To: MizuhoBank, Ltd. (Incorporated in Japan with Limited Liability) Hong Kong Branch ("Bank")

みずほ銀行 香港支店(For deposits with term NOT exceeding 5 years)

MIZUHO

APPLICATION FOR TIME DEPOSIT 定期預金口座開設依頼書

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Terms and Conditions

- 1. Time deposits may be made for periods of one month, three months, six months or twelve months and/or for such other periods as the Bank may from time to time specify.
- 2. A deposit (whether fixed term, call or otherwise) placed with and accepted by the Bank will be evidenced by a deposit confirmation issued by the Bank. Upon each renewal of a deposit a further deposit confirmation will be issued.
- 3. Deposits shall not be assigned, pledged, transferred, mortgaged, charged, or otherwise encumbered without the Bank's prior written consent.
- 4. Except as permitted by the Bank at its sole and absolute discretion, a time deposit or any part thereof may not be withdrawn or uplifted before the maturity date stated on the previous page.
- 5. Interest is payable on a time deposit on maturity or at such other times as may be agreed by the Bank. If the Bank agrees to allow a withdrawal of the time deposit prior to its maturity, the Bank shall, unless otherwise agreed, only be obliged to pay interest up to the date of withdrawal and may impose a service charge or a minimum amount of withdrawal and/or withhold all or part of the interest which has accrued on the time deposit up to the time of such early withdrawal. Interest payable on a time deposit may be withdrawn or added to the deposit subject always to deduction of interest tax (if any).
- 6. If clear instructions are not given to the Bank in such form as the Bank requires in respect of renewal and /or repayment of a time deposit and/or disposal of accrued interest at least one business day prior to the maturity date of a time deposit, the Bank may (i) roll over the time deposit adding the interest to the principal for the same period as was applicable to the time deposit immediately prior to its maturity or for such other period as the Bank considers appropriate or (ii) hold the monies constituting the time deposit including all interest accrued thereon (if any) on condition that no further interest will accrue thereon pending receipt of appropriate instructions from the customer as to renewal, repayment and/or disposal.
- 7. (a) Subject to (b) and (c) below, a deposit is repayable in the currency of deposit upon personal application and identification by the customer entitled thereto at the office of the Bank at which the deposit was made.
 - (b) The Customer shall only be permitted to make withdrawals in cash at the discretion of the Bank and only to the extent that funds in the relevant currency are actually available to the Bank in cash in Hong Kong. The Bank shall be entitled to a reasonable time within which to deliver cash withdrawn by the Customer. If funds in such currency are not available (whether in cash or otherwise) in Hong Kong, the Bank shall be entitled to discharge its obligations in Japanese Yen, Hong Kong Dollars or United States Dollars in its discretion, converted at the Bank's own rate of exchange then prevailing between the relevant currency and Japanese Yen, Hong Kong Dollars or United States Dollars, as the case may be. The Bank may also, if it in its discretion sees fit, discharge its obligations by the issue of a banker's draft or other item drawn upon it.
 - (c) At its discretion and subject to due written authorization from the customer in such form as the Bank may require, the Bank may effect repayment of the deposit by payment to a bank in Hong Kong as specified by the customer but without incurring any liability to the customer for any loss arising from delay or otherwise howsoever (save only for loss directly arising on account of negligence, fraud or wilful misconduct by the Bank or its employees).
- 8. The customer shall file (a) specimen signature(s) with the Bank for the purpose of identification. A new authorization and specimen signature(s) will be used only upon notice from the customer, completion and delivery of such documents as are required by the Bank, and acceptance of the same by the Bank. The Bank shall be entitled to rely on any authorization or specimen signature(s) recorded or its file then in effect until receipt of such notice and documents.
- 9. All cheques, drafts and other monetary instruments accepted for deposit are subject to final clearance. The value date will be the date of clearance.
- 10. The Bank may amend these conditions at any time subject to giving the customer 30 days' prior notice (unless such amendment is not within the Bank's control) of the relevant amendment. If the Bank, in its reasonable opinion, considers that it is not practicable to notify the customer by written notice, notice shall be deemed to be duly given to the customer by displaying such notice at its branch offices for 30 consecutive days.
- 11. These conditions shall be read together with the Bank's General Terms and Conditions for Accounts ("General Terms and Conditions"). If there is any inconsistency between these conditions and the General Terms and Conditions, the latter shall prevail.
- 12. These conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong").