



IFSC Banking Unit, Gift City  
Version No. 1.0 effective from September 18, 2024

# Account Opening Form (Non- individuals)

Mizuho Bank, Ltd- IFSC Banking Unit,  
GIFT City

### Welcome to Mizuho Bank, Ltd- IFSC Banking Unit, Gift City

1. Mizuho Bank welcomes this opportunity to provide the right solutions to your business needs.
2. This Document pack includes all you need to open relationship with us.
3. The documentation we request from you, as indicated in the below, is necessary requirement prescribed by relevant laws and regulations and/or international standards which helps the Bank with its "Know Your Customer" (KYC) Policy.
4. Please fill up all relevant details in Block Letters.
5. Documents to be signed along with your rubber stamp

Sr. No.	Entity type	Documents
1	<b>Common to all</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Completed account opening form (signed)</li> <li><input type="checkbox"/> Self-attested copy<sup>1</sup> of PAN Card of the entity or TIN</li> <li><input type="checkbox"/> Self-attested copy of one address proof of the correspondence address of the entity (not required if it is the same address as mentioned on Certificate of Incorporation/Registration) <ul style="list-style-type: none"> <li>o Lease Deed, or License Agreement, or Utility Bill (such as Property Tax/ Telephone Bill/ Water Bill/ Electricity Bill/ Gas Bill; etc.- not older than 3 months, or</li> <li>o GST/ VAT/ Sales Tax/ Income Tax Certificate (provisional or final), or</li> <li>o Importer-Exporter Code (IEC), or</li> <li>o Any other certificate issued for registration/ operations/ business by Local/ State/ Central Government/ Government Agency; or</li> <li>o Last six months bank statement; or</li> <li>o Registration with Registrar of Companies (RoC).</li> <li>o Registration with IFSCA</li> </ul> </li> <li><input type="checkbox"/> Self-attested copy of ID and Address proof of authorized signatories and beneficial owner: <ul style="list-style-type: none"> <li>o PAN card / TIN (mandatory) and</li> <li>o Passport or Aadhaar Card/ or Driving License/ or Voter ID/ or any Government issued Photo ID card.</li> </ul> </li> </ul>
2	<b>Private / Public Limited Company<sup>2</sup></b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Self-attested copy of Certificate of Incorporation</li> <li><input type="checkbox"/> Self-attested copy of latest Memorandum &amp; Articles of Association</li> <li><input type="checkbox"/> Self-attested copy of Board Resolution to open &amp; operate the Account</li> </ul>

We thank you for your patronage and look forward to be of service to you.

With best regards,

Branch Head

<sup>1</sup>Self-attested Copy means a document that is signed by any key managerial personnel or an officer of the firm/entity duly authorized (by Board on its behalf) - certifying the authenticity of the document. For a lengthy document, only first and last page can be self-attested.

<sup>2</sup>For other type of entity, we shall advise incorporation/operation related documents separately



For Branch use only	
Customer Name	
Account Number	
Branch	

Mizuho Bank, IFSC Banking Unit

Relationship Opening Form (Non – Individuals)

Type of Account required

- Current Account
- Fixed Deposit
- Any Other \_\_\_\_\_

Currency of Account

- USD
- JPY

Entity Details

Entity Name			
Date of Incorporation			
Place of Incorporation			
PAN / TIN	Please share Form 60 if PAN is not available		
GSTIN (if applicable)			
Registered Address (Please attach address proof)	City		State
	Country		PIN
Principal place of Business Address (Please attach address proof)	City		State
	Country		PIN





**Details of Beneficial Owner (BO) and Ultimate Beneficial Owner (UBO)**

**Note from the Bank:**

1. Beneficial Owner (BO) of the Company means the Natural Person who, whether acting alone or together, or through one or more juridical persons, has "Controlling Ownership Interest" or who exercises control through other means in the Company. (Please fill in details in Table 1 & 2 below.)
2. "Controlling Ownership Interest" means ownership more than 10% of the shares or capital or profits of the Company
3. If the Company (customer) or its parent is listed on a Stock Exchange, then Beneficial Owner/s is/are not required to be identified. In such case details are required in Table 1 below only (i.e. details not required in Table 2 & 3 below)
4. If no Natural Person is identified, the Beneficial Owner is the relevant Natural Person who holds the position of Senior Most Managing Official. In such case details are required in Table 3 below
5. The Bank may seek additional information regarding BO or UBO, if required

We furnish the following details of BO and UBO of our Company:

Table 1: The details of BO of the Company are as follows:

Sr. No.	Name	Listed / Unlisted / Individual	% Holding in the Company
1			
2			
3			
4			
5			
6			

Table 2: The details of natural persons who are the UBO / have controlling ownership interest directly and / or indirectly are as follows:.

