



## ACCOUNT OPENING FORM COMPANY / PARTNERSHIP / PROPRIETORSHIP

Date : \_\_\_\_\_

**MIZUHO BANK, LTD.**, Mumbai Branch  
(Incorporated in Japan)

Please open an account as detailed below :

Note : 1. Please (✓) where applicable 2. Please delete whichever is not appropriate 3. Please initial cancellations, if any 4. Please provide passport size photographs of all authorised signatories signed on the reverse and stapled (not glued) in the space provided and complete the form in **BLOCKLETTERS**.

FOR BANK USE ONLY		
CUSTOMER NUMBER	BANK AUTHORISED SIGNATURE / STAMP	
ACCOUNT NUMBER	APPROVED	CHECKED
DATE OF VERFN	MEANS OF VERFN	

**TYPE OF  
ACCOUNT**

☐ Current Deposit

☐ Term Deposit

☐ Cash Credit

**CUSTOMER  
INFORMATION**

Name : \_\_\_\_\_

Registration No. : \_\_\_\_\_ Nature of Business \_\_\_\_\_

Country of Incorporation \_\_\_\_\_ Date of Incorporation \_\_\_\_\_

Correspondence Address \_\_\_\_\_

\_\_\_\_\_ Pin Code \_\_\_\_\_

Person to Contact \_\_\_\_\_ Tel. No (S) \_\_\_\_\_

Registered Office / Factory / Principal Office Address (If different from correspondent address) \_\_\_\_\_

\_\_\_\_\_ Pin Code \_\_\_\_\_ Tel. No(s). \_\_\_\_\_

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 (Compulsory)

Are you a subsidiary / Associate of another organization?

- ☐ Subsidiary of \_\_\_\_\_ Account with Mizuho Corporate Bank, Ltd.  
\_\_\_\_\_ Branch \_\_\_\_\_
- ☐ Associate of \_\_\_\_\_ Account with Mizuho Corporate Bank, Ltd.  
\_\_\_\_\_ Branch \_\_\_\_\_
- ☐ No.

**DETAILS OF  
INTRODUCTION**

Name of Introducer \_\_\_\_\_ Account No. \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Pin Code \_\_\_\_\_ Tel No(s) \_\_\_\_\_

I/we certify that I/We have known Mr. /Mrs. \_\_\_\_\_, who is/are the authorised

signatory / Signatories for Messers \_\_\_\_\_

for \_\_\_\_\_ years.

Signature \_\_\_\_\_

Verified

**MODE OF  
OPERATION**

- ☐ Any two ☐ Other

**STATEMENT  
DETAILS**

- ☐ Statement of Account ☐ Monthly ☐ Quarterly

\_\_\_\_\_ ☐ Any Other Frequency (Specify) \_\_\_\_\_

- ☐ By Courier (Charges will be debited)

- ☐ Will collect personally

**DOCUMENTS TO  
BE PROVIDED**

**FOR COMPANIES**

Certified copy of undated Memorandum and Articles of Association

Board Resolution for the opening of the account

Certified copy of Certificate of Incorporation

Certified copy of Certificate of commencement of Business (Public Ltd. Co. only)

Personal Identification of authorised signatories including Date of birth and address  
(Passport copy, Driving License, etc.)

**FOR PARTNERSHIP FIRMS**

Copy of latest Partnership Deed

Copy of Registration of Partnership with Registrar of Firms

Partnership Letter

Personal Identification of authorised signatories including Date of birth and address  
(Passport copy, Driving License, etc.)

**DECLARATION**

1. I/We confirm that the information given above is true and complete and that I/We have read and accept the Terms and Conditions governing the account(s) which I am/we are opening as outlined in the Account Rules and hereby agree to be bound by such Terms and Conditions as are in force from time to time.
2. I/We hereby confirm : (Please tick where appropriate).
  - ☐ a. "That I am/we are not enjoying any credit facility with any other bank/ and any other branch of your Bank and undertake to inform you in writing as soon as any credit facility is availed of by me/us from any other bank / any other branch of your bank"
  - ☐ b. "That I am/we are enjoying credit facilities with other bank(s) / other branch(es) of your Bank as mentioned below."
3. I/We undertake to inform you : (Please tick where appropriate).
  - ☐ a. Any change in the Board of Directors and any amendments made in the Memorandum and Articles of Association.
  - ☐ b. Any changes in the constitution of the Partnership Firm.

