



**State Bank of India**  
(Indische Staatsbank)  
Zweigniederlassung Frankfurt am Main

## Opening of joint accounts/ custody accounts with individual right of disposal ("Oder-Konto")<sup>1</sup>

We hereby apply for the opening of joint accounts/joint custody accounts with individual right of disposal for each account holder on the following terms:

### Internal bank data

Type of account <sup>2</sup> (e.g. savings account)	Account/custody account will be used as follows: <sup>3</sup>		Account no./ custody account no.	Account/ custody account currency
	private use	commercial use		
1	<input type="checkbox"/>	<input type="checkbox"/>		
2	<input type="checkbox"/>	<input type="checkbox"/>		
3	<input type="checkbox"/>	<input type="checkbox"/>		
4	<input type="checkbox"/>	<input type="checkbox"/>		
5	<input type="checkbox"/>	<input type="checkbox"/>		

Additional designation if required

Surname, first names (also names at birth)	<b>A</b>	<b>B</b>	<b>C</b>
Residential address (in Germany including federal state <sup>3</sup> )			
Occupation/trade <sup>5</sup>			
Nationality(ies) <sup>4</sup>			
Marital status <sup>5</sup>			
Place of birth			
Date of birth			
Tel. no. <sup>5</sup>			
Fax no. <sup>5</sup>			
Email address <sup>5</sup>			
German TIN <sup>7</sup>			
Form of delivery of account statements	<input type="checkbox"/> <b>Statement printer</b> <input type="checkbox"/> Other:	Account/custody account statements to be mailed to:	
Use of electronic access media <sup>6</sup>	<input type="checkbox"/> Debit card <input type="checkbox"/> Online banking <input type="checkbox"/> Telephone banking <input type="checkbox"/> Others:	<input type="checkbox"/> Debit card <input type="checkbox"/> Online banking <input type="checkbox"/> Telephone banking <input type="checkbox"/> Others:	<input type="checkbox"/> Debit card <input type="checkbox"/> Online banking <input type="checkbox"/> Telephone banking <input type="checkbox"/> Others:

### 1. Current account agreement, account balancing period

Unless otherwise agreed, the accounts shall be operated as current accounts. The Bank shall issue a periodic balance statement at the end of each calendar quarter, unless a diverging account balancing period is indicated in the following:

Different account balancing period	
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The legal effect of a periodic balance statement as well as the obligation to review its contents and, if applicable, raise objections are governed by No. 7 of the General Business Conditions.

### 2. Individual right of disposal

Each account holder may dispose of the accounts/custody accounts without the participation of the other account holders and make all arrangements in connection with the management of the accounts/custody accounts to the debit of the accounts/custody accounts, unless otherwise stipulated in the following:

- Loan agreements and overdrafts  
The conclusion and amendment of loan agreements to the debit of the accounts/custody accounts shall require the participation of all account holders. However, each account holder shall be separately entitled to dispose of loans of any kind granted on the joint account and to take advantage of the possibility to temporarily overdraw accounts within the usual banking limits.
- Forward transactions  
The conclusion and execution of forward exchange and forward currency transactions to the debit of the accounts/custody accounts shall require an agreement with all account holders.
- Issuance and revocation of powers of attorney  
A power of attorney in respect of accounts/custody accounts can only be issued jointly by all account holders. Revocation by one of the account holders shall lead to extinction of the power of attorney. Any revocation is to be notified to the Bank immediately and – for proof-related reasons – if possible in writing.
- Closing of accounts/custody accounts  
Accounts/custody accounts can only be closed jointly by all account holders (for exception in the case of death, see No. 7).

### 3. Opening of further accounts/custody accounts

Each account holder alone shall be entitled to open for investment purposes savings accounts and term accounts with individual right of disposal for each co-account holder on the terms arranged herein. The Bank shall advise all co-account holders thereof.

<sup>1</sup>Further information pursuant to the German Anti-Money Laundering Act (GwG), German Banking Act (KWG) and German Fiscal Code (AO) should be recorded on Form 41.520 and information under tax law on form 41.356 and included in the account-opening file. <sup>2</sup>Required if the account/custody account number does not already indicate the type of account. <sup>3</sup>Required to allow correct deduction of withholding tax. <sup>4</sup>US nationality must always be indicated (additionally, where necessary) (German FATCA Implementing Regulation=FATCA-USA-Umsetzungsverordnung). <sup>5</sup>Voluntary. <sup>6</sup>The use of electronic access media is subject to a separate agreement between the Bank and the account/custody account holder. <sup>7</sup>Tax Identification Number (must be indicated as of 1.1.2018 where allocated by the German Federal Central Tax Office (Bundeszentralamt für Steuern [BZSt])).

**4. Joint and several liability**

The account holders shall be joint and severally liable for the liabilities arising from the joint accounts/joint safe custody accounts, i.e. the Bank can demand settlement of all claims from each individual account holder.

**5. Revocation of individual right of disposal**

Each account holder can revoke the individual right of disposal of another account holder vis-à-vis the Bank at any time with future effect. The revocation must be notified to the Bank immediately and – for proof-related reasons – if possible in writing. Following this, all account holders can only dispose jointly of the accounts/custody accounts.