Sr. No.	Name	% Holding in the Company
1		
2		
3		
4		

Table 3: The details of Senior Managing Official, if details are not available for Table 2 above is as follows:

Sr. No.	Name	Listed / Unlisted / Individual	% Holding in the Company
1			
2			

**List of Current Directors / Partners / Trustees (as applicable)**

We confirm that the details of working directors in our company available currently at Ministry of Corporate Affairs (MCA) website or any such equivalent government approved web site \_\_\_\_\_

or

We provide below the details of current working / executive directors of the company/ partners of the partnership firm/ trustees of the trust (as applicable):

Sr No	Name	Designation	Director Identification No (DIN) / or any ID number like Passport, PAN, TIN etc.
1			
2			
3			
4			
5			
6			
7			
8			

**FATCA / CRS Declaration**

1. The information in this section is being collected on account of the Reserve Bank of India (RBI)'s/ IFSCA; reporting requirements under Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standards (CRS), [upon signing of Inter-Governmental Agreements (IGA) between the Governments of India and other offshore jurisdictions to improve international tax compliance and to implement FATCA and CRS
2. This Form is based on template provided in Guidance Note of Ministry of Finance- Central Board of Direct Taxes (CBDT)- Govt. of India on implementation of FATCA and CRS in India
3. Please note that the Bank does not provide tax advice. For any queries/ concerns, please contact professional tax advisors/ refer to government websites/ FAQs issued by CBDT in this regard
4. Please note that in case if there is any misrepresentation/ false information, then as per applicable provisions, penalty may be levied.

**Part I**

**Entity Information**

A.	Name of Entity	
B.	Constitution	<input type="checkbox"/> Public Limited <input type="checkbox"/> Private Limited <input type="checkbox"/> Proprietorship <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Limited Liability Com <input type="checkbox"/> Other _____
C.	Is country of incorporation / formation / tax residency in India?	<input type="checkbox"/> Yes <input type="checkbox"/> No
D	If No, please mention the following:	

Country of Incorporation / Formation		
Country of Tax residency		TIN No:

Additional Information		
A.	Is the account holder a Government body/ International Organization/ listed company on recognized stock exchange?  If "No", then proceed to point B  If "Yes" please specify name of stock exchange:	<input type="checkbox"/> Yes <input type="checkbox"/> No
B.	Is the account holder tax resident of any country other than India?  If "Yes", then please fill details in in <b>Part II</b> below  If "No", proceed to point C	<input type="checkbox"/> Yes <input type="checkbox"/> No
C.	Is the account holder an Indian Financial Institution? If "Yes", please provide your Global Intermediary Identification Number (GIIN), if any _____ If "No", proceed to point D	<input type="checkbox"/> Yes <input type="checkbox"/> No
D.	Are the Substantial Owners or Controlling Persons in the entity (Account Holder) or chain of ownership resident for tax purpose in any country outside India or not an Indian citizen?  If "Yes", please fill details in in part II	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Part II (Please fill if applicable)**

Section 1: Classification of Non-Financial Entities (NFE)		
We (on behalf of the entity) certify that the entity is:		
A.	An entity incorporated and taxable in US (Specified US person)  If "Yes", please provide your U.S. Taxpayer Identification Number (TIN) : _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
B.	An entity incorporated and taxable outside of India (other than US)  If "Yes", please provide your TIN or its functional equivalent : _____ Provide your TIN issuing country: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
C.	Please provide the following additional details if you are not a Specified US Person: FATCA / CRS Classification for Non-Financial Entities (NFFE) [Tick below]  <input type="checkbox"/> Active NFFE <input type="checkbox"/> Passive NFFE <u>without</u> any controlling person <input type="checkbox"/> Passive NFFE <u>with</u> any controlling person US Others <input type="checkbox"/> Direct reporting NFFE (Choose this if any entity has registered itself for direct reporting for FATCA and this bank is not required to do the reporting)	

Section 2: Classification of financial institutions (including Banks)		
	We (on behalf of the entity) certify that the entity is the entity is a U.S. financial institution	<input type="checkbox"/> Yes <input type="checkbox"/> No
A.	If "Yes", (I) Please provide your U.S. Taxpayer Identification Number (TIN) : _____	
	(II) Please provide GIN if any: _____	
B.	If No, please tick one of the following:	



<b>FATCA Classification</b>	<b>Please provide GIIN or other information where necessary</b>
<input type="checkbox"/> Reporting Foreign Financial Institution in a Model 1 Inter - Governmental Agreement ("IGA") Jurisdiction	
<input type="checkbox"/> Reporting Foreign Financial Institution in a Model 2 IGA Jurisdiction	
<input type="checkbox"/> Participating FFI in a Non-IGA Jurisdiction	
<input type="checkbox"/> Non-reporting FI	
<input type="checkbox"/> Non-Participating FI	
<input type="checkbox"/> Owner-Documented FI with specified US owners	

<b>Section 3: Controlling Person Details</b>						
If you are classified as "Passive NFFE with Controlling Person(s)" or "Owner documented FFI" or "Specified US person", please provide the following details:						
Sr No	Name of Controlling Person	Correspondence Address	Country of residence for tax purpose	TIN	TIN issuing country	Controlling person type
1						
2						
3						
4						
5						

Details	Controlling person 1	Controlling person 2	Controlling person 3	Controlling person 4	Controlling person 5
Identification Type					
Identification Number					
Occupation					
Date of Birth					
Nationality					
Country of Birth					

## Terms & Conditions

These Terms and Conditions apply to and regulate the operation of the below accounts offered by Mizuho Bank, Ltd. IFSC Banking Unit, Gift City (**Mizuho Bank**) to customers including various current account products offered by Mizuho Bank. These Terms and Conditions (**T&Cs**) shall be in addition to and subject to any other terms as may be stipulated by the Mizuho Bank from time to time.

