

#### Mizuho EMEA

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# Fact Sheet of Current Account, Fixed-Term Deposit Account, Payment and Transfer Services and Spot Foreign Exchange Purchase and Sale services

## About the Bank

Mizuho Bank Europe N.V. (hereinafter, the "Bank")

Dutch subsidiary of Mizuho Bank, Ltd.

- Registered office: Amsterdam Atrium 3<sup>rd</sup> Floor, Strawinskylaan 3053, 1077 ZX Amsterdam, The Netherlands
- Registered on the Bank of Italy Register of "Banks and other foreign intermediaries authorised in Italy" Intermediary Registration Code (*Codice Meccanografico*): 21307
- Dutch KvK registration number: 33138252
- VAT number/fiscal code: 0032.63.332
- Telephone: +31-20-5734 343
- Email: mbe.transactionservices@mizuhoemea.com
- Website:https://www.mizuhogroup.com/emea/who-we-are/governance/mizuho-bank-europe-n-d-v-d-legal-and-compliance/legal-disclosures
- Member of the Dutch Deposit Guarantee Scheme (Deposito Garantiestelsel)
- Share Capital of the Bank.: EUR691,794,180 (as of May 2024]
- Competent Home Country Supervisory Authority: Dutch Central Bank (De Nederlandsche Bank)

# **CURRENT ACCOUNT**

#### **Features of the Current Account**

A current account is a service hereby the bank performs a cash service on behalf of the client, by holding his money and keeping it at client's disposal.

The Client may receive and make transfers within the limits of his funds. "Overdrafts" are not permitted and, therefore, no debit rates are applied.

The current account can be used for fixed-term deposits, payment services and foreign exchange buying and selling services.

Furthermore, the current account service may provide the following ancillary services:

- GLOBAL E-BANKING: also GCMS or MGeB or Remote Banking or E-Banking;
- SHORT AND MEDIUM-TO LONG-TERM FINANCING.

The relevant transactions are recorded also for the purpose of the periodic sending of the current account statement. Please refer to the relevant Information Sheets for the above-mentioned ancillary services.



# Typical risks of the current account

The current account is generally speaking a safe banking product. The main risk is the so-called "counterparty risk", i.e. the possibility that the Bank may not be able to refund to the account holder, in whole or in part, the available balance: against such type of risk it is provided a coverage up to an amount of €100,000.00 as a result of the Bank's membership to the Dutch Deposit Guarantee Scheme (*Deposito Garantiestelsel*). Further risks may be related to the loss or theft of documentation and/or keywords for accessing the account on the Internet but are minimised if the account holder complies with the common rules of caution and attention.

# Further information:

- (i) User Guide "Bank of Italy Guides. Current Account made easy"; and
- (ii) User Guide "Bank of Italy Guides. E-commerce payments made easy",

both available and accessible from the Bank of Italy institutional website (https://www.bancaditalia.it/pubblicazioni/guide-bi/) and the Bank's institutional website

#### Economic conditions of the current account

ACCOUNT OPENING COSTS		Zero
ACCOUNT MANAGEMENT COSTS	Periodic settlement costs	EUR 100.00 per month
	Recovery of costs for the	Zero
	sending of Transparency	
	Documents (Summary	
	Document)	
	Costs for single sending of	Zero
	the bank statement via	
	ordinary mail	
	Annual stamp duty for	To the extent provided by current
	legal persons	legislation.
MAXIMUM OVERDRAFT FEE		Not envisaged
PENALTIES		"Cost of the Order": costs or
		expenses of any kind and/or
		reimbursements for damages
		incurred by the Bank for reasons
		that are ascribable to the Client
		and cannot be predetermined.
		Quantified upon occurrence of
		the event.
COSTS PER SINGLE ENTRY		Zero
ACCOUNT CLOSING COSTS		Zero
	Standard Bank Certificate	EUR 40.00 (excluding VAT)



COSTS FOR THE SENDING OF	Certificate of Balance	EUR 5.00 (no VAT applied)
ACCOUNTING LETTER	Bank Statement as to	EUR 40.00 (excluding VAT )
	Capital Payments	
	Bank Declaration	EUR 50.00 (no VAT applied)

