



Application for Term Deposit
Mizuho Bank, Ltd.– GIFT IBU

Date:

D	D	M	M	Y	Y	Y	Y
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Name of Depositor														
Application for Term Deposit (Fixed Deposit)	We wish to place a Term Deposit in your Bank. Please accept following instructions for issuing Term Deposit Certificate.													
Amount with Currency (in figures)	USD <table border="1"><tr><td colspan="7"></td></tr></table>													
Amount (in words)	<table border="1"><tr><td colspan="7"></td></tr></table>													
Rate of interest (p.a.)	<table border="1"><tr><td></td></tr></table> %				Period		<table border="1"><tr><td></td></tr></table> days							
Value date	D	D	M	M	Y	Y	Y							
Maturity date	D	D	M	M	Y	Y	Y							
Type (Callable/ Non-callable)														
Maturity disposal instruction	<input type="radio"/> Re-pay Principal and interest through SWIFT to our account as detailed below. Remittance charges, if any, may be deducted from the proceeds													
	<input type="radio"/> For rollover of deposit, please notify us at least two days in advance from the maturity date													
	Depositor's Name													
	Bank Account number													
	Bank address (with country)													
	SWIFT BIC Code													
	Correspondent Bank Name & address (with country)													
Correspondent bank SWIFT BIC Code														

Depositor's undertaking:

- ☐ In case of premature withdrawal of the Term Deposit, interest shall be calculated at the rate applicable for the period Term Deposit was held with the Bank at the time of placement of the Term Deposit. Additionally, break-funding cost shall be charged along with 0.50% penal interest, subject to the floor of principal amount of the Term Deposit.
- ☐ TDS (Tax Deducted at Source) on Interest paid on the Term Deposit shall be deducted if applicable.
- ☐ In case maturity date falls on a non-working day, the maturity date of the Term Deposit will be the next working day.
- ☐ We understand that the Term Deposit kept in any IFSC Banking Unit of any bank is not covered by any form of deposit insurance.
- ☐ We hereby confirm that we have read, understood and agreed to abide by the given terms & conditions governing the Term Deposit and other facilities, services offered by the Bank.
- ☐ We also confirm that placing of Term deposit in IFSC (GIFT City) is permitted as per law of land of our country.

Authorized signatory of Customer/Depositor	For Bank use only											
	Signature verified				Received							
	Deposit number (of Term Deposit certificate)											
Name of signatory:	Value Date (of Term Deposit)				D	D	M	M	Y	Y	Y	Y



Terms & Conditions

These Terms and Conditions apply to and regulate the operation of Term Deposit account (Account/s) offered by Mizuho Bank, Ltd. IFSC Banking Unit, Gift City ("Mizuho Bank or Bank") to its customers. These Terms and Conditions (T&C) 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 Mizuho Bank or who uses Mizuho Bank's product or service.

2. Accounts

- 2.1 You expressly represent and warrant that all monies deposited into your Account(s) shall be monies legally due to you. In terms of regulatory provisions, Mizuho Bank, 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.
- 2.2 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.
- 2.3 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.

3. Banker's Lien and Set-Off

- 3.1 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.
- 3.2 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.

4. Liability

- 4.1 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.
- 4.2 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.
- 4.3 You agree to reimburse us for any costs incurred, loss, expenses, charges, damage or liability we may suffer in acting upon your instructions.

5. Force Majeure

- 5.1 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, pandemic, lock-down, 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) ("Force Majeure Event") 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.

6. Information

- 6.1 You undertake, agree 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.

7. Disclosure



7.1 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;
- 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, Mizuho Bank or its head office or affiliates, including any relationship officers for the purposes of or in connection with interactions with the Customer or providing services to the Customer 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 Mizuho Bank's head office, its affiliates or third parties engaged by 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.
- 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.

8. Foreign Currency Transactions

8.1 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.

9. Terms of service

9.1 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.

9.2 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.

10. Indemnity

10.1 The Customer hereby agrees that he/she/it shall, at his/her/its own expense, indemnify and keep indemnified, 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.

10.2 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.

10.3 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.

10.4 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.
- 10.5 The Customer shall solely be responsible for ensuring full compliance with all the all the Foreign Exchange Management Act, 1999 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.
- 10.6 The indemnities as aforesaid shall continue notwithstanding the termination of the Account.
- 11. 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.
- 12. General**
12.1 You understand and acknowledge that Term Deposits placed with us are not covered under any deposit insurance scheme by the Deposit Insurance and Credit Guarantee Corporation of India or any other agency.
12.2 Headings are inserted for the sake of convenience only and are not to be considered when interpreting these T&Cs.
12.3 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.
- 13. Severability**
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.

Authorized signatory of Customer/ Depositor

Name: _____

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

1. Definition

Unless the context otherwise requires herein:

- o "Bank" means Mizuho Bank, Ltd., having a place of business in Gift City as IFSC Banking Unit ("Mizuho Bank or Bank").
- o "Customer" means the party signing these terms and conditions, including its assignees and successors.
- o "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.
- o "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

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 email.

- 2.1 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.
- 2.2 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. 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.
- 2.3 The e-Statements/e-Advices and other Transaction documents etc. related thereto will be presented as a PDF file.
- 2.4 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 losses, loss of 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. 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 constitutes 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.

Authorized signatory of Customer/ Depositor

Name: _____