### 1. Definitions

1.1 The terms "we", "us" and "our" refer to Mizuho Bank and the terms "you" and "yours" refer to the Customer. The terms we, us, our can be used interchangeably with the word Mizuho

Bank and the words you and yours can be interchangeably used with the word Customer.

1.2 Customer means a person or entity that maintains an account or has a business relationship with the Bank or who uses Bank's product or service.

### 2. Obligations

2.1 These T&Cs explain our obligations to you and your obligations to us; and apply to the following Accounts you have with us (**Accounts**) and the services we provide in connection with your Accounts:

- Current Account
- Fixed Deposit / Term Deposit

- Any other account

### 3. Applicability

The T&Cs set out below along with the Account Opening Form, Account charges and any other conditions implied by law shall govern the operation of the Account and related services offered by Mizuho Bank to the Customer. By applying for opening the Account, you acknowledge that you have read, understood and accepted these T&Cs which forms part of the application to Mizuho Bank

### 4. Procedures for Electronic Banking Platform (MGeB)

4.1 The Procedures you are required to follow for our Electronic Banking Platform ("MGeB" hereinafter) may be contained in the user guides and electronic help texts we give you. In such case, you must follow these procedures when using the services. You may be required to separately execute agreement / indemnity bond etc. to avail this service

### 5. Additional Conditions

5.1 Other than these T&Cs, there may be additional conditions including our charges and interest rates, minimum and maximum balance and other terms specific to a particular service or Account which we will inform you at the time of you avail such service or open such Account. If the additional conditions are inconsistent with these T&Cs, the additional conditions will apply

### 6. Contact

6.1 We may contact you and give you any notice in connection with these T&Cs by post, facsimile, telephone (including text messages) or computer (which includes using the internet and any form of electronic message made by any electronic device) using the latest address, facsimile number or telephone number or electronic mail address you have given us. You must update and keep current your contact details you provide us. Until such time we have received a notice of any change, we are entitled to rely on any information, authorization or document previously provided to us. Although we may provide certain security in an effort to protect the transmission of information, it is your sole responsibility to ensure the safety and security of your communication systems including your computers. We are not responsible for any unauthorized persons accessing any communication we address to you.

6.2 You can contact us by post, telephone or facsimile, using the appropriate address, telephone or fax number or other relevant contact details given to you by us, or by computer following procedures set out in the relevant user guide. You will not assume that we have received your email communication unless you receive a return message from us acknowledging receipt.

### 7. Recordings

7.1 You expressly grant us the permission to record or monitor any telephone calls we may make to you or you may make to us. We will use the recordings to verify our dealings with you and to make sure that we are meeting our service standards.

### 8. Instructions

8.1 You can give us all instructions in writing unless additional conditions permit otherwise. You can instruct us over the telephone or facsimile subject to you providing written confirmation of the same later within a reasonable period of time and you indemnifying us. You can also instruct us over the internet but we cannot change or stop an instruction you give over the internet except under limited circumstances. Instructions over the telephone can be cancelled by us if not acted upon. We reserve the right to charge you a fee for every cancelled instruction.

8.2 We can act on instructions (including instructions to make or collect payments from or into your Account) given:

- on a document bearing signature(s) of your employee or director or authorized person; or
- by telephone or computer as long as we have followed the verification procedures, whether or not the instruction was given by you or verbally, as long as we have been able to identify you without following the security procedures

8.3 When we act on your instructions, we can deduct the amount of payment and charges from your Account

8.4 Mizuho Bank reserves the right to refuse to act on any of your instruction if

- a) We have reason to believe that you did not give us the instruction; or
- b) The instruction is not clear; or
- c) We are prevented by any law from carrying out the instruction

8.5 We will process all instructions and credit for an Account if we receive the same before the relevant cut-off time on any working day Instructions and credits received after the cut-off time or on a non-working day will be processed on the next working day. The cut-off time is the latest time each day we can make payments or transfers into or out of an Account. The cut-off time for branches, vary and are displayed at the branch. We will inform you about the cut-off for telephone and internet instructions as and when you avail of the service External factors beyond our control affect the cut-off time for certain instructions

8.6 We may apply limits to transactions of certain types or amounts from time to time. Although we will make best efforts to inform you about such limits, you agree not to hold us responsible for any failure on our part to inform you about changes in such limits

### 9. Statement Balance

9.1 Your statement balance will show credits when the Mizuho Bank receives them.

9.2 We will provide statements showing all amounts [debited credited to your Account since the previous statement]. In the event you notice any incorrect entry or error in the statement, you must inform us of such incorrect entry or error immediately in writing. If you do not inform us of such incorrect entry or error within 14 days from your receipt of such statement, the statement shall be deemed accurate and correct and we will not be liable for any incorrect entry or error.

9.3 Our records and statements as to date, amount or rates shall, in the absence of manifest error, be conclusive evidence of the facts reflected in those records or statements.

