



Rules and Regulations Regarding Safe Deposit Boxes

No Insurance of Box Contents - Safe Deposit Boxes and their contents are not insured by the FDIC or by WaFd Bank. We recommend you keep an accurate inventory of the contents of your Safe Deposit Box (your "Box"). If you would like insurance coverage for what you store in your Box, please contact your insurance agent to arrange coverage.

USA PATRIOT ACT Notice - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who rents a Box.

What does this mean for you? When you rent a Box, we will ask for your name, address, date of birth, tax identification number (SSN or ITIN) and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Safe Deposit Box Rules and Regulations - These rules set forth certain terms and conditions that apply to the use and rental of any Box that you rent under contract with WaFd Bank. For purposes of this document, "you," "your," and the "Renter" refer to each person that rents a Box from us, whether renting alone or jointly with another Renter. Please note that these Safe Deposit Box Rules and Regulations form a part of (and are incorporated into) your Safe Deposit Box Contract with us.

Safe Deposit Box Contract - The Safe Deposit Box Contract between you and the Bank (the "Safe Deposit Box Contract") creates the relationship of lessee and lessor. We will not, under any circumstances, be in a position of possession or custody of any contents placed in the Box. You rent the Box for your personal use and retain possession and control of (and responsibility for) all contents of the Box.

Access - Please note that we do not have a key to your Box. You have sole responsibility for custody and safekeeping of the keys to the Box. In some of our branches, we also maintain identification equipment, such as a hand scanner ("Equipment"), at the entrance of the area where your Box is located (the "Area"). In those locations, only those persons who meet the requirements of the Equipment will be allowed access to the Area. You agree not to allow anyone else access to any such Area(s).

Standard of Care - We will exercise ordinary care to prevent the opening of the Box by any unauthorized person, but beyond this level of ordinary care we will not be liable for the contents of the Box. You agree that an unauthorized opening shall not be presumed from the loss or disappearance of any contents of the Box. We are not liable if the contents of the Box are damaged or misappropriated as a result of any act or omission, unless such damage or misappropriation is the result of our willful misconduct. We recommend renters do not keep more than \$10,000 in valuables in a single safe deposit box. As noted above, you understand and agree that the contents of the Box are not insured by the Federal Deposit Insurance Corporation or the Bank's own insurance policies, and that it is your responsibility to determine whether the Box and its contents are covered under your own insurance policies (and to obtain and maintain such coverage, if desired).

Availability - Access to the Box is generally allowed during our normal business hours on Business Days at the branch where your Box is located. Please note that there may be times when we are closed for business or when access to your Box may be unavailable (e.g., when circumstances exist to make access unreasonable, impractical, impossible, or unlawful). We are not liable for any delay caused by failure of vault doors, Equipment, keys, or Box locks to operate. Boxes should be opened only in the areas provided. You understand and agree that we are not liable for any contents, items, or other property left in such areas.

Joint Renters; Deputies - If a Box is rented by more than one Renter, each Renter will have the ability to access the Box, to add or remove contents of the Box, and/or to surrender the Box (and keys), in each case with or without the prior consent or presence of the other Renter(s). Any act or statement made by one joint Renter may be accepted and acted upon by us as if it was made by all Renters.

Each Renter may also identify and appoint one or more deputies on the Safe Deposit Box Contract. Each deputy will have the authority to do any and all acts that a Renter could do with respect to the Box. For example, each deputy will have complete authority with respect to the Box, including but not limited to the ability to access the Box, to add or remove contents of the Box, and/or to surrender the Box (and keys), in each case with or without the presence of any other Renter(s) or deputies. We shall have the right to rely upon the authority of a Renter's duly appointed deputy until such time as we receive written revocation of the deputy's authority and have had a reasonable opportunity to act upon such revocation. No person other than a Renter or duly appointed deputy named in the records of the Bank (or other legal representative) shall have access to the Box, except as noted below.

Legal Process and Legal Representatives - If at any time we receive any court order, writ, or other legal process commanding the Bank to open the Box, you understand and agree that we are hereby released from any liability in doing so. To the extent required by applicable law, we will comply with any requirements imposed upon the Bank in opening the Box in connection with any such legal process (e.g., preparing an inventory, delivering a copy of the inventory to the court, etc.).

