



## Opening of Sutor Bank Blocked Account

### Agreements and Declaration of Consent

Dear Aryan

thank you for applying to open a blocked account via Fintiba at Sutor Bank and for the trust you have placed in us.

**Your online application has been completed, please take particular note of the following:**

- Download the **Fintiba mobile app** to your smartphone for iOS and Android
- Check if your data is correct
- Provide your passport information
- Perform your verification
- Determine your blocked balance as well as your blocked account duration
- Provide your Tax Identification Number (TIN) and the respective fiscal country
- Get your account details and transfer the required blocked amount
- After receiving the money, we will immediately issue your blocking confirmation
- Take your blocking confirmation to the embassy and apply for your visa

### Good to Know

#### Document Verification

We can only check information that has been completed, so make sure to upload all required documents and provide all information that we ask for. Otherwise, the process could be delayed.

#### Account Opening

Once the account-opening process has been completed, you will be informed of your blocked account details and notified via email and push notifications in your mobile app.

#### Money Transfer

As soon as you have received your account number, you can transfer the required amount to your account, which is specified in a supplementary form. Please keep in mind the charges and payment transfer fees your principal bank invoices for this service. Once the money has been credited to your Sutor Bank blocked account, your blocking confirmation will be automatically issued in both English and German languages. Please note that payments can only be made in EUR and that we are unable to accept any payments by cheque or cash. International transfers can take between 3 and 5 working days.

#### Arrive in Germany

Once you have arrived in Germany, please complete your legitimation by video legitimation or Postident (if still necessary). Should in your specific case, Postident legitimation not be possible, you can go through an alternative legitimation process. Please note that without this legitimation, your account will remain blocked.

#### Visa Rejection and Early Account Closure

Should your visa application be rejected or you want to close your account early for other reasons, we require the following documents to complete the reversal transfer:

- Lifting of the block on the account by the beneficiary of the blocking confirmation (embassy, consulate or foreigners office), or
- A confirmation issued by the consulate stating that your visa application has been denied

After providing the documents and a successful review by our support team, the reversal transfer will be executed to the account from which the amount was originally transferred (if not otherwise specified and if possible).

#### Tax Status in Germany

Once you have arrived in Germany and processed your legitimation, you can set up your payouts immediately. Please be advised that your account at Sutor Bank is classified as a „non-resident taxpayers“ account. Therefore Sutor Bank does not require a registration letter and German TIN. In case you want to switch the account into a resident taxpayers account, please contact with us after your arrival in Germany.



## Opening of Sutor Bank Blocked Account

### Personal Data

I hereby apply for the opening of a privately used blocked account in EUR at Sutor Bank with the terms on this form;

#### Personal Data of Account Holder

Title	Herr
Surname	Mishra
Name of Birth	-
First Name/s	Aryan
Date of Birth	12.06.2004
Place of Birth	DELHI, DELHI
Country of Birth	India
Nationality 1	India
Nationality 2	-
Marital Status	Single
Occupation	-
Tax Identification Number (TIN)	HPDPM5054M
Use of Electronic Access Media	on
Email Address	aryanmishraa12@gmail.com

#### Legitimation Data of Account Holder

Passport Number	W9866463
Legitimation Document	RP
Date of Issue	01.02.2023
Issuer of Document	IN
Expiry Date	31.01.2033

#### Contact Data in a Foreign Country (if applicable)

Street	-
House Number	-
Addition	-
Addition	-
City	-
Postcode	-
Country	-
Mobile number	-
Valid until	-

#### Contact Data in Germany (if applicable)

Street	Taubenbogen
House Number	4
Addition	B0.26
Addition	-
City	Potsdam
Postcode	14476
Federal State	-
Country	Germany
Mobile Number	-
Valid from	-

(Planned) Start of Studies	-
----------------------------	---



## Opening of Sutor Bank Blocked Account

### Agreements and Declaration of Consent (1/2)

#### 1. Consent to Transfer of Data to SCHUFA

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](http://www.meineschufa.de). SCHUFA's postal address is: *SCHUFA Holding AG, Privatkunden ServiceCenter, Postfach 103441, 50474 Köln*

#### 2. Current Account Agreements and Account Balancing Period

The accounts shall be operated as a current account. The Bank shall issue a periodic balance statement at the end of each calendar quarter. 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.

