warrants, valuables, memorabilia, and other objects and documents. However, the Applicant shall not place in the safety deposit box any dangerous goods, contrabands, explosive or flammable items, public health or safety hazards, humid, odorous and perishables, decomposing or degrading items, or any other items as agreed upon by both parties. Where there is sufficient fact to prove that the Applicant has violated the provisions herein, the Bank may give the Applicant notice to handle the situation by a specified deadline.

Where the Applicant violates the provision in the preceding paragraph and causes damage to the safety deposit box or other damages or causes the Bank to become liable for damages to any third party, the Applicant shall compensate the Bank for all losses incurred as a result.

To prevent endangerment of public health and safety or to meet the demands of a judicial or law enforcement authority investigating a crime, the Bank shall notify the Applicant when the Bank accompanies the judicial or law enforcement authority in performing a search or seizure of contents according to law.

Under circumstances described in the preceding paragraph, the Bank may be exempted from notifying the Applicant if it is urgent or may hinder the search, seizure or other investigation activities or if such notification cannot be made. However, the Bank shall promptly notify the Applicant in writing of the situation afterward.

**Article 9. (Use, possession and safekeeping of safety deposit box keys)**

There are two keys to each safety deposit box, one to be held by the Applicant and one to be sealed in the presence of the Applicant and a bank representative and held by the Bank. The Applicant shall return the key in his/her possession to the Bank when this Agreement is terminated at the end of the rental period.

The Bank shall not use the sealed key before termination of this Agreement. However, exceptions apply under circumstances described in Article 8, Paragraph 3, Article 17, and Article 20.

The Applicant shall not replicate the key without authorization. If discovered, the Applicant will let the Bank

confiscate and destroy the copy without condition. In addition, the Applicant shall be liable for any dispute and damages arising therefrom.

In the event that the Applicant has lost the key, the Applicant shall pay the necessary cost of replacing the key, NT\$\_\_\_\_\_, and be liable for any damages to the Bank or any third party as a result.

Article 10.(Owner's due care)

The Bank shall exercise due care in the safety, security, and maintenance of the safety deposit box and the place that holds the safety deposit box and the box opening procedures. However, the Bank will not be held liable for losses caused by natural disasters, earthquakes, and other forms of force majeure.

A failure of the safety deposit box and the place that holds the safety deposit box provided by the Bank to meet the basic safety standards established by the competent authority or a failure of the Bank to fully comply with the procedures for accessing and opening a safety deposit box as provided in the competent authority's guidelines and regulations and this Agreement shall be considered a failure of the Bank to exercise due care.

The basic safety standards in the preceding paragraph is included in an appendix to this Agreement and constitute an integral part of this Agreement. Whenever the standards are raised, the new standards shall apply.

Article 11.(Liability for damages)

In the event that the placement or administration of the safety deposit box is faulty and causes theft, destruction, damage, or deterioration of the contents placed by the Applicant in the safety deposit box, unless otherwise provided, both parties agree to proceed as follows:

- I. If the contents of the safety deposit box and the amount of damages reported by the Applicant after the damages occurred do not exceed NT\$\_\_\_\_\_ (which shall not be below fifty thousand New Taiwan Dollars), the Bank will proceed directly to pay compensation based on the amount of damages reported by the Applicant. However, if the amount of damages reported by the Applicant exceeds fifty thousand New Taiwan Dollars, the Applicant shall be required to provide proof of loss.
- II. Where the Applicant claims a loss exceeding the aforesaid amount and the Bank agrees, the Bank will be responsible for paying monetary compensation for the loss claimed by the Applicant. However, such compensation is subject to a maximum amount of NT\$\_\_\_\_\_ (which shall not be below five hundred thousand New Taiwan Dollars). (The Applicant can purchase insurance against safety deposit box theft to provide additional coverage if needed.)

Where the Applicant is able to prove intentional or negligent error on the part of the Bank and the damages incurred exceed the amount in Subparagraph 2 of the preceding paragraph, the Applicant may still make a claim for compensation.

The amounts in Paragraph 1, Subparagraph 1 and Subparagraph 2 shall be negotiated and agreed upon by the Applicant and the Bank and shall not be decided unilaterally by the Bank.

