(These terms and conditions govern Habib Bank Limited's (the Bank) obligations to you as a Licensor of the Locker and your obligations to the Bank as a Licensee. These terms and conditions will apply to all Lockers, including HBL Prestige Semi Digital \& Automated Lockers at any of the Bank's branches in Pakistan (where lockers are available)
I/We ("Licensee(s)") request the Bank to grant to me/us the right to use a safe deposit Locker situated at $\qquad$ ("Locker") as per the information provided by me/us in this Locker Opening Form ("Locker Opening Form"). I/We hereby acknowledge, agree and confirm: (a) receipt of these terms and conditions governing this Locker (hereinafter referred to as the "Terms and Conditions"); (b) I have carefully read and understood the terms and conditions; (c) that this Locker Opening Form has been signed by me/us as acceptance of the terms and conditions and any changes, supplements or modifications thereto that may be made by the Bank from time to time, and notified by the Bank in relation therewith.

1. A distinctive Locker number shall be allotted to each Locker which shall be quoted in all correspondence relating to the Locker.
2. The Lockers shall be accessible for Licensees during normal banking hours of the branch where the Locker is situated.
3. The Licensee agrees to maintain a bank account at any branch of the Bank in Pakistan during the term of this License for use of the Locker; and in the event such bank account is closed for any reason whatsoever, the Licensee shall immediately surrender the Locker. In case the Licensee doesn't wish to surrender the Locker and account has to be closed then it can be linked to another account of the same Licensee. The Licensee shall be responsible to ensure that an amount equal to the applicable Locker rent is available in account at the time of deduction by the Bank.
4. The Licensor reserves the right to refuse the Licensee(s) access to the Locker in the event Locker rent and applicable charges have not been paid in accordance with the SOBC
5. The Licensee hereby authorises the Licensor to debit their bank account on the due date of Locker fees from any bank account under title of the Licensee(s).
6. All the Lockers maintained in the name of an individual shall be operated singly by the individual or the Power of Attorney holder of such individual and in the case of Joint Licensees Semi Digital/Automated Lockers with joint licensees, including those with "Either or Survivor" mandate, can only be operated singly and cannot be operated jointly, by either of the Joint Licensees or as may be specified by the Joint Licensees in the Locker Opening Form, or by their Power of Attorney holders and accepted by the Licensor in its discretion.
7. In case of Joint Licensee, any change in operational instructions or any other information with regard to the Locker Opening Form is to be given by all of the Licensee, irrespective of the mode of operation.
8. Locker charges will be applicable as per the Bank's Schedule of Charges, which can be accessed and reviewed on the official website of the bank at https://www.hbl.com.
9. The Licensee shall be solely responsible for safe-keeping of the Lockers key and maintaining confidentiality of the secret PIN for Lockers. If the Locker-key is lost by the Licensee or the secret PIN is shared and/or compromised, the same shall be notified to the bank immediately without delay by the Licensee, until which time the Bank shall not be liable for any loss incurred by the Licensee(s) as a result thereof. Thereafter, the Locker will be broken open upon the written request of the Licensee(s) by a vendor approved by the Licensor. All applicable charges to breakopen the Locker and for changing the lock and key shall be payable by the Licensee in accordance with the SOBC.
10. The applicable key deposit charges paid by the Licensee in accordance with the SOBC shall be refunded to the Licensee at the time, the Locker is surrendered to the Licensor, provided there are no outstanding dues of the Licensee. In the event of there being any outstanding payments of rent of the Locker or any other charges by the Licensee to the Licensor, the Licensee grants the Licensor the right to adjust any outstanding rent and other charges from the key deposit whenever these are overdue.
11. The Licensee shall not have the right of property on the Locker, but only the right of use thereof and access thereto shall be subject to these terms and conditions. The Licensee is not allowed to assign or sublet the Locker or any part thereof.
12. The Licensee's right to use the Locker shall be terminated by the death of any of the Licensees.
13. The Licensee shall not use the Locker for deposit of cash, liquid, perishable, chemical, dangerous, inflammable, contraband items or any item which would be unlawful to possess or store, harmful, destructive nature or prohibited by the law in any manner. The licensor reserves the right to terminate this License, without prior notice, if the Licensor discovers that the Locker is being used for unlawful purpose and/or the Locker holds any of the aforementioned prohibited items.
14. Either party shall be entitled to terminate the license for the use of the Locker at any time by giving the other party thirty (30) days advance written notice unless the law requires earlier termination of license. The key of the Locker shall in such case be delivered by the Licensee to the Licensor before noon within thirty ( 30 ) days notice expires and the termination becomes effective.
15. Lockers will be rented by the Licensor for a period of one year in the first instance and the license to use the Locker shall be automatically renewed year to year thereafter unless terminated in the manner provided in these terms and conditions.
16. The Licensee expressly acknowledges that it is fully aware and cognizant of the various risks (e.g. technical forgery, programming of bogus fax numbers or e-mail address) inherent and associated with automated Lockers and the Licensee is fully prepared to accept such risks. The Bank shall not be liable for any risks related thereto. The Accountholder hereby fully, irrevocably and forever waives, releases, discharges, relinquishes the Bank from any and all claims, obligations and rights whatsoever and howsoever arising, that the Accountholder may have against the Bank (if any) which arises or may arise as a result of the Bank acting or refraining from acting on any use of the Locker with secret PIN of lockers.
17. All repairs, required to be done to the Locker door etc. shall be done exclusively by workmen appointed by the Bank.
18. Without prejudice to any other remedies, which the Bank may have against the Licensee, all rights of the Licensee to the use of the Locker shall be forfeited in the event of non-payment of applicable charges, fees in accordance with the SOBC, whether the same shall be demanded or not; or upon breach of any of the terms and conditions hereof by the Licensee. The Licensee hereby grants the bank permission to break open the Locker, and to either (i) forward (by courier or by other reasonable means and at the Licensee's risk), contents of the Locker to the Licensee at the registered address given by the Licensee to the bank, or (ii) retain and keep the contents in such other Locker or place as it may think fit, or (iii) sell the contents with notice to the Licensee and appropriate sale proceeds towards payment of the outstanding rent and other dues.
19. The Licensor should immediately be notified of any change in address of the Licensee and any notice or communication sent by post to the registered address of the Licensee shall be considered to have been duly served at the place where it would, in the ordinary course of post, have reached him.
20. The Licensor reserves the right of closing the Lockers for such period as it may consider necessary, for any reason whatsoever. The Licensor also reserves the right of making changes in the opening and closing hours of the department without any previous intimation.