#### 3. Incorporation of the Business Conditions and Communication

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.



## Opening of Sutor Bank Blocked Account

### Agreements and Declaration of Consent (2/2)

#### 4. Data Protection Notice of Sutor Bank

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.

#### 5. Communication via Email

I agree that I receive sensitive information regarding my business relation via unsecured email. Please be informed, that we won't accept orders regarding contract closing, transfers, standing orders, closure of banking services as well as changes of personal data. We point out, that unsecured emails carry various risks like missing confidentiality, manipulability of content, pretend of sender, errors arising in the transmission of messages or malfunction like viruses, trojans, worms, spam and further more. I understand the above named points and agree that the contracting entities do not assume responsibility for possible damages which arise out of using email.

#### 6. Fintiba Terms of Business and Data Protection Notice

I agree that for the usage of the online banking and services in connection with the Sutor Bank blocked account the terms of business and the data protection notice of Fintiba GmbH | Wilhelm-Leuschner-Straße 29 | DE-60329 Frankfurt a. M. should apply.

#### 7. Online Banking and Communication

I agree that I can use the services of Sutor Bank only via the application of the mobile App named "FINTIBA" or via the online interface provided by Fintiba GmbH that can be accessed under [www.fintiba.com/app](http://www.fintiba.com/app). We have commissioned Fintiba GmbH to carry out communication with respect to the contractual relationship. I will send Information and declarations, which concern my contractual relationship with Sutor Bank on the basis of the General Business Conditions or which are related to the same, to the following address, unless specified otherwise in the General Business Conditions:

Email: [support@fintiba.com](mailto:support@fintiba.com)

Phone: +49 69 204 34 26 20

Postal address: Fintiba GmbH | Wilhelm-Leuschner-Straße 29 | DE-60329 Frankfurt a. M.



## Opening of Sutor Bank Blocked Account

### Further Information pursuant to the:

GwG<sup>1</sup>, KWG<sup>2</sup> and AO<sup>3</sup>

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

#### 8. Nature and Purpose of Business Relation

I assure that the opened account is only for the use as a "proof of financial resources" to apply or extend a visa in Germany.

#### 9. Politically Exposed Person (PEP)

I assure that I am not a "Politically Exposed Person (PEP)". Further, I assure that I am neither a family member, relative or close associate of a PEP<sup>6</sup>.

#### 10. Clarification of the Beneficial Owner<sup>4</sup>

I assure that I am acting in my own economic interest and not at the behest of any third party (particularly not as a trustee).

#### 11. Duty of the Account/Custody Account Holder to Cooperate Under the GwG<sup>5</sup>

The account/custody account holder is obligated to make available the information and documents necessary for determining beneficial owners. Further information under tax law should be recorded on page 11 of the account opening form and included in the account-opening file. The account/custody account holder must immediately report to the Bank any changes in the mandatory information provided to it that may arise in the course of the business relationship.

<sup>1</sup> Geldwäschegesetz (GwG) = German Anti Money Laundering Act.

<sup>2</sup> Kreditwesengesetz (KWG) = German Banking Act.

<sup>3</sup> German Fiscal Code (Abgabenordnung).

<sup>4</sup> The 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.

<sup>5</sup> Sections 4 (6) and 6 (2) No. 1 GwG.

<sup>6</sup> PEP = Politically Exposed Person; clarification of PEP status is necessary for each natural person - for both the contracting party and the beneficial owner.