Article 12.(Applicant's or heir's duty of notification)

Where the Applicant or his/her heir is in one of the following circumstances, the Applicant or his/her heir shall immediately notify the Bank in writing or by telephone or any other specified means.

- I. Loss of key or change of password.
- II. Replacement or loss of seal.
- III. Name change.
- IV. Change of organization or name of person-in-charge where the Applicant is an institutional group.
- V. Suspension of box opening due to the commencement of the succession or other major event.

The Bank shall suspend opening of the safety deposit box upon the arrival of a notification under Subparagraph 1, 2 or 5 in the preceding paragraph until the Applicant or his/her heir completes the processes. In the event that a failure to impose such suspension causes damages to the Applicant or his/her heir, the Bank shall be liable for the damages.

In the event that the Applicant or his/her heir fails to notify the Bank according to Paragraph 1 and incurs damages as a result, the Bank will not be liable for the damages.

Article 13.(Renewal and termination at end of rental period and late renewal and termination beyond rental period)

The Bank may give notice to the Applicant before the end of the rental period, and the Applicant shall visit the Bank to renew or terminate the rental agreement.

After the Applicant completes the procedure to terminate the rental agreement at the end of the rental period, the collateral or security deposit shall be returned without interest.

The Bank may suspend accompanying the Applicant to open the safety deposit box at the end of the rental period

until the Applicant completes the renewal or termination procedure and makes up the rent shortfall or pays the late rent and penalty.

To renew the rental agreement after the end of the rental period, the Applicant shall pay the rent plus a late penalty for the period starting on the day following the end date of the previous rental period and ending on the date on which the renewal procedure is completed.

The aforesaid late penalty is based on the Rates on the renewal date and calculated at ten percent of the same daily rent for each day.

To terminate the rental agreement after the end of the rental period, the Applicant will be charged a late rent and penalty for the period starting on the day following the end date of the rental period and ending on the date on which the termination procedure is completed or the seal on the box is broken and the box is opened.

The aforesaid late penalty is based on the Rates on the termination date and charged at the same daily rent on a monthly basis or on a daily basis if the length is under one month. The late penalty is calculated at ten percent of the late rent.

**Article 14. (Response to failure to pay full collateral or security deposit)**

Where the collateral and security deposit are not paid in full, the Applicant shall be charged a late interest at two times the base rate posted by the Bank on the payment date for the period starting on the day after the due date and ending on the actual payment date.

**Article 15. (Procedure for Applicant to terminate agreement and refund of rent)**

The Applicant may terminate this Agreement at any time, but shall do so by visiting the Bank in person or sending a proxy by written consent to the Bank.

When terminating this Agreement, the Applicant shall be charged rent on a monthly basis or on a daily basis if the length is under one month.

The aforesaid rent will be deducted from the rent or collateral already paid by the Applicant. Any shortfall shall be made up by the Applicant. Any excess rent or collateral shall be promptly returned without interest by the Bank when the termination procedure is completed.

Where the Applicant rents a safety deposit box by security deposit and terminates the agreement, the Bank shall promptly return the security deposit without interest when the termination procedure is completed.

**Article 16. (Reason for termination by owner and refund of rent)**

The Bank may give a minimum of thirty-day written notice to the Applicant to terminate this Agreement under one of the following circumstances.

- I. The Bank is going to repair or relocate the safety deposit box or terminate the safety deposit box services.
- II. The Bank gives notice to the Applicant to make up the difference in the security deposit according to Article 4, Paragraph 2 and the Applicant has not made up the difference after thirty days.
- III. The Applicant has failed to pay the Bank rent for safety deposit box rental on time and has been give a thirty-day payment notice by the Bank and failed again to make payment.
- IV. The Applicant's use of the safety deposit box or entry to or exit from the place holding the safety deposit box has caused damages to the Bank or a third party.
- V. There is sufficient fact that deems the Applicant has violated the scope of contents and restrictions under Article 8 of this Agreement and the Bank has notified the Applicant to visit the Bank to resolve the situation by a specified deadline but the Applicant has failed to meet the deadline.
- VI. The Applicant has committed a major breach of other provisions of this Agreement.