**6. Account/custody account advices**

Account and custody account statements shall be delivered in the manner agreed above. If an immediate advice is required (e.g. in the case of non-execution of payment orders), the Bank shall send the advice in each case to the address given above. Withdrawal of account and loan facilities as well as notice of such measures shall, however, be communicated to each account holder. Each account holder can request that all account/custody account advices also be sent to him/her in future.

**7. Arrangement upon the death of an account holder**

Upon the death of an account holder, the powers of the other account holder(s) shall remain effective as before. However, the surviving account holder(s) can close the accounts/custody accounts without the participation of the heirs. The rights of the deceased shall be represented jointly by his/her heirs. The right to revoke the individual right of disposal shall, however, be the right of each heir alone. If a coheir revokes the individual right of disposal, any disposal of the accounts/custody accounts requires his/her participation. If all co-heirs revoke the individual right of disposal of an account holder, all account holders can then only dispose of the accounts/custody accounts jointly with all co-heirs.

**8. Transfer of data to SCHUFA and release from banking secrecy**

The contractual partner shall transfer personal data – collected within the scope of this contractual relationship – regarding the application, development and termination of this business relationship, as well as information regarding any behaviour in breach of the contract or fraudulent conduct, to SCHUFA Holding AG, Kormoranweg 5, 65201 Wiesbaden. The permissibility of this data transfer is founded upon Article 6 Paragraph 1 b and Article 6 Paragraph 1 f of the General Data Protection Regulation (GDPR). Data may only be transferred on the basis of Article 6 Paragraph 1 f of the GDPR if this is necessary to defend the legitimate interests of the bank/savings bank or third parties and does not outweigh the interests or fundamental rights and freedoms of the affected party requiring the protection of personal data. Data is also exchanged with SCHUFA to fulfil legal obligations concerning the performance of customer credit rating checks (Section 505a of the German Civil Code; Section 18a of the German Banking Act).

In this respect, the customer also releases the contractual partner from banking secrecy.

SCHUFA shall process the data it receives and also use this for profiling (scoring) purposes, in order to provide its contractual partners in the European Economic Area, Switzerland and any other third countries (provided the European Commission has declared such countries as appropriate) with information used for credit rating checks on natural persons and other purposes. More detailed information on SCHUFA's activities can be found in the SCHUFA Information in accordance with Art. 14 of the GDPR, and online at [www.schufa.de/datenschutz](http://www.schufa.de/datenschutz).

**9. Incorporation of the Business Conditions**

The business relationship shall be governed by the General Business Conditions of the Bank. In addition, specific business relations shall be governed by Special Conditions deviating from or supplementing these General Business Conditions. Such Special Conditions shall in particular apply to the use of cheques, credit transfers, direct debit payments, the girocard and savings accounts, as well as to securities dealings and forward transactions. The text of the individual conditions can be inspected at the premises of the Bank. The account/custody account holder may also request to be supplied with a copy of the General Business Conditions and Special Conditions at a later date.

Place, date		
Signature (= specimen signature) <b>A</b>	Signature (= specimen signature) <b>B</b>	Signature (= specimen signature) <b>C</b>

**Data protection notice**

The Bank shall process and use the personal data collected from you in line with the provisions of the European General Data Protection Regulation (GDPR) and the German Federal Data Protection Act to perform contractual obligations, in the balancing of interests, on the basis of your consent, on the basis of statutory requirements, or in the public interest. For further details, please see our information on data protection and the relevant contract documents.

The Bank shall process and use the personal data collected from you also for advertising, market research or opinion polling purposes. You may object at any time to the processing and use of your personal data for advertising, market research or opinion polling purposes.

**Notice on the processing of personal data in accordance with the EU Transfer of Funds Regulation**

“Regulation (EU) 2015/847 of the European Parliament and of the Council of 20 May 2015 on information accompanying transfers of funds” (EU Transfer of Funds Regulation) serves the purposes of preventing, detecting and investigating money laundering and terrorist financing where funds are transferred. It obligates the Bank, when executing transfers of funds, to verify and transmit information on the payer and the payee. This information comprises the name and unique identifier of the payer and the payee, plus the payer’s address.

In the case of payments made within the European Economic Area (EEA), transmission of the payer’s address can initially be dispensed with, though it may be requested by the payee’s payment service provider. When indicating the payer’s name and, if necessary, address, the Bank uses the data stored in its systems to comply with the statutory requirements. The Regulation ensures that the payer and the payee are always clearly identifiable from the payment data sets themselves. This also means that the Bank is required to verify payment data, to answer inquiries from other banks about the identity of the payer or the payee and to make such data available to the competent authorities on request.

**Your IBAN\* is:**

1	
2	
3	
4	
5	

\*International Bank Account Number

**The BIC\*\* is:**


\*\*Bank Identifier Code

You will receive details of the IBAN under separate cover.



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Your IBAN\* is:

1	
2	
3	
4	
5	

\*International Bank Account Number

The BIC\*\* is:


\*\*Bank Identifier Code

40.526 (05/18)

You will receive details of the IBAN under separate cover.