## Opening of Sutor Bank Blocked Account Depositor Information Sheet

### Detailed Information

Dear Customer,  
with the following "Depositor Information Sheet", we wish to inform you - pursuant to Section 23a (1) sentence 3 of the German Banking Act (Kreditwesengesetz, KWG) - about the statutory Deposit Guarantee Scheme. In addition, your deposits are covered by the contractual Deposit Protection Fund (Einlagensicherungsfonds) of the Association of German Banks (Bundesverband deutscher Banken). Further details are available at [www.bankenverband.de/einlagensicherung](http://www.bankenverband.de/einlagensicherung).

**Deposits at:** Sutor Bank GmbH

**Protected by:** Entschädigungseinrichtung deutscher Banken GmbH <sup>(1)</sup>

**Limit of protection:** EUR 100 000 per depositor per credit institution <sup>(2)</sup>

**If you have more deposits at the same credit institution:** All your deposits at the same credit institution are 'aggregated' and the total is subject to the limit of EUR 100 000 <sup>(2)</sup>

**If you have a joint account with other person(s):** The limit of EUR 100 000 applies to each depositor separately <sup>(3)</sup>

**Reimbursement period in case of credit institution's failure:** Within 7 working days <sup>(4)</sup>

**Currency of reimbursement:** Euro

**Contact:** Entschädigungseinrichtung deutscher Banken GmbH, Burgstrasse 28, 10178 Berlin, GERMANY

*Explanatory footnotes can be found on the following page.*



## Opening of Sutor Bank Blocked Account

### Depositor Information Sheet (6/7)

#### Additional Information (all or some of the below)

- (1) Your deposit is covered by a statutory Deposit Guarantee Scheme and a contractual Deposit Guarantee Scheme. If insolvency of your credit institution should occur, your deposits would in any case be repaid up to EUR 100,000.
- (2) If a deposit is unavailable because a credit institution is unable to meet its financial obligations, depositors are repaid by a Deposit Guarantee Scheme. This repayment covers at maximum EUR 100,000 per credit institution. This means that all deposits at the same credit institution are added up in order to determine the coverage level. If, for example, a depositor holds a savings account with EUR 90,000 and a current account with EUR 20,000, he or she will only be repaid EUR 100,000.
- (3) In case of joint accounts, the limit of EUR 100,000 applies to each depositor. Deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of EUR 100,000. In the cases listed in Section 8 (2) to (4) of the German Deposit Guarantee Act (Einlagensicherungsgesetz) deposits are protected above EUR 100,000. More information can be obtained from the website of Entschädigungseinrichtung deutscher Banken GmbH at [www.edb-banken.de](http://www.edb-banken.de).
- (4) Reimbursement:  
The responsible Deposit Guarantee Scheme is  
Entschädigungseinrichtung deutscher Banken GmbH  
Burgstrasse 28  
10178 Berlin  
GERMANY  
Postal address:  
Postfach 11 04 48  
10834 Berlin  
GERMANY  
Telephone: +49 (0)30 59 00 11 960  
Email: [info@edb-banken.de](mailto:info@edb-banken.de)  
It will repay your deposits (up to EUR 100,000) within 20 working days at the latest until 31 May 2016, from 1 June 2016 within 7 working days. If you have not been repaid within these deadlines, you should contact the Deposit Guarantee Scheme since the time to claim reimbursement may be barred after a certain time limit. More information can be obtained from the website of Entschädigungseinrichtung deutscher Banken GmbH at [www.edb-banken.de](http://www.edb-banken.de).

#### Other Important Information

In general, all retail depositors and businesses are covered by Deposit Guarantee Schemes. Exceptions for certain deposits are stated on the website of the responsible Deposit Guarantee Scheme. Your credit institution will also inform you on request whether certain products are covered or not. If deposits are covered, the credit institution shall also confirm this on the statement of account.