Licensees are advised to keep the keys of the Lockers in a place of safety, not to divulge the number of their Lockers and not to give keys to any person other than those who are authorized to operate the Lockers. Licensees are also advised please don't share your secure Locker PIN with any one.

1. The Licensor shall endeavour to provide the best possible security to the Lockers. It may from time to time whenever deemed necessary in its own opinion, decide to purchase insurance cover for the Lockers up to any limit, which it considers appropriate.
2. An insurance claim will be entertained in respect of those Lockers only whose rent/dues stand fully paid/cleared by the Licensees. The maximum insurance cover for different sizes of Lockers are as follows:

| Locker Size | HBL <br> Semi Digital <br> (Coverage in PKR) | HBL <br> Automated <br> (Coverage in PKR) |
| :---: | :---: | :---: |
| Small | Not applicable | $2,000,000 /-$ |
| Medium | $2,000,000 /-$ | $3,000,000 /-$ |
| Large | $3,000,000 /-$ | $4,000,000 /-$ |

3. The insurance cover will only be available in the event of theft, robbery, dacoity and fire including (without limitation) any act of vandalism of Lockers.
4. Except for the insurance cover mentioned in clause 23 of these terms and conditions the Licensor shall not be responsible for any loss to the Licensee in the event of: a. Any loss (total or partial) of any article, documents, securities or valuables in the Locker due to any reasons whatsoever including any act of God or flooding or riots or force majeure;
b. Theft of Cash (Currency Notes and Coins) from Lockers;
c. Mysterious/unexplainable disappearance of items placed inside the Lockers/safe deposit boxes; and
d. Losses as a result of terrorism of whatsoever nature.
5. An insurance claim will only be acceptable as per terms \& conditions provided in the insurance policy obtained by the Licensor and in case of breakage/damage to the Locker by any means, the Licensor will give immediate consideration to compensating the Licensee as per the insurance ceiling of the Locker. The Licensee is required to submit a request for insurance claim at branch along with the receipt of valuables in case any breakage/damage to the Locker takes place.
6. The Licensor reserves the right to shift the Locker cabinet(s) from one branch to another under its protective custody with prior written notice to the Licensee.
7. The surrender of the Locker in case of Joint Licensees (irrespective of joint operation mandate, or either-or survivor mandate) shall be done under the signature of all Licensees.
8. It is hereby agreed that the relation of the parties shall be that of a Licensor and Licensee.
9. Under no circumstances shall the Licensor bear any responsibility and/or liability in case of any dispute between the Licensees.
10. In the event of the death of a sole Licensee or the last surviving joint Licensee, the Licensor may at its option (and on evidence, which it may deem necessary being produced) permit the legal representative of the deceased sole Licensee or of the deceased last surviving joint Licensee as the case may be, to inspect the contents of such Locker and on the production of a Probate or Letters of Administration, the executor or administrator named therein shall have power to deal with the contents of the Locker and shall be deemed to be the Licensee of such Locker in place of the original Licensee. In case there are more than one Licensees, the death of one or more of them shall not affect the rights of the others to have access to the Locker. However, if the Licensor is notified of any dispute between the Licensees and/or their legal heirs, whether upon death of one of the Licensees or otherwise, the Licensor may, at its discretion, preclude the Locker from being operated by until such time as it receives orders from a court of competent jurisdiction.
11. The Licensee should ensure all belongings are securely kept in the Locker and the Locker is properly closed after use.
12. The Licensor is hereby authorized to make disclosures regarding the Lockers and/or the contents thereof to any competent authority in accordance with law.
13. In the event of any inconsistency, conflict or ambiguity between the original English terms and conditions and its Urdu translation, the provisions of the English version shall prevail.


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