

Mizuho Bank (Malaysia) Berhad 201001039768 (923693-H)



APPLICATION FOR ACCOUNT OPENING

A. T	A. Type of Application							
Please tick the appropriate box and stated the currency:								
Loca	al Currency Acco	unt		ı				
Current Account		С	urrency	MYR				
Fore	eign Currency Acc	count						
	Current Account	Investment	t Currency					
	Current Account	Trade	Currency					
B. P	articulars of Busi							
Company Name		(as registered in the constitutional documents)						
(as registered in the constitutional documents, e.g. private limited company / public listed company or other legal forms as incorporated) Type of Company					ner legal forms as incorporated)			
Natu	re Of Business	(as registered in the constitutional documents)			Number of Staff (as of date)			
					Paid Up Capital (as of date)			
Regi	stration No.				Incorporation Date			
c. c	ontact Details							
Regi	stered Address (a	s registered in the	ne constitutional d	ocuments)				
Addr	ress							
City					State			
Post	code				Country			
Telephone Number					Fax Number			
URL	ness Website							
	espondence Addre	ess (business ac	ddress / mailing ac	ddress)				
Address								
City					State			
Postcode					Country			
Telephone Number					Fax Number			
D. D	etails of Parent	Company			'			
Nam		English:						
INGII		Japanese:						
Address								
Nature Of Business					Number of Staff			
					(as of date) Paid Up Capital (as of date)			
We have an existing account with Mizuho Financial Group					Mizuho Financial Group - Branch Name			

E. Authorised Signatories (Specimen Signatures) We confirm that each of the Authorised Signatory as listed below is not subject to any legal restriction(s) and is hereby authorised to (i) operate and maintain the account(s) (as stated in the signing condition) and (ii) to give instructions including any form of communications with the Bank in respect of the account(s). If there is any change to the identity or authority of the Authorised Signatory, we will immediately provide the Bank with appropriate corporate authorisations and amend the Signature Card accordingly. (The appointment of each Authorised Signatory is in accordance with the applicable law governing our constitutional documents.) Full name as per NRIC / Passport NRIC/ Passport No. Position Specimen Signature Signing Condition Full name as per NRIC / Passport NRIC/ Passport No. Position Specimen Signature Signing Condition Full name as per NRIC / Passport Position NRIC/ Passport No.

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Specimen Signature	Signing Condition
Full name as nor	
Full name as per NRIC / Passport	
NRIC/ Passport No.	Position
Specimen Signature	Signing Condition
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Full name as per NRIC / Passport	
NRIC/ Passport No.	Position
Specimen Signature	Signing Condition
Full name as per NRIC / Passport	
NRIC/ Passport No.	Position
Specimen Signature	Signing Condition