## Opening of Sutor Bank Blocked Account

### Revocation Right (7/7)

#### Revocation Right

You can revoke your contract within 14 days without giving reasons in form of a written note (for example e-mail or letter). The period begins after receipt of this information in a durable medium but not before conclusion of contract and also not before the fulfilment of our information requirements/duties in accordance with article 246b § 2 paragraph 1 in conjunction with § 1 paragraph 1 number 7 to 12, 15 and 19 as well as Article 248 § 4 paragraph 1 EGBGB.

In order to safeguard the withdrawal period, in a timely manner, the revocation must be sent to:

Fintiba GmbH  
Wilhelm-Leuschner-Straße 29  
60329 Frankfurt am Main  
Germany

or

[info@fintiba.com](mailto:info@fintiba.com)

#### Revocation Consequences

In the case of an effective cancellation the mutually received services and any benefits obtained (for example, interest) need to be returned. If you overdraw your account, we can neither demand costs nor interest for the repayment of the overdraft if we did not duly inform you about the conditions and consequences (e.g. applicable borrowing rate).

You are obliged to pay compensation for the services provided until the revocation if you were informed about the legal consequences before the submission of your contractual statement and expressly agreed to a start of the execution of the consideration before the ending of the withdrawal period. If there is an obligation to pay compensation, this may mean that you still have to fulfil your contractual payment obligations for the period up to the revocation. Your right of revocation expires prematurely if the contract is completely fulfilled by both parties at their express request before you have exercised your right of revocation. Obligations to refund payments must be fulfilled within 30 days. The period begins with our receipt of the declaration of revocation.

#### Special Instructions

In case of a cancellation of this contract, you are no longer bound to a relating contract to this agreement contract if the related contract involves a services, which is provided by us or a third party on the basis of an agreement between us and the third party.

END OF REVOCATION





## Opening of Sutor Bank Blocked Account

### Declaration of Account Blocking (1/2)

#### Declaration of Blocking (Sperrabrede)

I am keeping a current account with your company. To turn this account into a blocked account I wish to enter into/extend the following agreement with you:

A credit balance of 11904.00€ ("Blocked Balance") is blocked for the benefit of the regional body under public law ("öffentlich-rechtlichen Gebietskörperschaft") to which the foreign resident authority ("Ausländerbehörde") responsible for the account holder's current place of residence in Germany, or last place of residence if he/she has moved out of the territory of the Federal Republic of Germany, is attributable ("Blocked Account Beneficiary"), represented by this foreign resident authority.

The blocking agreement solely applies to the aforementioned Blocked Balance and shall not affect any exceeding amounts credited to the account. The block only takes effect after the Blocked Balance was fully paid into the blocked account.

After the Blocked Balance was fully paid into the blocked account, the account holder shall be able to freely dispose of the Blocked Balance up to a monthly amount of 992.00 € per month without the consent of the Blocked Account Beneficiary, subject to the minimum balance specified below. If the aforementioned monthly amount is not fully exhausted, the free right of disposition in the following month will increase by the corresponding amount (acceleration).

The amount of 0.00 € ("Minimum Balance") from the blocked account can only be disposed of with the explicit consent of the Blocked Account Beneficiary.

In case of a reopening of a blocked account, the initial disposition of the blocked balance requires the setup of a separate standing order by the account holder in the Fintiba App. This will be possible after providing further documents. Except as outlined above, the account holder can only dispose of the blocked account with the consent of the Blocked Account Beneficiary. Dispositions over any amount which exceeds the above mentioned Blocked Balance – after deduction of the freely disposable sums – are exempt from this provision.

The block expires once the Blocked Balance has been fully disposed of in accordance with this agreement. Otherwise the block only expires if the bank receives an explicit written approval from the blocked account beneficiary. This blocking agreement regarding the aforementioned Blocked Balance is subject to the resolutive condition of the presentation of a consular certificate refusing the visa application of the account holder. In case of the occurrence of the resolutive condition, the account holder will get paid back his/her balance via transfer to the original account.