Where the Bank terminates this Agreement for reason described in Subparagraph 1 of the preceding paragraph, the Bank shall charge rent based on the actual number of days elapsed in the rental period and return received but unearned rent with interest at the statutory rate. Where the Bank terminates this Agreement for one of the reasons described in Subparagraphs 2 to 6 of the preceding paragraph, the Bank shall return unearned rent without interest based on the actual number of days remaining in the rental period. Collateral or security deposit will be returned without interest when the termination procedure is completed.

The returned rent, collateral, and security deposit in the preceding paragraph may be offset according to law.

**Article 17. (Reasons for seal breaking and box opening and methods)**

Unless otherwise provided, where the Applicant has not completed renewal or termination of the rental agreement after three months after given notice by the Bank at the end of the rental period or where the Applicant has been notified by the Bank but does not complete the procedure to cease use of the safety deposit box by the specified deadline after the rental agreement is terminated, the Bank may notify the contact person designated by the

Applicant and, in the absence of a contact person or the contact person cannot be reached, may notify the notary, village head or other impartial third party to accompany the Bank in breaking the seal and opening the safety deposit box. The process may be recorded by video or other technology.

Article 18. (Disposal of contents after seal breaking and box opening)

After the seal is broken and the safety deposit box is opened, the contents shall be disposed as follows.

- I. The Bank will accompany the Applicant's contact person or third party witness as described in the preceding paragraph to take inventory of the contents and make a list. All contents will be packaged and sealed with signatures and the Applicant will be promptly notified and given six months to collect the contents.
- II. If the Applicant does not claim the contents by the aforesaid deadline and the collateral or security deposit paid is insufficient to pay the late rent (which covers the period starting at the end of the rental period and ending on the day when the Applicant collects the contents or the Bank completes auctioning off the contents), the cost of seal breaking and box opening, and other damages, the Bank may sell the contents to pay for the shortfall according to law. Any remaining balance will be kept as a deposit pending collection and any shortfall shall be made up by the Applicant.
- III. Where the Applicant does not collect the contents by the deadline in Subparagraph 1 and the contents have no resale value, the Applicant agrees to forfeit all rights to the contents and allow without objection the Bank to dispose them at its discretion.

Under circumstances described in Subparagraphs 2 and 3 in the preceding paragraph, the Bank shall inform the Applicant of the process of disposal.

Article 19. (Prohibition of joint- or sub-rental and transfer)

The Applicant shall not share or rent the safety deposit box to any third party in any joint- or sub-rental arrangements and shall not transfer or pledge the right to rent the safety deposit box to any third party.

Article 20. (Compulsory enforcement by third party)

In the event that a third party applies to a court for compulsory enforcement on the contents placed by the Applicant in the safety deposit box, the Bank will follow the court order to break the seal, open the box and submit the contents to the court. The Bank shall promptly notify the Applicant of the situation.

Article 21. (Notification of change of residence)

When the residential or mailing address of the Applicant or his/her contact person or the place of business of the Bank has changed, the other party and its contact person shall be promptly notified in writing or by means agreed upon by the Applicant and the Bank.

Article 22. (Court of jurisdiction)

In the event of litigation arising from this Agreement, the parties agree that the \_\_\_\_\_ District Court at the place where the safety deposit box is located will be the court of first instance. However, this does not supersede Article 47 of the Consumer Protection Act or paragraph 2 of Article 28, Article 436-9 of the Code of Civil Procedure regarding litigations involving small claims and their jurisdictions.

Article 23. (Miscellaneous)

Matters not provided in this Agreement shall be handled as agreed upon by the Applicant and the Bank or according to the applicable laws and regulations.

Article 24. Disputes or grievances arising from this financial product shall be settled through or filed with Customer Service Hotline: 0800-031-111

Article 25. This financial product is not covered by the deposit insurance program.

This Agreement is executed in duplicate, each party retaining one original copy. The Applicant has read all of the terms and conditions herein within a reasonable period and, after they are explained in detail, has fully understood the particularly important provisions under Articles 3, 6, 9, 10, 11, 12, 13, 15, 16, 17, 19, 24, and 25 and affixed signature and seal here to indicate agreement to adhere to these provisions.

The Applicant hereby confirm the following information regarding rental of the safety deposit box with the First Commercial Bank.

