



Opening of accounts/ custody accounts¹

Internal bank data/filing data				
Type of account ¹ (e.g. savings account)	Account/custody account will be used as follows: ²		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 designation³ required

I hereby apply for the opening of accounts/custody accounts on the following terms:

Surname, first names (also name at birth)			
Address (in Germany, including federal state ³)			
Occupation/Trade	Nationality, Marital status ⁴		
Date of birth, Place of birth	Tel. no. ⁴ Fax no. ⁴		
Form of delivery of account statements <input type="checkbox"/> Statement printer <input type="checkbox"/> Other:	E-mail address		
	Mailing address (if different from above address)		
Use of electronic access media ⁵ <input type="checkbox"/> Debit card <input type="checkbox"/> Other access media	<input type="checkbox"/> Online banking	<input type="checkbox"/> Telephone banking	

版本说明 1

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:

Diverging 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. Consent to Transfer of Data to SCHUFA (applies only to current accounts)

I hereby agree that the Bank may transfer data concerning the application for, operation and closure of this account to SCHUFA Holding AG, Kormoranweg 5, 65201 Wiesbaden.

Irrespective thereof, the Bank shall also transfer to SCHUFA data concerning its outstanding claims against me. This is admissible under the German Federal Data Protection Act (Section 28a (1), sentence 1) if I have failed to render the performance owed on time, the transfer is necessary to safeguard the legitimate interests of the Bank or a third party and

- the claim is enforceable or I have expressly acknowledged the claim or
- I received at least two written reminders after the due date, at least four weeks elapsed between the first reminder and the data transfer, the Bank gave me sufficient notice before transferring the data or at least informed me of the impending transfer in the first reminder and I did not dispute the claim or
- the contractual relationship on which the claim is based can be terminated without prior notice by the Bank for payment in arrears and the Bank has informed me of the impending transfer.

Furthermore, the Bank shall also transfer data to SCHUFA concerning other conduct in breach of contract (account or credit card misuse or other fraudulent behaviour). Such data may only be transferred under the German Federal Data Protection Act (Section 28 (2)) if this is necessary to safeguard legitimate interests of the Bank or a third party and there is no reason to assume that the data subject has an overriding legitimate interest in ruling out the possibility of transfer.

I therefore hereby simultaneously release the Bank from its obligation to maintain banking secrecy.

SCHUFA stores and uses the data it receives. This use also includes computation of a credit score (i.e. a number indicating the statistical probability of default) based on the data held by SCHUFA. SCHUFA transfers the data it receives to its contractual partners in the European Economic Area and Switzerland to provide them with information for evaluating the creditworthiness of natural persons. SCHUFA contractual partners are enterprises supplying goods or services which bear the risk of non-payment (particularly banks as well as credit card and leasing companies, but also, for example, rental firms, retailers, telecommunications providers, power suppliers, insurance firms and collection agencies). SCHUFA transfers personal data only if credible evidence of legitimate interest in access to the data has been presented in an individual case and the transfer is admissible after due consideration has been given to the interests of all parties. For this reason, the amount of data made available in each case can vary according to which kind of contractual partner is involved. In addition, SCHUFA uses the data to check the identity and age of persons at the request of its contractual partners offering, for example, services online.

I can obtain information from SCHUFA about the data stored concerning me. Further details of the SCHUFA credit information and credit scoring system are available at www.meineschufa.de. SCHUFA's postal address is:

SCHUFA Holding AG, Verbraucherservice, Postfach 5640, 30056 Hannover

版本说明 2

Eröffnung von Konten/Depots (Copy for the Bank)
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¹Further information pursuant to the GwG, KWG and AO should be recorded on Form 41.520 and included in the account information file. ²Required if the account/custody account number does not already indicate the type of account. ³Required to allow correct deduction of withholding tax. ⁴Voluntary. ⁵The use of electronic access media is subject to a separate agreement between the Bank and the account/custody account holder.

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) 4	
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Data protection notice:
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.