A fee of 89.0 € will be charged for the initial setup and for any extension of the blocking arrangement to the blocked account. Furthermore, a monthly fee of 4.9 € will be charged by the bank, as long as the account has a positive balance, for the account administration.

*\*If a different figure is specified, then the specified figure applies. If no different figure is specified, the prescribed default applies in all cases.*

#### Declaration of Consent for the Forwarding of Personal Information to Public Authorities in the Home Country, Foreign Resident Authorities and Fintiba

I declare my consent for Sutor Bank GmbH and Fintiba to forward any required information in connection with my stipend/ visa to the relevant authorities, foreign resident authorities and Fintiba relating to the blocked account hereby applied for via fax and/or email. I hereby release Sutor Bank GmbH and Fintiba from its obligation to maintain banking secrecy to the necessary extent.



## Opening of Sutor Bank Blocked Account Declaration of Account Blocking (2/2)

### Receipt of Regular Account Statements

I agree to receive my regular account statements by Sutor Bank GmbH via the "Documents" section of the Fintiba App.

### Automatic Termination of the Blocked Account

I agree that after paying out all of the money of the blocked account or the ending of my visa, the account will be terminated automatically. The account will not be terminated, if I extend my stay and my blocked account via a separate order. In case of termination, any remaining balances will be transferred to the account where the original transfer has come from. I also agree that, if after 3 months from the account opening date no money has been transferred to the blocked account, Fintiba and Sutor Bank have the right to automatically close my blocked account. I acknowledge that I will be informed about the account closure in a timely manner and I am aware that I can reactivate my account via a separate order.

### Penalty Interest Charges

In case of penalty interest charges by the European Central Bank, Sutor Bank is entitled to charge the customer the penalty interest incurred up to the amount of the current interest rate.



## Opening of Sutor Bank Blocked Account

### Declaration of Account Blocking

Customer Name: **Mishra, Aryan**  
 Customer Number: **IN00579710**

### Notes on Details of Tax Residence and Their Transmission to the German Federal Central Tax Office (Bundeszentralamt für Steuern (BZSt))

The Bank collects, stores and processes details of tax residence on the basis of the German Act on the Exchange of Financial Account Information (Finanzkonten-Informationsaustauschgesetz (FKAustG)), the German FATCA-USA Implementing Regulation (FATCA-USA-UmsV) and the German Interest Information Regulation (Zinsinformationsverordnung (ZIV<sup>1</sup>)).

If any of the tax residences indicated by you are;

- the United States of American
- another EU member state or
- another country which has agreed an exchange of tax information with the Federal Republic of Germany,

the information stipulated under the German Act on the Exchange of Financial Account Information and/or the German FATCA-USA Implementing Regulation and the German Interest Information Regulation will be transmitted to the German Federal Central Tax Office. In compliance with the statutory requirements, details of the account/custody account holder (particularly name, address, country(ies) of residence, date and place of birth, Tax Identification Numbers, as well as account and custody account numbers), account balances and credited investment income, including the proceeds from the sale or redemption of financial assets, will be reported. The German Federal Central Tax Office will forward this information to the relevant foreign tax authority in the country of residence. If you are resident for tax purposes in Germany only, no such information will be reported to the German Federal Central Tax Office.

### Details of Tax Residence

I am resident for tax purposes and/or resident for tax purposes:

in <u>India</u>	my TIN* is: <u>HPDPM5054M</u>
in <u>-</u>	my TIN* is: <u>Not available</u>
in <u>-</u>	my TIN* is: <u>-</u>

**I hereby certify that all the information provided above is complete and accurate and undertake to notify the Bank promptly of any changes.**

Please note: Incorrect or incomplete information in countries in which you are liable for tax may give rise to criminal prosecution. The Bank is not authorised to provide legal advice. Legal questions, particularly any concerning tax residence, should therefore be clarified with a tax consultant.