**AUTHORISED SIGNATORIES**

Name : \_\_\_\_\_ Signature \_\_\_\_\_

Designation : \_\_\_\_\_

Name : \_\_\_\_\_ Signature \_\_\_\_\_

Designation : \_\_\_\_\_

Name : \_\_\_\_\_ Signature \_\_\_\_\_

Designation : \_\_\_\_\_

Name : \_\_\_\_\_ Signature \_\_\_\_\_

Designation : \_\_\_\_\_

**DETAILS OF  
OTHER BANKERS****Bank / Branches****Account Number****Credit Facilities (if any)**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

<b>PHOTOGRAPH</b>	<b>PHOTOGRAPH</b>	<b>PHOTOGRAPH</b>	<b>PHOTOGRAPH</b>
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**MIZUHO BANK, LTD.****Terms and Conditions for Opening and Operating Account/s with  
Mizuho Bank Ltd ("the Bank" hereafter)****1. Definitions**

- 1.1 The terms "we", "us" and "our" refer to the Bank and the terms "you" and "yours" refer to the Customer.

**2. Obligations**

- 2.1 These terms and conditions explain our obligations to you and your obligations to us; and apply to the following accounts you have with us and the services we provide in connection with your accounts:
- a. Current Account
  - b. Savings Account
  - c. Term Deposit
  - d. EEFC (Exchange Earners Foreign Currency)
  - e. Diamond Dollar Account
  - f. FCNR Deposit Facilities (Foreign Currency Non-Resident)

We reserve the right to apply these terms and conditions to other accounts also, but after duly notifying you about the extent and commencement of such application.

**3. Procedures**

- 3.1 The procedures you are required to follow for our Global Cash Management Service ("GCMS" hereafter) 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.

**4. Additional Conditions**

- 4.1 Other than these terms and conditions, 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 terms and conditions, the additional conditions will apply.

**5. Contact**

5.1 We may contact you and give you any notices in connection with these terms and conditions 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. 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.

5.2 You can contact us by post, telephone or fax, 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.

**6. Recordings**

6.1 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.

**7. Instructions**

7.1 You can give us all instructions in writing unless additional conditions permit other ways. 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.

7.2 If you want to instruct us over the internet, you must agree to our security procedures including the use of a password. The safety and security of your password is your responsibility. Although we may provide certain security in an effort to protect the electronic transmission of certain information that you submit to us through the internet, we do not guarantee the security of any information transmitted through the internet. If you want to instruct us over the telephone, you agree to be subject to certain verification procedure before your instruction is accepted by us over the telephone. In all instructions, you must provide us with the account number and other details.

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

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

7.4 When we act on your instructions, we can deduct the amount of payment and Charges from your account.

7.5 We reserve the right to refuse to act on any of your instruction if

- a. We have good reason for thinking 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.

7.6 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.

7.7 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.

7.8 We may issue, banker's cheques, demand drafts, mail transfers and telegraphic transfers for Rs.50,000 and above only by way of debit to your account or against cheque, and not against cash.

**8. Statement Balance**

8.1 Your statement balance will show credits when the Bank receives them even if they include cheques or other items which are not "cleared". To calculate interest we generally treat cheques as cleared when we receive value for them from the relevant bank through the banking system.

8.2 We will provide statements showing all amounts added to or taken from your account since the previous statement. In the event you notice any wrongful entry or error in the statement, you must inform us of such wrongful entry or error immediately in writing. If you do not inform us of such wrongful 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 wrongful entry or error.

8.3 We will correct any wrongful entry or error in the statement as soon as possible upon you informing us about the same. If we notice any wrongful entry or error, we will correct the same and notify you accordingly. You may opt to receive electronic statement instead of regular paper statements, in case GCMS facility is availed by you..

## **9. Cheques**

- 9.1 The cheques you issue from your account must be complete in all details including the correct date so that it is not easy to alter.
- 9.2 You can issue a stop cheque order by giving us clear and accurate instructions duly signed before the cheque is presented to us for payment. We charge a fee for every cheque for which the payment is stopped pursuant to a stop payment order. You expressly agree to indemnify us for any costs and expenses we incur in connection with a stopped cheque.

## **10. Returned Cheques**

- 10.1 We will debit your account if any cheque you have deposited is returned unpaid or any electronic or other payment you have received is recalled even if your account is overdrawn and your statement records the item or we allowed you to make a payment or to take cash against the item. You expressly authorize us to debit your account with the amount of any cheque which you may have deposited into your account but does not belong to you and we receive a claim relating to the said cheque. We will also debit your account with any costs incurred by us as result of such claim.

## **11. Accounts**

- 11.1 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.
- 11.2 If there are no transactions in your account for any period as may be specified by us, we may treat your account as dormant and levy a charge on such account.
- 11.3 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.
- 11.4 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.
- 11.5 You can close any of your account at any time by informing us about your decision to close the same in writing. 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.
- 11.6 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
- 11.7 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.
- 11.8 If we receive any court order 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.

## **12. Balance**

- 12.1 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. Overdraft limits, cheques in clearing, payment and other instructions are all taken into consideration while deciding your account balance. Overdraft limit is not available to all accounts. We reserve the right to close your account if you fail to maintain the minimum required balance.

## **13. International payments**

- 13.1 To make an international payment, we may have to send payments through another paying bank, and if this is the case, we will use a paying bank that is chosen by us.
- 13.2 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. All international payments will be made in accordance with the Foreign Exchange Management Act.