9.4 We will correct any incorrect entry or error in the statement as soon as possible upon you informing us about the same. If we notice any incorrect entry or error, we will correct the same and notify you accordingly.

### 10. Accounts

10.1 You expressly represent and warrant that all monies deposited into your Account(s) shall be monies legally due to you and that receipt of such monies or credit of the same to your Account(s) shall not violate any law in force in India or any other applicable country. You must inform us immediately if you are not the beneficial owners of an Account or if any third party has any rights to any funds paid into an Account.

10.2 If there is no transaction in your Account (other than Term Deposits) for a period of two years, the same may be treated as inoperative / dormant by us. For the purpose of classifying an Account as 'inoperative' both the type of transactions i.e., debit as well as credit transactions induced at your instance as well as third party shall be considered. However, the service charges levied by Mizuho Bank or interest credited by Mizuho Bank is not considered. Operation in such Account can be resumed / allowed only after due diligence by Mizuho Bank.

10.3 In case a Special Purpose Account is only permitted under law/regulation for limited period, then that Account can be closed by us within that period, without requiring concurrence / instruction from you, to ensure compliance with the law / regulation.

10.4 In terms of regulatory provisions, Mizuho Bank, we will require KYC refresh / Customer Due Diligence (CDD) periodically. You agree to submit the requisite documents to Mizuho Bank for the CDD purpose as and when requested by Mizuho Bank. The continued operation of the Account shall be contingent to such KYC refresh / CDD by Mizuho Bank. Non-

submission of documents required for KYC refresh / CDD can make the Account inoperative / transaction- freeze.

10.5 The Customer will provide us with any information, authorization or other document which we consider necessary with opening and maintaining an account including but not limited to specimen signatures of each authorized signatory

10.6 Unless otherwise being consented by us, all deposits you place with us shall be non-negotiable, non-transferable and non-assignable. You will not create any encumbrance or third party interest over or against any of your accounts or over any of the monies held in such accounts

10.7 We reserve the right to charge or reduce interest payable on your Account if you make a payment from that Account without giving the notice required for that Account. Unless otherwise agreed, when you give us an instruction to make payment we will decide how the payment will be sent.

10.8 You can close any of your Accounts at any time by informing us about your decision to close the same in writing in the manner stipulated by us. The Account will be terminated immediately. However if there are any dues in respect of interest and charges in the Account, the same must be cleared by you before the Account can be closed

10.9 We reserve the right to close an Account if we in good faith and reasonably believe that:

- a) You are not eligible to continue the Account; or
- b) You have given us any false information at any time or
- c) The Account is used illegally; or
- d) We are required by law to do so

10.10 If we choose to end our banking relationship with you, we will do so by giving you one month's written notice. If we close or combine branches, we reserve the right to give you a new account or transfer your Account to another branch. We reserve the right to refuse to take a deposit or to decline to open an account or to provide a service without assigning any reason whatsoever.

10.11 If we receive any order from a judicial, statutory, regulatory or supervisor authority prohibiting operations of any Account(s), the operations of the Account(s) will be suspended until such time as the order is set aside by a court of competent jurisdiction.

#### **11. Balance**

11.1 You must maintain sufficient balance in your Account. If there is insufficient balance in your Account, we reserve the right to refuse any payment from your Account. We reserve the right to close your Account [if you fail to maintain the minimum required balance]

#### **12. International payments**

12.1 To make an international payment, we may have to send payments through another paying bank, and if this is the case, we will use paying bank that is chosen by us

12.2 When you instruct us to make an international payment, you authorize us to act on your behalf. It is your responsibility to ensure that the payment complies with all relevant local and international laws. You expressly agree to indemnify us and hold us harmless against all obligations and responsibilities we incur as a result of acting for you.

#### **13. Interests**

13.1 Payment of interest is subject to International Financial Services Centers Authority (IFSCA) / Reserve Bank of India (RBI) regulations and shall be paid at the rates specified in the regulations. If the regulations do not stipulate the rate of interest for a specific type of Account, the rate of interest shall be as determined by us from time to time. Interest payable on your Account will be paid by crediting your Account. If applicable, we charge interest in arrears by debiting your Account.

13.2 As permitted by IFSCA / RBI guidelines, we may vary service charges and interest rates from time to time. We will inform you of all our charges for any additional services before you subscribe to such services and such charges shall be debited to your Account, sometimes in advance.

13.3 As required by law, we deduct tax on interest before we pay it. If we are permitted by law to pay interest without deducting, we will do so upon a request from you and subject to all necessary documentation being completed

#### **14. Overdraft**

14.1 If you overdraw without having an overdraft facility or exceed an agreed overdraft limit, we may ask you to make an immediate payment into your Account even if we have acted on an instruction at our sole discretion, which takes your borrowing over the agreed limit. We will also charge you a fee / interest and / or penal interest for such overdrawing

#### **15. No Encumbrances**

15.1 You shall not create or permit to subsist, any encumbrance or third party interest over or against any account(s) with us or any monies lying therein without our prior written consent

#### **16. Banker's Lien and Set-Off**

16.1 A banker has a general lien on securities / deposits held by it unless there is a contract, expressed or implied, to the contrary. The banker's right of lien is not barred by the law of limitation which sets a particular time period for filing a suit. As such banker's lien continues over the security irrespective of the fact that the period of limitation has expired

16.2 If you owe us any amounts, we reserve the right to use any amount you may have in any account with us either in your own name or jointly with anyone else to reduce the amount you owe us.