Form for Opening Accounts/Custody Accounts
(Contracting party is a natural person)

Account/custody account holder
Account/custody account no.

Further information pursuant to the
GwG¹, KWG² and AO³

The Bank is obligated by law to collect and record in writing the following information.

Nature and purpose of business relationship	
<input type="checkbox"/> Payments (e.g. current account)	<input type="checkbox"/> Other:
<input type="checkbox"/> Investment	
<input type="checkbox"/> Lending	

Clarification of the beneficial owner⁴

- I am acting in my own economic interest and not at the behest of any third party (particularly not as a trustee)
- I am acting at the behest of the following natural person. (If the contracting party is acting at the behest of a company, its name/registered seat should be entered here and attention paid to footnote 4.)

Name (where applicable, name of company)	First name(s)	(if necessary, further identifying features (e.g. address/registered seat))

Duty of the account/custody account holder to cooperate under the GwG⁵

The account/custody account holder is obligated to immediately report to the Bank any changes in the mandatory information provided to it that may arise in the course of the business relationship.

Place, date, signature of account/custody account holder

Other processing information

Form of account/custody account holder identification

Identity document (Type of document, number, issued by, on)	<input type="checkbox"/> see copy of identity documents	<input type="checkbox"/> Identification by eligible third parties (e.g. Postident procedure)	PEP status ⁶
		<input type="checkbox"/> Remote identification pursuant to Section 6 (2) No. 2 GwG (electronic signature)	<input type="checkbox"/> has been determined
			<input type="checkbox"/> does not need to be determined
<input type="checkbox"/> As the contracting party had already been identified on a previous occasion and the information collected at the time was recorded, reidentification could be waived.			
Account no.: _____			

<input type="checkbox"/> Newly opened	Withdrawal notice for savings deposits:	Additional processing information
<input type="checkbox"/> Alteration		
TIN _____ Tax Identification Number of account/custody account holder/beneficial owner		Place, date, signature of bank employee

Space for remarks where the information collected is updated

Ausfertigung für die Bank (Copy for the Bank)

版本说明 3

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¹Geldwäschegesetz (GwG) = German Anti-Money Laundering Act ²Kreditwesengesetz (KWG) = German Banking Act ³Abgabenordnung (AO) = German Tax Code ⁴The beneficial owner(s) is (are) always the natural person(s) at whose behest the account/custody account is ultimately opened. If such beneficial ownership status arises indirectly – via a company, for example – the information should be recorded on one of the forms provided for this purpose, i.e. Form 41.521 (corporations/companies), Form 41.522 (partnerships), Form 41.523 (foundations or comparable legal entities), or separately. ⁵Sections 4 (6) and 6 (2) No. 1 GwG. ⁶PEP = Politically Exposed Person – Determination of PEP status is only necessary for natural persons resident abroad. ⁷The Tax Identification Number (TIN) only needs to be entered if the account/custody account holder/beneficial owner is a natural person resident in another EU member state or in an associated or dependent territory of an EU member state to which Germany reports interest payments under the Interest Information Regulation (Zinsinformationsverordnung – ZIV).

附件 1 (续)：中国银行法兰克福分行开户申请书》(填报说明)

1

A Type of account

账户类型

帐户类型分为：

转帐帐户 / 储蓄账户 / 贷款账户 / 其他账户

定期账户 / 活期账户。如为活期账户，请用“KK”标明。如为定期账户，请用“EI”标明。

B Account/custody account will be used as follows

账户用途

账户用途可分为：个人自用（private use），企业经营用（commercial use）。请在相应的项目前的方格内打钩。

C Account/custody account currency

账户币种

账户币种可分为人民币，欧元和美元。请用缩写标明币种。币种标准缩写为：人民币为 RMB，欧元为 EUR，美元为 USD。

2

Surname, first names

开户申请人的姓名（如婚后姓名与出生姓名不一致，请将两个姓名都登记在此）。姓名需用拼音填写而且保持和户照上的拼音一致。

Address

开户申请人目前的住址

Occupation

开户申请人的职业

Nationality, Martial status

开户申请人的国籍和婚姻状况

Date of birth, Place of birth

开户申请人的出生日期和出生地点（标明省份即可）

Tel. no., Tel.no.