F. Authorisation and Declaration

- 1. We declare that the information stated and given herein is accurate, complete and up to date.
- 2. We declare that we have duly received, read, made the all and necessary inquiries thereto and hereby state that we understand the Bank's General Terms and Conditions, Telephone, Fax and Email Instructions Authorisation and Indemnity letter, and undertake to adhere and be bound by the same and any amendments which the Bank may subsequently introduce. The Bank herein refers to Mizuho Bank (Malaysia) Berhad, being a licensed financial institution offering the account(s) and/or banking product(s) and/or services referred to in this application form or any amendments thereto. The General Terms and Conditions refer to the General Terms and Conditions relating to account(s) and other service(s) offered by the Bank. In an event of any conflict between the General Terms and Conditions and the terms and conditions in this Application for Account Opening, the latter will prevail where such inconsistency applies.
- 3. The General Terms and Conditions shall be fully binding upon us notwithstanding that the General Terms and Conditions may vary or be amended or supplemented from time to time at the Bank's discretion together with any ancillary documentation executed pursuant thereto to form a part of agreement with the Bank and set out the terms and conditions (and shall be construed as such) on which any account(s) and/or services and facilities thereunder are provided by the Bank.
- 4. We acknowledge that we have been cautioned and advised with respect to the risks associated with foreign currency deposits, derivatives and we understand, appreciate and accept all risks or losses associated with foreign currency deposits or similar types of investments or deposits.
- 5. We herewith request you to open the account(s) with the Bank as indicated herein and acknowledge having received, read and understood the brochures with respect to Perbadanan Insurans Deposit Malaysia ("PIDM") on deposit insurability and we understand that any deposit by us into any current account, savings, fixed deposit and Money Market Deposit are eligible for the protection as prescribed under the statutory prescribed limits.
- 6. We declare that we have not been declared as insolvent nor any of our Authorised Signatories been declared bankrupt, that no winding up petitions are made against us at the time this application form is submitted to you.
- 7. We shall comply with all and any of the Bank's requirements for opening of the account(s) and understand that the Bank's opening of the account(s) shall be subjected to the Bank performing any related verification, confirmation or checks as the Bank deems necessary at its absolute discretion. The Bank reserves the right to close any or all account(s) at its absolute discretion without giving any reasons if the maintenance or utilisation of the account(s) does not comply with the Bank's or any applicable regulatory or statutory requirements.
- 8. The Bank may temporarily suspend or freeze any funds in our account or any related transactions of ours if the said transaction(s)
 - (i) are suspected of being proceeds of any criminal activity (illegal transaction);
 - (ii) are pursuant to any fraud or any other type or mode of suspicious transaction(s);
 - (iii) are subject to any court orders or judicial determinations; and/or
 - (iv) pursuant to any direction from any supervisory body having jurisdiction over the Bank to conduct such assessment or review;
 - so as to permit the Bank to conduct said verification and assessment as deemed appropriate and to determine the nature of the transaction(s) or the account(s).
- 9. We hereby further confirm and declare that we and any account(s) in our name(s) have not been reported by any bank to Biro Maklumat Cek or the Dishonoured Cheque Information System of Bank Negara Malaysia in the last six (6) months. The Bank would have the right to close the account(s) without any notice or reference to us should our name appear in the "Black List" of Biro Maklumat Cek or Dishonoured Cheque Information System of Bank Negara Malaysia. (This condition is applicable to Ringgit Malaysia Current Account).
- 10. We confirm that the Bank is authorised to verify and/or make any checks and/or obtain any information and/or confirmation, with or from any credit reference agencies including but not limited to CCRIS, FIS and/or any other external agencies and/or from any financial institution, on us and/or other person, individual and/or entity as the Bank may deem fit, for any purposes which the Bank deems fit in respect of the opening and continuous operation of our account(s).
- 11. We agree and authorise the Bank to share and/or store information with Mizuho Bank, Ltd and its group of Companies, its affiliates (for and not limited to reporting and consolidation purposes), counterparties, representatitives and any other third party vendors to whom the Bank has outsourced functions as permitted by Bank Negara Malaysia or under any applicable regulations or regulations.
- 12. We understand our rights and obligations under Section 8, 34, 38, 39, 129 of the Personal Data Protection Act 2010 ("PDPA") and Sections 133 and 134 of the Financial Services Act 2013 ('FSA"), and we understand that our information may be defined as "personal data" under the PDPA and may be disclosed to the parties and for the purposes set out above and we agree that the application for this account constitutes all those consents required under the PDPA and FSA, and our contractual consent for such disclosure.
- 13. We understand that we may with reasonable notice in writing to the Bank, withdraw or revoke our authorisation in respect of disclosure of our information, save where releases of the information based upon this authorisation has already occurred. We understand that a withdrawal or revocation of such authorisation does not guarantee that the information so released may be stopped or recovered, and may have an impact on the services being made available to us by the Bank or cause the Bank to terminate any account already opened or to take such action as it deems necessary.
- 14. The Bank is authorised and permitted to disclose any information that we have submitted to the Bank for the purpose of cross-marketing and promotions with other companies within the Bank and the Mizuho Financial Group, its officers, agents, servants and/or such persons of third parties as the Bank may deem fit at our absolute discretion.
- 15. We agree to examine the Statement of Account sent to us or Transaction History of our account(s) and promptly notify the Bank of any errors, irregularities and/or discrepancies in the said Statement of Account or Transaction History of our account(s) and also to notify the Bank if we fail to receive such Statement of Account or Transaction (where applicable).
- 16. We hereby agree and authorise the Bank to disclose to any person any information about or with regard to our affairs, transactions and/or banking
- 17. We assure the Bank that we will exercise due care not to allow or facilitate funds from proceeds of any unlawful or illegal activity to be channelled through our account(s) and undertake to promptly provide the Bank with all relevant information and documents, as and when requested, for purposes of our identification and/or verification of the source of our funds under the Bank's "Know Your Customer" rules or any other regulatory requirements.
- 18. We agree to abide by the provisions of the laws of Malaysia including the Financial Services Act 2013 (specifically Sections 213 to 216) with regard to any transactions or payments to or from our Foreign Currency account(s) including all other applicable regulations or guidelines pertaining to accounts operated by us.
- 19. (a) We hereby confirm that our business is NOT a small and medium enterprise (SME) based on the guidelines *(1) and (2) because neither the criteria on annual sales turnover or number of full time employees is applicable as we exceeded the threshold for more than 2 consecutive years, or fall under the exclusion criteria stated in *(3) below.

Sectors	Items	Criteria	
Manufacturing	Annual Sales Turnover	Not exceeding RM50 million	
	Number of Full Time Employees	Not exceeding 200 workers	
Services and Other	Annual Sales Turnover	Not exceeding RM20 million	
Sectors	Number of Full Time Employees	Not exceeding 75 workers	

^{* (1)} https://www.smecorp.gov.my/images/pdf/Guideline_for_New_SME_Definition_7Jan2014.pdf

Note: Businesses under (b) above include the next level of subsidiaries. For example, Company A is a subsidiary of Company AB, whereby Company AB is a subsidiary of Company ABC (public listed company in Bursa Malaysia). Companies A and AB, even if they fulfil the SME criteria, will not be deemed as SMEs.

(c) Organisations established for socio-economic reason and generating revenue such as youth associations, trade unions, consumer associations etc. These are not considered as pure business entities and hence, not SMEs.

⁽²⁾ https://www.bnm.gov.my/sme-financing#:~:text=SME%20Definition,-

SME% 20 Definition& text = Manufacturing% 3A% 20 Sales% 20 turnover% 20 not% 20 exceeding, employees% 20 not% 20 exceeding% 2075% 20 workers.

⁽³⁾ The following categories do not qualify as SME: -

⁽a) Public Listed Companies in the main board such as Bursa Malaysia or main bourses in other countries;

⁽b) Subsidiaries of:- (i) Public Listed Companies in the main board; (ii) Large Firms, multinational corporations (MNCs**), Government Linked Companies (GLCs), Syarikat Menteri Kewangan Diperbadankan (MKDs) and State-owned enterprises.

- **MNCs refer to a group of corporation that is incorporated / registered / operated in more than one country which connected to each other through parent-subsidiaries or headquarter-branches relationships and has an ultimate controlling parent corporation in the group. The parent-subsidiary relationship established when a corporation (parent) has control over another corporation (subsidiary), owning more than 50% of equity.
- (b) We undertake to promptly notify the Bank should there be any change to our business which may impact the SME classification.

Authorised representatives for and on behalf of the Applicant

Authorised Signatory					
Signatory Name					
Position					
Date					

	Authorised Signatory					
	Signatory Name					
	Position					
	Date					

Company Stamp