#### **17. Liability**

17.1 Our liability to you for any loss, injury or damage resulting from any failure, delay or error in carrying out your instructions (however caused) will be limited to the lower of the amount of such loss, injury or damage; and the amount of any interest you do not receive or any interest you have to pay as a result of such failure, delay or error

17.2 We will not be liable to you if we do not act on your instructions for any reason that we cannot reasonably control including amongst other things, any machines failing to work, complete or partial closure of any payment or settlement system, any force majeure event, industrial disputes and any act, omission or delay of any agent, correspondent or paying bank or any third party.

17.3 Subject to Clause 9.2, any claim you have against us must be initiated within six months of you becoming aware of the event or omission on which your claim is based.

17.4 You agree to reimburse us for any costs incurred, loss, damage or liability we may suffer in acting upon your instructions

#### **18. Force Majeure**

18.1 Mizuho Bank's obligations contained herein will be subject to any occurrence resulting in prevention from or delay or interruption in performing its obligations if such prevention, delay or interruption is due to Force Majeure event, (which would include any event beyond the reasonable control of Mizuho Bank, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government, changes in legislation and other allied acts of regulatory nature) then Mizuho Bank shall not be deemed to be in default so long as any such cause or the effect thereof persists (provided that this shall not prevent the accrual of interest on any outstanding amount which would have been payable but for this provision) and during a reasonable period thereafter within which any such obligations are not capable of being fulfilled. Mizuho Bank shall not be liable for any action or claim, from any party, arising out of its inability to perform the obligations for the reasons stated herein

#### **19. Information**

19.1 You undertake and authorize us and our branches and group companies to exchange, share or part with all information, data or documents relating to your application or Account or the services we provide to you with our other

branches (in India or overseas) or group companies, financial institutions, credit bureaus, rating agencies, statutory bodies, regulatory bodies, or such other persons as we may deem fit or appropriate or as may be necessary for use or processing of the said information or data or furnishing of such processed information thereof to other banks, financial institutions credit providers or users, any or all of whom may contact you to inform you about products and services which may be of interest to you

#### 20. Disclosure

20.1 The Customer hereby irrevocably authorizes Mizuho Bank to disclose, as and when it is required to do so in order to comply with the applicable laws or when Mizuho Bank regards such disclosure as necessary or expedient, (including but not limited to disclosures for the purpose of credit review of any Account, service/s or credit facilities received by the Customer from Mizuho Bank whether singly or jointly with others or otherwise), any information relating to the Customer, his/her Account(s) or other assets or credit facilities whatsoever held on the Customer's behalf to:

- the head office, affiliates, or any other branches or subsidiaries of Mizuho Bank
- his/her auditors, professional advisers and any other person(s) under a duty of confidentiality to Mizuho Bank
- vendors, installers, maintainers or servicers of Mizuho Bank's computer systems
- any exchange, market, or other authority or regulatory body having jurisdiction over Mizuho Bank, its head office or any other branch of Mizuho Bank or over any transactions effected by the Customer or the Customer's Account
- Any party entitled to make such demand or request
- Any person with whom Mizuho Bank contracts or proposes to contract with regard to the sale or transfer or sharing of any of its rights, obligations or risks under the T&Cs
- Credit Information Companies (CICs), IFSCA, RBI, other regulatory / statutory bodies or other organizations which may use and give out information for credit and assessment and to prevent fraud and money laundering activities
- Any authorities within India and Japan to prevent any anti-social business with companies, groups and individuals that threaten the order and safety of civil society
- Any person (including any agent, contractor or third party service provider) with whom Mizuho Bank contracts or proposes to contract with regard to the provision of services in respect of the Customer's Account(s) or Facilities (as the case may be) or in connection with the operation of the Mizuho Bank 's business
- Any person employed with, or engaged as an agent by, the Bank or its head office or affiliates, including any relationship officers for the purposes of or in connection with interactions with the Customers or providing services to the Customers or processing transactions pertaining to the Customers' Accounts or Facilities; and to enable Mizuho Bank to centralize or outsource its data processing and other administrative operations) to the Mizuho Bank's head office, its affiliates or third parties engaged by the Mizuho Bank for any such services / operations
- Any government / regulatory / judicial authority / agency in case of default, if any committed by the Customer in discharge of its / his / her obligation

20.2 The Customer hereby agrees and consents that Mizuho Bank shall be entitled, in connection with the Customer's application for any Account, facilities or services provided by Mizuho Bank, or during the course of the Customer's relationship with Mizuho Bank, to obtain and procure

information pertaining to the Customer or any of his / her / its Accounts, legal or financial position from whatever sources available to Mizuho Bank

#### 21. Foreign Currency Transactions

21.1 All transactions in specified foreign currency will be dealt with in accordance with the applicable prevailing foreign exchange regulations. You are responsible for any exchange risk.