<sup>1</sup> The German Interest Information Regulation (ZIV) applies from 2016 onwards only to the countries and territories that do not yet take part in the international automatic exchange of information under the German Act on the Exchange of Financial Account Information (FKAustG). Austria, in particular, will only take part as of 1 January 2017. In addition, the separate bilateral agreements between five European countries - Switzerland, Liechtenstein, San Marino, Monaco and Andorra - and the European Union between all EU member states and 12 dependent or associated territories (the Channel Islands, the Isle of Man and the dependent or associated territories in the Caribbean) will remain in force until they are repealed or revised.

<sup>2</sup> Number identifying a taxpayer of functional equivalent in the absence of a Tax Identification Number.

\* TIN is the standard international abbreviation for Tax Identification Number. Indication of the TIN is mandatory, unless the country in question does not issue a TIN or any functional equivalent identification number. For the European TINs, see <https://ec.europa.eu/taxation-customs/tin/tinBycountry.html?locale=de>.



## Questionnaire to Clarify Status as US Resident for Tax Purposes

Sutor Bank GmbH | Hermannstrasse 46 | 20095 Hamburg

The undersigned account holder hereby states and confirms the following through Sutor Bank GmbH, in accordance with the applicable conditions of US withholding tax law and in accordance with the status and eligibility of the account holder (for the purposes of withholding tax) as a NON-US PERSON or US PERSON with regard to Sutor Bank GmbH:

### Account Holder

Title	Herr	
Surname	Mishra	
First name	Aryan	
Street, house number	Taubenbogen	4
Second line of address (e.g. c/o)	B0.26	
Postcode	14476	
City, country	Potsdam	DE
Nationality	India	
Marital status	Single	
Account number	DE71202308000504542302	
Deposit number	-	

### Declaration (1/2)

Please read the following questions carefully and answer them truthfully by crossing the relevant box 'yes' or 'no'.

- |   | YES                      | NO                                  |
|---|--------------------------|-------------------------------------|
| 1. Are you a citizen of the United States of America (including dual citizenship)?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Do you have a US immigration VISA(Green Card)?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Have you resided or will you be residing in the USA for an extended period of time (at least 31 days) in the current year and do you meet the other requirements listed below of the substantial presence test? The duration of your residence in the USA in the last three years (including the current year) was for a total of at least 183 days. The number of days resident should be calculated as all of the days present in the current year, one third of the days present in the previous year and one sixth of the days present in the year before that | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

*Note: As an exception, a residence according to the substantial presence test is not relevant if you have resided or will reside in the USA for less than 183 days in the current calendar year and you can prove a residence outside of the USA, with which you maintain a close connection. In this case you must apply for an exemption from the status of US resident for tax purposes using the US tax form 8840 and submit a positive assessment from the US financial authorities (IRS) on the exemption*



## Questionnaire to Clarify Status as US Resident for Tax Purposes

Sutor Bank GmbH | Hermannstrasse 46 | 20095 Hamburg

### Declaration (2/2)

Please read the following questions carefully and answer them truthfully by crossing the relevant box 'yes' or 'no'.

		YES	NO
1.	Are you jointly taxed in the USA with a US spouse?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.	Do you have any other tax liability in the USA?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes, what is this for? Is this a limited or unlimited tax liability?  
(Please explain briefly.)

Note:

The ownership of a property in the USA or its leasing is just as irrelevant as shares in US real estate funds. If this concerns a limited tax liability please answer 'no'.

If you have answered one of the questions with "yes", please complete US tax form W9 and make it available to us. The forms indicates your customer adviser for you. If you are unsure whether one of the aforementioned categories applies to you or you are taxable in the USA for other reasons, please consult your tax adviser and speak with your customer adviser. The undersigned account holder hereby obligates themselves to inform the bank should the above-stated information change.