#### Main contractual clauses of the current account

## Withdrawal

- The agreement is of indefinite duration. The Client has the right to withdraw from the current account
  at any time, without any closing costs and penalties and without having to indicate the reason, by
  giving written notice of 5 (five) days, signed even by only one of the holders in case of a joint account.
  The withdrawal becomes effective [upon receipt of the notice by the Bank. The withdrawal from the
  current account causes the closure of the current account. The Client shall comply with all obligations
  arisen prior to said withdrawal.
- 2. If the Client withdraws from the current account, the Bank, without prejudice to the provisions of previous paragraph, shall not be obliged to execute the orders received [prior to the date on which the withdrawal became effective by means of the notice of withdrawal.
- 3. Notwithstanding the provisions of sub-paragraphs 1 and 2 above, the Client may give the Bank, in writing, a longer period of notice than that indicated, or specify to the Bank the orders that it intends to be honored, provided that such orders were given on a date prior to the time in which the withdrawal became effective.
- 4. The Bank shall be entitled to withdraw from the agreement by giving the Client a two months' written notice, except in the event of a just cause (e.g. default, suspected fraud, etc.): in such case, the withdrawal shall be immediately effective.
- 5. If the Bank withdraws from the current account, it shall not be obliged to execute the orders received after the date on which the withdrawal became effective by means of the notice of withdrawal referred to in the above.

#### Withdrawal in case of unilateral amendment of contractual conditions

The Bank reserves the right to amend the General Terms and Conditions in case of just cause, including in a manner that is unfavourable to the Client by notifying the Client

- 1. Such notice shall be provided on paper or other durable medium (e.g. pdf or email).
- In case of just cause, the Bank also reserves the right to amend, also in a manner that is unfavourable to the Client, the economic conditions applied to the individual positions entered into by the Client
- 3. Within the date set for the amendment to become effective, the Client has the right to withdraw without any penalty or charge and to obtain, upon settlement of the same, the application of the conditions previously applied. In absence of an express exercise of the withdrawal right within



the aforementioned period, the amendment of the contractual conditions shall be considered as accepted.

# **FIXED-TERM DEPOSIT ACCOUNT**

## Features of the fixed-term deposit account

The fixed-term deposit is a Dutch law governed transaction whereby the Bank acquires the ownership of the sums of money deposited by the Client and undertakes to return them upon expiration of the agreed term.

The transaction is a form of collection of savings.

The sums of money deposited are bound for the period agreed between the Bank and the Client. Therefore, neither additional deposit transactions nor withdrawals, either total or partial, of the deposited sums are permitted during the bonding period, without prejudice, however, to the possibility of early redemption.

The deposit does not result in the issue of any security.

The Client shall not assign or transfer the deposit or even individual rights or obligations under this Agreement to any third parties

#### Typical risks of the fixed-term deposit account

Among the main risks are:

Counterparty risk: because of the Bank's membership of the Dutch Deposit Guarantee Fund, counterparty risk relating to deposits is in principle hedged up to an amount of EUR 100,000 per depositor. Please note that the EUR 100,000 limit applies to your aggregate deposits at the Bank. This includes but is not limited to your fixed-term deposits. It should be noted that certain depositors are excluded from the protection of the Dutch Deposit Guarantee Scheme, such as:

- Banks, to the extent that it concerns deposits made for their own account;
- Financial institutions; and
- Depositors that have not been identified in accordance with Dutch anti-money laundering legislation. For more information on the Dutch deposit guarantee scheme, please be referred to the website of the Dutch Central Bank (https://www.dnb.nl/en/reliable-financial-sector/dutch-deposit-guarantee/).

Bail-in risk: under European law, in situations of severe financial distress the Bank's creditors – including fixed-term deposit holders – may be forced to bear part of the Bank's losses through the application of so called "bail-in" tools. Through the application of bail-in tool, certain liabilities of the Bank can be written-down

or converted into rights to newly issued shares or other instruments of ownership. Fixed-term deposits (but only to the extent that they exceed the coverage limits of the Dutch deposit guarantee scheme) are liabilities that could be written down or converted as part of a bail-in measure.



- The Client acknowledges and accepts the risk associated with the impossibility of obtaining the refund of the sums deposited before the due date agreed upon with the Bank.
- The possible unfavourable amendment of contractual terms and conditions in the contractually agreed scenarios.