21.2 When we convert foreign currency into Indian rupees or any other specified foreign currency, we will do so at the exchange rate on the first available working day subject to our standard charges, which are contained in the additional conditions, which we will deduct from your Account. The timing of debits and credits to your Account depend on the currencies involved.

#### 22. Security

22.1 Although we may provide certain security in an effort to protect the electronic transmission of certain information that you submit through our internet banking service, we do not guarantee the security of any information transmitted via the internet. When you use our MGeB, you must do so in accordance with the procedures contained in the user guide and must not use the service in any way to hamper the efficient working of the system or for any unauthorized or illegal purposes

#### 23. Terms of service

23.1 We have absolute discretion to amend, change or supplement the T&Cs or the terms relating to the Account and / or any of our service / product at any time. We may communicate the amended T&Cs or terms in any manner including but not limited to hosting the same on the website, or by post, facsimile, telephone (including text messages) or computer (which includes using the internet and any form of electronic message made by any electronic device) using the latest address, facsimile number or telephone number or electronic mail address you have given us. You shall be responsible for regularly viewing the T&Cs and amendments. We will not be liable for your failure to keep yourself updated about such changes from time to time

23.2 We reserve the right to suspend or cancel any of our service at any time. We will notify you about such suspension or cancellation. If any service is suspended or withdrawn, you will continue to be liable in respect of all liabilities outstanding or arising after the service is suspended or cancelled which relate to the period before the suspension or cancellation and you will return to us any equipment we provided in connection with that service

#### 24. Indemnity

24.1 The Customer hereby agrees that he / she / it shall, at his / its own expense, indemnify, defend and hold harmless Mizuho Bank from and against any and all liability, any other loss that may occur arising from or relating to the operation or use of the Account or the Services or breach, non-performance or inadequate performance by the Customer of any of these T&Cs or the acts, errors, representations, misrepresentations, misconduct or negligence of the Customer in performance of its obligations

24.2 Under no circumstances shall Mizuho Bank be liable to the Customer for any direct, indirect, incidental, consequential, special or exemplary damages in connection with the Account or the Services

24.3 Mizuho Bank shall not be liable for any failure to perform any obligation contained in these T&Cs or for any loss or damage whatsoever suffered or incurred by the Customer howsoever caused and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstances whatsoever.

24.4 The Customer shall indemnify Mizuho Bank as collecting Banker for any loss or damage which Mizuho Bank may incur or suffer by guaranteeing any endorsement, bill or other instrument presented for collection and such guarantee as

given by Mizuho Bank shall be deemed to have been given in every case at the Customer's express request.

24.5 The Customer shall keep Mizuho Bank indemnified at all times against, and save Mizuho Bank harmless from all actions, proceedings, claims, losses, damages, costs, interest (both before and after judgment) and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by Mizuho Bank in resolving any dispute relating to the Customer's Account with Mizuho Bank or in enforcing Mizuho Bank's rights under or in connection with the T&Cs contained herein, or which may have arisen either directly or indirectly out of or in connection with Mizuho Bank performing its obligations hereunder or accepting instructions, including but not limited to, fax and other telecommunications or electronic instructions, and acting or failing to act thereon.

24.6 If any sum due and payable by the Customer is not paid on the due date, including without limitation any moneys claimed under this Paragraph, the Customer shall be liable to pay interest (both after as well as before any judgment) on such unpaid sum at such rate or rates as Mizuho Bank may from time to time stipulate from the date the payment is due up to the date of payment.

24.7 The Customer shall solely be responsible for ensuring full compliance with all the all the Foreign Exchange Management Act and rules, regulations or notifications thereunder, applicable laws and regulations in any relevant jurisdiction in connection with establishment of his/her/its relationship with Mizuho Bank and for any/ all the transactions undertaken by the Customer under the various current account products offered by Mizuho Bank and shall indemnify and keep indemnified Mizuho Bank from all actions, proceedings, claims, losses, damages, costs and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by Mizuho Bank in connection with any failure to comply with any such applicable laws / regulations.

24.8 The indemnities as aforesaid shall continue notwithstanding the termination of the Account

## 25. Disputes

If you have any dispute with us over the service provided by us, you must contact either of your Relationship Manager, Compliance Officer and Management and use our internal dispute resolution procedure as updated on our web site from time to time to settle the dispute before availing of other available legal remedies.

## 26. General

26.1 You agree not to assign any rights conferred by these T&Cs to any party without our prior written permission.

26.2 Any failure or delay on our part in exercise any right, power or privilege hereunder or to insist upon the performance of these T&Cs or any part of these T&Cs shall not constitute a waiver of any right under these T&Cs.

26.3 These T&Cs apply in respect of the service provided under it and to the extent permitted by law

26.4 No warranty shall be implied or have any effect unless specifically included in these T&Cs and in any change subsequently notified or the additional conditions.

26.5 Should any part of these T&Cs be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of these T&Cs should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

26.6 You understand and acknowledge that deposits placed with us are not covered under any deposit insurance scheme by the Deposit Insurance and Credit Guarantee Corporation of India.