We may grant the same access to the Box to any person reasonably appearing to the Bank (without legal consultation) to be a judicially appointed legal representative (e.g., a personal representative, administrator, executor, guardian, conservator, etc.) of the Renter (or of the estate of a deceased Renter) as the Renter would have had directly. If a Box is rented by more than one Renter, we may allow such access with or without notice to any other surviving Renter(s).

Reservation of Rights and Indemnity - We reserve the right to refuse access to any Box if there is reason to believe we may incur any liability if access is permitted. For instance, if circumstances arise which cause us to reasonably believe that we may become liable to any party or subject to any penalty if access is permitted to the Box, or if the right of access of any party is disputed by another party, we may deny access to all parties for as long as such possibility of liability or penalty or such dispute continues. You agree to indemnify us and hold us harmless from and against any losses, liabilities, penalties, claims, damages, costs, expenses, or other harm or injury (including, but not limited to court costs and reasonable attorneys' fees) we may incur due to any such liability, penalty, or dispute arising out of a Renter's, deputy's, or legal representative's access to and/or use of the Box.

Term - A Renter may terminate the Safe Deposit Box Contract and surrender possession of a Box by notifying us in writing and surrendering the keys, in which case you understand and agree that you will not receive or be entitled to a refund of any prepaid rent. We reserve the right to terminate the Safe Deposit Box Contract and your use of a Box at any time by giving at least thirty-five (35) Calendar Days' prior written notice mailed to the last mailing address shown on the Box records for the Renter. If a Box is rented by more than one Renter, notice to any of you will constitute notice to all of you. If you fail to surrender the Box and keys, we may forcibly open the Box (e.g., by drilling the Box or similar means) at your expense and remove and store the contents without liability for safekeeping. Please refer to the Consumer Fee Schedule for a description of the Safe Deposit Box Drilling fee. If the contents are removed promptly in accordance with the notice of termination we send to you, a pro rata amount of any prepaid rent will be refunded to you.

Amendments - We reserve the right to amend these Rules and Regulations Governing Safe Deposit Boxes from time to time in our sole discretion. Notice of such any amendment(s) will be mailed to the address of the Renter at the address shown on the Box records. Unless you surrender the Box and keys within sixty (60) days of the mailing of such notice, you will be deemed to have accepted the amendment(s). All notices shall be deemed given when mailed to the last mailing address shown on the Box records for the Renter. If a Box is rented by more than one Renter, notice to any of you will constitute notice to all of you.

Rent and Fees - All rents are payable annually in advance. The Renter (or each Renter, jointly and severally) agrees to pay rent at the start of each future term for the use of the Box at the then-current rate set forth in the Bank's Safe Deposit Box Annual Rent Schedule. We do not offer partial refunds for renters that close their box earlier than the agreed annual term.

We may refuse access to the Box if any part of the rent remains delinquent or if you fail to pay any fees, charges, or other expenses due to us in connection with the Box (e.g., Safe Deposit Box Drilling fees, costs associated with replacement Box keys or locks, etc.). We may charge past due rent and/or other fees, charges, or other expenses against any funds of the Renter held by us. If rent or any such fees, charges, or other expenses remain(s) unpaid for a period of one (1) year or more, we may proceed as provided by the laws of the state where the Box is located with respect to opening a Box and administering its contents. Please refer to the Consumer Fee Schedule and Safe Deposit Box Annual Rent Schedule for a full listing of fees and rental amounts applicable to the Box.

Keys - A Safe Deposit Box Key Deposit is due upon renting a Box. Please refer to the Consumer Fee Schedule for a description of the Safe Deposit Box Key Deposit. We do not retain keys to any Box, and the contents of the Box will remain unknown to us. You agree to notify us immediately if any key to the Box is lost. In the event of a lost key, you may be required to move to another Box or, alternatively, your access to the Box may be blocked until the lock associated with the Box can be changed. You shall be responsible for all costs associated with lost Box keys and/or the need to change the lock associated with the Box. Please refer to the Consumer Fee Schedule for a description of the Safe Deposit Box Drilling fee. You agree not to make or cause to be made any duplicates of a key. Upon surrender or termination of any Box, the keys must be returned immediately to us.

Death of a Renter - Each Renter agrees to notify us of the death of any other Renter or person having the right of access to the Box. The death of any joint Renter will not affect the any surviving Renter's authority with respect to the Box. A deputy appointment will cease upon the death of the Renter who appointed the deputy. In the case of the death of a Renter, we are not chargeable with notice of death until the Bank branch office where the Box is located has received actual notice of such death. We are authorized to continue allowing access to the Box by any duly appointed deputy or other legal representative of the deceased Renter, until we receive actual notice of the Renter's death and have had a reasonable opportunity to act on it.

Prohibited Contents - You agree not to store any dangerous, hazardous, or otherwise prohibited items in the Box, including but not limited to:

- Firearms, guns, or ammunition;
- Other weapons, even if such weapons are lawfully owned;
- Drugs or narcotics;
- Anything illegal to possess under any federal, state, or local law or regulation;
- Anything of a character or nature which we believe may injure or damage our employees, customers, or clients, any third parties, and/or any Bank premises or other property;
- Any perishable goods;

- Any money, coins, or currency, unless it is of a collectible nature; and
- Liquid of any kind or any corrosive, pressurized, or explosive materials, including but not limited to dynamite, fireworks, flares, tear gas, and self-defense sprays.

You assume all risks arising from the nature of any contents stored in the Box. You agree to indemnify us and hold us harmless from and against any and all losses, liabilities, penalties, claims, damages, costs, expenses, or other harm or injury (including, but not limited to court costs and reasonable attorneys' fees) we may incur arising out of or relating to any contents of the Box that violate this Section. You agree that we may turn over to any law enforcement or other governmental agency any object, item, or other contents of yours which we believe, in our sole discretion, is prohibited by (or otherwise violates) these Rules and Regulations Governing Safe Deposit Boxes.

Abandoned Boxes and Unclaimed Property - We are required by the unclaimed property laws to turn over property in Boxes presumed abandoned to the applicable state agency. This means that your property (i.e., any contents placed in a Box), or the proceeds of sale of the property, may be transferred to the appropriate state upon running of the time period specified by state law from the date the lease or rental period on the safe deposit box or repository expired, or from the date of termination of any agreement because of which the box or other repository was furnished to the owner without cost, whichever is earlier. Before we turn over property in a Box that is presumed abandoned, we may send a notice to the address of the Renter at the address shown on the Box records. However, we may not send this notice if mail we previously sent to this address was returned. Further, if a Box is rented by more than one Renter, notice to any of you will constitute notice to all of you.

If an abandoned Box is found to have physical U.S. currency, it will be converted to an official check, excluding collectable coins, foreign currency, and/or out of date U.S. currency. We will retain all contents from an abandoned Box in dual control, including an inventory of said contents. You may claim contents from an abandoned Box by visiting a local branch. We may require that you submit a written request to document claiming any contents in the Box. To request contents be mailed to you we may also require that you submit a written request, authorizing us to mail the contents. We may require any outstanding rental or drilling fees be paid prior to releasing any contents. If and when you claim contents, you agree that the contents received match the contents listed on the inventory log and that we will not be liable for the contents (or for any contents later alleged to have been damaged or missing from the Box). After we turn the property over to the state agency, you agree that we have no further liability to you for the property and you must apply to the appropriate state agency to reclaim it.

Binding Effect and Assignments - All terms and conditions of the Safe Deposit Box Contract (including these Rules and Regulations Governing Safe Deposit Boxes) are binding upon the heirs, agents, deputies, legal representatives, and permitted successors of each Renter. You may not sell, delegate, or otherwise assign your interest, rights, or obligations with respect to the Box without the Bank's prior written consent, which we may withhold in our sole discretion. We reserve the right, upon reasonable notice to you, to assign our rights and responsibilities to any financial institution that may purchase the building in which the Box is located.