## **14. Interests**

- 14.1 Payment of interest is subject to Reserve Bank of India 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.
- 14.2 As permitted by Reserve Bank of India 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.

- 14.3 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.

**15. Lending**

- 15.1 We may at our discretion and upon your request agree to lend you money. We will lend you money upon such terms, limits, interest rates and charges which will be confirmed in writing.
- 15.2 We reserve the right to make appropriate searches and enquiries when you apply for any of our services and products. You hereby agree and acknowledge that, on request, you shall immediately provide us with the list of all the banks with which you enjoy credit facilities. You further agree and acknowledge that in the event that we receive any objections from such working capital bankers within 15 days of communicating with them, we shall be entitled to close your accounts and terminate all relationship between us, at our sole discretion.
- 15.3 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 for such overdrawing. Until you repay the overdrawing in full, we will charge interest and fees at the rates set out in the additional conditions.
- 15.4 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.

**16. Liability**

- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 You agree to reimburse us for any costs incurred, loss, damage or liability we may suffer in acting upon your instructions.

**17. Information**

- 17.1 We may use the information you provide us to improve the services we provide to you. We may share this information with our group companies and may use the information to contact you to inform you about products and services which may be of interest to you. You can instruct us not to contact you for such purposes.
- 17.2 We may give information about you and how you manage your account to the following:
- a. Credit reference agencies, the Credit Information Bureau (India) Limited, the Reserve Bank of India or other organizations which may use and give out information for credit and assessment and to prevent fraud and money laundering activities.
  - b. People who provide a service to us or are acting as our agents, on the understanding that they will keep the information confidential
  - c. Anyone we transfer, or may transfer, our rights and duties to under these terms and conditions.
  - d. 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.
- 17.3 We may transfer or share such information in any of the following limited circumstances:
- a. We have your consent.
  - b. We are required to do so by law
  - c. We have a good faith belief that access, preservation, or disclosure of such information is reasonably necessary to protect our rights, property or safety.
- 17.4 If we transfer your information to a service provider or agent in another country, we will make sure that the service provider or agent agrees to apply the same levels of protection as we are required to apply to information held in India and to use your information only for the purpose of providing the service to us.

**18. Foreign Currency Transactions**

- 18.1 All foreign currency transactions will be dealt with in accordance with the Foreign Exchange Management Act and other prevailing foreign exchange regulations. You are responsible for any exchange risk.
- 18.2 When we convert foreign currency into Indian rupees or any other 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. Negotiation and

collection of foreign cheques shall be subject to the current International Chambers of Commerce Uniform Rules for Collections. Cheques payable abroad received for payment into your account will be negotiated at our discretion or collected at your expense. If any such cheque is returned unpaid for any reason we will debit your account even if the return takes place after we have advised you of payment of the cheque.

**19. Forward Contracts**

- 19.1 If you enter into any forward exchange contract with us, you will upon our asking you to do so, transfer to us funds, and/or provide approved securities to meet the margin we think we need to cover exchange rate fluctuations.

**20. Security**

- 20.1 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 GCMS, 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.

**21. Terms of service**

- 21.1 We may change the terms of any of our service/product at any time and will make best efforts to inform you about the changes 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.
- 21.2 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.

**22. Disputes**

- 22.1 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 to settle the dispute before availing of other available legal remedies.

**23. Changes**

- 23.1 We may at any time make changes to the terms of these terms and conditions. While we will make best efforts to keep you posted about such changes, we will not be liable for your failure to keep yourself updated about such changes from time to time.

**24. General**

- 24.1 You agree not to assign any rights conferred by these terms and conditions to any party without our prior written permission.
- 24.2 Any failure on our part to insist upon the performance of these terms and conditions or any part of these terms and conditions shall not constitute a waiver of any right under these terms and conditions.
- 24.3 These terms and conditions apply in respect of the service provided under it and to the extent permitted by law.
- 24.4 No warranty shall be implied or have any effect unless specifically included in these terms and conditions and in any change subsequently notified or the additional conditions.
- 24.5 Should any part of these terms and conditions be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of these terms and conditions should not invalidate the remaining portions thereof, and they shall remain in full force and effect.
- 24.6 Headings are inserted for the sake of convenience only and are not to be considered when interpreting these terms and conditions.
- 24.7 These terms and conditions are subject to rules and regulations of the Reserve Bank of India 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 the Bank.

**25. Modifications / Variations**

Any addition to or modification of these terms and conditions shall be agreed in writing by the parties hereto. Notwithstanding that, the whole or any part of any provision of these terms and conditions may prove to be illegal or unenforceable the other provisions of these terms and conditions and the remainder of the provision in question shall remain in full force and effect.

RECEIVED AND ACCEPTED THE TERMS AND CONDITIONS

SIGNATURE OF THE CUSTOMER

DATE