26.7 Headings are inserted for the sake of convenience only and are not to be considered when interpreting these T&Cs.

26.8 These T&Cs are subject to rules and regulations of IFSCA / RBI or any other regulatory authority and shall be governed by and construed in accordance with the laws of India. Foreign Instrument and Exchange Law which is legislated in Japan may be applied in accordance with segregation of the customer by Mizuho Bank

## 27. Severability

27.1 If the whole or any part of any provision of these T&Cs may prove to be illegal or unenforceable the other provisions of these T&Cs and the remainder of the provision in question shall remain in full force and effect

## Terms and Conditions relating to Electronic Delivery of statements, advices and other transaction documents (Electronic Delivery Service)\*

\* *Applicable only if opted for statement/advices through email*

### 1. Definition

Unless the context otherwise requires herein:

- "Bank" means Mizuho Bank, Ltd., having a place of business in India
- "Customer" means the party signing these terms and conditions, including its assignees and successors
- "Electronic Delivery Instructions" means the Customer's instructions set out below and which may be amended from time to time by written notice to the Bank
- "Transactions" mean purchase/sale of foreign exchange, time deposits, loan & Guarantee transactions, trade transactions, remittances and such other transactions as may be processed by the Bank, for which Debit/Credit advices/statements of accounts and such other transaction documents etc. related thereto are issued by the Bank

### 2. Description of Electronic Delivery Service

2.1 The electronic delivery service will enable the Customer to receive Bank Statements (e-Statement), debit/credit advices (e-Advice) and other transaction documents etc. related thereto, which may be introduced by the Bank in future, by e mail

2.2 Upon the Customer agreeing and electing to receive e-Statements, e-Advices and other transaction documents etc. related thereto through electronic delivery, the Bank will no longer send these documents to the Customer in paper form. However, upon a specific written request the Bank shall provide the transaction documents in paper form.

2.3 The Customer will receive an email notification from the Bank that the e-Statements/ e-Advices/ and other transaction documents etc. related thereto are ready for viewing, printing or downloading by the Customer on a periodic basis (where such Bank Statements are generated by the Bank periodically) or as and when Transactions are processed.

2.4 The availability of the electronic form of the Customer's e-Statements/e-Advices and other transaction documents; etc. related thereto shall be deemed to be the date of the delivery of such documents. The Customer agrees that in the event of any error appearing in e- Statements/e-Advices, Customer shall notify the Bank immediately of the said error in writing. If no error is reported to the Bank within seven (7) days from the e- Statements / e-Advices date, the Customer agrees that

such e-Statements / e-Advices shall be deemed to be true and accurate.

2.5 The e-Statements / e-Advices and other transaction documents etc. related thereto will be presented as a PDF file.

2.6 The Bank may change, suspend or eliminate all or any aspect of electronic delivery service upon notice to the Customer

### 3. The Customer's Responsibilities

3.1 The Customer represents to the best of its knowledge that the Customer's computer terminal and any other computer system through which access to the Bank Statements/advices and other transaction documents etc. related thereto may be effected, are free from any electronic, mechanical, data failure or corruption, computer viruses and bugs or related problems that may be attributable to the services provided by any relevant internet service provider or information service provider on the Customer's computer terminal.

3.2 The Customer agrees to pay a fee together with applicable Service Tax, if any, for the Electronic Delivery Service and further agrees that such fee may be revised by the Bank from time to time. The currently applicable fees for the services is Nil, however, it can change, subject to written intimation to customer by the Bank

3.3 It is the Customer's sole responsibility to ensure that only authorized persons can access, retrieve or view the Bank Statements/advices and other transaction documents etc. related thereto sent to the email address(es) provided by the Customer to the Bank

### 4. Termination of Service

4.1 Electronic delivery service may be terminated by the Customer giving to the Bank thirty (30) days prior written notice

4.2 The Bank may suspend or terminate the service:

(i) fourteen (14) days' after the date of a written notice to the Customer

(ii) forthwith upon the failure by the Customer to comply with the Customer's responsibilities listed herein

(iii) forthwith if, in the Bank's opinion, the electronic delivery service is not being properly used by the Customer: or

(iv) forthwith if, the said electronic service is otherwise prohibited or is forbidden by law

4.3 Upon termination of electronic delivery service, the Bank shall automatically generate the paper form of the Customer's e-Statements / e-Advices and other transaction documents etc. related thereto on the next statement date and send it to the Customer via post/courier

### 5. Disclaimer of Warranty and Limitation of Liability

5.1 The Bank does not guarantee continuous or uninterrupted access by the Customer to e-Statements / e-Advices and other transaction documents etc. related thereto

5.2 The Bank does not warrant the security secrecy or confidentiality of any information transmitted through any relevant internet service provider, network systems or such other equivalent systems in any jurisdiction via electronic delivery service.

5.3 The Customer agrees that in no event will the Bank be liable for loss, profits or any special, incidental or consequential damages arising out of or in connection with its use of the electronic delivery service. The Customer also agrees that the Bank is not liable for any technical, hardware or software failure of any kind, any interruption in the availability of the electronic delivery service, any delay in operation or transmission, any incomplete or garbled transmission, computer virus, corruption or loss of data or disruptions to computer or any systems.