#### Main contractual clauses of the fixed-term deposit account

#### Early redemption option

The Bank may allow, on an exceptional basis and upon recovery of the charges and early redemption costs indicated in the "Bank Confirmation of Early Redemption", the full and/or partial early redemption of the amounts deposited with the Bank. For this purpose, the Client shall send to the Bank, with at least a 5 (five) business days' notice, the "Early Redemption Request Form".

The charges, costs and expenses of early redemption will be borne by the Client and will be disclosed to the Client in the "Bank Confirmation of early repayment". In particular, the Client will be charged with the cost, if any, borne by the Bank to refinance itself in the same currency and in an amount equal to the reimbursed amount for the period between the early redemption date and the initially agreed redemption date, calculated on a year/360 or 365 basis depending on the currency ("Breakage Cost").

# Failure to withdraw the deposited sums upon maturity

If the deposited amounts are not withdrawn upon the agreed due date, the deposit will be remunerated at the interest rate recognised by the Bank to the Client on the balances of the account in his name with the Bank or, if the Client no longer has an account with the Bank, at the last interest rate applied on the closed account in the name of the Client with the Bank.

The claim against the Bank for the deposited amounts will be time-barred after a period of 10 (ten) years from the day on which the agreed term for each fixed-term deposit account expires.

#### Maximum time for closing the position

Within 5 (five) business days unless otherwise agreed.



#### **PAYMENT SERVICES**

### Features of payment services

Payment services allow the ordering Client to make payments and transfers of funds to clients of the Bank or other banks. Payment services include:

- SEPA Credit Transfer in Euro: a transaction that allows the receipt or transfer of amounts in Euro
  from and to beneficiaries located in SEPA Country that is a party to the SEPA Credit Transfer
  agreement (as indicated in the documentation made available by the bank at its premises or on its
  website);
- urgent credit transfer: urgent credit transfer transaction in Euro from and to beneficiaries located in EEA countries:
- international credit transfer: a transaction that is different from the SEPA Credit Transfer (and
  includes credit transfers in currencies other than the Euro to or from any country and credit transfers
  in Euro and currency transfers to or from countries outside the EEA);
- other types of credit transfers that will be made available to the Client from time to time in accordance with the terms and conditions indicated in the economic conditions.

In order to place a credit transfer order, the Client shall:

- deliver a duly completed and signed paper order to the Bank, by using the forms provided by the Bank; or
- send to the Bank, to the previously agreed email address, a duly completed and signed order, by using the forms provided by the Bank; or
- in case of Mizuho Global e-Banking Remote Service, transmit a telematic order to the Bank by using the "Identification Systems" provided by the Bank and entering all data necessary to place the order.

#### Typical risks of payment services

There is a risk of delay on the successful completion of the order, in the event that the bank details of the beneficiary are not correct or accurate.

It should also be noted the possibility of unfavourable changes in economic conditions (fees and service charges)

#### Further information:

For further information as to the provision of payment services through distance communication means please refer to:

(i) User Guide "Bank of Italy Guides. E-commerce payments made easy",

both available and accessible from the Bank of Italy institutional website and the Bank's institutional website



# Main contractual clauses of payment services

The Bank is required to execute the mandates given by the Client within the limits and in accordance with the provisions of the Agreement. However, in case of a just cause, the Bank may refuse to take on the requested mandate, by giving prompt notice to the Client.

#### Withdrawal

The Client always has the right, at any time and without notice, to withdraw from the payment services agreement without any penalty and without termination costs.

The Bank has the right to terminate the payment services by giving at least two months' notice. The above period of notice does not apply in case of just cause, in such case the termination communicated by the Bank will have immediate effect.

#### Maximum time for the cancellation of service

Within 5 (five) business days unless otherwise agreed.

# Calculation criteria used to determine the exchange rate.

Transactions involving the conversion of one currency into another are settled on the basis of the exchange rate available on the Bloomberg platform on the date and time of execution of the transaction, subject to the application of an additional amount by way of commission.

The exchange rate is used for spot foreign exchange purchase/sale transactions, international transfer services in conversion transactions in 2 different currencies.



# **SEPA Credit Transfer Service in Euro**

# **Outgoing transfers**

Paper SEPA Credit Transfers in Euro		EUR 2.00
SEPA transfers carried out via Mizuho Global eBanking		EUR 0.50
Debit currency SEPA Cr	edit Transfers	Accounting execution date
Credit currency for the beneficiary of the paper SEPA Credit		Within one business day after the
Transfer (for orders sent before CET 4:00 pm one business day		sending of the order
before the value date - Cut-off time). The Cut-off time is the time limit		
by which the instruction is considered as received by the Bank within		
the same day)		
Credit currency for the beneficiary of the SEPA Credit Transfer		Within the same business day
carried out via Mizuho Global e-Banking (for orders sent before		
CET 11:30 am - Cut-off time). The Cut-off is the time limit by which		
the order is considered as received by the Bank within the same day)		
Cancellation charges	Paper SEPA	EUR 20.00
Repair charges	Paper SEPA	EUR 20.00
Credit currency and available funds (for incoming transfers)		Within the same business day on
		which the funds become available with the Bank.

# <u>Urgent Credit Transfer Service to and from the European Economic Area (hereinafter, "EEA")</u>

Urgent Credit Transfer: urgent credit transfer transaction in Euro from and to beneficiaries located in the EEA.

# **Outgoing transfers**

CURRENCY	Euro
CUT-OFF TIME: If received by the Bank within the cut-off	EUR 25.00
time, the Bank guarantees the credit to the beneficiary's	Cut-off time: CET 4:00 pm one
account on the same day.	business day before the value date
The cut-off is the time limit by which the order is considered	
as received by the Bank within the same day.	
ORDERED VIA REMOTE BANKING (Mizuho Global	EUR 5.00
eBanking)	CET 11:30 am for order via Mizuho
	Global e-Banking.

The ordering Bank does not charge any fee (so-called "**Share Fee**") on the amount of transfers to and from the EEA in Euro. Any fees may be charged to the beneficiary by his bank.

<u>International Credit Transfer Service in currencies other than the Euro to or from any country - and credit transfers in Euro and currency transfers to or from countries outside the EEA.</u>



Transactions involving the conversion of one currency into another are settled on the basis of the "composite" exchange rate available on the Bloomberg platform on the date and at the time of execution of the transaction, subject to the application of an additional amount by way of commission.

The exchange rate is used for spot purchase/sale transactions in foreign currency, international transfer services conversion transactions in 2 different currencies.

# **Outgoing transfers**

INTERNATIONAL TRANSFERS	Ordered via mail	EUR 20.00 + 0.1	15%
(regardless of the amount)		(min: EUR5.00,	max:
		EUR450.00)	
	Ordered via Remote Banking (Mizuho	0.15%	(min:
	Global e-Banking)	EUR5.00,	max:
		EUR450.00)	
DEBIT CURRENCY (expressed in bank	business days)	Date of accounting	
		execution of the	
		transaction.	
CUT-OFF TIME		Depending on the	ne
The Cut-off is the time limit by which	the order is deemed as received by	time zones and	the
the Bank within the same day.		underlying currencies	
Cancellation charge		EUR 20.00	
Repair charge		EUR 20.00	
Credit currency		Within the same	:
		business day or	1
		which the funds	
		become availab	le
		with the Bank	
Available funds on the beneficiary's ac	count for transfers without currency	Within the same	•
conversion or with conversion between Euro and currencies of EEA		business day on	
countries or between currencies of EEA countries		which the funds	
		become availab	le
		with the Bank	
Available funds on the beneficiary's account for transfers with conversion		2 (two) forex days	
between Euro and currencies of non-EEA countries or between currencies		from the trade date	
of non-EEA countries			



#### (SPOT) FOREIGN EXCHANGE PURCHASE AND SALE SERVICES

# Features of (spot) foreign exchange purchase and sale services

The spot foreign exchange trading is the conversion of currency into another currency or of currency against Euro, in which the withdrawal and payment of the traded quantities takes place within the second business day after the date of the trade. Such agreement entails a binding commitment by the client to buy (import-debit position) or sell (export-credit position) a certain amount expressed in foreign currency on a certain future date at an exchange rate which is fixed upon conclusion of the agreement.

# Typical risks of the spot foreign exchange purchase and sale services

Among the main risks are:

- changes in the economic and contractual conditions that are unfavourable to the client;
- exchange rate risk as the transaction is settled at the exchange rates prevailing at the time of subscription of the agreement (see next bullet below);
- country risk, i.e., the deterioration of the currency of the relevant country due to political/economic situations, natural disasters, etc., which can lead to strong fluctuations of the exchange rate and even to the impossibility to conclude any foreign exchange transactions.