开户申请人的联系电话和传真号码

Form of delivery of account statements

开户申请人索取银行对帐单的方式（请在相应的项目前打钩）

- **Statement printer**

自动打印对帐单（为默认选项）

- **Other**

其他

E-mail address

开户申请人的常用电子邮件地址

Mailing address

开户申请人的当前通信地址

Use of electronic access media

开户申请人选择的银行产品（请在选中的项目前打钩）

- **Debit card**

借记卡

- Online banking
网上银行
- Telephone banking
电话银行
- Other
其他

3

这一部分请开户申请人须认真阅读。银行工作人员在必要时可向开户申请人简单告知如下信息：

1. 除非另有约定，帐户为活期帐户。银行应于每季度末向帐户所有人寄送银行余额对帐单。如果开户申请人对定期余额对帐单的期限有特殊要求，请在表格空白处标明。定期余额对帐单的法律效力、帐户所有人对对帐单内容的审核义务以及可能提出的反对意见均参照中国银行法兰克福分行开户章程第七条规定。
2. 凡开设活期账户的客户同意德国 SCHUFA 获得开户人的信息。SCHUFA 与信贷机构，信用卡公司和其他机构合作，所保存的信息只用于评价自然人的信用程度。
3. 开户人与中国银行法兰克福分行的商业关系由中国银行法兰克福分行开户章程规定。在针对某一商业关系时，中国银行法兰克福分行保有修改和补充特殊条款的权利。

4

开户申请人签字：

签字地点，日期和亲笔签名。开户申请人签名不得涂改。

5

开户申请人选择开户的原因，并在相应的项目选项前面打钩。开户原因分为：

Payment

选择开户的目的是使用此帐户进行转账汇款支付，譬如开设活期帐户

Investment

选择开户的目的是使用此帐户进行存款和投资，譬如开设户定期账户

Lending

选择开户的目的是使用此帐户进行贷款

Other

选择开户的目的不包括在上述情况之内

开户原因可为多选。

6

开户申请人说明账户受益人的情况。请根据实际情况在相应的项目前打钩。

I am acting in my own economic interest and not at the behest of any other party.

开户申请人从事的经济活动仅代表其本人的经济利益，而不受第三方的支配（特别是开户申请人不是信托受托人）。此项为默认选项。

I am acting at the behest of the following natural person.

开户申请人从事的经济活动受其他自然人的支配。请在表格空白处依此列出其姓名。（如果签署开户合同的一方的经济活动是受公司的支配，请列出公司名称和经营注册地址。）

7

根据德国反洗钱法（GwG）的规定，如果开户申请人更改了已向银行提供的主要信息，开户申

请人有义立即通知开户银行。

请开户申请人在横线上方填写签署此开户申请的地点，日期并亲笔签名。开户申请人签名不得涂改。

版本说明
1

Copy for the Bank

银行留存联。开户申请人填写的私人帐户开户申请书共两页。申请书原件由中国银行法兰克福分行保留。根据开户申请人的请求，可将申请书原件复印后由开户申请人保留复印件。

版本说明
2

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注意：此为版本文件编号。开户申请书第一页是 2009 年 9 月版，为截止到 2010 年 6 月的最新版本。此文档系统编号为 40.520。（请代理开户见证银行提前向中国银行法兰克福分行索取最新版本！）

版本说明
3

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注意：此为版本文件编号。开户申请书第二页是 2009 年 4 月版，为截止到 2010 年 6 月的最新版本。此文档系统编号为 41.520。（请代理开户见证银行提前向中国银行法兰克福分行索取最新版本！）

备注： 开户申请书内容可由银行工作人员帮助开户申请人填写。但所填写内容应由开户申请人亲笔签名确认。

中国银行法兰克福分行
营业部
二零一零年六月