5.4 Nothing in these Terms and Conditions shall limit the Bank's liability for fraud or willful default or any other liability of the Bank which cannot be limited or excluded by law.

5.5 In any event (save in respect of the instances mentioned in Clause 5.4), the maximum liability of the Bank in contract, tort or other legal theory shall be limited to an amount which does not exceed the banking fees which the Bank is entitled to receive from the Customer in respect of the transaction relating to the breach complained of.

### 6. Electronic Records

The electronic records of e-Statements / e-Advices and other transaction documents etc. related thereto in connection with the electronic delivery service which are kept stored and/or maintained by the Bank shall be conclusive evidence of the contents thereof and the Customer consents to the use of such electronic records in any court proceedings. The Customer agrees to the admission, as evidence in any court of law at location of respective branch of Mizuho Bank Ltd in India, any electronic records mentioned in this Clause. The Customer further agrees that such electronic records, and any copies thereof, are admissible in any court of law in India as original documents and the Customer agrees not to challenge or dispute their admissibility, authenticity or accuracy in any proceedings.

### 7. Additional Terms and Conditions

7.1 These Terms and Conditions and applicable fees and charges may be amended, revised or supplemented by the Bank from time to time by giving written notice. The Customer has a right to terminate the services as per clause 4.1 above, if such amendment or revisions in the applicable fees and charges or any other change in the terms and conditions are not acceptable, by giving a written notice to the Bank within 15 days of the receipt of such notice from the bank. The Customer's continued usage of the electronic delivery service following receipt of any notice of amendments constitute acceptance of such amendments, revisions or supplements.

7.2 The Customer acknowledges that all the Bank's terms and conditions relating to the e-Statements / e-Advices and other transaction documents etc. related thereto and computer programs developed and supplied to the Customer ("General Terms and Conditions"), shall continue to apply and in the event of any inconsistency between the General Terms and Conditions and the provisions herein, the provisions herein shall prevail in their application to the electronic delivery service and transactions contemplated herein.

### 8. Arbitration

Any dispute or claim arising out of or in connection with the electronic delivery service, including a dispute regarding the existence, validity, interpretation, performance, breach or termination of the electronic delivery service or a dispute regarding any non-contractual obligation arising out of or in connect with the electronic delivery service, shall be resolved in first instance by mediation, failing which, it shall be referred to and finally resolved by a sole arbitrator, appointed mutually by all parties in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time and Rules framed there under. The venue of Arbitration shall be the location of respective branch of Mizuho Bank, Ltd in India and the language of arbitration shall be in English.

### 9. Communication

The Customer acknowledges that any communication, letters and announcements sent by the Bank to the Customer by email at the email address indicated by the Customer on the electronic delivery Instructions shall be considered as having been duly delivered to the Customer and the Customer further acknowledges that it is their responsibility to notify the Bank immediately of any change of email address in writing or in any other manner as the Bank may determine

### 10. Severability

In the event, any of these terms and conditions is determined by any court of law or other



competent authority to be unlawful and/or unenforceable, that part will be deemed to be deleted and the other provisions shall continue in effect

These Terms and Conditions shall be governed by and construed in accordance with the laws of India

#### 11. General Provisions

#### Agreements, Terms & Conditions and Signatures

We hereby apply for the Mizuho Current Account (in specified foreign currency, wherever permitted) ("**Account**") and declare that the information contained in this application is true and correct. We accept that Mizuho Bank, Ltd. ("**Mizuho**") is entitled in its absolute discretion to accept or reject this application without assigning any reason whatsoever. We understand that current account/s are to be operated only as per permissible debits/credits as per regulatory/statutory guidelines for the respective accounts. We hereby agree and undertake that we have obtained, read, understood and agree to be bound by the Account Terms and Conditions provided to us and available at Mizuho (as may be in force from time to time). Our use of the Account shall be deemed to be our express and unconditional acceptance of the Account Terms and Conditions and stipulations. We agree that Mizuho may debit our Account for service charges as applicable from time to time. We agree to abide by rules / regulations of IFSCA / RBI and any and all other applicable laws in force from time to time in their entirety. We shall indemnify and hold harmless Mizuho from any and all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which Mizuho may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or by arising out of us not abiding with these applicable laws and regulations in force from time to time. We confirm that we are not insolvent and that there has been no statutory demand served and no legal proceeding commenced against us at the time of this application. We hereby undertake to keep Mizuho informed and authorize Mizuho to update any change in our Email ID, telephone number, mobile number and address that Mizuho may be informed of or be available with Mizuho and/or any of its subsidiaries / affiliates / associates and / or all the companies / entities / subsidiaries / affiliates thereof and hereby authorize Mizuho to contact us, by post, fax, telephone, e-mail, SMS / text messaging. It is our responsibility to read, understand and satisfy that the contents mentioned on the Application form are filled as per our instructions as to the correctness and completeness in all respects, prior to signing and it is binding on us. We hereby authorize Mizuho to collect, store and use our KYC documents in accordance with extant rules and regulations.

Signatory	Name	Signature
First		
Second		
Third		
Fourth		
Fifth		

For Bank use only	
Type of Account	
Relationship Manager	
Name of the Branch	
Signature verified by (Hanco & Date)	