#### Main clauses of the spot foreign exchange purchase and sale service

The spot currency buyer has the right to receive the quantity of currency purchased at the exchange rate and on the date specified in the Agreement, and the obligation to deliver the corresponding countervalue as determined in the Agreement.

# Economic conditions of spot foreign exchange purchase and sale services

# Calculation criteria used to determine the exchange rate.

Transactions involving the conversion of one currency into another are settled on the basis of the composite exchange rate available on the Bloomberg platform on the date and time of execution of the transaction, subject to the application of an additional amount by way of commission.

The exchange rate is used for spot purchase/sale transactions in foreign currency, international transfer services in currencies other than the Euro and any other currency conversion transactions in currencies other than the Euro pursuant to the current account agreement.

EXCHANGE	The "composite" exchange rate on the Bloomberg
	platform on the date and time of execution of the
	transaction
TRANSACTION COSTS	Zero
PENALTIES	"Cost of the Order": Costs or expenses of any kind
	and/or reimbursements for damages incurred by



	the Bank for reasons attributable to the Client that
	cannot be predetermined.
DEFAULT INTEREST ACCRUED ON THE "COST	Crediting rate on annual basis plus 2 (two)
OF THE ORDER"	percentage points. Such default interest is paid in
	addition to any compensation or indemnity due to
	the Bank is calculated on the basis of the actual
	number of days between the date of payment made
	by the Bank and the date of refund made by the
	Client.



# Complaints and out-of-court remedies

The Client may file a complaint with the Bank:

- by e-mail to: mbe.ComplianceComplaints@mizuhoemea.com
- ordinary mail to the address on page 1 of this document, to the attention of Compliance Department.

The Bank must reply within 60 (sixty) days of receipt.

For payment services, the Bank must reply within 15 (fifteen) days of receipt. Under exceptional circumstances, if the Bank is unable to respond within 15 (fifteen) business days for reasons that are beyond its control, it shall send an interim response, clearly stating the reasons for the delay in responding to the complaint and specifying the deadline by which the Payment Service User will receive a final response. In any case, the deadline for receiving the final response does not exceed 35 (thirty-five) business days.

If the client is not satisfied or has not received a reply within the above-mentioned term, before resorting to the Judicial Authorities, he may turn to the Financial Banking Arbitrator (*Arbitro Bancario Finanziario*, ABF), which is a system aimed at settling disputes that may arise between clients and banks and other intermediaries concerning banking and financial transactions and services (for more information see <a href="https://www.arbitrobancariofinanziario.it">www.arbitrobancariofinanziario.it</a>). The ABF is competent to resolve upon claims concerning banking and/or financial transactions and/or operations provided that the compensation asked for the client does not exceed Euro 200,000. Where the applicant client is only seeking for the acknowledgement of rights, faculties or intermediary's obligations but there is no request for compensation, the ABF may resolve upon any claims irrespective of their value.

In any event, the Client has the right to start the mediation procedure by referring to the *Conciliatore Bancario Finanziario* ("CBF") or] one of the Mediation Bodies listed in the special Register of Bodies kept by the Ministry of Justice, competent in the case of disputes concerning banking, financial and insurance agreements.

#### Further information:

For further information as to the functioning of the ABF and CBF and instructions as to how file a claim before these ADR system, please refer to:

- (i) User Guide "ABF made easy"; and
- (ii) The Regulation of the CBF,

both available and accessible from the Bank's institutional website and the institutional website of the ABF (accessible here: https://www.arbitrobancariofinanziario.it/abf/index.html) and the CBF (accessible here: https://conciliatorebancario.it/index.php/mediazione/regolamento)



Account balance	Balance resulting from the mere algebraic sum of
	the individual debit and credit entries including
	amounts that are still not accrued.
Available balance	Current account balance that can actually be used
Lending rate	Annual nominal rate with quarterly capitalisation.
	The effective rate takes into account the periodicity
	of capitalisation
Account overdraft	Excess of the amount of debits compared to the
	amount of credits in the account, without this being
	supported by a credit line. In such cases, the
	account assumes a debit balance for the client. The
	overdraft is episodic and requires the prompt
	reimbursement of the amounts used as debit