- This Agreement has been carried back by the Applicant for review on \_\_\_\_\_ (month) \_\_\_\_\_ (day), \_\_\_\_\_ (year) (with a review period of at least five days) and has been fully understood and confirmed by the Applicant.
- The Applicant has received the First Commercial Bank Notice on Collection, Processing and Use of Personal Information (Version \_\_\_\_\_).

Applicant: \_\_\_\_\_ (signature or seal)

To  
First Commercial Bank \_\_\_\_\_ Branch/Department Address:

Telephone:

Affix seal to verify receipt of key	
Key No.	
____(mm)____(dd), (yyyy)	

Applicant: \_\_\_\_\_ (signature and seal)

ID No./Unified No.: 

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Business Administration Number: 

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Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Telephone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_ (relationship with Applicant: \_\_\_\_\_)

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

\_\_\_\_\_(mm)\_\_\_\_\_(dd),\_\_\_\_\_(yyyy)

**[Appendix] Important Information on Security Maintenance in Safety Deposit Box Rental Service Provided by Financial Institutions**

Released by Ministry of Finance Letter Tai-Cai-Rong No. 86605998 dated Feb 19, 1997

When providing safety deposit box services, financial institutions shall strengthen the following security maintenance measures/facilities for the places holding the safety deposit boxes.

- I. The access control measures/facilities shall be strengthened. Timed combination locks shall be installed for off hours for access control.
- II. Exterior walls above, below and surrounding a safety deposit box room shall be built with strengthened reinforced concrete. In the presence of any security concern or where the room borders onto buildings other than a branch building, additional steel plates shall be installed to prevent criminal damage and invasion.
- III. Apart from the area to protect customer privacy (e.g. viewing room), a safety deposit box room shall be equipped with surveillance cameras covering every corner. In addition, switches of hidden cameras, light sources and monitors shall be placed in secret places outside the safety deposit box room and checked and maintained regularly in order to enable observation of movement inside the safety deposit box room via monitors outside the room outside business hours.
- IV. A safety deposit box room shall be equipped with an automatic alarm and police calling system or a security system against theft. The system shall be inspected regularly to ensure the system is working properly.
- V. For safety reasons, safety deposit boxes shall not be placed in buildings that do not meet the requirements of the Building Technical Regulations (e.g. illegal construction). As a general rule, safety deposit box services are not provided where the branch building is a leased building.
- VI. A safety deposit box room shall be equipped with fire safety equipment (including a fire alarm system) that meet the requirements of the fire safety regulations. Wiring and cables should be inspected as needed to prevent fire.
- VII. Where a safety deposit box room may be prone to flooding, floodgates, water pumps and other flood prevention, drainage and related alarm systems should be installed. In addition, customers who are placing objects into safety deposit boxes should be reminded to wrap objects vulnerable to humidity with care or take waterproofing and mildew proofing measures in order to prevent losses to flooding.
- VIII. Remote surveillance systems can be installed in safety deposit box rooms as needed through a contract with a security service provider or by the financial institution itself so that irregularities can be monitored in real-time via video transmission.
- IX. Financial institutions should develop local ties in the neighborhood and participate in neighborhood watch as part of their daily routines in order to monitor latest developments in the surrounding environment, especially regarding empty buildings, construction sites, underground parking lots, and back alleys, and their impact on the branch buildings. Any security concern should be reported immediately to the police or relevant authority and the local fire station. In addition, requests should be made to the police department for additional patrol around the branch buildings.
- X. Financial institutions should stay in close contact with their security service providers and urge them to make ad hoc patrols and irregularity notifications. Furthermore, any malfunctioning of a security system after it is installed, the financial institution's representative to arrive and respond on site after being notified should stay alert and check carefully for any irregularity above, below, or surrounding the branch building and inside the safety deposit box. The source of alarm should also be investigated, and the law enforcement agency should be notified if necessary.
- XI. Branch building safety should be checked effectively. Designated persons should, everyday before leaving the office, check carefully for any person loitering or suspicious object left inside the safety deposit box room. The designated persons should also check for any signs of man made damage to the inside of the branch building, exterior walls, ceilings, and floors in order to prevent criminals from breaking in by slow erosion.

